



RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

**THIS IS A LEGALLY BINDING AGREEMENT:
IF YOU DO NOT UNDERSTAND IT
SEEK COMPETENT ADVICE**

**ESTES ES UN ACUERDO LEGAL
SI USTED NO ENTIENDE
BUSQUE AYUDA COMPETENTE**

_____, 2012

_____ hereinafter referred to as "Tenant", agrees to rent from United Metro Properties, Inc. hereinafter referred to as "Agent", as agent for the property owner, _____ for the premises situated in the City of _____, County of Maricopa, located at _____ upon the following terms and conditions:

1. Summary of Move in Costs: Receipt is acknowledged for the sum _____ via on line payment on Agent's website (or by money order or cashier's check made payable to Agent). This payment shall be applied as set forth below:

\$ _____	Rent from _____
\$ _____	Sales Tax from _____
\$ _____	Security Deposit (refundable)
\$ _____	Pet deposit (refundable)
\$ <u>200.00</u>	Administrative fee (non-refundable)
\$ _____	Sales Tax on Administrative fee (non-refundable)
Total	\$ _____
Minus	\$ _____ Previously Paid
Balance	\$ _____ Due on/before move-in (unless prior arrangements have been made)

2. Duration of Lease (Term): This lease shall commence on _____ and continue until _____ and thereafter on a month-to-month basis until either party terminates the lease by giving 30 days written notice.

3. Rent: Rent shall be \$ _____ per month including applicable sales tax. Tenant understands that sales tax is due on all charges incurred by Tenant. Rent shall be increased or decreased by Agent based on future changes in sales tax rates. **RENT SHALL ONLY BE PAID VIA AGENT'S WEBSITE AND IS PAYABLE IN ADVANCE UPON THE FIRST OF EACH MONTH. NO CASH WILL BE ACCEPTED AT ANY TIME.** If Tenant chooses to pay rent via paper check, tenant understands that they will be charged \$5.00 per check and must include said charge in each payment or the payment may not be accepted by the Agent. Funds shall be made payable to United Metro Properties, Inc. (Agent). Rents received two (2) days after the due date are subject to an additional late charge of \$25.00 plus \$10.00 per day. Checks returned by the bank are subject to an additional \$75.00 charge plus applicable late fees. At agent's option, tenant may be required to submit all payments on line or in the form of cashiers checks or money orders after one occurrence of a returned check from a financial institution. Tenant will be charged a service fee for serving all legal notices pertaining to this lease. Agent reserves the right to determine the above fees as incurred by Agent. Agent retains the right to deduct outstanding charges first from funds received with the remainder applied to rent. Tenant understands that they may use the night drop slot to tender their monthly rent. However, Tenant uses it at their own risk. Agent does not warranty security of the drop slot should the rent be lost, stolen, or otherwise removed by a third party. Tenant agrees to reimburse Agent immediately for the rent that was tendered. Tenant understands that at the end of this lease and any subsequent lease renewal that if the lease converts to a month to month lease the agent shall have the option to increase the rent by \$50.00 per month plus tax during the month to month portion of the lease.

4. Deposits: Agent retains the right to deplete the security deposit due to allowable tenant charges, (examples: late charges, returned check charges, legal fees, landscaping maintenance). In this event the Tenant agrees to immediately restore the security deposit to the original amount paid within five days of receipt of written notice from Agent. Agent may, at Agent's option, terminate this Agreement upon Tenant's failure to comply with a written security deposit account deficiency notice. Tenant further understands that this deposit may not be used by the Tenant as a credit for rent owed including, but not limited to, Tenant's last month rent. The deposit will be returned to the Tenant in accordance with A.R.S. Section 33-1321 within the Arizona Landlord/Tenant Act. Tenant shall surrender the premises, and all keys, garage door opener remotes and personal property therein in a damage free and clean condition, normal wear and tear excepted. Tenant acknowledges that Agent will maintain a trust account for rents or security/cleaning deposits and Agent may place these deposits in interest bearing accounts. Any interest earned shall belong to Agent.

No pets such as dogs, cats, or other animals shall be maintained on these premises except by prior written consent of Agent. If prior written consent is given by Agent, a Pet Agreement Addendum shall be signed by Tenant and a Pet Deposit shall be pre-paid to Agent. IF A PET IS OBTAINED BY THE TENANT WITHOUT PRIOR APPROVAL FROM AGENT THE FULL SECURITY DEPOSIT SHALL BE FORFEITED AT AGENT'S OPTION.

TENANT'S INITIALS: _____





5. Utilities: Tenant shall furnish ALL utilities/services.

6. Subletting of Property: The Tenant shall not assign or sublet the premises or any part thereof without the written consent of the Agent. The Tenant agrees to use the premises solely as a personal residence.

7. Occupancy: The number of occupants shall not exceed ADULTS and CHILDREN. Guests remaining more than thirty (30) days shall be considered additional occupants unless prior written consent is given by Agent. Agent may, but is not obligated to, remove any unauthorized occupant as a trespasser; or, at Agent's election, may request said unauthorized occupant agree to and sign this lease. Should unauthorized occupant refuse to be bound by this lease, or refuse to leave on Agent's demand, as the case may be, Tenant agrees to pay, as additional monthly rent, the sum of TEN DOLLARS (\$10.00) for each day the unauthorized occupant remains on the premises.

8. Tenant's Inspection of Property: Tenants have inspected the premises and find the premises in good condition with no apparent defects and hereby agree to accept the premises in an "as is" condition. Any exceptions to be noted on the "Move-in Sheet" and delivered personally or by certified mail to the Agent within seven (7) days of occupancy date. Agent shall have the right to approve or deny any changes to the Move In Sheet within seven (7) days of receipt from tenant. If Agent does not receive a "Seven Day" update to the Move In Sheet from the Tenant, Tenant shall have been deemed to accept the premises as noted on the Move In Sheet.

9. Agent's Inspection: Except in the case of an emergency, or where notice shall be impracticable, or where the tenant has abandoned the premises, or has failed to properly maintain the premises, all as provided by law, the Agent shall have the right of reasonable access to the premises at all times for the purpose of inspection and showing the premises, upon giving to the Tenant two (2) days notice of Agent's intent to so inspect.

10. Military Lessee: In the event the Lessee is a member of the United States Armed Forces on extended active duty as of the commencement date of this lease and receives either a permanent change of station (departing Maricopa County), is involuntarily relieved from active duty, retirement or separation, or receives a letter from the proper base authority directing tenant to live on base (this does not cover voluntarily moving into military family housing), then the Lessee may terminate this lease by giving at least 30 days written notice to the Lessor. There shall be attached to such notice a copy of official orders or a letter signed by the Lessee's Commanding Officer reflecting the change which warrants termination under this clause: NOTE: This paragraph applies to uniformed members of the Armed Forces only. If the unit is shared with non-military tenants this lease will remain valid for said non-military tenants.

11. Vacate Notice: Tenant shall give Agent written notice of Tenant's intention to vacate the premises on or prior to the last rental due date of the original lease term via Agent's website or via email. This 30-day notice must be for one (1) full rental period, i.e., rent is due on the first of the month, so notice must be received prior to the 1st of the preceding month. Leaving keys in or on the Premises without prior agreement with Agent will not be considered returning possession to the Agent. **If no such notice is received by Agent, Tenant understands and agrees that this Agreement Tenant will continue on a month-to-month basis under the same terms and conditions with an increase of \$50.00 per month.** In the event Tenant gives notice of their intent to vacate the premises, Tenant agrees to allow Agent to immediately install a For Rent or For Sale sign and show said residence to prospective tenants or purchasers with 24 hours prior notice. Tenant acknowledges that it is impractical to give 48 hours written notice during the vacancy notice time period and shall allow access agreed herein. In addition, Agent shall be allowed to install an "MLS" lockbox to allow other Real Estate Agents to show said residence for lease or sale when Tenant is not home.

12. Repair and Maintenance: Tenant shall maintain the premises in a clean, neat and undamaged condition and in particular, shall comply with all obligations of local building codes, maintain the premises which he occupies in a clean and safe condition, dispose of all ashes, rubbish, garbage and all other wastes in a clean and safe manner, keep and use all plumbing, electrical, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a clean and reasonable manner so as not to disturb his neighbors nor to in anyway deface, damage or otherwise destroy any part of such premises. This includes monthly replacement of air conditioning filters. On a single residence, Tenant agrees that at Tenant's own expense, to keep the premises including, but not limited to the yard, shrubbery and swimming pool (if any) in the same condition and repair as at the beginning of the lease and to pay for any damages thereto, reasonable wear and tear excepted. Tenant is responsible for insect control. Lawns shall be watered adequately and shall be mowed weekly. Tenant to provide hoses, sprinklers and any equipment necessary to maintain lawn and grounds.

Tenant shall at all times comply with the requirements of applicable building codes, make all repairs necessary to keep the premises in a fit and habitable condition. Tenant shall make no alterations, additions or improvement to the property, either within or without, without Agent's prior written consent. No repairs are to be ordered with outside vendors by the Tenant without specific authorization of the Agent unless Tenant is personally prepared to pay for any and all such repairs and costs.

If in the opinion of Agent any maintenance/repair is not properly being maintained by Tenant, Agent may give three days notice to correct said condition. If after three days the condition is not remedied, the Agent may hire professional service to accomplish the same. Tenant agrees to pay the charge each time per the terms contained in paragraph four (4) above.

Tenant further agrees that the notification to Agent for service of maintenance requests grants Agent authority to enter the unit during normal business hours for the purpose of that request.

TENANT'S INITIALS: _____





TENANT SHALL BE RESPONSIBLE FOR FOURTY (\$40.00) OF EACH AND EVERY REPAIR ITEM TO SAID PROPERTY WITH THE EXCEPTION OF REPAIRS NOTED ON MOVE-IN INSPECTION OR ITEMS SUBMITTED PER PARAGRAPH 8. HOWEVER, TENANT SHALL BE RESPONSIBLE FOR FULL COSTS FOR REPAIR AND/OR REPLACEMENT OF BROKEN GLASS, DRAIN BLOCKAGE (NOT CAUSED BY DEFECTIVE PLUMBING), AND ANY REPAIR/REPLACEMENT CAUSED BY THE TENANT'S NEGLIGENCE ON MAINTAINING THE PROPERTY PER PARAGRAPH 12. THIS SHALL INCLUDE ANY DAMAGE OR EXCESSIVE REPAIR COSTS DUE TO TENANT NOT REPLACING THE AIR CONDITIONING FILTER ON A MONTHLY BASIS. TENANT FURTHER AGREES THAT IF TENANT REFUSES TO ALLOW AN EMPLOYEE OR VENDOR OF THE AGENT TO ACCESS THE RESIDENCE WITH AGENT'S KEY, OR, IF TENANT SETS AN APPOINTMENT WITH ANY MAINTENANCE VENDOR AND DOES NOT SHOW, TENANT WILL BE CHARGED FOR EACH OCCURANCE BASED ON THE AMOUNT CHARGED ON THE VENDOR'S INVOICE.

13. Appliances: If Agent supplies freestanding appliances to Tenant with the premises, Agent shall not be responsible for loss or damage caused by failure of that appliance to operate properly; specifically, Agent shall not be responsible for food or other perishables should a refrigerator not operate properly or cease to operate properly from any cause. Repairs of refrigerator to be the responsibility of the _____, washer and dryer to be the responsibility of the: _____.

14. Indemnify: Tenant shall indemnify and hold harmless Agent and/or Owner from and against any and all claims, liability, penalties, damages, expense and judgments for injuries or accidents to persons or property of any nature and howsoever caused occurring on or about the leased premises during the lease term and any other period of occupancy, including all costs, expenses and attorney fees incurred by Agent in defense of any such claims, whether or not such claims are covered adequately by insurance. AGENT REQUIRES TENANT SECURE A RENTER'S INSURANCE POLICY. IF AGENT DOES NOT RECEIVE PROOF OF SAID INSURANCE WITHIN THIRTY (30) DAYS OF THE LEASE COMMENCEMENT DATE, AGENT SHALL HAVE THE RIGHT TO FORFEIT TENANT'S SECURITY DEPOSIT AND/OR IMMEDIATELY TERMINATE THIS LEASE AGREEMENT.

15. Waiver: Failure of management to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Agent's rights to act on any violation or to insist on compliance with the terms of this agreement.

16. Joint Obligation: Where this agreement is signed by more than one person as tenants, all such persons shall be jointly and severally liable for the payment at the agreed rental rate and for the performance of all covenants to be kept by Tenant hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Tenant, rent and other charges shall be paid by a single instrument.

17. Default: The failure by either Tenant or Agent to fully perform under this agreement in any manner shall entitle either party to take all such actions against the defaulting party as shall be provided by law and except as may be provided by law, neither party shall be deemed to have waived any existing or future right to remedy by taking any such action. All costs, attorneys' fees, and other expenses of enforcing this agreement shall be paid to the prevailing party by the losing party. Further, if tenant defaults under the terms of this agreement, tenant shall be liable for all costs incurred by agent in re-leasing said property. Said costs shall include, but not be limited to, marketing and leasing fees, locksmith, utilities, cleaning, carpet cleaning, and landscape charges. Tenant shall pay as additional rent, \$50.00 as an administration fee to process any forcible detainer action caused by the tenant's noncompliance of lease agreement. If said forcible detainer action results in a judgment against the tenant, and the Agent agrees to reinstate this lease, a \$100.00 lease reinstatement fee shall be charged to the tenant and must be paid as a condition to reinstate this lease. Tenant agrees that in the event they default in this lease agreement and their account is turned over to a collection agency, they shall pay the costs charged and fees incurred by the collection agency in addition to the full amount due the Agent for breach of the lease agreement.

18. Early Termination: Tenant understands that if this lease is terminated prior to the expiration date, tenant will be responsible for all costs associated with holding the property until the date the property has been re-leased. In addition to monthly rental payments, the following costs may be applicable: utility service, pool maintenance, re-keying of locks, professional cleaning, carpet cleaning, landscaping, painting as needed, maintenance requests as needed and marketing and leasing fees charged by Agent. The intent of this provision is to relieve the property owner of all costs associated with the tenant's early lease termination. Tenant understands that United Metro Properties, Inc. has a specific agreement with respect to early lease terminations, which must be signed and fees paid as an accommodation to the tenant.

19. Expiration/Notices: Tenant realizes that when the Lease expires or when notice has been received by Agent of Tenant's intent to vacate on a given date, that Agent will rely on such notice and re-rent said premises. Tenant agrees to allow the property to be shown during the last 30 days of occupancy to prospective tenants, buyers or others with 24-hour notice by telephone. Tenant acknowledges that it is impractical to give 48 hours written notice during this time period and shall allow access as agreed herein. TENANT'S FAILURE TO VACATE PREMISES ON THE DATE GIVEN OR REQUIRED MAY CAUSE AGENT SIGNIFICANT LEGAL AND ECONOMIC PROBLEMS. TENANT AGREES TO OBTAIN PRE-APPROVAL IN WRITING TO HOLD OVER PAST THE AGREED DATE AND, IF APPROVED BY AGENT, PRE-PAY AGENT PRORATED RENT. IF HOLD OVER IS NOT APPROVED, AGENT COULD BE ENTITLED TO TWO MONTHS OF RENT AS A PENALTY FEE OR TO THE ACTUAL DAMAGES, WHICHEVER IS GREATER. IN THE EVENT OF ABANDONMENT OR WRIT OF JUDGMENT IN A DETAINER/EVICTION ACTION, AGENT, WITHOUT ACCOUNTABILITY TO THE TENANT, IN THE EVENT TENANT ABANDONS ANY PERSONAL PROPERTY IN OR ON THE PREMISES, MAY DESTROY OR OTHERWISE DISPOSE OF SOME OR ALL OF THE PERSONAL PROPERTY IF THE AGENT REASONABLY DETERMINES THAT THE VALUE OF THE PROPERTY IS SO LOW THAT THE COST OF MOVING, STORAGE AND CONDUCTING A PUBLIC SALE EXCEEDS THE AMOUNT THAT WOULD BE REALIZED FORM A SALE.

TENANT'S INITIALS: _____





20. Verbal Agreements: It is understood between Tenant and Agent that this written Agreement constitutes the full understanding of the parties thereto and that there have been no verbal promises made outside this Agreement. Should any provisions of this lease Agreement be determined unenforceable or illegal, the remaining terms shall remain in full force and effect.

21. Court Proceedings: Should a legal dispute arise during this lease term the parties agree to a trial by judge, not a jury. Tenant voluntarily and knowingly waives their right to trial by jury for any lawsuit brought arising out of the parties rental agreement and occupancy of the leased premises.

22. Notices: All notices communications and demands of any kind, which either party may be required, or desire to give or to serve upon the other party shall be made via using Agent's website, via email or if in writing sent by mail or delivered in person. Service of process and receiving of notices and demands are to be delivered to the Agent, or tenant at the address(es) shown on the front of this lease.

23. Occupancy Contingency: This Agreement is subject to the vacating of the premises by the present tenants, if any, before the date of occupancy under provided for in this agreement. Agent shall not be responsible to tenant if present tenant does not vacate as planned.

24. Parking: Vehicles shall be parked only on paved driveways, or within garages or carports. Any vehicle parked on unpaved portions of the property will be towed at Tenant's expense. Tenant is responsible for any damages caused by vehicles parked on other than paved surfaces. Any vehicle licensed to operate in AZ roads, or used for off road or racing use shall be removed from the property within three days of any disablement or total loss. **FOR SINGLE FAMILY HOMES ONLY: NO VEHICLE MAINTENANCE IN EXCESS OF FIVE (5) DAYS SHALL BE PERFORMED ON THE PROPERTY UNLESS VEHICLE IS MAINTAINED WITHIN AN ENCLOSED GARAGE. HOMEOWNERS ASSOCIATION RULES SHALL GOVERN AUTO MAINTENANCE.**

25. Smoking: This property **IS A NON-SMOKING PROPERTY**. If deemed a non-smoking property, Tenant agrees there shall be no smoking of any cigarette, cigar, etc. inside the residence. Regardless whether smoking is allowed or not, if evidence of smoke damage and/or smell is detected or discovered during the tenant's occupancy or at the move out inspection, Tenant shall be liable for a fine of \$500.00 in addition to all costs of removing said damages.

26. Bankruptcy: In the event the tenant declares bankruptcy, the tenant covenants and agrees he/she will not claim the lease as an asset of the bankruptcy, and that the filing of the bankruptcy will constitute a default and so act to terminate this lease.

27. Re-keying: Tenant shall not re-key any lock without prior written approval of landlord. If done without landlord approval, tenant will be charged cost of locksmith to re-key home for Agent's benefit.

28. Firearm Restrictions: Tenant agrees that if they own a firearm, it will not be loaded at any time while on the premises. Furthermore, the firearm must be holstered at all times. If the rental property is located with a common area, the firearm can only be in the Tenant's vehicle or the Tenant's residence, and not anywhere else in the common areas of the rental property.

29. Satellite Dishes: Tenant agrees that if Tenant elects to install a satellite dish, Tenant shall comply with all FCC regulations and any other restrictions that Agent may have regarding the placement of said dish, which will not be unreasonable withheld. Tenant further agrees not to drill any hole in an outside wall, roof or balcony railing.

Tenant hereby acknowledges receipt of:

_____ House Keys	_____ Ceiling Fans	_____ Parking Space #
_____ Pool Key	_____ Gate Code	_____ Misc. Keys
_____ Garage Door Remote(s)	_____ Gate Remote(s)	

_____ Mailbox Key # _____ (If a mailbox key is supplied; Agent does not guarantee it works nor does Agent guarantee the safety of use of the key and mailbox and recommend that the Tenant have the mailbox re-keyed. If key is inoperable, or if no key is provided, Tenant shall contact the Post Office. Any cost incurred for re-keying is the responsibility of the tenant.

APPLIANCES:

Type	Brand	Model #	Serial #
Dishwasher	_____	_____	_____
Stove	_____	_____	_____
Microwave	_____	_____	_____
Washer	_____	_____	_____
Dryer	_____	_____	_____
Refrigerator	_____	_____	_____
Water Heater	_____	_____	_____

TENANT'S INITIALS: _____





TENANT UNDERSTANDS THAT THE FOLLOWING ITEMS, IF PRESENT, ARE NOT WARRANTED BY THE AGENT: MALIBU LIGHTS, LOAD CONTROLLERS, WATER SOFTENER AND/OR PURIFICATION SYSTEM. IN THE EVENT THERE IS A SOLAR HOT WATER AND IT FAILS, AGENT RESERVES THE RIGHT TO REPLACE THE SOLAR WATER HEATER WITH A CONVENTIONAL HEATER.

TENANT FURTHER ACKNOWLEDGES THAT:

- 1. TENANT HAS A RIGHT TO BE PRESENT DURING THE MOVE-OUT INSPECTION AT THE TIME THEY VACATE.
2. THE OWNER OF THIS PROPERTY HAS PREVIOUSLY REGISTERED THE PROPERTY WITH THE COUNTY ASSESSOR'S OFFICE.
3. THEY HAVE BEEN ADVISED THAT THEY CAN OBTAIN A COPY OF THE ARIZONA LANDLORD/TENANT ACT FROM THE OFFICE OF THE SECRETARY OF STATE.
4. THE UTILITY COMPANIES REPORT ALL DELINQUENT AND DIS-CONNECT NOTICES TO THE AGENT.
5. TENANT SHALL PAY A \$25.00 PROCESSING FEE IN ADDITION TO THE COST FOR SERVICE OF NOTICES TO AGENT FOR EACH VIOLATION RECEIVED FROM A MUNICIPALITY OR HOMEOWNERS ASSOCIATION.
6. NO MEDICAL MARIJUANA WILL BE KEPT, USED OR GROWN ON THE PREMISES.

Tenant has read and received a copy of this agreement, the United Metro Properties, Inc. Security Deposit Policy Addendum, Mold Addendum, Crime Free Addendum, and HOA/CCR's Rules and Regulations, if applicable, and the following noted addendums, if any, all of which by reference are hereby incorporated into this agreement.

Accepted:

Tenant (Date)

Tenant (Date)

United Metro Properties, Inc. (Date)
Agent

Revised 01/01/2012 Lease2012/Data/Lease&RenewalAgreements/LeaseTemplates

