

# Residential Lease Agreement and Receipt for Security Deposit

## 1. Parties:

THIS AGREEMENT is made and entered into on this date: \_\_\_\_\_ by and between Brian Keller, herein after referred to as "Landlord", and the Tenant(s) listed in the "Tenant Acknowledgement/Acceptance:" section herein after referred to as "Tenant".

## 2. Property Description (Premises) and Offer:

Tenant offers to lease the real property, all fixtures and improvements thereon plus personal property described as follows (collectively the "Premises"). Property Address: **5014 W. Ponderosa, Glendale, AZ 85308**; Personal Property: Refrigerator, Microwave, and other items listed in the Check-In Disclosure List.

### 2.1. Term

The lease shall begin on \_\_\_\_\_ at \_\_\_\_\_ and end on \_\_\_\_\_ at \_\_\_\_\_ at which time this agreement automatically shall be renewed on a **month to month** basis with thirty (30) days written notice required by either party for termination. The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving. This notice must be given on the first day of a month. If notice is given after the first day of the month, the 1-month (30-day) notice will not start until the following month. (**The notice must be one full calendar month starting on the first day of a month.**) Rent may be increased at any time after the initial term ends. If the Tenant fails to vacate the premises as provided for in this Agreement, the Landlord shall be entitled to recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the Landlord, whichever is greater, as provided for in A.R.S 33-1375(c). The Tenant shall pay rent until the keys have been physically returned to the Landlord or the landlord agreed upon move-out date, whichever is later. Leaving keys in or on the Premises will not be considered a return of the keys.

### 2.2. Occupancy:

The Premises shall be used only for residential purposes and only by the following named persons:

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### 2.3. Assignment and Occupancy Restrictions:

Only persons listed may occupy the Premises or any part thereof without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate this Agreement pursuant to A.R.S. 33-1368.

### 2.4. Rent, Due Date, Payment Information

Tenant shall pay monthly installments of **\$1100** ("Rent"). Rent shall be payable in advance without deductions or offsets. Rent in the full amount and all other accrued charges shall be due to the Landlord and **payable no later than 5pm on the 1st day of each month** during the term of this agreement. The Landlord is not required to accept a partial payment of rent or other charges. (ARS33-1371(a)).

**Rent shall be payable to:** Brian Keller at 5435 W. Greenbriar Dr. Glendale, AZ 85308, (Ph: 602-942-0054)

### 2.5. Application Fee, Deposits, Amount Due

The **application fee** is a separate payment and is non-refundable. The following table describes the refundable, non-refundable, and other amounts due at the time this agreement is signed.

Description	Amount	Refundable/Not-Refundable
Security deposit	\$ <b>1100.00</b>	Refundable as per Security Deposit Definition
Less earnest/holding deposit ( <b>Paid at application</b> )	- 1100.00	(Non-Refundable, but becomes the security deposit upon approval of application)
1 <sup>st</sup> Month's rent payment	+ <b>1100.00</b>	Non-Refundable.
<b>Balance Due with Signed Agreement :</b>	<b>\$</b> _____	

Note: Unless otherwise noted, if the lease did not start at the 1<sup>st</sup> of the month, the 1<sup>st</sup> months rent will be a complete monthly payment, and the Second (2<sup>nd</sup>) month's rent will be the reduced amount which is and equal to: \$ \_\_\_\_\_, due on \_\_\_\_\_.

**SECURITY DEPOSIT:** Resident agrees to pay a deposit to secure residents pledge of full compliance with the terms of this agreement. Note: **The deposit may not be used by Tenant to pay rent during the tenancy.** The security deposit will be used at the end of the tenancy to compensate the Owner or Landlord for any damages, cleaning or other charges. If the premises are surrendered to landlord at the termination or expiration of this agreement in a clean and undamaged condition acceptable to Landlord, Landlord shall return the **refundable deposits** to the Tenant. However if the premises are delivered to Landlord in an unclean or damaged condition not acceptable to Landlord, Landlord may, **at Landlord's option, retain all or a portion of the refundable deposits** and may hold the Tenant liable for any additional charges. No interest will be paid on deposits held by Landlord/Owner.

## **2.6. Rent Pro-ration (Rent due for part of a month)**

If the lease does not start at the beginning of a month, a full month's rent shall be due at the start of the lease term and the second month's rent shall be reduced. The reduced amount shall be proportionate to the time the tenant did not occupy the premises during the first (partial) month.

## **2.7. Rent Related Charges**

A late charge of **\$10.00 per day** shall be added to all rent not received within 3 days of the due date and shall be collectible as additional Rent.

The Tenant shall pay a charge of **\$50.00 for all checks returned** from the bank unpaid for any reason in addition to the late charge. These additional charges shall be collectible as Rent. If the check has been returned from the bank unpaid for any reason, the Landlord reserves the right to require that all sums due under this agreement be paid in the form of a cash, cashier's check or money order.

## **2.8. Maintenance of the premises:**

Tenant has examined the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Upon termination of this agreement, Tenant promises to surrender the premises to landlord in the same condition as when the Agreement term commenced, reasonable wear and tear accepted. Tenant shall maintain the Premises (including landscaping) in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, maintain the Premises in a clean and safe condition, dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner, keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner, and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions of A.R.S. 33-1369. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs and smoke alarm batteries as frequently as conditions require. Landlord 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, keep all of the common areas in a clean and safe condition, and maintain in a good and safe working order all existing appliances, plumbing and electrical facilities. Landlord agrees to maintain the Premises as provided in A.R.S. 33-1324.

**Tenant agrees to complete all minor maintenance not exceeding \$35.00.**

## **2.9. Alterations and Improvements:**

Tenant shall not make any alterations or improvements in any way without Landlord's prior written consent.

## **2.10. Indemnity and Release:**

Tenant agrees to indemnify and hold harmless Landlord and Owner and any of his/her respective agents, representatives or employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by Tenant and their guests, invitees, agents, pets or others under their control.

## **2.11. Tenant Liability/Renter's Insurance:**

Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.

## **2.12. Rules, Regulations and Applicable Law:**

Tenant agrees to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowner's Association rules and regulations concerning the Premises. Tenant agrees to supervise Tenant's family, guests and invitees to insure their compliance with these rules, regulations, and laws. Tenant shall be responsible for any actions of Tenant's family, guests and invitees who violate this Agreement or Landlord's rules or regulations, pursuant to A.R.S. SS 33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing body as a result of Tenant's violation of any of these rules, regulations, and laws.

The Tenant has either received a copy of any rules, regulations, and laws concerning the Premises, or has made an independent investigation of the applicability of such rules, regulations, and laws as to the Tenant's use of the Premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the Landlord

may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date. A.R.S. SS 33-1342(C).

**2.13. Access:**

The Tenant agrees to make the Premises available to the Landlord with at least two (2) calendar days' notice in order to inspect the Premises, make necessary or agreed repairs, termite inspections, decorations, alterations or improvements, supply necessary or agreed services, or to exhibit the Premises to prospective or actual buyers, mortgagees, tenants, workmen or contractors as authorized in A.R.S. SS 33-1343.

**2.14. Counterpart and Facsimile:**

This Agreement, any attached exhibits, and any addenda or supplements signed by the parties shall constitute the entire Agreement between Landlord and Tenant and shall supersede any other written or oral Agreement between Landlord and Tenant. This Agreement can only be modified in writing and signed by Landlord and Tenant. A fully executed facsimile copy of the entire Agreement shall be treated as an original Agreement. This Agreement may be signed in counterpart.

**2.15. Late or Partial Payments:**

The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable late fees or costs.

**2.16. Waivers:**

No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.

**2.17. Attorney's Fees and Costs:**

If a lawsuit or arbitration proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs as set by the court or arbitrator.

**2.18. Subordination:**

This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) calendar days of presentation.

**2.19. Notices:**

Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall be delivered to Landlord or to Tenant at the Premises and shall be sent by registered or certified mail, or personally delivered, or as otherwise provided in A.R.S. SS 33-1313. Such notice shall be deemed received on the date the notice is actually received or five (5) calendar days after the date the notice is mailed by registered or certified mail, whichever occurs first.

**2.20. Court Modification:**

If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Agreement shall remain in full force and effect.

**2.21. Construction of Language:**

The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The use of the term Landlord in this Agreement shall include any Property Manager.

**2.22. Pets:**

No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.

**2.23. Smoking:**

Tenant agrees to prohibit smoking inside the premises. All smoking activities (by tenant or guests, etc.) must be done outdoors.

