



WEST USA REALTY

16150 N Arrowhead Fountain Center Dr, Ste 100 ♦ Peoira, AZ 85382
Cell: 602 359 1123 ♦ Fax: 888 933 5656

LEASE RULES AND REGULATIONS

Address: _____

Tenant(s): _____

(Initials) _____ **SCHOOLS:** I/We understand that some schools may not be accepting enrollment of students and I will verify the status of the schools I am planning to have my children or myself attend and I am aware that school boundaries are subject to change at any time.

(Initials) _____ **AIRPORTS:** I/We understand I need to verify if the property is within a Military Airport Territory or any Airport over flight area if it is a concern to me. Information is available through the Arizona Department of Real Estate website, www.re.state.az.us. I/We also acknowledge receipt of a copy of the Luke Air Force Base noise and over flight map if we are looking for a home in the vicinity and/or surrounding areas of Luke AFB.

MOVE-IN INSPECTION

Tenant agrees to a Move-In Inspection of the premises AT TIME OF POSSESSION with the Landlord, Property Manager or Tenant's Realtor. The Property Manager will then send a copy to the Tenant for their records. This list is for the Tenant's protection, so Tenant is not charged for these defects when the lease expires. The Move-In/Move-Out Inspection form **is not a request for work to be performed.**

RENT AND LATE FEES

1. Rent is due by the day stated on the Lease and delinquent the following day.
2. If rent is not received on the due date, there will be a late fee charged according to the provisions of the Lease. **This includes checks received by mail that does not reach us by the due date.** Late payments need to include ALL late fees due.
3. If the rent is not paid by the due date, you will be sent a 5-Day Notice to pay in full. This notice is the first step in the legal process for eviction and recovery of possession, monetary damages and attorney's fees.
4. Partial rents are only accepted with Landlord's authorization. **Late fees will continue to accrue until ALL rent and late fees are paid in full.**
5. If your checks are returned by the bank twice during the term of your lease, only Cashiers Check will be ONLY form of payment accepted from that point forward.

Initial

Initial

UTILITIES

Tenant **MUST** have all services put in their name **PRIOR** to Move-In.

ALL utilities must remain turned ON in Tenant’s name until final walkthrough is completed or the end of Lease term, whichever occurs later.

USE AND/OR MODIFICATION OF PROPERTY

1. Walkways must be kept clean and clear of all items that would obstruct passage, including bicycles and toys.
2. Discharging of firearms, including BB guns, are prohibited on the grounds of the property.
3. Loud noises such as televisions, stereos, parties, visitors, etc. must be maintained at a noise volume level as not to disturb any of the neighbors. Tenant agrees to generally conduct himself and others in his charge in a manner so as not to disturb his neighbors.
4. Outdoor cooking is allowed on grounds 10 feet or more from buildings. Please be careful with your smoke and ashes.
5. Tenant is not permitted to do any painting, wallpapering, carpentry work or additional landscaping installation without prior written approval by the Owner or Property Manager.
6. Modification of existing locks or installation of new locks, bells, etc. is strictly prohibited. Tenant shall be responsible for the security of the premises until all keys have been returned to the Property Manager.

LANDSCAPING MAINTENANCE

Watering and maintenance of the landscaping will be the Tenant’s responsibilities. Plants and lawns shall be watered adequately. Lawns are to be mowed and weeds pulled on a weekly basis. If maintenance is not kept, the Property Manager will give the Tenant **five (5) days** to correct the condition. If after five days, the lawn care is not completed, the Property Manager will then provide gardening service for which Tenant agrees to pay a minimum of **\$75.00** each time. Payment is due with Tenant’s next monthly rental payment. It is the Tenant’s responsibility to purchase hoses, sprinklers, and any equipment necessary to maintain the lawn and grounds. Any replacement or work that is necessary because of Tenant’s negligence will be charged to the Tenant and/or withheld from Security Deposit for replacement.

HOMEOWNERS ASSOCIATION

If premises are located in a subdivision governed by CC&R’s or a Homeowner’s Association, Tenant acknowledges receipt of said documents and agrees to conduct themselves in a manner so as not to violate any of these rules. In the event any fines occur as a result of Tenant violation, Tenant agrees to pay such fines promptly and to cease the offending activity immediately. In the case that the Tenant continues to violate the HOA rules and does not pay fines by their deadlines, Tenant may face eviction from the property.

OCCUPANCY

Guests remaining more than fifteen (15) days shall be considered additional occupants unless prior written consent is given by the Landlord/Property Manager. Landlord/Property Manager may, but is not obligated to, remove any unauthorized occupant as a trespasser or may request said unauthorized occupant to sign and abide by the Lease Agreement. Should unauthorized occupant refuse to be bound by this Lease or refuse to leave on Landlord’s/Property Manager’s demand, the unauthorized occupant will be given a 5-Day Trespasser Notice to Vacate or the Tenant will be given a 10-Day Notice of Material Non-Compliance to remove the unauthorized guest.

Initial

Initial

REPAIRS

1. The Landlord/Property Manager will not pay for any unauthorized repairs.
2. All repair requests must be requested in writing (via regular mail, email or fax) UNLESS it is an emergency. Repair Request Forms can be found at www.JessieCollier.com.

Emergency repairs should be phoned to the Property Manager immediately at 602 359 1123.

Should it be determined that requested repair(s) is not an emergency, the Tenant is responsible for all service fees, trip charges, overtime charges etc. incurred, which are due and payable AT THE TIME OF SERVICE.

Tenant understands and agrees that Landlord shall make a reasonable attempt to make all repairs as soon as possible, but is not obligated to pay overtime rates in order to complete repairs.

Tenant understands and agrees that Landlord will not reimburse Tenant for alternate sleeping accommodations if repairs cannot be made immediately.

Damage to the complex and facilities by Tenants, family or visitors, will be the responsibility of said Tenant. Tenant agrees to maintain and repair at his or her own expense, any damage to furnishings and equipment that is not considered normal wear and tear. Broken windows, burns or tears in carpet are chargeable to Tenant. Should damages be noted, Tenant agrees to pay for ALL damages.

3. Repairs that are caused by the Tenant will be charged to the Tenant. For example, a child puts a toy down the toilet and plugs it up. This is not a natural problem and therefore, the cost of repairs will be paid by the Tenant. **If the property is under a Home Warranty, the Tenant will be responsible for paying for the service call/deductible. If the property is not under a Home Warranty, then the Tenant will be responsible for payment at time of service.** The Property Manager shall initiate repairs through the necessary workmen, contractors or warranty company (when applicable). The Property Manager shall instruct the necessary workmen, contractors or warranty company to schedule agreed upon repairs with Tenant directly. Tenant agrees to make the premises available to workmen or contractors as authorized in A.R.S. §33-1343.
4. Tenant shall be responsible for any blockage in the plumbing draining lines. All the drains are free and clear of debris upon move-in and the Landlord will only pay for the unclogging of the drain if caused by roots growing in the lines.
5. **Tenant shall change the air conditioning/heating filter once a month.** This will extend the life of the unit and reduce the monthly utility bill. Any damage to heating and/or air conditioning equipment and ductwork caused by failure of Tenant to change filters will be charged to Tenant.

In the event that the home has an evaporative cooler in addition to an air conditioning/heating unit, then Tenant agrees to be solely responsible for all service to evaporative cooler. If Tenant chooses to use cooler, Tenant agrees to service such cooler, by draining cooler and shutting off water in the fall,

cleaning the inside of the cooler and replacing the pads and filling with water in the spring. Tenant shall make sure the overflow drain is not plugged and that water is not running off the roof.

In the event that the home has only an evaporative cooler, then Owner is responsible for routine maintenance of the unit. The Tenant agrees to service such cooler, by draining cooler and shutting off water in the fall, cleaning the inside of the cooler and replacing the pads and filling with water in the spring. Tenant shall make sure the overflow drain is not plugged and that water is not running off the roof.

Initial

Initial

6. The Property Manager does not provide pest service. Arizona has an extremely healthy bug population and can only be controlled by monthly spraying. It is the Tenant's responsibility to pay for pest termination. However, if Tenant notices any termite tubes on or around the premises, please notify the Property Manager immediately.
7. There is no glass coverage of any kind. Any broken windows or glass such as doors, medicine cabinets, light fixtures and mirrors are the full responsibility of the Tenant.

INSPECTIONS

There will be a monthly drive-by inspection and a full interior inspection of the property periodically by the Property Manager or his/her Associate. The tenant will be notified with a minimum of 48 Hours Notice prior to the interior inspection. The Property Manager will be checking for the overall condition of the property and for any breach of the contract (i.e. such as unauthorized pets anywhere in or on the premises).

VEHICLES

Non-operative and unlicensed vehicles are not permitted on premises. Tenant will be given a 14-day written notice to remove vehicle before vehicle is towed as authorized in A.R.S. §33-1369.

Major mechanical repair work on vehicles is not permitted on premises.

Commercial vehicles may not be parked on premises without written consent of the Property Manager.

PET POLICY

We will allow a maximum of three (3) pets total (cats or dogs). The breed of the dog will need to be approved by the Landlord. Any other animals beside cat or dog will also need to be approved by the Landlord. Pet fees are as follows: \$250.00 for the first pet and \$100.00 per additional pet. Our pet fees are NON-REFUNDABLE. If during an interior inspection, we notice that you have an unauthorized pet living in the property, you will be given a 10-Day Non-Compliance Notice where you either have to remove the pet from the premises or vacate the property within 10 days of that Notice OR with Landlord's approval pay an additional deposit for the new pet (number of pets still limited to a maximum of three).

TELEPHONE NUMBERS

Tenant shall provide the Property Manager any updates in their home and business telephone numbers. If numbers are not provided, Tenant will be charged a **\$25.00** trip charge if Property Manager is required to drive to property to collect past due rents, make repairs, or contact the Tenant.

SMOKING

Smoking is **NOT** allowed inside the premises. Any scent of smoke upon tenant's vacancy may result in the automatic forfeiture of the Security Deposit.

LEGAL NOTICES

Tenant is responsible for the cost of delivery of any and all legal notices. In addition, Tenant will be charged **\$25.00** per occurrence for the preparation and delivery of a 5-Day Notice, forcible detainer, or for a representative of Owner to appear in court.

EARLY TERMINATION OF LEASE

If Tenant vacates prior to the expiration of this lease for any reason other than military transfer, ALL deposits will be forfeited and will not be credited towards Tenant's rent. In addition, Tenant will be charged an additional \$250.00 Break-Lease Fee. Tenant will also be held liable for the full term of the lease, cleaning, repairs and/or maintenance to the property until such time the property is re-rented with a new Tenant that is acceptable to the Owner.

Initial

Initial

SECURITY AND CLEANING DEPOSIT

If prior to moving out Tenant does not clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from Tenant’s Security Deposit or owed to Landlord if Tenant’s Security Deposit is insufficient to cover the charges. Tenant will be charged the listed amount for each instance in which a listed item must be cleaned or repaired. The prices given for the items listed below are **average prices only**. If the Landlord incurs a higher cost for cleaning or repairing an item, Tenant will be responsible for paying the higher cost. This is not an all-inclusive list. Tenant can be charged for cleaning or repairing items that are not on the list.

<u>Kitchen Cleaning</u>	<u>Bathroom Cleaning</u>	<u>Miscellaneous</u>
Oven \$30	Shower Doors \$15	Window Coverings \$50
Stove & Vent \$15	Toilet (each) \$25	Holes in Wall (each) \$75
Dishwasher \$15	Tub/Shower (ea) \$200	\$40 Carpet Repair (each)
Cabinets \$30	Sinks/Cabinets \$35	Trash Removal (load) \$60
Countertops \$25	Countertops \$25	Painting (per Room) \$250
Flooring \$55	Flooring \$45	Wallpaper Removal \$150/Room

REPLACEMENT CHARGES

If any items are missing or damaged by the Tenant to the point that they must be replaced when Tenant moves out, Tenant will be charged for the current cost of the item, plus labor and service charges. A representative list of replacement charges is listed below. These are average prices. If the Landlord incurs a higher cost of replacing an item, Tenant will be responsible for paying the higher costs. This is not an all-inclusive list. Tenant can be charged for the replacement of items that are not on this list.

Window Glass \$100	Smoke Alarm \$35	Doors \$250
Patio Glass Doors \$150	Light Fixtures \$75	Countertops \$250
Window Screens \$75	Patio Screens \$125	Bathroom Mirrors \$90
Disposal \$95	Locksets \$55	Oven Racks \$65
Towel Racks \$35	Mini-Blinds \$85	Garage Door Opener \$50/each
Keys (House) \$35	Keys (Mailbox) \$35	Keys (Pool) \$35
Drip Pans \$35	Dead Plant \$25	Dead Tree \$150

REMOVAL OF HAZARDOUS ITEMS

The cost will be determined by the type and amount of material involved. These include items such as tires, oil, batteries, chemicals, etc.

MOVE-OUT INSPECTION

It will be necessary for us to inspect the property before your Security Deposit can be refunded. Tenant has the right to be present at the time of the move-out inspection and must notify the Property Manager in writing of their desire to be present. Upon receipt of the request to be present, the Property Manager will notify Tenant of an approximate date and time the inspection will occur. If the Tenant does not want to be present during the move-out inspection, keys and garage door openers need to be turned in at the office **before** the Property Manager can inspect the property.

LAST 30-DAY OF LEASE TERM

Tenant agrees to allow Realtor representing Landlord to place a lockbox and yard sign at the property 30 days prior and continuing through the end of lease/occupancy. Tenant also agrees to allow Realtor representing Landlord and other Realtors to show the property with a 48-hour notice 30 days prior and continuing through the end of lease/occupancy.

Initial

Initial

REFUNDABLE DEPOSITS

Tenant understands that any refundable deposits **are not being held in lieu of nor will it be** applied towards last month's rent payment.

DEPOSIT RETURN

Tenant must leave the property in a clean and orderly fashion, barring normal wear and tear. Carpets have been professionally cleaned prior to move-in. Only professional, truck-mounted, steam cleaning is acceptable to the Property Manager at move-out. If Tenant is unable to coordinate or pay for this type of carpet cleaning at move-out, then Property Manager will deduct cost of carpet cleaning from deposits. After move-out and final inspection, Tenant will supply the Property Manager with a request for return of deposits along with complete information on forwarding address where deposits may be sent. The Property Manager will return security deposit with **14 business days** after move-out. Tenant must leave the property in a clean and orderly fashion, except for normal wear and tear. Any differences in condition of property as evidenced by move-out inspection after Tenant has vacated will be charged to Tenant.

Refundable deposits being held may be placed in an interest-bearing account, and if any interest is earned on these deposits, then that earned interest belongs to the Broker or Owner.

Tenant Date

Tenant Date