

1. The PREMISES: Pursuant to this Lease, Landlord agrees to lease to you the following (collectively, the “Premises”):

- i. Your sole use of a Bedroom in an Apartment located in a Building in the Apartment Community (**Note:** your specific Building, Apartment and Bedroom will be assigned to you prior to your moving into the Apartment);
- ii. Together with the other residents of the Apartment, your shared non-exclusive use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, “**Common Areas**” are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
- iii. Your sole use of furniture within the Bedroom assigned to you (if the Premises is leased ‘Furnished’); and your shared use of all appliances and furniture (if the Premises is leased ‘Furnished’) within the Common Areas of the Apartment; and
- iv. Your use of the mailbox assigned to you.

Tenant acknowledges and agrees that Landlord may change the assigned Premises from time to time, in Landlord’s sole and absolute discretion. If we reassign you, we will give you written notice of the reassignment. Unless there are exigent circumstances, we will allow you at least one (1) days to move all of your personal property from the originally assigned Apartment to your new Apartment. You will bear any expenses relating to any such move. We will not increase your rental rate because of the reassignment; however, we may offer you a different unit type if you agree to pay the market rent applicable to that unit type which may be different from the rate for your originally assigned unit.

You have the right to request, in writing, to relocate to another Apartment and/or Bedroom within the Apartment Community at any time during the specified Lease Term for any reason; however, Landlord reserves the right to approve, in its sole discretion, any such request to relocate to another Apartment and/or Bedroom. If space permits, and Landlord approves any such written request to relocate to another Apartment and/or Bedroom within the Apartment Community, you will be charged (and you are obligated to pay to Landlord) a one-time non-refundable Transfer Fee in the amount of \$400.

2. LEASE TERM.

You agree to lease the Premises for the entire term of this Lease beginning at 12 p.m. (Arizona time) on the Start Date and expiring at 12 p.m. (Arizona time) on the Ending Date (the “**Lease Term**”). Notwithstanding same, you may not occupy the Premises until (i) this Lease and other required documents have been fully signed by all applicable parties and delivered to Landlord, and (ii) Landlord has delivered possession of the Premises to you, as evidenced by the delivery of keys to the Premises.

NOTE: the fact that you are no longer a student of any applicable educational institution does not shorten the Lease Term or reduce or limit your liability under this Lease.

3. MONTHLY INSTALLMENT:

You agree to pay, in advance, on or before the first day of each calendar month during the Lease Term, regardless of whether it is a holiday or weekend, the Monthly Installment due for such month, (**PARTIAL PAYMENT WILL NOT BE ACCEPTED**) which consists of the Base Rent plus all applicable Monthly Fees and all applicable taxes (each a “**Monthly Installment**”), with the first installment due no later than the Start Date. All payments should be made payable to: “**Park Place Tempe**” and be delivered to Landlord on or before the applicable due date at the following address: Park Place Tempe, 1317 South Terrace Rd, Tempe, Arizona 85281, unless otherwise agreed by Landlord. Notice is hereby provided to Resident that the applicable sales tax or transaction privilege tax rate may be increased from time to time by the municipality where this Apartment Community is located. If the rate is so modified by the municipality pursuant to A.R.S. § 33-1314(E), applicable taxes charged by Landlord on the Base Rent and Monthly Fees will be increased accordingly, which will modify the amount of each Monthly Installment. In such event, the Monthly Installments calculated and set forth on Page 1 of this Lease will be revised to reflect the increase to the applicable taxes and Resident shall be required to pay the increased amount for the remainder of the Lease Term upon thirty (30) days advance written notice of the changed rate.

We do not have to ask (**MAKE DEMAND UPON**) you to pay the Rent. You agree to pay Rent by first class mail postage prepaid or in person to Landlord at the place specified by Landlord.

Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God or Force Majeure, or to reduce any Rent payable to us by any of your costs or damages. At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier’s check, money order, personal check or by ACH direct deposit or other forms of electronic payment approved by Landlord in its sole and absolute discretion. In addition, if two (2) or more payments for Rent are returned to us for insufficient funds or for any reason whatsoever, Landlord shall have the right, but not the obligation, to thereafter require that all Monthly Installments money payable to us be paid in either certified or cashier’s check or money order. Cash will not be accepted under any circumstances.

If any Monthly Installment, or any other Rent payment, is not paid in full and received by Landlord at the designated place of payment by the 4th day of the applicable month, you agree to pay us an initial **LATE CHARGE** of additional rent of \$25.00 plus all applicable taxes on the fifth (5th) day of the month; and additional late charges of additional rent of \$5.00 plus all applicable taxes per day thereafter until Rent and late charges are paid in full.

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Additional late charges for any one payment may not exceed more than 30 days before we may terminate the lease and collect the balance of Rent payable through the end of the Lease term. You also agree to pay the greater of \$45 or 5% fee, plus a \$15 collection processing fee for each returned payment plus the above late charges until we receive acceptable payment, plus any fees charged to us by our bank, plus the above late charges until we receive acceptable payment, subject, however, to any maximum amount provided by applicable law.

While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that we may accept a partial payment does not imply that we accept the account as being current. In the event that your Rent is not paid in full, we will charge you (and you agree to pay) late fees on any outstanding balance. In addition, our acceptance of any payment marked "final payment" or "paid in full" does not absolve you of any outstanding balance.

At our option and without notice, any payment received may be applied first to your obligations which do not constitute Rent and, then to Rent (any past due Rent being paid first), regardless of whether or not you made notations on payments or money orders and regardless of when or how the obligation came about.

The mailbox is not our agent for receipt. The postmark date is not the date we receive payment. You agree with us that the late charges set forth above are based on a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of Rent. Our acceptance of a late charge does not waive our right to exercise remedies under Section 17 below.

You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease and made a part of this Lease for all purposes.

If your account is sent to a collection agency, you are responsible for all additional fees incurred in the process.

4. SECURITY DEPOSIT: (IF APPLICABLE)

As a condition to the effectiveness of this Lease, and as partial security for all of your obligations under this Lease, you agree to deposit with Landlord a refundable security deposit in the amount set forth on the first page of this Lease, if applicable.

You agree that the Security Deposit, if applicable, will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit. Subject to applicable law, we may use the Security Deposit to pay for any damages caused by you, other residents, your family or your guests, and among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear". Tenant acknowledges and agrees that Landlord shall be permitted to deposit the Security Deposit in its general operating account for the Apartment Community, and that it need not be deposited and held in a separate trust account, and that Landlord shall be permitted to use the Security Deposit to repair damage to the Premises or the Apartment, to pay for replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke-detector batteries; trips to let in company representatives to remove your telephone or TV cable services or Rental items; trips to open the Apartment when you or any occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters, false security-alarm charges; government fees or fines against us for violation by you, or your guests of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-payment charges; attorney's fees, court costs, and filing fees paid in any eviction proceeding against you; and other sums due under the Lease or applicable law. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with us, within 3 days after written demand, the funds necessary to restore the Security Deposit to its full amount, and if none is required at inception, we may require a Security Deposit at any time, with or without cause.

Landlord's right to recover possession of the Premises upon Tenant's default shall not be limited in any respect because Landlord holds the Security Deposit. Tenant's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit, but rather Tenant remains liable for and shall promptly pay Landlord all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages or repairs. Upon vacating the Premises for any reason, if Tenant does not leave the Premises in as good a condition as when it was received by Tenant from Landlord, normal wear and tear excepted, Landlord may apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. Landlord may also apply the Security Deposit to effect repairs, or to pay any sum owed by Tenant to Landlord whatsoever including but not limited to any amount for final cleaning or repair of floors, floor coverings, blinds, windows, screens, walls, fixtures and appliances, and any damage caused to the Premises during the Lease Term or during the period in which has possession or control of the Premises, whichever is longer. If Tenant fails to reasonably clean the Premises in accordance with Landlord's written move out policies, Landlord may withhold or deduct reasonable charges to complete such cleaning from the Security Deposit. If Tenant fails to leave the Premises infestation free, or otherwise causes an infestation in the Premises, Tenant shall be obligated to pay reasonable extermination charges to restore the Premises to infestation free status. Any such necessary extermination charges may be deducted from Tenant's Security Deposit. Upon move-out, Tenant agrees to schedule with Landlord a final inspection of the Premises. If Tenant fails to do so, Tenant waives all rights to a joint inspection and, any damages caused to the Premises will be determined exclusively by Landlord. In accordance with A.R.S. §33-1321, after the expiration or termination of this Lease, or upon surrender and acceptance of the Premises, whichever occurs last, Landlord shall mail to Tenant at Tenant's last known address a written statement listing the full and specific reasons for all charges against the Security Deposit, together with a refund of the balance, if any, of the Security Deposit to Tenant within fourteen (14) days, excluding Saturdays, Sundays and legal holidays.

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If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for the return of the Security Deposit. We will not be liable for any pre-paid rents paid to us.

5. STARTING DATE; PREMISES LEASED "AS IS"

Landlord will use commercially reasonable efforts to provide you with possession of the Premises on the Starting Date. The Lease will be legally enforceable and fully effective as of the Start Date even if we cannot provide you with actual possession of the Premises on the Start Date for any reason including, without limitation, because the prior Resident is still in the Premises or the Premises are damaged or otherwise not ready. **IF WE CANNOT PROVIDE YOU WITH POSSESSION OF THE PREMISES ON THE START DATE, YOU DO NOT HAVE TO PAY RENT UNTIL THE DAY WE DO PROVIDE POSSESSION OF THE PREMISES TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, IF POSSESSION OF THE PREMISES CANNOT BE DELIVERED TO YOU FOR ANY REASON ON THE START DATE, YOU SHALL NOT HAVE THE RIGHT TO TERMINATE THIS LEASE; IF LANDLORD ELECTS TO PROVIDE YOU WITH ALTERNATE LODGING AT LANDLORD'S EXPENSE UNTIL THE PREMISES IS AVAILABLE FOR MOVE IN, YOU SHALL START PAYING THE ENTIRE MONTHLY INSTALLMENT BEGINNING ON THE DATE THE LANDLORD MAKES AVAILABLE TO YOU THE SAME, WHETHER OCCUPIED BY YOU OR NOT.** Notwithstanding same, Landlord shall have no obligation to elect to provide you with alternate lodging.

An Inventory and Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances, and furniture in the Apartment will be deemed to be in a clean, safe, and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Inventory and Condition Form by the end of the day following the day on which you move in, you accept the Premises and the fixtures, appliances, and furniture in the Premises in its **"AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, THE APARTMENT AND/OR THE FIXTURES, APPLIANCES, OR FURNITURE THEREIN.**

6. DAMAGE TO PREMISES

You agree to notify us immediately if the Premises are damaged by fire or any other cause. You agree to notify us if there is any condition in the Premises that *could* damage the Premises or harm you or others.

If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty.

7. INSURANCE

Any insurance that we maintain does not cover your property. Your property is *not* insured by our insurance. You are responsible for your own property that is located in the Premises. You are strongly encouraged to acquire renter's insurance for the term of the Lease.

8. TRANSFERS/SUBLETTING BY RESIDENT PROHIBITED

You may not transfer this Lease or lease or sublease the Premises to anyone without our prior written permission. The giving of our permission is at our sole discretion. Even if we agree to the transfer, lease, or sublease, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer. Any request by Tenant to sublet or assign Tenant's interest in this Lease must be approved, in advance and in writing by Landlord in its sole discretion, and if any such request is approved by Landlord, Tenant shall pay Landlord a sublet/reassignment fee in the amount of \$200 per sublet and \$300 per assignment, in addition to application fees due by the prospective sub lessee or assignee, which charges will serve to partially defray our costs in making the premises available and for administrative costs. The sublet/reassignment fee is not a cancellation fee, buy-out fee, or a limitation of damages collectable by Landlord.

Landlord reserves the right to transfer your Lease to another Bedroom, Apartment or Building within the Apartment Community with 24-hour prior written notice.

If you transfer this Lease or lease or sublease all or a part of the Premises to another without our prior written permission, such conduct shall constitute a material breach of this Lease, which shall entitle Landlord to pursue any and all available remedies including, without limitation, the right to terminate the Lease and recover all damages incurred by Landlord as the result of such breach including, but not limited to, lost Rent through the end of the Lease Term, less only such amount you prove in court could have been reasonably avoided by Landlord.

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9. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

You are responsible for all damage to the Premises and injury to people caused by you, the other residents in your Premises, your family, or your guests. **YOU AGREE THAT YOU ARE JOINTLY AND SEVERALLY LIABLE WITH THE OTHER RESIDENTS IN YOUR PREMISES FOR ALL DAMAGES TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE COMMON AREAS IN THE APARTMENT.**

Neither Landlord nor Landlord's employees, agents, or affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates.

We are not responsible to you, your family, or your guests for damage or injury caused by Force Majeure, storms, flood, tornadoes, hail, lightning, water, snow, or ice that comes on the Premises.

YOU, FOR YOURSELF AND FOR YOUR GUESTS, HEIRS, AND EXECUTORS, RELEASE LANDLORD AND LANDLORD'S SUCCESSORS, ASSIGNS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AFFILIATES AND OWNERS (collectively, the "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY, OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY, ANY TRANSPORTATION SYSTEM, OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU HEREBY INDEMNIFY LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS, AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE (IN WHOLE OR IN PART), WILLFUL MISCONDUCT, AND/OR VIOLATION OF THIS LEASE.

If you file suit against us and Landlord is determined to be the prevailing party in such action, you will be obligated to pay or reimburse Landlord for the legal fees and expenses we incur in defense of the suit. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY SUIT FILED BY YOU AGAINST LANDLORD.

YOU AGREE AND ACKNOWLEDGE THAT THE PERSONS SIGNING THIS LEASE ON BEHALF OF LANDLORD ARE SIGNING ONLY WITHIN THEIR CAPACITY AND ACTING AS AN AGENT OR REPRESENTATIVE OF THE LANDLORD AND THEREFORE ARE NOT PERSONALLY RESPONSIBLE IN ANY MANNER.

YOU, FOR YOURSELF AND FOR YOUR GUESTS, HEIRS, AND EXECUTORS, AGREE THAT LANDLORD'S TOTAL EXPOSURE FOR ANY LIABILITY UNDER THIS LEASE OR AS RELATED TO THIS LEASE OR YOUR TENANCY, IS LIMITED TO LANDLORD'S INTERESTS IN THE APARTMENT COMMUNITY AND THAT NO ASSETS OR INTERESTS OF LANDLORD BEYOND THE APARTMENT COMMUNITY ARE AT RISK AS TO ANY LIABILITY TO YOU OR YOUR GUESTS, HEIRS OR EXECUTORS.

10. USE OF PREMISES

Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. **Guests are not permitted to stay for duration longer than 72 hours.** If guests do stay longer than 72 hours, then they will be deemed an illegal occupant and you will be subject to fines and potential eviction, while still owing the Rent for the balance of the term of this Lease. **We make no representations or warranties that all residents of the Apartment Community will be students.**

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever unless you are paying Rent for the room. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to the 180 days Rent for use of that room plus the cost of refurbishment and other expenses for any portion of any month in which you are using the vacant room. If this situation is discovered and none of the residents of the Apartment claim responsibility, then the charges will be divided evenly

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among the residents of the Apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room, and this Lease may be terminated with you being liable for the Rent for the balance of the rental term.

The fact that you and your roommates or the other residents of the Apartment may be in conflict with each other will not result in you being able to terminate this Lease; however, you may request to be relocated to a different Bedroom, Apartment or Building in the Apartment Community pursuant to Paragraph 1 of this Lease, which request shall be subject to the consent and approval of Landlord and availability of other vacant Bedrooms. You agree to obey all federal, state, and local laws and regulations when using the Premises. You agree not to store any flammable or dangerous things in or around the Premises and not to do anything in or around the Premises which could harm anyone or damage any property.

11. COMPLIANCE WITH RULES, REGULATIONS AND APPLICABLE LAWS

You agree to obey all rules and policies for the Apartment Community, including the Rules and Regulations attached to this Lease. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you. If you break any rules or regulations for the Apartment Community, you breach this Lease.

You agree that we, from time to time, may adopt or amend a rule or regulation, however described, concerning your use and occupancy of the Premises. You agree that any rule or regulation we adopt, under the procedures expressed above, shall be deemed to be in conformance with the following:

- a. Its purpose is to promote the convenience, peace, safety or welfare of the Residents in the premises, preserve the landlord's property from abusive use or economic loss, or make a fair distribution of services and facilities held out for the Residents generally; and
- b. It is reasonably related to the purpose for which it is adopted;
- c. It applies to all Residents in the premises in a fair manner;
- d. It is sufficiently explicit in its prohibition, direction or limitation of the Resident's conduct to fairly inform the Resident what such Resident must or must not do to comply;
- e. It is not for the purpose of evading the obligations of the landlord; and
- f. The Resident has notice of it at the time such Resident enters into the rental agreement, or otherwise when it is adopted.

Tenant shall also comply with and avoid violating any Applicable Laws (as hereinafter defined) including, without limitation, any regulations, statutes or ordinances applicable to Tenant and/or the Premises, and Tenant shall not engage in any conduct or activities that would cause Landlord to be in violation of the same including, but not limited to, hosting loud or disruptive parties at the Premises in violation of Applicable Laws. Tenant shall not create, bring onto, store or use within the Premises any illegal, hazardous or toxic substances, wastes, materials, pollutants or contaminants. Tenant and all guests and/or invitees of Tenant at or on the Premises shall not, at any time or under any circumstances while at the Premises, engage in or facilitate any criminal activity at or from the Premises, Tenant's Apartment, the applicable Building or the Apartment Community. For purposes of this Lease, the term "**Criminal Activity**" shall mean any crime or criminal activity in violation of any Applicable Laws including (without limitation) any crimes referenced in A.R.S. §33-1368, regardless of felony or misdemeanor classification, conviction, or penalty and includes all activity that jeopardizes the health, safety and welfare of the Landlord, Landlord's agent, any other tenant, resident or guest, or involving imminent or actual serious property damage to the Premises, Tenant's Apartment, the applicable Building or the Apartment Community including, but not limited to, any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force, against the person or property of another; the manufacture, sale, distribution, use or possession of a controlled substance, as defined under any Applicable Laws; the manufacture, sale, distribution, use or possession of any illegal drug regardless of amount. Tenant hereby acknowledges and agrees that, if Tenant or any guests or invitees of Tenant at the Premises are found to have engaged in any Criminal Activity at the Premises, or are charged with any Criminal Activity while at or on the Premises, such conduct shall be deemed a material breach of this Lease. Tenant hereby acknowledges and agrees that Tenant is at all times responsible for the conduct and actions of all other persons at the Premises during the Lease Term, regardless of any culpability or knowledge on Tenant's part. Tenant may not assert as a defense in any eviction action against Tenant, based on a violation of this section, that Tenant did not know any other person was in violation of this Section. Because Tenant and Landlord agree that a violation of this section constitutes a substantial material incurable breach of this Lease, Tenant hereby waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a notice of default or a demand for compliance as a prerequisite to initiating an eviction action against Tenant. Upon any violation of this section by Tenant, Landlord may immediately terminate all Tenant's right to occupancy of the Premises without terminating the Lease or Tenants' obligation to pay Rent, pursuant to and in accordance with A.R.S. §33-1377 and this Lease. Proof of any violation of this section by Tenant shall be by a preponderance of the evidence and shall not require criminal charges against or conviction of any Tenant. Any failure by Tenant to abide by or comply with the Rules and Regulations may, in the sole discretion of Landlord, be deemed a material default under this Lease and subject Tenant to eviction. Tenant agrees and acknowledges that Landlord may from time to time amend, revise, extend, change or enact new Rules and Regulations for the health, safety, business, financial, legal, or any other legitimate reasons related to or concerning Tenant and/or the Premises.

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12. LANDLORD'S RIGHT TO PLACE A MORTGAGE ON THE PREMISES

We have the right to place a mortgage on the Premises. If we have a mortgage on the Premises now, or if we get a mortgage later, you agree that this Lease is subordinate (inferior in right) to the mortgage that we put on the Premises. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. You will sign any subrogation or subordination, non-disturbance and attornment agreements at our request within 5 days thereof.

13. SALE OF APARTMENT COMMUNITY

Landlord may assign its interest in this Lease at any time, without prior notice to Tenant, in connection with a sale or other transfer of the Apartment Community. If at any time Landlord sells or transfers ownership of the Premises, and assigns its interest in this Lease to its successor-in-interest, Tenant will receive written notice of the assignment, along with the new notice address and rent payment address for the new owner, after the sale and assignment are completed. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale Landlord will be released from all our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.

14. CARE OF PREMISES

a. **Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Premises and the furniture in the Premises, the Apartment, and Common Areas. If you move in to an already occupied unit, only the bedroom in which you are moving into will be made ready. Nothing will be done to the common areas of the unit. If you extend your lease and other rooms vacate, you are responsible for cleaning your common areas in preparation of a new roommate moving in. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes, or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises, the Apartment, or the Common Areas without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident, or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.
- ii. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must immediately notify us in writing.
- iii. **Emergency Repair Notification:** Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, smoke alarm, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others or the economic well-being of the Landlord. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will, with reasonable diligence, complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless expressly allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.
- iv. **Non-Emergency Repair Notification:** You must notify us promptly in writing of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of electrical problems, carpet holes, dangerous tenants, broken glass, broken locks or latches, broken

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furnishings or fixtures (if provided by us), and any repair or service required to keep the Premises in good working order or prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless expressly allowed by law.

v. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor our agents will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or our agents are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, you will have to pay in advance any additional charges resulting from such request.

vi. Neither we nor our agents are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, tornado, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of our agents.

vii. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, you hereby agree to the following:

You shall (a) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Apartment at reasonable levels.

You shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly the kitchen and bath, sanitary and dry.

You shall promptly notify Landlord in writing of the presence of any of the following conditions:

- A water **overflow/intrusion/or leakage**, excessive moisture, or standing water inside the Apartment or any Common Areas.
- Mold or mildew growth in or on the Apartment that persists after you have tried to remove it with household cleaning solution, such as **Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.**
- A malfunction in any part of the heating, air-conditioning, or ventilation system to the Apartment.

You shall be liable to Landlord for damages sustained to the Apartment or to your person or property as a result of your failure to comply with the terms of this subsection or the Lease.

viii. You shall be responsible for cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.

ix. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us in writing of the presence of bed bugs or any other pests.

- You agree to keep the Premises in clean and sanitary conditions at all times and further agree not to introduce any furniture or textiles from unknown sources into the apartment.
- You agree to cooperate with us and our agents with timely access to the Apartment to inspect, plan, and eradicate pests and you agree to complete all tasks recommended by a qualified expert.
- You agree to immediately notify us in writing of any signs of re-infestation or indications that treatment has been ineffective.
- You agree that you may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by us.

Resident Initials: _____

- Unless caused by the negligence of the Landlord or the Landlord's agent, you agree that neither we nor our agents are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.

- b. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances, and furniture in the Common Areas, must be clean and in reasonably good repair and condition, ordinary wear and tear excepted. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair, or replacement. We recommend that you schedule a walk-through in advance with us or a member of our staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. Subject to Arizona law, if you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell, or dispose of such property without our being liable to you.
- c. **Holdover Tenancy.** If, without the written consent of Landlord, Tenant continues in possession of the Premises after the expiration or termination of the Lease Term, and fails to vacate or fails to turn in all keys after expiration and termination of any Lease Term, extension, or renewal; or after any notice to vacate, Tenant shall be wrongfully holding over, in which event you will owe Landlord additional rent in the amount of \$250.00 for any portion of each subsequent 24-hour period that you occupy the Premises (such sum is payable daily in advance), plus all other damages incurred by Landlord resulting from Tenant wrongfully holding over, and the damages of any third-parties who is/are unable to move in because of your holdover. For any wrongful hold over period, Landlord may assess the fees referenced above and may either treat the wrongful hold over as a default and immediately pursue its available rights and remedies, or Landlord may permit Tenant to remain in the Premises, during which time Tenant shall pay Landlord Rent on a *per diem* basis in the amount set forth above.

15. LANDLORD'S RIGHT TO ENTER PREMISES

You agree that we and people working for us may go into the Premises at reasonable times with reasonable prior notice to Tenant, except in the event of an emergency, in which case no prior notice to Tenant shall be required. We and people working for us may inspect, make repairs, do maintenance, read water meters, and show the Premises to others. To provide both routine and emergency maintenance service, a key shall be retained to the Premises. Resident shall permit Landlord and Landlord's agents to enter the Premises in order to inspect the Premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchaser, mortgagees, Residents, workers, or contractors. Except in cases of emergency, or if it is impractical to do so, Landlord shall give Resident reasonable notice of Landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours (24) is presumed to be a reasonable notice. Landlord may display "For Sale" or "For Rent" signs on the Premises. If the locks have been changed in violation of this lease, the landlord can enter the premises by whatever reasonable means necessary and charge the Resident for reasonable costs for any resulting damage.

16. UTILITY SERVICES

We agree to provide:

trash removal,
water,
sewer,
connection to Internet service provider (maximum usage of 190GB/month) and
basic cable television for the Apartment.

You and the other residents of the Apartment must separately pay and provide required deposits, if applicable, for:

electricity.

If it is necessary for us to pay any costs or repairs due to your failure to pay; failure to activate any utility under your name; or if you disconnect any utility before the Lease Ending date; then **you will reimburse us for such amount plus fines and fees (for administrative costs) and the total amount is payable by you** to us as additional Rent. You are responsible to pay for all utilities during the Lease term even if you move out prior to the ending date. We are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of these services.

All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after your Start Date, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term, if applicable. The electrical service provider will separately meter the Apartment for electricity and you, and the other residents of the Apartment will be billed as required to pay those utilities directly to the Landlord during the Lease Term. All common areas and common facilities will be the responsibility of the owner and not of the Resident, and any disputes relating to the computation of the Resident's bill will be between the Resident and the owner.

We have the right to turn off service to the Premises in order to make repairs or to do maintenance.

Resident Initials: _____

LANDLORD HAS THE RIGHT TO TURN OFF CABLE AND INTERNET IF RENT IS NOT PAID OR FOR ANY VIOLATION OF THE LEASE OR APPLICABLE LAW.

We are not responsible for and/or liable for your use of the Internet and you agree to indemnify and hold us harmless for your use of the same, including for loss of goodwill or reputation, without limitation.

If you want additional cable channels or telephone service, they will be at your expense and you must contact the appropriate provider. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the base rent and after the date of such notice, you are required to pay the higher charge. Internet and Cable are provided as a courtesy and are not part of the rent amount. Utilities may be used only for normal household purposes and must not be wasted. You must comply with all rules and regulations of the cable, telephone and internet access providers. We won't be liable for any interruption, surge or failure of utility services by us to the premises or any damage directly or indirectly caused by the interruption, surge or failure.

17. DEFAULT AND REMEDIES

You are in violation and default of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease, and in default if you do not remedy the same within 5 days of receipt of written notice thereof (notice herein may include personal delivery by leaving such notice at your door, pursuant to applicable law);
- b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health or criminal laws, or state or federal regulations, ordinances, laws, or codes, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;
- d. You fail to move into the Premises after execution of this Lease, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 5 consecutive days while unpaid Rent is due and payable);
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the Lease document was tampered with or modified in any way without consent of the Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offensive involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Apartment of the Apartment Community, or cause a nuisance to any neighbors of the Apartment Community;
- i. You have guests that occupy the premises for more than 72 hours; or
- j. You fail to pay any fine within 10 days after it is levied in accordance with this Lease of the Rules and Regulations or applicable law.

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any fine imposed by the Rules and Regulations or applicable law;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;

Resident Initials: _____

- c. Terminate your right to occupy the Premises and institute an action for eviction, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing 14 days (or 7 days in the case of failure to pay rent) for you to vacate the Premises;
- d. Bring legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to re-assign the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction or special detainer, without terminating the Lease or your monetary obligations for the Premises, by giving you written notice and providing 10 days (or 5 days in the case of failure to pay rent) for you to leave; and/or
- f. To the extent allowed by law, report all violations to credit reporting agencies.

RESIDENTIAL LANDLORD'S LIEN: LANDLORD WILL HAVE A LIEN FOR UNPAID RENT AGAINST ALL OF RESIDENT'S NONEXEMPT PERSONAL PROPERTY THAT IS IN THE PROPERTY AND MAY SEIZE SUCH NONEXEMPT PROPERTY IF RESIDENT FAILS TO PAY RENT. SECTION 33-362, ARIZONA REVISED STATUTES, GOVERNS THE RIGHTS AND OBLIGATIONS OF THE PARTIES REGARDING LANDLORD'S LIEN. LANDLORD MAY COLLECT A CHARGE FOR PACKING, REMOVING, OR STORING PROPERTY SEIZED IN ADDITION TO ANY OTHER AMOUNTS LANDLORD IS ENTITLED TO RECEIVE. LANDLORD MAY SELL OR DISPOSE OF ANY SEIZED PROPERTY IN ACCORDANCE WITH APPLICABLE LAW.

Notwithstanding any standard cure period provided herein, Tenant hereby acknowledges and agrees that, in the event of any violation or default of this Lease by any Tenant which concerns a violation of Applicable Laws or Criminal Activity on or about the Premises caused, permitted or facilitated by any Tenant (whether knowingly or unknowingly), Landlord shall be permitted to immediately terminate this Lease and pursue eviction of Tenant pursuant to and in accordance with A.R.S §33-1377.

All remedies available to us are cumulative, and the exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including but not limited to, reasonable attorney's fees, court costs, witness fees, process server fees, discovery expenses, and any other expenses, as part of any judgment and also as such expenses are incurred prior to the initiation of any litigation, subject to applicable law.

18. LIABILITY OF LANDLORD

If we violate this Lease, before you bring an action against us for such violations, you must first give us written notice of the nature of our violation and allow us 30 days to remedy the problem.

19. SAFETY

WE DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY AND THAT OF YOUR GUESTS, WITHOUT LIMITATION. None of our safety measures are an express or implied warranty of security or a guaranty against injury, loss, crime, or of a reduced risk of crime. You acknowledge that we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. You acknowledge that the Premises are not a secured building and that you do not hold us to a higher degree of care.

Landlord hereby expressly disclaims any and all warranties or guarantees of security, crime prevention or reduced risk of crime, whether express or implied. Tenant hereby acknowledges and agrees: (a) that protection against criminal action is not within Landlord's power; (b) that Landlord does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Premises; (c) that Landlord may but has no obligation to conduct criminal background checks on actual or potential tenants or occupants; (d) that each Tenant shall look solely to the police and public law enforcement for security protection while on or at the Premises, the Apartment, Building and Apartment Community; and (e) that each Tenant is responsible for their own, and their occupants, personal security at all times while at or on the Premises.

Resident Initials: _____



Landlord shall not, under any circumstances, be liable for any failure to provide any security or security related measures and for any criminal or wrongful actions by third parties against any Tenant, or any guests, invitees or other occupants at the Premises, the Apartment, Building and/or the Apartment Community including, but not limited to, actions by others which cause damage to the person or property of any Tenant. Any security measures taken by Landlord, if any, shall at all times be for Landlord's own purposes, shall not create any obligation on Landlord's part to guarantee that such measures are working or are operational or to take further measures, shall not create a guaranty of security or effectiveness or a guaranty against crime or reduced risk of crime, may be altered, changed, or abolished by Landlord at any time, and shall not constitute in any respect a waiver of, or in any manner modify, or alter Landlord's disclaimers of security as set forth in this provision. In the event of any accident, fire, smoke, or suspected criminal activity or other emergency involving imminent risk of harm to person or property of any Tenant or others, Tenant should contact local medical emergency, fire, or police personnel. Information regarding registered sex offenders is available from local law enforcement agencies upon request.

20. QUALIFICATION GUIDELINES

You will **either** (i) provide information so we may verify that 1) you have secured full time, permanent employment with a monthly income of at least three (3) times the amount of the Monthly Installments as outlined on the first page of this Lease; 2) you have held that employment for at least one (1) year prior to your application date; and 3) we must be able to verify that you have a satisfactory rental history; **or** (ii) you must obtain a Personal Guarantor that meets or exceeds the above stated guidelines.

You and your Guarantor(s) are required to provide a valid Social Security Number. If you or your guarantor(s) do not have a Social Security Number, you may qualify for residency by providing a copy of your passport or other government issued photo identification and paying the equivalent of 1.5 times your monthly installment on the Lease prior to move-in, which shall be treated as an additional security deposit.

By signing this Lease, you promise to provide the information required by this Section within 10 days of the day you sign this Lease or before the Starting Date, whichever is shorter. If you fail to provide this information then we will have the option, but not the obligation, to declare this Lease in default and market the Premises you have contracted, as described on the first page of this Lease, to others. You will be under default per Section 17 and will be responsible for the cost to market the Premises and be liable for any loss suffered by us due to your failure to comply with this section.

In the event you have submitted an Application in connection with this Lease, Resident acknowledges that Landlord has relied upon the Application as an inducement for entering into this Lease and Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Application prove to be untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees as provided herein to the extent permitted by applicable law, resulting therefrom.

21. TANNING DEVICES REGULATIONS AND WARNINGS

Use of the tanning facility by you is subject to the following:

- Tanning facility is for RESIDENTS USE ONLY.
- IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS DEVICE.
- You must be 18 years of age or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Follow the manufacturer's instructions for the use of this device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicine, or birth control pills.
- If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan as often as 1 time within a 24-hour period.
- Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use the tanning lotion or oil that is for indoor use ONLY if we find that you are using outdoor lotion, we will give you one warning and if we find it again you will be banned from tanning.
- Precautions are necessary for safe tanning. You agree that you will comply with all instructions on the use of the UVA tanning systems, that you use these services at your own risk, and that you will protect your vision by using protective eyewear.
- We, and our employees and agents, are not liable for any injury to person or property caused in any way by the use of these services. We, and our employees and agents, are not liable for the loss or theft of any personal property. You are responsible for safeguarding your own property.

Resident Initials: _____

22. MISCELLANEOUS PROVISIONS

- a. *Venue.* Exclusive venue is in the county in which the Premises are located.
- b. *Waiver of Jury Trial.* To the extent that a waiver of jury trial is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the premises.
- c. *Attorneys' Fees.* In the event of a default under this Lease by Tenant, Tenant shall be obligated to pay Landlord all out-of-pocket costs and reasonable fees incurred by Landlord in connection with collecting any unpaid Rent, amounts, or damages owing by Tenant under this Lease, or to enforce any provision of this Lease against Tenant including, but not limited to, any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. Landlord and Tenant agree that any action or proceeding arising out of or in any way connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and, therefore, Tenant hereby waives all right to a trial by jury. Tenant agrees that suit shall have the broadest possible meaning and includes by way of example but not by way of limitation any lawsuit or other proceeding between Landlord and Tenant to enforce this Lease, or in any dispute related to or concerning this Lease or Tenant's occupancy or tenancy at the Premises, including but not limited to litigation concerning Tenant's Security Deposit. Notwithstanding anything to the contrary in this Section or Lease, Landlord and Tenant agree that, pursuant to A.R.S. §12-341.01, the Court shall award the prevailing party in any eviction, unlawful detainer or other action their reasonable attorneys' fees and costs.
- d. *Entire Agreement.* This Lease, its exhibits, addenda, and riders constitute the entire agreement of the parties concerning the lease of the Premises by Landlord to you. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to you that are not in this Lease and any exhibits, addenda, and riders. **We make no representations or warranties that all residents of the Apartment Community will be students.**
- e. *Model Disclaimer.* The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, and window treatments, shown to you is intended to be representation of the general quality, quantity, and type of construction and materials which we intend to use in the Apartment to be leased to you. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows, and window treatments of these items in the Apartment to be leased to you may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. You acknowledge that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths leased by you.
- f. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and you.
- g. *Limitation of Warranties.* There are no implied warranties of merchantability, of habitability, of fitness for a particular purpose, or of any other kind arising out of this Lease, and there are no warranties that extend beyond those expressly stated in this Lease.
- h. *General.* With regard to all provisions of this Lease, time is of the essence. (This means that timing is very important in the performance of all matters of this Lease, and all deadlines will be strictly enforced.) Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. **Omission of the initials as indicated throughout the Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.**
- i. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by personal delivery service or courier delivery and will be effective when actually received. You agree that the Landlord may

Resident Initials: _____

provide effective written notice to you at the Premises or by alternative means such as email, text message, or other electronic communication used at any time during the Lease Term between you and Landlord. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Park Place Tempe
 1317 South Terrace Rd
 Tempe AZ 85281

- j. This Lease is entered into in the State of Arizona, and the rights and obligations of Landlord and Resident hereunder are subject to all applicable local, state of Arizona, and Federal laws, statutes, regulations and City of Tempe ordinances, as amended and in effect from time to time (collectively, "**Applicable Laws**"). In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.

- k. Severability. Landlord and Resident intend and believe that each provision in this Lease complies with all Applicable Laws. However, if any provision or provisions, or if any portion of any provision or provisions, in this Lease are found by a court of law to be in violation of any Applicable Laws, and if such courts declare such portion, provision, or provisions of this Lease to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, and that the remainder of this Lease shall be construed as if such illegal, invalid, unlawful, void, or unenforceable portion, provision, or provisions were not contained therein, and that the rights, obligations, and interests of Landlord and Resident under the remainder of this Lease shall continue in full force and effect.

- l. Termination. Resident may have special statutory rights to terminate the Lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses:
 - (1) Military: If Resident is or becomes a service member or a dependent of a service member, Resident may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Arizona law governs the rights and obligations of the parties under this paragraph.
 - (2) Family Violence: Resident may terminate this lease if Resident provides Landlord with a copy of a court order described under Arizona law protecting Resident or an occupant from family violence committed by a co-Resident or occupant of the Property. Arizona law governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a co-Resident or co-occupant of the Property, Resident must give written notice of termination 30 days prior to the effective date of the notice.
 - (3) Sex Offenses: Resident may have special statutory rights to terminate this lease in certain situations involving sexual assault or sexual abuse. For more information about the types of abuse and assault covered by this provision, Resident is advised to review Arizona law.

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GUARANTY

LANDLORD: The Park Place Tempe

Intending to be legally bound, and in consideration of the above Lease agreement between Landlord and RESIDENT(s), the undersigned Guarantor(s), hereby unconditionally guarantee(s) the faithful performance of all the terms, covenants, and conditions of the Lease agreement by RESIDENT, and guarantee(s) payment, in full, of all sums that may become due and owing to Landlord by RESIDENT. The undersigned Guarantor(s) fully understand(s) that this is an unconditional personal guarantee of all obligations owed by RESIDENT, including those obligations and liabilities which arise because of the actions of RESIDENT's guests. As permitted by law, this Guaranty shall remain in effect throughout the Term of the Lease and any continuation or renewal thereof and so long as RESIDENT may owe any sum to the Landlord. The liability of the undersigned Guarantor(s) shall be continuing, absolute, and unconditional and Landlord shall not be required to exercise remedies against RESIDENT before proceeding against the undersigned Guarantor(s). The undersigned agree(s) that the Guaranty is part of the original lease.

Any notice or demand to RESIDENT concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned Guarantor(s). Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against RESIDENT before recovering hereunder from the undersigned Guarantor(s), and neither the release of any guarantor or release of any security for RESIDENT's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released. The undersigned Guarantor(s) acknowledge(s) full knowledge of the terms and provisions of this Lease. This Guaranty shall be binding upon the heirs, personal representatives, and assigns of the undersigned, and inure to the benefit of Landlord's successors and assigns. The undersigned Guarantor(s) hereby irrevocably appoint(s) RESIDENT as Guarantor(s)'s agent for service of process related to this Guaranty. Landlord has no obligation to pursue remedies against the Tenant first or exclusively, nor to give Guarantor any notice or information regarding the Lease.

This form must be signed by the Guarantor(s) of each RESIDENT and be notarized, unless the Guarantor(s) sign(s) in the presence of an agent of the Landlord and presents a Photo ID at the time of signing

Guarantor of _____ (Name of Resident)

Signature Relationship Printed Name Date

Home Address: _____

Phone Number: _____ Email Address: _____

Signatures witnessed by Landlord or Landlord Representative:

Photo Id, Type, & Number: _____ Landlord/Landlord Rep Initials _____

Or Notarized:

Sworn and subscribed before me this _____ day of _____, 20 ____.

Notary Public _____ County, State _____

My Commission Expires: _____

Resident Initials: _____



UTILITY SERVICES LEASE ADDENDUM

ELECTRIC, WATER & SEWER

LANDLORD: Park Place Tempe

AS IS STATED IN YOUR LEASE, WATER AND SEWER ARE INCLUDED IN YOUR RENT.

THE RESIDENTS PAY FOR ELECTRICITY TO THE PREMISES:

Any utilities and services other than the Landlord-Provided Utilities (each, a “Resident Utility”, and collectively, the “Resident Utilities”) which are available to the Unit shall be separate from the Lease Amount and payable by Resident of the Unit as provided herein. Landlord has chosen to use a third-party provider to manage its relationship with the Resident Utilities, and Resident will owe Resident Utility payments to a third-party provider. a third-party provider shall provide billing and collecting services for payments owed to a third-party provider by Resident. Unless otherwise instructed by Landlord, Resident will NOT contact individual utility companies for Resident Utilities. EACH Resident on this Lease shall enroll with a third-party provider (at SimpleBills.com), or a subsequent provider at the Landlord’s election, for utility billing BEFORE the Start Date. Resident shall pay a third-party provider for the Resident Utilities and/or any excess utility charges for which they are responsible during the Term of this Lease and shall pay any applicable service fees, which shall be included on the utility bill Resident shall receive from a third-party provider. Should Landlord elect to have a third-party provider estimate a final utility invoice, a third-party provider will provide an estimated final invoice to Resident based on multiple prior months of utility service, historical data and weather factors. Resident agrees to pay SimpleBills, or a subsequent provider at the Landlord’s election this final estimated invoice before the End Date of the Term. Resident can contact SimpleBills at info@simplebills.com, or a subsequent provider at the Landlord’s election to true-up the final estimated bill with the final actual bill, once it has been issued by the utility providers. If the estimated final invoice is higher than the actual bill, a third-party provider will obtain Resident’s current address and issue a refund check to Resident mailed to that address. If the estimated final invoice is less than the actual bill, a third-party provider will make arrangements with Resident for Resident to pay any shortfall between the estimated final bill and the actual bill amounts. Any balance left unpaid by Resident as a result of this true-up process may be sent to an outside collections agency.

Utility usage amounts will be obtained for each unit using one of the following methods:

1. **Direct metering by the local utility.** The local utility measures utility usage in each Unit and bills Landlord directly for such charges. Charges for each Unit will be divided equally by the number of Residents in each Unit to calculate the charges for each Bedroom.
2. **Coverage and Cost.** Your monthly bill for electricity for your dwelling unit will cover only electricity consumed within your dwelling unit. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community’s total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter.
3. **Your Payment Due Date.** You must pay your monthly electric submeter bill within seven days after the date when it is billed to you. If you don’t pay it within seven days, you’ll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly to Landlord and/or third-party billing company. If Resident does not pay third-party billing company when bills are due, Landlord may put the Resident Utilities charge on Resident’s account with and an additional utility administration fee of \$50.00 per bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee.

Resident acknowledges that there may be interruptions (i.e. storm, construction, wind, rain, fire, or other acts of God, Force Majeure) of utility service to the Premises. Resident agrees to contact Landlord and/or the appropriate utility authority within a reasonable period of time in the event of any interruption or failure of any such utility service. We are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of utility services.

Landlord is not responsible for increases to utility bills that may result from leaks or damage that are not promptly reported to Landlord.

Resident Initials: _____



INTERNET AGREEMENT

LANDLORD: Park Place Tempe

PROVIDER OF SERVICE

Landlord provides direct connections to an internet service provider and/or a university network, where available as chosen by Landlord. This service is available to you at no additional charge. You may not withhold any portion of Rent due to lack of internet service. You may find it necessary to purchase a Network Interface Card and/or other equipment to connect your PC to the Landlord's network. All equipment and expenses necessary for you to connect to the Landlord's network will be your sole responsibility.

In the event you are in default under any of the terms of this Lease, or in violation of the terms and conditions of the internet service provider and/or the terms and conditions governing the use of university provided services, Landlord has the right to discontinue your connections to the internet service provider and/or university provided services.

Should you desire to use alternative Internet or on-line services, you shall have the right to do so, at your expense. Landlord will not be liable for any interruption, surge, or failure of utilities or services provided to you or any damage directly or indirectly caused by the interruption, surge, or failure.

RESPONSIBILITY FOR CONTENT OF TRANSMISSIONS

You are solely responsible for the content of any transmissions made by you and any third party utilizing the connections provided by the Landlord. Your use of any other organization's network or computing resources is subject to their respective permission and usage policies. You agree to comply with all applicable laws with regard to the transmission and use of information and content, and the solicitation of any activity that is prohibited by applicable law over the Internet. You further agree not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment. You shall be liable for and shall indemnify and defend Landlord from and against all claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright, or any other intellectual property right in relation to your use of the services and (ii) your use or inclusion of any information, photographs, art work ,or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity, or pornography, and the violation of any statutes, ordinances, or other laws).

REGISTRATION

You understand that Internet use, and related products and services provided under this agreement may require registration and related administrative reports that are public in nature.

LIMITATION OF ACCESS BY RESIDENT

You shall limit access to and use of the Internet connecting services solely to your own use and shall not resell or otherwise generate income by providing access to the Internet service to other parties. Your right to use the Internet services and products provided hereunder is limited to you and is nontransferable.

RESIDENT RESPONSIBILITIES

It is your responsibility to maintain all equipment that will connect to and utilize the network connection. This includes installation of appropriate anti-virus software, security updates for installed software, and any other activity to maintain equipment functionality. If at any time your equipment is discovered to cause detrimental activity on the network (such as virus attacks, aggressive host scans, providing IP addresses over the network, etc.), the Apartment will be disconnected from the network and will not be reconnected until you resolve the issue within the Apartment.

All other applicable terms of the Lease are incorporated herein.

This INTERNET AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____

NO PET/ANIMAL AGREEMENT

LANDLORD: Park Place Tempe

YOU agree that you will NOT keep any pet/animal on the Premises.

YOU agree that you WILL NOT ALLOW your family or guests or others to have pets/animals on the Premises.

Unless otherwise agreed between Tenant and Landlord, in writing, pursuant to a separate Pet Agreement entered prior to the Start Date, You hereby agree to pay a minimum charge of \$2,500.00 (plus all applicable taxes) in unfurnished Apartments to replace carpets and repair any damage, and a minimum charge of \$3,500.00 (plus all applicable taxes) in furnished Apartments to replace carpets, sofas, bedding, and repair any damage if an unauthorized pet/animal is in the Premises at any time and for any length of time. Allergens shall be considered damage and carpets and fabric items will be replaced if a pet/animal is in the Apartment for any period of time.

The above applies whether the pet/animal belongs to YOU or not.

The above violation charge applies even if damage isn't present from the illegal pet/animal. Illegal pets include all pets/animals except for FISH, which are contained in a tank no larger than 25 Gallons, UNLESS OTHERWISE APPROVED BY LANDLORD IN WRITING.

This NO PET/ANIMAL AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____



FIRE SAFETY AGREEMENT

LANDLORD: Park Place Tempe

Residents are advised that it shall be their sole responsibility to verify that the life safety equipment, including, but not limited to, all smoke alarms and fire extinguishers, are in working order and that the fire extinguisher has a valid inspection tag on it. If for some reason the fire extinguisher is discharged, you must create a request to recharge it, by contacting our office. The cost of recharging the extinguisher will be billed to all residents of the Apartment. If there are any discrepancies with the equipment or malfunctions noted at any time, it shall be the Resident's responsibility to notify the Landlord immediately so that those issues can be addressed. Resident further understands that it shall be their responsibility to maintain the batteries in the smoke detectors at all times throughout the Term of this Lease. If a low battery warning begins to sound, which is usually indicated by a repetitive "chirping sound" or intermittent beeping, the battery should be replaced immediately. Note that it is a violation of law to remove the batteries from the smoke detector or to otherwise remove or disable the detectors within the Apartment. Per the terms of the Lease, and according to local ordinances, Resident can be fined no less than \$25 per incident for willfully disabling or tampering with any of the fire prevention devices located within the apartment. Misuse of fire alarms by you or your guests will result in you being fined \$1000.00 plus any municipal charges and or equipment damages.

For additional information regarding the safety equipment in the apartment, please refer to the Rules and Regulations attachment to the Lease.

All other applicable terms of the Lease are incorporated herein.

This FIRE SAFETY AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____



CONTROLLED ACCESS GATE, BUILDING ENTRY and VIDEO SURVEILLANCE ADDENDUM

LANDLORD: Park Place Tempe

For and in consideration of the Lease of which this Addendum is a part, the undersigned Resident certifies that he or she has read and understands and agrees to the following:

Resident acknowledges that Owner has furnished a controlled access gate and/or building entry and/or video surveillance, if applicable, on the Property for the sole purpose of protecting the Property and not for Resident's security; any benefit Resident may receive is only incidental to the purpose of protecting the property. The installation or use of the controlled access gate and/or building entry and/or video surveillance, if applicable, shall not in any way prevent Owner, at any time, from permanently removing one or the other.

Owner has absolutely no obligation to continue to maintain the controlled access gate and/or building entry and/or video surveillance, if applicable, and should Owner elect at any time to remove the controlled access gate and/or building entry and/or video surveillance, if applicable, Owner shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation. Resident represents and warrants that Resident understands how to use the controlled access gate and/or building entry and/or video surveillance, if applicable, and how both function. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of either. Resident will notify Owner should Resident discover that the function of the controlled access gate and/or building entry and/or video surveillance, if applicable, is impaired. Resident acknowledges that Resident's security is the Resident's responsibility and the responsibility of the local law enforcement agency. In the event that Resident needs police protection of any kind, Resident will contact the local law enforcement agency. Resident should not contact the answering service or management office for Resident's security needs for this will only delay the response time.

Owner's installation or use of the controlled access gate and/or building entry and/or video surveillance, if applicable, does not constitute a voluntary undertaking, representation or agreement by Owner to provide security for Resident and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the controlled access gate and/or building entry and/or video surveillance, if applicable, will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The controlled access gate and/or building entry and/or video surveillance, if applicable, is a mechanical and technology device and can be rendered inoperative at any time.

All other applicable terms of the Lease are incorporated herein.

This CONTROLLED ACCESS GATE, BUILDING ENTRY and VIDEO SURVEILLANCE ADDENDUM is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____



DRUG AND CRIME FREE AGREEMENT

LANDLORD: Park Place Tempe

To ensure a safer environment for the members of our community, each **Resident** of the lease agrees to adhere to the following rules concerning any illegal activity which transpires in their unit or on the common grounds of the **Landlord's** property.

1. **Resident(s)**, and their guests shall not engage in criminal activity on or near the leased premises, or anywhere on Landlord's property, including Drug-related criminal activity. "Drug-related Activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.
2. **Resident(s)** and their guests shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the leased premises.
3. **Resident(s)** and their guests will not permit the leased unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. **Resident(s)** and their guests shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at or near the leased premises.
5. **Resident(s)** and their guests shall not engage in any illegal activity, including but not limited to prostitution, criminal gang activity, threatening, intimidating, or battery.
6. **Resident(s)** and their guests will not engage in or contribute to any activities that jeopardize the health, safety, and welfare of the **Landlord** and their agents, or any other **Residents** of the community.
7. **Resident(s)** and their guests will not engage in any activities that inflict property damage to the leased premises or any common areas of the community.
8. **Resident(s)** and their guests will not bring illegal firearms and/or firearms that are not registered to the carrier on the premises. At no time will any firearm be discharged by **Resident** and/or guests on or near premises.
9. **Resident(s)** agree to abide by the property's speed limit of 10MPH anywhere on the Landlord's property. They further agree that reckless driving on the Landlord's property is cause for revocation of parking permits and may result in a lease violation or revocation of privileges to keep or operate a vehicle on the Landlord's property. You also agree to comply with all additional parking regulations that may be added or amended in the future, including, without limitation, the parking rules included in the Rules and Regulations attached hereto and incorporated herein by reference.

Violation of the above provisions shall be considered to be grounds for possible termination of tenancy. It is understood that any single violation shall be good cause for immediate termination of the lease. Unless otherwise provided for by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Note: These requirements do not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

All other applicable terms of the Lease are incorporated herein.

This DRUG AND CRIME FREE AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____



TV Addendum

LANDLORD: Park Place Tempe

Where applicable, a television may be provided to residents in the common area of their Apartment. Resident (s) understand the television provided by the Landlord is the Landlord's property. Landlord will grant Resident (s) the opportunity to use the television in the common area of the indicated townhome/apartment for the length of the lease term, including any sort of lease extension. Landlord will not provide a discount whatsoever should the television become inoperable and any time, including the time in between the repair and/or replacement. Resident (s) also understand upon move-out, the television must remain in the unit. If the television is removed or damaged, the Resident (s) will be billed a minimum charge of \$700.00.

All other applicable terms of the Lease are incorporated herein.

This TV ADDENDUM is part of the Lease between LANDLORD and RESIDENT.

Resident Initials: _____



BEDBUG NOTICE

LANDLORD: Park Place Tempe

Notice to Residents About Bedbugs:

A.R.S. § 33-1319, which was enacted by the Arizona legislature in 2011, requires landlords to provide educational materials about bedbugs to new and existing residents. Although we sincerely hope that you will never experience any incidents of bedbugs, we also recognize that it has become a common occurrence throughout the United States. Bedbugs attack rich and poor and are increasingly found in expensive hotels, department stores, hospitals, schools, airports and other locations where people gather, in addition to homes. While it may not ever be possible to completely eliminate the potential for bedbugs, there are things that residents can do to minimize the risk and help us respond promptly and appropriately when there is a bedbug infestation. If you have any questions at all about bedbugs, please feel free to contact staff or obtain additional information through pest control services.

How Can I Recognize Bedbugs?

Bedbugs are small insects that feed mainly on human blood. A newly hatched bedbug is semitransparent, light tan in color and about the size of a poppy seed. Adult bedbugs are flat, have rusty-red-colored oval bodies and are about the size of an apple seed.

Bedbugs are often easily confused with other small household insects, including carpet beetles, spider beetles, and newly hatched cockroaches.

Generally bedbugs are identified by their markings, droppings and eggs, although they are also easily visible to the human eye. They are usually found in mattress seams and tufts, sheets, pillowcases and upholstered furniture. They can also be found in cracks and crevices of furniture, on baseboards of walls and even on children's stuffed animals.

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Some people do not react to bed bug bites, but for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito or other insect bites, a bump or welt alone does not mean there are bedbugs.

Where Do I Look to See If I Have Bed Bugs?

- Look for bed bugs, bloodstains, droppings and eggs, primarily in an area 10-20 feet around where you sleep or sit. That is the approximate distance a bedbug will usually travel.
- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.
- Check cracks and crevices of furniture, windows and doorframes.
- Check walls and wall hangings and in electrical outlets and light switches.

Are Bed Bugs Disease Carriers?

No. Although bedbugs and their bites are a nuisance, they are not known to spread disease. Most welts heal in a few days. If bites become infected, Residents should promptly consult their doctor, physician or other medical care provider.

What Can I Do If I Have Bedbugs?

If you believe you have bed bugs notify Landlord immediately. Anyone can get bed bugs, but major infestations occur only when they are not promptly reported and treated.

Do not attempt to treat bed bug infestations yourself. Bedbug infestations usually require the use of pesticides and only licensed pest control operators can legally administer these pesticides. Foggers and bug bombs are not effective against them.

Once you have reported the possibility of bedbugs, management will arrange for an inspection and, if the bedbugs are verified, for treatment. Prior to the start of the treatment, you will be given detailed instructions about how to prepare for the treatment. You must fully comply with those instructions because any failure to comply may result in ineffective treatment and recurrence of the infestation.

After your Apartment is treated, thoroughly clean your carpets, floors, bed frames and furniture, and dispose of any dead bugs, blood stains, eggs or droppings with hot soapy water. Wash all items showing bedbug stains - and any items which you suspect may have been infested - in hot water (140 degrees F) and dry on the highest setting for at least twenty minutes. After drying store items in sealed plastic bags until you are sure you have gotten rid of the bedbugs.

Resident Initials: _____

Enclose any infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least one year. Periodically check for rips and openings and tape these up. If you see any signs of bedbugs in your Apartment, immediately notify Landlord so that additional treatments can be scheduled.

How Can I Prevent Bed Bugs?

Bedbugs enter homes by hitchhiking on used furniture, luggage and clothing and traveling along connecting pipes and wiring. Because the most common ways that bedbugs are introduced into home communities are through used mattresses and other used furniture there are several steps residents can take to prevent a bedbug infestation:

Do not to bring used bed frames, mattresses, box springs or upholstered furniture into the community.

- Do not take furniture that has been discarded by another person into your home.
- Check all used or rented furniture for bedbugs.
- Eliminate clutter. The more clutter there is in a unit the more places bedbugs have to hide.
- When traveling inspect the bed and furniture. Keep suitcases off the floor and bed and inspect them before you leave.
- If you suspect that you have been around bedbugs immediately wash and dry all of your clothing on hot settings or store it in a sealed plastic bag until you can.
- Advise management, we can caulk them to try to prevent bedbugs from entering.

Resident Initials: _____



RULES AND REGULATIONS

In addition to the terms, covenants, and conditions contained in the Lease, you covenant and agree to be bound by the rules and regulations applicable to all Residents.

1. You shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
2. Landlord reserves the right, from time to time, to alter, modify, add to, or amend these rules and regulations. You agree that any rule or regulation we alter, modify, add to, or amend, shall be deemed to be in conformance with the following:
 - a. Its purpose is to promote the convenience, peace, safety or welfare of the Residents in the Apartment Community, preserve the Apartment Community from abusive use, or make a fair distribution of services and facilities held out for the Residents generally;
 - b. It is reasonably related to the purpose for which it is adopted;
 - c. It applies to all Residents in the Apartment Community in a fair manner;
 - d. It is sufficiently explicit in its prohibition, direction or limitation of the Resident's conduct to fairly inform the Resident what such Resident must or must not do to comply;
 - e. It is not for the purpose of evading the obligations of the Landlord; and
 - f. Resident has notice of it at the time Resident enters into the rental agreement or when it is adopted.
3. You shall not make or permit any disturbing noises to be made on the Premises or within the Apartment Community, or as affecting neighbors of the Apartment Community, by you, members of your family, guests or permit anything to be done that will interfere with the rights, comforts, or conveniences of other Residents or neighbors. A fine of \$200 will be charged for loud parties, loud music, and other disturbing noises.
4. You shall keep the Premises in a good state of preservation and cleanliness. You are responsible for keeping areas nearby your porch/balcony free of any trash, cigarette butts, or debris. If any such matter is found in these areas, you may be charged a minimum of \$25 per incident. Any trash bags that are left on the grounds, porches and/or corridors will be removed to the dumpsters and you will be charged at the rate of \$25 per bag.
5. Neither you nor your guests shall throw cigarette butts on the grounds, paving, decks, or porches. If you or your guests throw cigarette butts in any such places, you will be charged at the rate of \$20 per incident.
6. Landlord does not provide security. Call the police department if you have any issues or witness suspicious activity. Resident is responsible for his/her own safety and security.
7. No ashtrays, garbage cans, wood boxes, kitchen supplies, coolers, laundry, furniture, or other articles whatsoever shall be placed on the patios/balconies, decks, staircases, or landings, with the exception of deck furniture on patios/balconies or rear decks, if applicable. No articles shall be hung from the balcony railings, windows or placed upon the windowsills. Violating this policy is subject to removal of item(s) and subject to a minimum of \$25 fine.
8. Smoking and/or Vaping of any kind is prohibited inside and/or outside amenities and inside all apartment units/bedrooms. You will be subject to a \$200 fine.
9. Landlord will accept packages in the office in the event that Resident is not home. Landlord will hold packages for up to 14 days. Landlord is not responsible for the condition of the package or its contents. Any packages are not picked up within 14 calendar days will be returned to sender. Landlord is not responsible for lost packages. Unless caused by the negligence of the Landlord or the Landlord's agent, Landlord is not responsible for damaged or lost mail.
10. The commodes and other water apparatus such as sinks, toilets, showers, dishwashers and garbage disposals shall not be used for any other use other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter, or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by you. Requests for cleaning and/or repair to any plumbing fixture where a stoppage has occurred will incur a charge of \$25.00 plus any cost of repair or replacement. In addition, you will be charged for any toilets and garbage disposals that have been clogged by foreign objects.
11. Garbage, refuse, and other waste matter shall be disposed of in the Trash Chute located in the designated trash rooms on each floor. Resident agrees to follow the requirements as outlined below.
 - a. Resident agree to only use 13-gallon trash bags.
 - b. Resident agrees to dispose of trash on a daily basis.
 - c. Resident agrees tie every trash bag and place directly into trash chute(s).

Resident Initials: _____

- d. Cardboard boxes that will not fit in the 13-gallon trash bag must be disassembled and placed in the designated areas.
12. You will not add, remove, enter, or change any locks without prior written consent of the Landlord or Landlord's agent. If you add a lock onto your Bedroom door, you must provide Landlord a copy of the key.
 13. If for some reason the fire extinguisher is discharged, you must create a request to recharge it by contacting the office. The cost of recharging the extinguisher will be billed to all residents of the apartment.
 14. You will maintain a minimum temperature of 55 degrees F and a maximum temperature of 78 degrees F in all rooms of the Apartment. Also, upon leaving the Premises for any extended period of time, you shall provide for daily inspection of the Premises during cold periods. This inspection shall include checking on the heating/cooling system to ensure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF PORTABLE OR AUXILIARY HEATERS ARE PROHIBITED). You are responsible for any damage to a unit that occurs due to temperatures not continuous between the temperatures above. If applicable, you are always required to use your bathroom fan when showering. Landlord may enter the Premises to change filters.
 15. No sticky materials whatsoever or large nails, hooks, screws, or string lights (such as holiday decorations) are to be put in/on walls or ceiling. If any nails whatsoever are used to hang pictures, walls must be restored to original condition at end of lease Term. You will be responsible for painting labor and supply costs to repair any damage to walls such as holes, smudges, dark marks, sticky materials, large nail holes, and marks on ceiling and for any other painting costs exceeding normal wear and tear. Normal wear and tear is defined as the natural fading or cracking or peeling of paint. You will be responsible for the costs of all other painting and wall repairs performed in the Premises. You will be notified of this cost as part of the move-out invoice.
 16. You shall furnish electric light bulbs.
 17. All bicycles and motorcycles shall be kept in designated areas and Resident is responsible for securing at all times. Should Resident store a bike or motorcycle anywhere other than the designated area, Landlord will remove and charge Resident a storage fee of \$25 per day. Landlord will not be responsible for replacing the lock should these items need to be removed.
 18. You are not permitted on roofs at any time, whatsoever. You will be fined \$200.00 for a violation of this rule plus any damages.
 19. You shall give right of entry to pest control vendors when extermination is scheduled.
 20. You shall give notice to Landlord if the Premises are not going to be occupied for any extended period of time.
 21. Water beds, halogen lamps, candles, outdoor grills, charcoal grills are not permitted and is subject to a minimum \$25 fine.
 22. You may not bring beer kegs to the Premises or the Apartment Community. You will be fined \$600.00 for a violation of this rule.
 23. **PARKING RULES**. If applicable, you agree to park in designated parking spaces with parking permit visible on bottom of driver's side windshield. If a parking permit/decal is lost, a replacement permit will cost \$50. Any vehicles not meeting this description will be towed at the owner's expense. You may not park on the grass at any time. Should visitor parking not be an option, they will be towed at the owner's expense. Resident spaces are available on a first come, first serve basis. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or in any location other than a designated parking space. Any car parked in an area not designated for parking will be towed at owner's expense. You are responsible for informing your guests of all policies contained in this Lease. If Resident fails to follow these rules, his/her parking privileges may be revoked or his/her and/or guests may be towed. Any vehicle that appears to be inoperable on the property at any given time, will be towed at owners' expense.
 24. You must use an ironing board when ironing clothes. At no time should you place a hot or warm iron on the carpet, counters or any other furniture that is not your own. If carpet, counters or our furniture is burned by any means (iron, cigarette burns, candles, etc.) the damaged areas or ENTIRE carpet will be replaced at your expense.
 25. You may not move into the Premises until the security deposit (if applicable), first month's rent (or partial first and last month's rent) have been paid and all utilities have been placed in your name with the utility companies, if applicable.
 26. Landlord is not responsible for increases to utility bills that may result from leaks or damage that are not promptly reported to Landlord.
 27. THERE WILL BE A \$2,500 **MINIMUM** CHARGE PER INCIDENT (UNFURNISHED UNITS) IF A PET OR ANIMAL IS IN THE PREMISES AT ANY TIME. THIS REFERS TO ALL PETS WHETHER THE PET BELONGS TO YOU OR NOT. THE MINIMUM

Resident Initials: _____

CHARGE FOR FURNISHED UNITS WILL BE \$3,500 MINIMUM CHARGE PER INCIDENT. ALL CARPETS AND SOFAS WILL BE REPLACED AT YOUR EXPENSE IF A PET OR ANIMAL HAS BEEN IN THE UNIT.

28. Occupancy limits shall be limited to the person(s) named on the Lease. Local ordinances provide for over-occupancy, which constitutes a code violation which may be subject to fines and/or criminal punishment. You are specifically advised of the existence of this Ordinance and should any violation occur or be alleged to have occurred, you shall pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. You will be charged \$800.00 per illegal occupant for violation of this ordinance. Guests are limited to a maximum of five persons per leased resident. Residents found in violation of this guest limit will be fined \$100.00 per incident.
29. As stated in your lease, you may not sublease or re-assign the Premises without Landlord's prior written approval, which such approval is in Landlord's sole discretion. Sublease and assignment fees are \$200 per sublease and \$300 per assignment. The prospective Resident must fill out and submit an application and an application fee to Landlord. Landlord's approval of the prospective Resident's application shall be at Landlord's sole discretion. A violation of this sublease procedure will result in a \$500 charge per incident and any non-authorized parties will be evicted. All Residents and sublessee's must complete a Request to Sublet or Re-Assign.
30. All payments should be mailed to the following address:

Park Place Tempe
(ATTN) Bookkeeper
1317 South Terrace Rd
Tempe AZ 85281

31. Landlord will send text messages with Property updates and/or reminders to Residents mobile telephone on file and Resident understands that standard text message rates may apply.
32. Unless Resident otherwise notifies Landlord in writing, Landlord at times will video and take pictures on property and at events associated with the property. Photographic, audio or video recordings may be used for conference presentations, education presentation or course, online educational courses and property and corporate marketing. Images may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. I waive any right to royalties or other compensation arising or related to the use of my image or recording.
33. Resident and guests of Resident must abide by any rules and regulations for any swimming pool, hot tub, tanning bed, fitness room use or other common areas established by Landlord from time to time and communicated to Resident. Resident and guests acknowledge that Landlord shall have no obligation to supervise use of any swimming pool, hot tub, tanning bed, fitness room or other common areas, and that Resident assumes all risks of use of such facilities by Resident and/or any guest of Resident.
34. Building Rules
 - a. Residents understand that he/she must accompany their guests at all times. Guests will be asked to leave if a resident is not present with them.
 - b. The fitness center can be accessed 24 hours a day, 7 days a week with your fingerprint once it has been set up.
 - c. Any guests of a resident are his or her responsibility. The resident is responsible for any damage or loss caused by the actions or neglect of his or her guests. If property damage results from action or neglect of the resident or guest, the cost will be charged and paid for by the resident.
 - d. Any signs of damage or loss should be reported to management immediately.
 - e. No pets (other than service animals required to be allowed by law) are allowed in the clubhouse or pool area at any time. Any violations will result in an automatic nonrefundable suspension of your clubhouse facility/amenity privileges.
 - f. Alcohol, tobacco, and drug-related products are not allowed in/or around the clubhouse and pool. Food and nonalcoholic drinks are allowed only in designated areas.
 - g. Running, horseplay, dangerous conduct, and noise that can disturb others are prohibited.
 - h. All fitness center equipment should be thoroughly cleaned of all body fluids before leaving the clubhouse or moving on to another piece of equipment. Sanitary wipes are provided in the fitness center.
 - i. All trash and personal items should be cleaned up or removed immediately.
 - j. An adult must accompany all residents and guests under the age of 17 when using the clubhouse or pool facilities.
 - k. Management reserves the right to refuse admittance to or eject persons from the clubhouse and pool premises for failing to comply with any of the above health and safety regulations.

Resident Initials: _____



- l. Allow others a turn at the exercise equipment during peak hours and keep noise to a minimum.
- m. Fitness center towels must be properly placed in the laundry bins. Towels are not to leave the facility. If you or your guest leave with a facility fitness towel or if found in your apartment a fine of \$35.00, per towel, will be applied to your account.
- n. Computer Center Policies:
 1. The computer center is for the use of Residents only.
 2. Residents are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
 3. No food or drinks allowed. Smoking is not permitted. Residents are not to place drinks or food close to equipment. No glass containers are permitted.
 4. Residents are responsible for cleaning up any area where they have left a mess.
 5. Residents are not authorized to adjust or alter any of the software or programs set up in the computer systems.
 6. Residents are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Management.
 7. Landlord reserves the right to change hours of operation when it solely deems appropriate.
- o. Pool Policies:
 1. The pool hours are from Dawn to Dusk Monday through Sunday.
 2. No lifeguard is on duty.
 3. Persons under age 17 must have adult supervision.
 4. Anyone with open wounds or a communicable disease capable of infecting others is prohibited from using the pool.
 5. All persons are required to shower before entering the pool. Proper swimwear is to be worn at all times in the pool area and while sunbathing.
 6. No loud music.
 7. No glass containers.
 8. Gates affording access to pool area may not be propped open or otherwise rendered inoperable, even temporarily.
 9. No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
 10. Diving is not permitted.
 11. No profanity, drunkenness, tobacco, and drug-related products are allowed in the pool area. Any person who is, in the sole judgment of the Owner, under the influence of alcohol or other drugs may be excluded from the pool area.
 12. Do not use the pool during severe weather conditions, e.g. electrical storms or tornadoes.
 13. No pool parties are permitted or allowed unless approved, in writing, by management.
 14. No kegs are permitted in the pool or clubhouse areas.

35. In addition to expenses and costs of damages to persons or property, you will be charged a minimum amount as according to the following rate schedule for mishaps and violations of the rules and regulations, subject to applicable law:

a.	Illegal Pets Minimum Charge	\$ 2,500.00 (Unfurnished), \$3,500.00 (Furnished)
b.	Payment returned from bank	\$ 45 or 5%, whichever is greater, plus a \$15 collection processing fee
c.	ACH returned/failed items	\$ 45 or 5%, whichever is greater, plus a \$15 collection processing fee
d.	Credit Card returned/chargeback item	\$ 45 or 5%, whichever is greater, plus a \$15 collection processing fee
e.	Lockout During/After Office Hours	\$ 25.00 / \$ 50.00
f.	Late Rent Fee	\$ 25.00 initial fee, \$5.00 per day fee
g.	Replacement Door Key	\$ 25.00
h.	Lock Change	\$ 100.00
i.	Replacement Mail Key	\$ 25.00
j.	Replacement Parking Permit	\$ 50.00
k.	Beer Keg Violation	\$ 600.00 per incident
l.	Noise Violation	\$ 200.00 per incident
m.	Damage to Property/Amenities	Actual cost of repairs + 15% Administrative Fee
n.	Occupancy violation	\$ 800.00 per person not on lease occupying apartment
o.	Failure to follow Re-Assign/Sublet procedure	\$ 500.00
p.	Fire alarm misuse	\$ 1000.00
q.	Early utility turnoff (IF APPLICABLE)	\$ 100.00
	Each additional month	\$ 50.00
r.	Failure to vacate at end of lease	\$ 250.00 per day
s.	Unit transfer fee	\$ 400.00

Resident Initials: _____

- t. Smoking/Vaping violation \$ 200.00 per incident
- u. Replacement Fob Charge \$75.00

LANDLORD and RESIDENT agree that this RULES AND REGULATIONS AGREEMENT is part of the Lease between LANDLORD and RESIDENT. VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE OR AVAILABLE UNDER APPLICABLE LAW. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL. WITHOUT LIMITING THE FOREGOING, LANDLORD MAY, IN ITS SOLE DISCRETION, LIMIT OR REVOKE THE PRIVILEGES OF ANY RESIDENT TO MAKE USE OF ANY COMMON AREAS (SPECIFICALLY INCLUDING RECREATIONAL FACILITIES) UPON RESIDENT'S VIOLATION OF ANY OF THESE RULES AND REGULATIONS.

RESIDENT FURTHER ACKNOWLEDGES THAT THE RULES AND REGULATIONS ARE ESTABLISHED BY LANDLORD FOR THE GOVERNANCE OF RESIDENTS AND THEIR GUESTS WITH THE INTENT TO PRESERVE THE RIGHTS AND PRIVILEGES OFFERED BY THE COMMUNITY TO ITS RESIDENTS. ALTHOUGH LANDLORD RESERVES THE RIGHT TO ENFORCE ANY OF THE RULES AND REGULATIONS, LANDLORD WILL HAVE NO RESPONSIBILITY TO RESIDENT TO ENFORCE THE RULES AND REGULATIONS AS TO ANY RESIDENT, GUEST OR THIRD PARTY WHATSOEVER, AND RESIDENT HEREBY RELEASES LANDLORD OF AND FROM ANY LIABILITY FOR ANY ACT OR OMISSION BY LANDLORD IN ENFORCING OR FAILING TO ENFORCE ANY OF THESE RULES AND REGULATIONS.

Resident Initials: _____



CHECK OUT PROCEDURE

Resident is responsible for all but not limited to just the following check out procedures:

1. Notify Landlord in advance of your exact moving date.
2. Replace all extinguished light bulbs and 9-volt smoke alarm batteries.
3. Return all keys and parking permits, if applicable, to the Landlord when you vacate the Premise on or before the expiration of your Lease. Do not leave any of these items in the Apartment. Do not mail them in at a later date. Failure to return parking permit will result in a \$50.00 fee. Failure to return all keys will result in a lock change charge in addition to a replacement key charge. No refunds will be given for any items returned after the move-out date.
4. Clean all carpets and leave them in the same condition as move-in, less normal wear and tear. Should carpet be left in a condition beyond normal wear and tear, Landlord will have it chemically cleaned and/or replaced at your expense.
5. Clean all other floors including edges near baseboards and cabinets.
6. Clean all furniture (vacuum, dust, and polish).
7. Thoroughly clean the stove, microwave, refrigerator, exhaust fan, window, and bath. You must replace burner pans. Do not turn refrigerator off, simply defrost and turn to lowest setting. Thoroughly clean bathroom fixtures and leave them free of residue. Clean or replace all blinds.
8. Clean all light fixtures, doors, baseboards, trim, radiators and cabinets cupboards.
9. Wash all windows and screens.
10. Remove all personal effects, food, and trash.
11. Clean the exterior of the Premises and leave it free of debris. This includes patios, balconies porches, decks, steps, and grounds adjacent to your Apartment.
12. Upon vacating, do not turn the air conditioning below 78 degrees F.

A list of possible move-out charges can be obtained from the property office.

Your Security Deposit (if applicable), less any necessary deductions, will be returned in one check payable to you at the address indicated below. If no forwarding address is given, the check will be sent to the Premises. Upon move out, Security deposit and Ledger balance refunds under \$10.00 will not be refunded at the end of your lease unless you have provided the office with a written letter requesting that such refund be issued. Your last account statement will also be sent to this address listed below.

Provide your Forwarding address below: (if one is not provided all correspondence will be sent to your old apartment number, checks that are not received as result of incorrect forwarding address or failure to supply new address will result in check void and reprint fees as necessary to replace lost items)

Forwarding Address:

NAME

STREET

CITY/STATE/ZIP

I acknowledge that I have read the above lease agreement, rules, regulations, and Check-out procedures and will abide by the same.

DATE SIGNED BY RESIDENT: _____

RESIDENT SIGNATURE: _____

Resident Initials: _____



TEMPE RENTAL HOUSING CODE BROCHURE

Safety & Security

All rental units in Tempe are required to meet the following minimum conditions:

SMOKE DETECTORS – Working smoke detector required in each unit at all times.

HAND RAILS – Hand rails in sound condition required for each stairway with four or more risers.

GUARDRAILS – Necessary for all stairways, balconies or porches more than 30 inches above the ground; openings must be small enough to prohibit a round object at least 7 inches in diameter from passing through or under.

LOCKS – Locking devices required for exterior swinging or sliding doors and on all windows designed to be opened and accessible from the outside.

EYE VIEWER/WINDOW – Every main entrance door must have an eye viewer or an adjacent window that allows a view of the area directly in front of the door.

LIGHTING – Specific lighting required in complexes of more than four units, public stairwells, parking lots, exterior entrances and postal box areas for safety purposes. Call for specific information on these requirements.



Additional Resources

Better Business Bureau	602-264-1721
Community Legal Services	480-833-1442
Fair Housing Office	480-350-8950
Landlord/Tenant Hotline	602-256-3517
Slumlord Hotline-County Attorney	602-372-7586
Tempe Municipal Courts	480-350-8271
Tempe Community Action Agency	480-350-5880

In addition to the City of Tempe's Rental Housing Code the State of Arizona regulates residential rental properties in the Arizona Revised Statutes Chapters 12 and 33. A provision of A.R.S.§33 requires that all rental properties be registered with the Maricopa County Assessor's Office and that a local agent be designated for each property. For more information on this requirement or to determine if a rental property has been registered, contact the Maricopa County Assessor's Office at 602-506-3406 or visit www.maricopa.gov/assessor



Tempe Rental Housing Code



Code Compliance



Why a Rental Housing Code?

While most property owners, landlords and property management companies do their best to maintain rental units in safe and healthy conditions, others may neglect needed repairs on their properties. Exterior conditions such as peeling paint, curling roof shingles and dead landscaping may have a negative effect on surrounding property values and discourage neighborhood pride. Interior conditions such as adequate cooling and heating, proper plumbing, and correct electrical connections are necessary to secure the well-being and safety of tenants.

The City of Tempe's Rental Housing Code was adopted in January 1998 to ensure that rental housing units, both single- and multi-family units, remain free of deteriorated and slum-like conditions. The code was not designed to settle landlord-tenant disputes.

This brochure provides a summary of Tempe's Rental Housing Code requirements. For more information or a complete copy of the Rental Housing Code, call **480-350-4311** or visit www.tempe.gov/code.



Sanitation & Cleanliness

PERSONAL CLEANLINESS FACILITIES – Sanitary facilities adequate for personal cleanliness are required for every rental housing unit and must be properly installed and maintained, including; flush toilets, lavatory basins, bathtubs/showers, hot water service of at least 110 degrees, water-seal traps and reasonable water pressure (not less than one gallon-per-minute).

KITCHEN SANITATION – Kitchen sink, oven, stove and refrigerator are required and must be in sound condition; reasonable water pressure and water-seal traps required; countertops, pantries and cupboards shall be free from holes, breaks or cracks and the surface must be easily cleanable.

OUTLETS & LIGHTING – Every habitable room shall have two outlets and either a permanent light fixture or a third outlet controlled by a wall switch; permanent light fixtures required in each laundry room, bathroom and kitchen.

HEATING & COOLING – Permanently installed heating facilities, able to provide a temperature of at least 70 degrees, and cooling devices, able to provide adequate cooling (dependent upon the unit type), are required. No oven, stove, range or unvented combustion heater may be used for the purpose of heating a unit.

DOORS, WINDOWS & VENTILATION – Specific requirements for doors, windows and ventilation are enumerated in the Rental Housing Code. As a summary, each unit is required to have weather-tight exterior doors and windows that provide adequate light and ventilation. Any unit cooled by an evaporative cooler that is not equipped with upducts shall have at least one openable exterior opening that is screened. All screens must be in good condition, free from holes, tears or other imperfections.

INTERIOR SURFACES & FLOORING – Interior surfaces should be free from peeling paint, holes, cracks or breaks, and floor coverings should be free from tripping hazards and in good condition.

EXTERIOR CONDITIONS – Exterior conditions should provide weather-tight, watertight and vermin-proof conditions. Roof coverings should be free of broken, rotted, split or missing



materials, and exterior painted surfaces should be free of loose, cracked, scaling, chipping or peeling paint. All landscaping needs to be maintained and shall not present a deteriorated or slum-like appearance.

POOLS & SPAS – Swimming pools and spas should be properly maintained and not present a safety hazard. Stagnant water and insect infestation is not permitted on any rental premises. Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained that it will function safely and effectively and remain in sound condition.

TRASH & DEBRIS – Accumulations of junk, trash, litter, debris, or junk vehicles are not allowed on premises within the City of Tempe.

All residential rental units within the City of Tempe are subject to a 2 percent sales tax. For more information, please contact Tax and License at 480-350-4311.

This brochure provides a summary of Tempe's Rental Housing Code. For more information, questions or to register a complaint, contact us at:

Code Compliance
Phone: 480-350-4311
www.tempe.gov/code