

3. RENT.

Tenant agrees to pay, without demand, on or before the 1st day of each month to **OnSite Realty** as rent for the Unit the *sum* of \$_____ **per month to 2200 E. River Rd. #108, Tucson, AZ. 85718** or at such other place as Agent may designate. Agent ***will*** impose a late payment charge of 50.00 per day for any amount that is more than four (4) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. In addition, there will be \$50.00 fee for any check that is returned for non-sufficient funds for any reason. After one NSF check rent shall be paid by money order or cashier's check. In the event OnSite Realty must stop payment on a check a \$50.00 fee will also apply. **If there is any reason to break this lease, tenant is required to submit a written 30 day notice and pay rent through the end of the 30 days. In addition, tenant agrees to pay 1 additional month's rent as the cancellation fee and tenant shall also forfeit their entire security deposit.**

4. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant deposits with Agent in the amount of \$_____ (transferred to new agreement, if applicable) \$_____ as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, without interest, following the full and faithful performance by Tenant of this Lease. This deposit shall be held in broker's trust account until the end of your lease. In the event of damage to the House caused by Tenant or Tenant's family, agents or visitors, Agent may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable. \$100 (1 Bedroom) or \$150.00 (2 or more bedrooms) of this deposit is non-refundable as it will be used for cleaning at the end of your lease.

5: QUIET ENJOYMENT:

Agent agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Agent will not interfere with Tenant's peaceful use and enjoyment of the Unit.

6. USE OF PREMISES.

A. The Unit shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Unit nor any part of the Unit yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and Condo associations, if any, with respect to the Unit. (See #8 C.)

7. NUMBER OF OCCUPANTS.

Tenant agrees that the Unit shall be occupied by no more than a total of _____ persons, whether they are adults and/or children.

8. CONDITION OF PREMISES.

Tenant(s) Initial All That Are True:

_____ A. Tenant agrees that Tenant has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

_____ B. Agent and Tenant agree that a copy of the “Joint Inspection,” the original of which is maintained by Agent and a copy provided to Tenant, attached hereto reflects the condition of the Unit at the commencement of Tenant’s occupancy.

_____ C. Agent and Tenant agree that a copy of the “CC&R’s” (Covenants, Covenants & Restrictions for the _____ were given to the tenant by the Agent. It is also agreed that you the tenant will comply with all “CC&R’s.

_____ D. Lead-Based Paint Disclosure: Housing *built before 1978* may contain Lead-Based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and /or lead based paint hazards in the dwelling. **Leases must also receive a federally approved pamphlet on lead poisoning prevention.**

Landlord states as follows:

The leased premises *were constructed after 1978.*

9. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Unit or any part of the Unit without Agent’s prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Agent, or an assignment or subletting by operation of law, shall be void and, at Agent’s option, terminate this Lease.

10. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Unit or construct any building or make other improvements without the prior written consent of Agent.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Unit by Tenant, with the exception of fixtures properly removable without damage to the Unit and movable personal property, shall, unless otherwise provided by written agreement between Agent and Tenant, be the property of Agent and remain at the expiration or earlier termination of this Lease.

11. DAMAGE TO PREMISES.

If the Unit, or any part of the Unit, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Unit is

untenantable. If Agent shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Unit any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Unit or that might be considered hazardous.

13. UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Agent will provide: NONE. Tenant agrees to pay the monthly water bill that is provided by agent. Tenant shall not default on any obligation to a utility provider for utility services at the Unit.

14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Unit and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Unit in good order and repair; keep the furnace clean, replace furnace /air conditioning filter(s) once a month and keep the walks free from dirt and debris. For single family homes Tenant shall keep front and backyards free from debris, trash and weeds. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor.

B. Tenant agrees that no signs shall be placed or painting done in or on or about the Unit by Tenant without the prior written consent of Agent.

C. Tenant agrees to promptly notify Agent in the event of any damage, defect or destruction of the Unit, or the failure of any of Agent's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Agent shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. ANIMALS.

Tenant shall keep no domestic or other animals in or about the Unit without the prior written consent of Agent. Pets are not allowed in or on the Property unless indicated in advance in writing and secured with a non-refundable Pet Cleaning Fee. Pets allowed: Yes/No. (Circle one) If pets are allowed per owner's agreement with Manager, Guest is allowed the number of pets in/on the Property, upon payment of a non-refundable Pet Cleaning Fee of \$80.00 per pet.

16. RIGHT OF INSPECTION.

Agent and Agent's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Unit for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. DISPLAY OF SIGNS.

During the last forty-five (45) days of this Lease, Agent or Agent's agent may display "For Rent" or "For Sale" or "Vacancy" or similar signs on or about the Unit and enter to show the Unit & garage, if applicable, to prospective purchasers or tenants.

18. HOLD OVER BY TENANT.

Should Tenant remain in possession of the Unit with the consent of Agent after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Agent's consent, Agent is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Unit.

19. SURRENDER OF PREMISES.

At the expiration of the Lease, Tenant shall quit and surrender the Unit & garage, if applicable, in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Agent may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held, as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Agent, then in addition to forfeiture of the Security Deposit, Agent may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Unit or any of Tenant's personal property in or about the Unit, Agent shall have the following rights: Agent may, at Agent's option, enter the Unit by any means without liability to Tenant for damages and may relet the Unit, for the whole or any part of the then unexpired term, and may receive and collect

all rent payable by virtue of such reletting; Also, at Agent's option, Agent may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Agent by means of such reletting. Agent may also dispose of any of Tenant's abandoned personal property, as Agent deems appropriate, without liability to Tenant. Agent is entitled to presume that Tenant has abandoned the Unit if Tenant removes substantially all of Tenant's furnishings from the Unit, if the Unit is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Agent to presume under the circumstances that the Tenant has abandoned the Unit.

22. SECURITY.

Tenant acknowledges that Agent does not provide a security alarm system or any security for the Unit or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Agent from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. INSURANCE.

Tenant acknowledges that Agent will not provide insurance coverage for Tenant's property, nor shall Agent be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Agent and Tenant.

28. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Unit and if to Agent, at the address for payment of rent.

29. Smoking.

Absolutely no smoking, candle burning, or kerosene heaters permitted with in this property. Failure to comply will result in loss of damage deposit and any other expenses this may incur.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Sign: _____ Print: _____ Date: _____
(Tenant Signature) (Tenant Printed Name)

Sign: _____ Print: _____ Date: _____
(Tenant Signature) (Tenant Printed Name)

Sign: _____ Print: _____ Date: _____
(Tenant Signature) (Tenant Printed Name)

Sign: _____ Print: _____ Date: _____
(Tenant Signature) (Tenant Printed Name)

Sign: _____ Date: _____
(Agent -- **Rob Alvarez** -- Signature --- OnSite Realty)

Sign: _____ Date: _____
(----- **Caroline Auza** --- Signature)
(Designated Broker -- OnSite Realty)

