

ARIZONA MULTIHOUSING ASSOCIATION SINGLE-UNIT HOUSING LEASE AGREEMENT

This Apartment Lease Agreement (hereinafter "Lease")	is entered into on this day of 20 for the residential rental premises iden	tified
as	,, Arizona (hereinafter "Leased Premises"). The above-desci	ribec
premises are hereby leased by	, 🗅 as Manager and Agent for("Owner") or 🗖 as O	wne
(either/both hereinafter "Management"), to the following in	dividual(s) (hereinafter jointly "Resident"):	
(4)		
(1)	(2)	
(3)	(4)	
(5)	(6)	

If more than one individual is named above, each shall be jointly and severally liable hereunder. Occupancy is hereby limited to those individuals named above, and Leased Premises are leased to Resident solely for the purpose of a residence. No business activity or operations shall be undertaken within Leased Premises without prior written approval from Management. Pets are not permitted without prior written authorization by Management.

MOVE IN COSTS (to be paid on):	pro-rated rent +	fees +	deposits =	
------------------------------	----	------------------	--------	------------	--

MONTHLY RENTAL OBLIGATION, REFUNDABLE DEPOSITS, 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:

TERMS AND CONDITIONS OF LEASE

1. Term of Lease Agreement. The term of this Lease shall be for _____ months and _____ days, commencing on the _____ day of ______ 20_____ and concluding on the _____ day of ______ 20____. After this ending date, the Lease shall continue automatically as a month-to-month tenancy unless otherwise terminated. Resident shall not sublet or assign this contract without written permission of Management.

2. Payment of Rent. Payment of the Total Monthly Rent shall be no later than the first (1^{st}) day of each calendar month at \Box the on-site manager's office or

□ at the location otherwise designated by Management, which is _

by cash will not be accepted. Resident shall pay, as additional rent no later than the next rental payment date, the following fees: (A) a flat late fee of \$______

on the _____ day and, commencing on the _____ day, a daily late fee of \$______ per day for each day that any portion of the Total Monthly Rent is delinquent; (B) \$______ as an administrative fee for the preparation and service of any written notice regarding breach of this Lease; (C) \$______ as an administrative fee for each check dishonored for payment; (D) a fine of \$______ for bringing an unauthorized pet onto the grounds of the community; and (E) the costs for repairs of damage caused by Resident or Resident's guests. Resident agrees that if any of Resident's payment attempts are dishonored, Resident shall make all future payments by certified check or money order. Resident further agrees that Management possesses the exclusive right to determine how Resident's payments are applied toward the various monetary obligations of this Lease (including, but not limited to, rent, unpaid deposits, charges, and fees). If any notice regarding the payment of rent is sent by Management to Tenant, Management □ requires □ may elect to insist □ does not require that payment will only be accepted via certified funds (and, if all boxes left blank, it shall be conclusively presumed that Management does not require certified payment).

3. Concession. There \Box exists \Box does not exist a Concession to this Lease. If a Concession does exist, \Box for the first _____ month(s) of this Lease, Management agrees to reduce the basic monthly rent by \$______ per month and/or \Box Management grants a one-time concession of \$______. The Concession is provided with the understanding that in the event Resident does not fully perform under the terms and conditions of this Lease, Resident agrees to return to Management any Concession herein accepted or to reimburse Management for the full market value of said Concession.

4. Deposits and Fees. Resident hereby agrees to pay to Management a Refundable Security Deposit as security for the performance of Resident's obligations under this Lease. This Refundable Security Deposit shall be held by Management, without interest accruing to Resident, until the conclusion of the Lease and any renewals. At the conclusion of Resident's occupancy of Leased Premises, Management shall be entitled to deduct from the Refundable Security Deposit such amounts as may be necessary to remedy any defaults, damages, or outstanding and unpaid charges owed or due as compensation to Management for Resident's non-compliance. The taking or application of the security as described above does not preclude Management from exercising its remedies as set forth in the Arizona Residential Landlord and Tenant Act, A.R.S. §§ 33-1301 et seq. During the term of the Lease, Resident shall not allocate or use any portion of the Refundable Security Deposit as a credit toward the payment of rent. Resident further agrees to pay those deposits set forth above as security for specific performance under this Lease. Resident also agrees to pay the above-referenced non-refundable fees for the purposes as described by the name of the fee, 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 agreement, if any, in accordance with A.R.S. § 33-1321(G).

5. Policies of Insurance. Management a requires a 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.

6. Utilities. In addition to the obligation of payment of rent, Resident understands and agrees that payment for utilities shall be assessed in the following manner (and, for the purposes below, "M" is Management, "R" is Resident, and "N/A" is Not Applicable):

Electricity: DM DR DN/A	Water: DM DR DN/A	Trash: DM DR DN/A	Other:	
Natural Gas: DM DR DN/A	Sewer: DM DR DN/A	Telephone: DM DR DN/A	Other:	

With regard to any utilities not listed above, those utilities are hereby and conclusively presumed to be the responsibility of Resident. If any utilities are the responsibility of Resident, Resident agrees to pay all deposits required by the utility companies and furnish to Management, prior to the commencement of occupancy of the Premises, account numbers for those utilities. Resident further agrees that, should Management retain the services of a third-party company to meter the utility usage, Resident shall pay the monthly administrative fees associated with that submetering. Furthermore, Resident agrees that Management has the right to bill and charge utility usage at the Community through a Ratio Utility Billing System, by proportion to any reasonable division of responsibility, or in any other proper manner it deems fit, and that Management may change the method of submetering by providing written notice at least thirty (30) days in advance. Should Resident fail to pay any third-party utility billing and Management is assessed penalties for Resident's failure to pay in a timely manner, Management shall have the right to assess late payment penalties upon Resident as are assessed against Management by the third-party billing administrator.

7. Municipal Tax Increase. Management shall have the right, upon thirty (30) days' written notice to Resident, to increase the Total Monthly Rent to reflect any increases or decreases in the municipal tax assessed by the city in which the Leased Premises are located.

8. Maintenance of the Premises. Management and Resident hereby agree to the following modifications of this lease agreement, whereby Resident agrees to assume responsibility for the following items: landscaping; swimming pool and/or spa maintenance; other items, described more fully as

______. If no boxes are marked, it is conclusively assumed that no maintenance responsibilities have been transferred to the Resident other than as set forth elsewhere in this lease agreement.

9. Fair Housing. Management and the community are dedicated to honoring Arizona and Federal Fair Housing laws. Reasonable accommodations to the policies and regulations of the community, including for assistive animals, will be made or allowed as necessary in order to enable Residents with disabilities or special needs an equal opportunity to utilize the Leased Premises and the amenities of the community. Management will also permit reasonable modifications to the existing premises at Resident's expense Management's expense when those modifications are necessary to allow Residents with disabilities an equal opportunity to use and enjoy the premises. Management reserves the right to require reasonable information concerning the disability and evidence showing a nexus between Resident's disability and the accommodation or modification sought. When Management has authorized Resident to make a reasonable modification to the premises, Resident may be required to restore Leased Premises to its prior condition if failure to make such a restoration would interfere with owner's or the subsequent resident's use and enjoyment of the Leased Premises. Any person who believes that he/she is being discriminated against in violation of the Arizona or Federal Fair Housing Laws, or who needs a reasonable accommodation or modification in order to have an equal opportunity to use and enjoy the dwelling is encouraged to contact the managing agent, who is identified in Paragraph 25, below.

10. Resident Policies. (A) Resident shall not decorate or alter the apartment interior or exterior (including the patio or balcony area), add or change door locks, possess a waterbed, sublet Leased Premises, or park a motorized vehicle in the apartment without prior written permission from Management. (B) Resident further agrees to comply with state statutes and county and municipal ordinances that are applicable to Leased Premises. (C) Resident shall show due consideration to his/her neighbors and not interfere with other residents' quiet and peaceful enjoyment of the community. (D) Resident has carefully inspected Leased Premises and finds them to be in a clean, rentable, undamaged condition except as otherwise noted in the Move-In Inspection Report. Should Resident fail to return said Report to Management within twenty-four (24) hours of Resident taking possession of Leased Premises, Leased Premises shall be conclusively deemed to be in good condition. (E) Resident agrees to exercise reasonable care in the use of Leased Premises, to maintain Leased Premises, and to redeliver Leased Premises in a clean, safe, and undamaged condition. (F) Resident specifically agrees that Resident is responsible for the conduct of all occupants, visitors, guests, and invitees. Violations or breaches of any community policy shall be deemed material breaches of this Lease. Guests shall be deemed to include those individuals who are known to Resident but who did not appear at Leased Premises at the specific invitation of Resident and to those individuals who appear and arrive at the Leased Premises or in the community at the behest of Resident's guest. (G) Resident agrees and acknowledges that Management may discontinue providing amenities from time-to-time and as necessary and that such discontinuation does not materially impact Resident's enjoyment of the community and the Leased Premises. (H) Unless Management agrees, in writing, to allow Resident to have a pet (defined as a cat, dog, bird, or fish) in the Leased Premises, Resident shall not bring nor cause to be brought into the community any animal except for assistive animals. (I) The community policies are for the mutual benefit of all residents and are hereby incorporated into this Lease as if specifically set forth herein. Management may modify the community policies by providing written notification at least thirty (30) days in advance of the date of effectiveness of any new policies.

11. Vehicles. Management may assign parking spaces or areas for Resident and his/her guests or invitees. Management may also, at its election, (A) designate parking areas, (B) designate whether trailers, boats, or RVs/campers may be parked within the bounds of the community, and/or (C) tow (at vehicle owner's 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 Resident's 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 on sidewalks, landscaped or un-landscaped areas, or in any other improper or illegal manner. All vehicles must display current and hegal 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.

12. 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. 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.

13. 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.

14. Security. Resident hereby agrees and acknowledges that Management shall not provide and shall have no duty to provide any security services to Resident. Resident shall look solely to public peace officers for protection. Resident hereby acknowledges and agrees 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.

15. 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.

16. 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. The provisions for property disposition under A.R.S. § 33-1370 shall also be followed by Management.

17. 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, and Management shall be entitled to exercise all remedies at law or in equity. Should personal property be abandoned within the Leased Premises, whether following surrender or voluntary or involuntary termination of possession, Management may dispose of the abandoned personal property as it deems fit, including, if Management determines the value of the property to be less than the cost of moving, storing, and conducting a sale of such personal property.

18. 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."

19. 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.

20. 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.

21. 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.

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. Arizona Multihousing Association Lease. The use of this Lease is restricted to members of the Arizona Multihousing Association only. Should Management utilize this lease and is not a member of the Arizona Multihousing Association, Resident shall have the option to terminate this contract upon providing Management with notification that Management is not a member of the Arizona Multihousing Association and that Resident intends to void the Lease in ten days' time if Management does not become a member of the Arizona Multihousing Association. If the membership deficiency has not been cured within this ten-day cure period, Resident shall be entitled to surrender possession of Leased Premises and terminate the Lease without penalty but with full return of all deposits. This shall not apply to currently-existing leases where Management is a member of the Arizona Multihousing Association, sells the Lease Premises to a new owner, and the new owner fails to join the Arizona Multihousing Association, so long as no renewal of the Lease, utilizing this lease form, is attempted.

24. 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 defray Management's administrative and marketing costs. This shall be assessed, and Resident agrees to its assessment, whether Resident voluntarily terminates the Lease through no fault of Management or Resident involuntarily terminates the Lease through 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).

- Resident hereby accepts and agrees that any unpaid non-refundable fees, late charges, NSF check fees, lost key charges, damage assessments, or e. 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.

Continuation of Tenancy. Should this lease continue on a month-to-month basis, Resident agrees to pay, as additional rent, the sum of 25. as a "month-to-month tenancy charge" (and, if blank, the fee shall be \$0.00). 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.

26. 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.

27. 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 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.

28. Cumulative Nature of Remedies. All remedies under this Lease, or those by law or by equity, shall be cumulative.

29. 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.

30. 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.

31. Other Terms and Conditions.

The Arthress for a state of the last 32. Addenda. The addenda to this lease are hereby incorporated into this contra ase:

Crime-Free/Drug-Free

Facilities Use

Mold

ACCEPTANCE OF LEASE:

Package and Parcel Pet

ract. The following addenda have	e been utilized as a part of this lea
Other:	Other:
Other:	Other:

- Utilities
- Other: Other:

33. Acknowledgment. RESIDENT HAS REVIEWED THIS AGREEMENT IN ITS ENTIRETY AND HAS RECEIVED AN EXECUTED COPY OF THIS AGREEMENT, INCLUDING AN APARTMENT INSPECTION REPORT, COMMUNITY POLICIES, AND ADDENDA TO THIS AGREEMENT, IF APPLICABLE. RESIDENT ACKNOWLEDGES THAT ALL BLANKS HAVE BEEN PROPERLY COMPLETED OR OTHERWISE MARKED "N/A." IF ANY CONTINUOUS SET OF CHECK-BOXES IS COMPLETELY UNMARKED, THE LEAST-RESTRICTIVE OPTION TOWARD RESIDENT SHALL BE DEEMED TO BE CHOSEN. THIS LEASE IS A LEGALLY-BINDING CONTRACT. IF YOU DO NOT ADEQUATELY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ABOVE, SEEK LEGAL COUNSEL. FALSIFICATION OF THIS LEASE OR OF THE APPLICATION INFORMATION PROVIDED TO INDUCE MANAGEMENT TO ENTER INTO A LEASE IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE.

RESIDENT	DATE	MANAGEMENT	DATE
		Its	
			AMAA Arizona Multihousing Association

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.