

ARIZONA MULTIHOUSING ASSOCIATION MULTIFAMILY HOUSING LEASE AGREEMENT

This Apartment Lease Agreement (hereinafter "Lease") is entered into on this _____day of ______20__for apartment_



and parking space

(hereinafter "Leased Premises	") of the residential rental community know	vn as Apartments, located at
leased by	, ☐ as Manager and Agent	Arizona The above-described premises are hereby for("Owner") or □ as Owner
(either/both hereinafter "Management"), to the	following individual(s) (hereinafter jointly "Resident	"):
(1)	(2)	
(3)	<u>(4)</u>	
(5)	(6)	
and Leased Premises are leased to Resider		der. Occupancy is hereby limited to those individuals named above, ess activity or operations shall be undertaken within Leased Premises authorization by Management.
MOVE IN COSTS (to be paid on_):pro-rated rent +	fees +deposits =
MONTHLY R	ENTAL OBLIGATION, REFUNDABLE DEPOS	TS, AND NON-REFUNDABLE FEES
MONTHLY RENTAL OBLIGATION	REFUNDABLE DEPOSITS	Non-Refundable Fees
BASE RENT:	SECURITY DEPOSIT:	APPLICATION FEE:
PET RENT:	PET DEPOSIT:	ADMINISTRATION FEE:
OTHER:	OTHER:	PET ADMINISTRATION FEE:
SUBTOTAL:	OTHER:	UTILITY CONNECTION FEE:
MUNICIPAL TAX (%):	OTHER:	OTHER:
MONTHLY LEASE CONCESSION:	OTHER:	OTHER:
TOTAL MONTHLY RENT:	TOTAL DEPOSITS:	TOTAL FEES:
20 and concluding on the day tenancy unless otherwise terminated. Resid	of After this ending dent shall not sublet or assign this contract without	days, commencing on theday of ate, the Lease shall continue automatically as a month-to-month t written permission of Management.
☐ the location otherwise designated	by Management which is	day of each calendar month at □ the on-site manager's office or at
cash will not be accepted. Resident shall pa on theday and, commencing on the (B) \$ as an administrative fee for fee for each check dishonored for paymer repairs of damage caused by Resident or R future payments by certified check or money are applied toward the various monetary ob the payment of rent is sent by Management certified funds (and, if all boxes left blank, it	Rent shall be payable by personal perso	
agrees to reduce the basic monthly rent by Concession is provided with the understand	\$per month and/or [ssion does exist, for the first_month(s) of this Lease, Management Management grants a one-time concession of The firm under the terms and conditions of this Lease, Resident agrees to full market value of said Concession.
under this Lease. This Refundable Security renewals. At the conclusion of Resident's camounts as may be necessary to remedy an non-compliance. The taking or application Arizona Residential Landlord and Tenant A Refundable Security Deposit as a credit to	Deposit shall be held by Management, without in accupancy of Leased Premises, Management shall defaults, damages, or outstanding and unpaid of the security as described above does not preduct, A.R.S. §§ 33-1301 et seq. During the termoward the payment of rent. Resident further ag	urity Deposit as security for the performance of Resident's obligations terest accruing to Resident, until the conclusion of the Lease and any all be entitled to deduct from the Refundable Security Deposit such charges owed or due as compensation to Management for Resident's eclude Management from exercising its remedies as set forth in the of the Lease, Resident shall not allocate or use any portion of the rees to pay those deposits set forth above as security for specific andable fees for the purposes as described by the name of the fee,

5. Policies of Insurance. Management \square requires \square does not require Resident to obtain a policy or policies of renter's insurance. If Management exercises this option, Resident shall obtain a policy or policies of insurance and shall name Management as a beneficiary of and additional insured under such a policy or policies. Resident is liable for damage to all property owned by Resident, and Resident shall look to Resident's policy of insurance and not to Management for damage to Resident's possessions.

including for the application to reside at the community and for the administrative duties required as part of the leasing of the property. Resident shall not be entitled to any interest on the Refundable Security Deposit or any other deposits or fees. Resident acknowledges that Management may utilize the Refundable Security Deposit during the term of the lease in accordance with relevant provisions in the property management agreement, if any, in accordance with A.R.S. § 33-1321(G).

6. Utilities . In addition to the obligation of pa (and, for the purposes below, "M" is Managem	•	. ,	or utilities shall be	assessed in the following manne	r
Electricity: □M □R □N/A	Water: □M □R □N/A	Trash: □M □R □N/A	Other:	_ □M □R □N/A	
Natural Gas: □M □R □N/A	Sewer: □M □R □N/A	Telephone: □M □R □N/A	Other:	_□M □R □N/A	
With regard to any utilities not listed above, responsibility of Resident, Resident agrees to occupancy of the Premises, account numbers meter the utility usage, Resident shall pay the the right to bill and charge utility usage at the other proper manner it deems fit, and that Ma Should Resident fail to pay any third-party utili have the right to assess late payment penalti understood that utility assessments and any a utility assessment shall be due on the first of eby the date in which they are due shall result in a breach of this Lease.	o pay all deposits required by for those utilities. Resident furth monthly administrative fees ass community through a Ratio Utilit nagement may change the met by billing and Management is as es upon Resident as are assessed all charges associated with thach month or the date otherwise	the utility companies and furnish ner agrees that, should Managen ociated with that submetering. Fur y Billing System, by proportion to hod of submetering by providing sessed penalties for Resident's fur issed against Management by the ne utility assessments are to be deset forth in the monthly utility bi	h to Managemer nent retain the se urthermore, Resid o any reasonable written notice at ailure to pay in a e third-party billin considered additionally presented to Re	nt, prior to the commencement of crivices of a third-party company to dent agrees that Management has division of responsibility, or in any least thirty (30) days in advance timely manner, Management shaing administrator. It is agreed and and rent. Payment of the monthly esident. Failure to pay the utilities	of s y :. III d y
7. Municipal Tax Increase. Management s increases or decreases in the municipal tax as			nt, to increase the	e Total Monthly Rent to reflect any	/
8. Fair Housing. Management and the co- policies and regulations of the community, inc special needs an equal opportunity to utilize the the existing premises when those modifications reserves the right to require reasonable inform or modification sought. When Management h Leased Premises to its prior condition if failur Leased Premises. Any person who believes the reasonable accommodation or modification in is identified in Paragraph 25, below.	luding for assistive animals, will be Leased Premises and the ames are necessary to allow Resider ation concerning the disability are as authorized Resident to make to make such a restoration what he/she is being discriminate	be made or allowed as necessarenities of the community. Managents with disabilities an equal oppoint evidence showing a nexus beto a reasonable modification to the ould interfere with owner's or the diagainst in violation of the Arizon	ary in order to en gement will also p rtunity to use and tween Resident's he premises, Res e subsequent res ona or Federal Fa	pable Residents with disabilities of permit reasonable modifications to be entire treasonable modifications to be enjoy the premises. Management disability and the accommodation sident may be required to restore sident's use and enjoyment of the air Housing Laws, or who needs a	r o t n e e
9. Resident Policies. (A) Resident shall no possess a waterbed, sublet Leased Premises, agrees to comply with state statutes and coun his/her neighbors and not interfere with other and finds them to be in a clean, rentable, und Report to Management within twenty-four (24) good condition. (E) Resident agrees to exercis in a clean, safe, and undamaged condition. (invitees. Violations or breaches of any communities. Violations or breaches of any communities. Violations or in the community at the amenities from time-to-time and as necessary Premises. (H) Unless Management agrees, in not bring nor cause or permit to be brought into mutual benefit of all residents and are hereby providing written notification at least thirty (30) 10. Vehicles. Management may assign parkit	or park a motorized vehicle in the ty and municipal ordinances that residents' quiet and peaceful elamaged condition except as other hours of Resident taking posses are reasonable care in the use of F) Resident specifically agrees unity policy shall be deemed manager at Leased Premises at the behest of Resident's guest. (G' and that such discontinuation writing, to allow Resident to have the community any animal excincorporated into this Lease as days in advance of the date of ng spaces or areas for Resident.	e apartment without prior written at are applicable to Leased Premajoyment of the community. (D) Inerwise noted in the Move-In Inssion of Leased Premises, Leas Leased Premises, to maintain Leased Premises to maintain Leased Premises of this Lease. Good specific invitation of Resident and Resident agrees and acknowled does not materially impact Resider a pet (defined as a cat, dog, be apt for assistive or emotional supif specifically set forth herein. Meffectiveness of any new policies and his/her guests or invitees. No	permission from pises. (C) Resider Resident has car spection Report. Sed Premises shate eased Premises, the conduct of a uests shall be dead to those individual to those individual to those individual to the conduct of a uests shall be dead to those individual to the port animals. (I) anagement may the foot animals.	Management. (B) Resident furthent shall show due consideration to efully inspected Leased Premises Should Resident fail to return said II be conclusively deemed to be in and to redeliver Leased Premises II occupants, visitors, guests, and emed to include those individuals duals who appear and arrive at the lement may discontinue providing of the community and the Leased Leased Premises, Resident shall the community policies are for the modify the community policies by also, at its election, (A) designate	rrossdansdase
parking areas, (B) designate whether trailers expense) from the community any inoperable four (24) hour notice does not apply to (and the	abandoned, or unauthorized ve	ehicles after a twenty-four (24) h	our notice is pos	ted upon the vehicle. This twenty	-

- expense) from the community any inoperable, abandoned, or unauthorized vehicles after a twenty-four (24) hour notice is posted upon the vehicle. This twenty-four (24) hour notice does not apply to (and therefore Management may immediately and without warning tow) vehicles parked in a space assigned to another resident, parked in disabled parking or fire lanes, parked in a marked no-parking area, or parked in a way that impedes traffic or trash collection easements. If Management pays the towing expense for the vehicle of Resident or Residents' guest or invitee, such expense shall be deemed as additional rent owed by Resident to Management and shall be due and payable immediately to Management. Vehicles must be parked nose-in and only in delineated parking spots and shall never be parked on sidewalks, landscaped or un-landscaped areas, or in any other improper or illegal manner. All vehicles must display current and legal registration. Resident is further responsible for any and all damage caused by Resident's vehicle or the vehicle of Resident's guest or invitee to the asphalt, concrete, steel, or wood located in the parking areas.
- 11. Guests. Individuals whom Resident allows to visit and to stay within the Leased Premises shall remain for no more than ten (10) days in any calendar month without prior written authorization from Management and no more than 14 days on an annual basis. Any individual residing for more than this period shall submit a completed application for residency to Management. Management reserves the right to reject such an application for an occupant who does not meet Management's residency requirements.
- 12. Authorization. Resident hereby authorizes Management to make available information concerning the occupancy of Resident of this apartment and at this community, upon request, during or after the term of this Lease. Resident expressly releases Management from any liability for disclosure of any information related to the Lease and occupancy of Resident. Management's authorization to disclose such information is limited to disclosure of information to law enforcement personnel, confirmation of lease term and details to another landlord and/or a lender, and disclosure to utility companies for purposes of billing and assignment of charges, as well as in response to any court order or subpoena requiring disclosure of any information.
- 13. Security. Resident hereby agrees and acknowledges that Management shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to public peace officers for protection. Resident hereby agrees and acknowledges that protection against criminal conduct is not within the power of Management and, even if from time-to-time Management provides courtesy patrol services, Resident cannot rely upon these services. The provision of any such services shall not constitute a waiver of or any modification to the above agreement. Management shall not be liable for failure to provide adequate security services or for the criminal or wrongful actions by third-parties against Resident, Resident's family, or Resident's guests or their property.
- 14. Access. Except in the case of an emergency or if it is impracticable to give notice, Management shall not enter the Leased Premises without prior notice. If Resident grants Management leave to open the Leased Premises, Resident agrees that Management shall not be liable for lost or stolen articles, damage, or Leased Premises being left unsecured. Resident further agrees and understands that Management may provide written notice of intent to enter the Leased Premises for the purposes of regular inspection or to show the Leased Premises to prospective buyers, lenders, inspectors, and other similar parties. Resident further agrees and acknowledges that the failure to provide access to Management following the issuance of a written notice of intent to enter is a material breach

of this Lease. Resident further agrees and acknowledges that, pursuant to A.R.S. § 33-1343(B), the submission of a maintenance request and/or work order to Management, whether verbal or in writing, shall be deemed to grant to Management the limited permission of access to the Leased Premises for the purposes of remedying those items described in the request and/or order. Resident further agrees and acknowledges that Management will not grant access to a non-party individual or company to the Leased Premises, who were not invited by Management as part of its reasonable business practices, unless written permission is first provided by Resident.

- 15. Indemnification. Management shall not be liable and Resident shall hold Management harmless from any and all claims, losses, demands, or other liability whatsoever, for any damages or injury however suffered by or occurring to any person, including, without limitation, guests (including invitees) at the community that arise or are caused by any act of commission or omission of the Resident, Resident's occupants, family, guests, invitees, or pets. Notwithstanding anything to the contrary, Resident does not agree to the exculpation or limitation of any liability of Management arising under law or due to Management's gross negligence or malfeasance, or to indemnify Management for that liability or costs herewith.
- 16. Abandonment. Abandonment is either (A) the absence of the tenant from the dwelling unit, without notice to the landlord for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence or (B) the absence of the tenant for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the tenant's personal property is in the dwelling unit. Abandonment shall not constitute a valid "surrender" of the Leased Premises without consent of Management shall be entitled to exercise all remedies at law or in equity. Should personal property be abandoned within the Leased Premises, following any involuntary termination of possession, Management may dispose of the abandoned personal property as authorized by A.R.S. § 33-1370. Should Resident voluntarily surrender possession of the Leased Premises, either in response to legal notice or upon Resident's own volition, and personal property remain in the Leased Premises, it is agreed that Resident disclaims any and all rights to said property and that Management shall have the right to discard or otherwise dispose of said property in any manner in which it deems prudent.
- 17. Waiver. The failure of Management to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Management's right to act on any violation. Any space in this Lease that does not contain information shall be deemed to read "N/A."
- 18. Jury Trial Waiver. The parties hereby waive their respective rights to trial by jury in any special detainer, forcible entry and detainer, or civil action arising out of or in any way connected with this Lease.
- 19. Attorneys' Fees. In the event action is necessary to enforce compliance with this Lease, the prevailing party may recover all costs, reasonable attorneys' fees, and other expenses in enforcing this Lease.
- 20. Subordination. This Lease is and shall remain subordinate to any ground lease, mortgage, trust deed, or other encumbrance or security instrument now existing or hereafter to be placed upon the community or Leased Premises and to any modifications, extensions, replacements, and advances in connection therewith. Resident and Management further agree that should, at any time during the term of the Lease, Leased Premises is sold or a successor-in-interest to Management assumes responsibility for Leased Premises, the Lease shall survive and the successor-in-interest shall assume all rights and obligations as if the successor-in-interest had been an original party to this Lease.

21. Conclusion or Termination of Lease.

- a. At least thirty (30) days prior to the intended date of surrender of possession, Resident must deliver to Management a signed, written Vacate Notice. This requirement shall include providing such type of notification in advance of the expiration of this Lease if Resident intends to vacate at the end of the Lease Term. If Resident is occupying the Leased Premises pursuant to an agreement that is for month-to-month tenancy, Resident agrees to provide such written notice as described above at least thirty (30) days in advance of the periodic rental due date.
- b. Should Management elect to not renew this lease, Management shall deliver, at least thirty (30) days prior to the expiration of the Lease, a signed, written Notice of Intent to Not Renew. If Resident is occupying the Leased Premises pursuant to an agreement that is for month-to-month tenancy, Management agrees to provide such written notice as described above at least thirty (30) days in advance of the periodic rental due date.
- c. Management relies upon Resident to fulfill this lease and honor all obligations contained herein. If Resident fails to fulfill the agreed-upon term of the Lease, or fails to provide the Vacate Notice in a timely manner, or fails to do both, Management elects the following option:
 - i. Resident hereby agrees to pay a sum equal to one (1) times one-and-a-half (1½) times two (2) times the Total Monthly Rent as liquidated damages to compensate Management for any loss in rent and defray Management's administrative and marketing costs associated with re-letting the Leased Premises. The aforementioned liquidated damages shall be assessed, and Resident agrees to its assessment, whether Resident voluntarily terminates the Lease through no fault of Management or the lease is involuntarily terminated by Management due to Resident's breach of this contract.
 - ii. The early termination of possession by Resident does not terminate Resident's responsibilities under this lease (including the unabated obligation to pay rent) until the earlier of the following two events occur: the Lease expires at the end of its term or the Leased Premises are leased to another party.
- d. If Resident fails to return the Leased Premises in the same or better condition at the conclusion of the Lease as Management provided at the commencement of the Lease, Resident shall be liable for all charges and costs incurred by Management to restore the Leased Premises to their former condition, less reasonable deductions for normal wear-and-tear. Resident agrees to clean the Leased Premises prior to surrendering it to Management and agrees to be assessed cleaning charges if Resident fails to do so. Resident furthermore acknowledges and agrees that any damage caused by pets is never considered normal wear-and-tear and that all charges for pet damage shall first be assessed against the Pet Deposit (if applicable), then against the Security Deposit (also if applicable).
- e. Resident hereby accepts and agrees that any unpaid non-refundable fees, late charges, NSF check fees, lost key charges, damage assessments, or other unpaid amounts shall be due and payable at the time of surrender of possession of the Leased Premises.
- f. Management agrees to dispose of all refundable deposits in accordance with A.R.S. § 33-1321.
- 22. Military Transfers. Military personnel on active duty may terminate, without penalty or repayment of concession, the Lease upon receipt of orders of transfer to military facility or vessel, release from active duty, or relocation to government quarters. Resident agrees to give thirty (30) days' advance written notice and rent will be prorated from the notice date to the move-out date. Assignment instructions for voluntary occupancy of government quarters are not sufficient for termination of this Lease.
- 23. Continuation of Tenancy. Should this lease continue on a month-to-month basis, Resident agrees to pay, as additional rent, the sum of _____as a "month-to-month tenancy charge" (and, if blank, the fee shall be \$0.00). If no amount is set forth above, it is agreed by the parties that the month-to-month rental rate shall be 105% of the base rent set forth in this agreement. If Management, in its sole discretion, chooses to not renew this Lease or terminates a month-to-month tenancy, Resident agrees to vacate no later than the expiration date contained within the non-renewal or termination notice. If Resident fails to vacate by the expiration date of the non-renewal notice, Resident shall be deemed to be wrongfully holding over in the Leased Premises. If a month-to-month tenancy is created, Management may increase or otherwise change, with thirty (30) days' written notice in advance of a periodic rental due date, the Total Monthly Rent. If Management and Resident both elect to renew this Lease, Management may insist upon a lease length of greater than one month but less than one year.
- 24. Death of Resident. Resident hereby appoints and authorizes ______ as Resident's designated person authorized to enter the Leased Premises to retrieve and store the tenant's property if Resident dies during the term of the Lease. Should Resident die during the term of the Lease, the Lease shall be deemed to terminate as of the date of surrender of possession of Leased Premises by the personal representative of the estate or the individual described above, and the provisions of A.R.S. § 33-1314(F) shall apply.
- 25. Disclosure.______ is the on-site or off-site managing agent for Management for the Leased Premises under this Lease. Service of notices shall be made upon this designated on-site or off-site agent. Service of process shall be made only upon the statutory © 2018, Arizona Multihousing Association. All rights reserved.

agent or upon Owner directly. Any and all notices issued by Resident to Management must be in writing and shall be delivered, via personal delivery, courier, or registered or certified U.S. mail to the site described below during regular business hours, except as may be provided by Addendum to this Lease. Please be advised that Management and its employees are agents of and representatives for Owner. The telephone number for Management is

- . Information regarding the statutory agent may be obtained from the Arizona Corporation Commission. Information regarding the Owner may be obtained from the county Assessor's Office.
- 27. Cumulative Nature of Remedies. All remedies under this Lease, or those by law or by equity, shall be cumulative.
- Severability. If any provision of this Lease is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Lease.
- 29. General Provisions. No oral promises, representations, or agreements have been made by Management. This Lease represents the entire agreement between the parties. No modification to this lease is permissible unless made in writing, to which both Resident and Management agree. Unless done in writing, Management and its agents (including site employees, accountants, and attorneys) have no authority to waive, amend, or terminate this Lease. Management has no authority, unless done in writing, to make promises, representations, or agreements which impose duties of security or other obligations upon Management or Owner, A copy of the Arizona Residential Landlord and Tenant Act may be obtained free-of-charge from the Arizona Department of Housing, If the Leased Premises is located within the boundaries of the City of Tempe, a copy of the Tempe Rental Housing Information packet is available at the leasing office or from Management

directly.				
30. Other Terms and Conditions.				
			'	
		,		
31. Addenda. The addenda to this lease	e are hereby incorporated into thi	s contract. The following addend	la have been utilized as a	a part of this lease:
□ Crime-Free/Drug-Free	Package and Parcel	☐ Other:	Other:	
☐ Facilities Use	□ Pet	Other:	Other:	
☐ Mold	Utilities	Other:	U Otner:	
32. Arizona Multihousing Association	Lease The use of this Lease is n	estricted to members of the Arizo	na Multihousing Associa	tion only Should Management
utilize this lease and is not a member of th				
with notification that Management is not				
Management does not become a member Resident shall be entitled to surrender po				
apply to currently-existing leases where I				
new owner fails to join the Arizona Multiho				
33. Acknowledgment. RESIDENT HA	S REVIEWED THIS AGREEM	ENT IN ITS ENTIRETY AND	HAS RECEIVED AN E	EXECUTED COPY OF THIS
AGREEMENT, INCLUDING AN APARTI	MENT INSPECTION REPORT, O	COMMUNITY POLICIES, AND A	ADDENDA TO THIS AG	REEMENT, IF APPLICABLE.
RESIDENT ACKNOWLEDGES THAT ALL OF CHECK-BOXES IS COMPLETELY U				
LEASE IS A LEGALLY-BINDING CONT				
LEGAL COUNSEL. FALSIFICATION OF				•
A LEASE IS GROUNDS FOR IMMEDIA	TE TERMINATION OF THIS LEA	SE.		
ACCEPTANCE OF LEASE:				
RESIDENT	DATE	MANAGEMENT		DATE
		Its		
				_

THIS OFFICIAL STATEWIDE FORM WAS PRODUCED BY THE ARIZONA MULTIHOUSING CONSULTING CORPORATION, A WHOLLY-OWNED FOR-PROFIT SUBSIDIARY OF THE ARIZONA MULTIHOUSING ASSOCIATION, AND IS RESERVED FOR THE EXCLUSIVE USE OF THE MEMBERS OF THE ARIZONA MULTIHOUSING ASSICIATION. UNAUTHORIZED USE OF THIS FORM IS PROHIBITED AND VIOLATORS WILL BE PROSECUTED. .