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**RESIDENTIAL HOUSE LEASE AGREEMENT**

PLEASE MAKE SURE ALL BLANKS ARE FULLY FILLED OUT ON EVERY PAGE. PLEASE DO NOT WRITE ANY ADDITIONAL VERBAGE ANYWHERE ON THIS AGREEMENT. AN INCOMPLETE AGREEMENT COULD RESULT IN A DELAY OF SERVICE.

This Residential House Lease Agreement ("Lease") is made and effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **OnSite Realty** ("Agent") and \_\_\_\_\_ ("Tenant," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants.

Tenant Home Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_

Work Number \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*(If you do not know this at the time of signing the lease please forward to OnSite Realty 5 days prior to move out for the return of security deposit)*

Email Address: \_\_\_\_\_

**1. PREMISES.**

Agent hereby rents to Tenant and Tenant accepts in its present condition the house

at following address: \_\_\_\_\_ .

**2. TERM.**

The term of this Lease shall start on \_\_\_\_\_ and end on \_\_\_\_\_. In the event that Agent is unable to provide the House on the exact start date, then Agent shall provide the House as soon as possible, and Tenant's obligation to pay rent shall abate

during such period. Tenant shall not be entitled to any other remedy for any delay in providing the House.

### **3. RENT.**

Tenant agrees to pay, without demand, to **OnSite Realty** as rent for the House the sum of \_\_\_\_\_ per month at **7065 Oracle Road, Tucson, Arizona, 85704** or at such other place as Agent may designate. Agent may impose a late payment charge of \$25.00 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 months 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 \_\_\_\_\_ 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 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 House.

### **6. USE OF PREMISES.**

A. The House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the House nor any part of the House or 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 homes associations, if any, with respect to the House.

**7. NUMBER OF OCCUPANTS.**

Tenant agrees that the House shall be occupied by no more than \_\_\_\_\_ persons, including no more than [Maximum Number of Children] under the age of eighteen (18) years, without the prior written consent of Agent.

**8. CONDITION OF PREMISES.**

A. Tenant agrees that Tenant has examined the House, 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 House at the commencement of Tenant's occupancy.

Agent and Tenant have signed a separate Lead Paint Disclosure form, attached to this Lease and made a part hereof.

**9. ASSIGNMENT AND SUBLETTING.**

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the House or any part of the House 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 House 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 House by Tenant, with the exception of fixtures properly removable without damage to the House 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 House, or any part of the House, 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 House is untenable. 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 House any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the House 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: \_\_\_\_\_ Tenant shall not default on any obligation to a utility provider for utility services at the House.

**14. MAINTENANCE AND REPAIR.**

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the House in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. 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 on or about the House 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 House, 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 House without the prior written consent of Agent.

**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 House 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 thirty (30) days of this Lease, Agent or Agent's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the House and enter to show the House to prospective purchasers or tenants.

**18. HOLDOVER BY TENANT.**

Should Tenant remain in possession of the House 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 House.

**19. SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the House 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 House or any of Tenant's personal property in or about the House, Agent shall have the following rights: Agent may, at Agent's option, enter the House by any means without liability to Tenant for damages and may relet the House, 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 House if Tenant removes substantially all of Tenant's furnishings from the House, if the House 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 House.

**22. SECURITY.**

Tenant acknowledges that Agent does not provide a security alarm system or any security for the House 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 House and if to Agent, at the address for payment of rent.

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

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Rob Alvarez  
Agent

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OnSite Realty  
Caroline Auza  
Designated Broker

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Tenant

