

Addendum to Lease Agreement

The following additional terms and conditions are hereby included as a part of the Lease Agreement between Landlord and Tenant:

- 1) **Smoking:** No Smoking of anything shall be allowed inside the Premises. Failure to comply shall be deemed a material noncompliance by Tenant of this Lease Agreement and Landlord may terminate this Lease Agreement. If Tenant smokes anything inside the home, they shall be held responsible for painting, cleaning, flooring and window covering replacement to bring the property back to a smoke free state.
- 2) **Rent Escalations:** Upon expiration of the Term, this Lease Agreement shall automatically continue on a month-to-month basis and rent shall automatically increase by \$200.00 per month beginning the first month after lease expiration. If Tenant remains on a month-to-month basis Landlord shall have the right to do additional rent increases at any time with a 30-Day Notice.
- 3) **Crime Free Lease:** The Landlord hereby informs the Tenant that this property participates in the crime-free rental program. Any person arrested and convicted of a felony in the past ten years or released from any prison or jail in the past ten years is prohibited from living on or visiting the rental property. If you or your guests are involved in a crime in or around the rental property, you will be immediately evicted for that action. The Tenant agrees to abide by all city and state laws and codes. Failure to comply with this paragraph may result in an immediate eviction. Tenant further agrees to report any actions by others that violate federal, state or city laws. Tenant agrees that any police report made that involves the tenant, their guest or the rental property may be admitted as evidence and hereby waives any hearsay objections.
- 4) **Association Rules:** Tenant shall comply with all rules of the Association, if applicable. Failure to comply shall be deemed a material noncompliance by Tenant of this Lease Agreement and Landlord may terminate this Lease Agreement. It shall be the Tenants' responsibility to keep the yard free of weeds, place trash receptacles out of view, and be mindful of all other community rules and regulations. Any fines or Notice Fees levied by Homeowners Association for non-compliance shall be charged to Tenant.
- 5) **Notice to Vacate:** At end of a lease, month to month leases and leases being terminated in accordance with Service members' Civil Relief Act shall be provided in writing to Landlord a minimum of 30 days prior to next rental due date. If notice is provided after the current monthly rent due date, then Tenant acknowledges and understands that the effective date of lease termination shall be the last day of the following month.
- 6) **Move In Inspection:** If Tenant fails to return the Move In Inspection form within 5 business days after move in, Tenant is accepting the residence "as-is" and shall be responsible for any damages regardless of if they were present prior to move in.

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- 7) **Move Out Instructions:** Tenant shall be provided Move Out Instructions upon move in and upon notice of vacating property. Tenant agrees to perform all items listed in these instructions prior to releasing possession of Property to Landlord. Failure to perform these instructions may lead to deductions in Tenant's Security Deposit. A disposition of deposit form will be provided to the tenant within 14 business days after the end of the lease term.
- 8) **Tenant Neglect:** Tenant shall be responsible for cost of repair on any item caused by willful neglect including but not limited to: dryer malfunctions due to failure to empty lint trap on a regular basis, plumbing blockages caused by hair, excess food or foreign objects put into toilets, sinks, tub/shower and/or garbage disposals. Tenant agrees to turn the main water off when they leave the Premises for more than seven (7) consecutive days.
- 9) **Pet Restrictions:** The Tenant agrees to specifically identify in writing the sex and breed of every animal living on the Premises. Upon request, the Tenant agrees to provide proof of licensing and up-to-date shot records for each of these animals. The Tenant agrees to comply with all community/city/state rules and regulations regarding pets. Tenant agrees to not permit any other animals to visit or live in the rental Premises (assistive animals are exempted from this requirement). Written permission by the Landlord and a pet fee is required for each animal brought onto the Premises (assistive animals are exempted from paying a pet fee).
- 10) **Support or service animal or other fair housing issues:** Landlord recognizes that a Tenant or their guest may need a service animal or support/assistive animal. Tenant agrees that no such animal may be allowed on the Premises without written notification to and written consent by the Landlord. Tenants understand it is illegal in Arizona for a person to falsely claim that an animal is a service animal. The Landlord rents to all Residents who otherwise qualify and applies all rules and regulations equally, regardless of race, disability, ethnicity, religion, sexual preference, familial status or any other protected status. Resident agrees to immediately notify the Landlord in writing of any issues that may relate to a fair housing issue.
- 11) **Renters Insurance:** It is highly recommended that Tenant maintains renter's insurance covering their personal items, liability coverage and loss of use of the property. Failure to maintain such insurance could result in financial losses for the Tenant. Tenant understands and acknowledges that any damage or loss of their personal property or loss of use of property for all reasons shall not be covered or reimbursed by Landlord/Property Manager. In addition, if Tenant is liable for any damages done to the property Landlord may seek reimbursement for repairs.
- 12) **Guest Policy:** Visiting guests, individually and cumulatively, may not stay more than seven days in a row, not more than a total of 30 days per twelve-month period, and not more than two people per visit. You must accompany your guests while using the recreational facilities. The safety of your guests is your responsibility. Landlord/Property Manager is not liable for injury to guests or damage to their property while visiting, subject to Arizona law.

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13) **Utility Responsibility:** The Tenant acknowledges that they are responsible for all utilities. In the event the Tenant fails to transfer the utilities into their name upon execution of this lease, if the utilities are not paid for by the tenant, if the utilities are shut off during the tenancy, or if the utilities are transferred back into the Landlord's name by the utility company due to non-payment by the Tenant, the Tenant agrees that the Landlord may immediately file for an eviction following a five (5) day notice of that breach to the Tenant.

14) **Pest Control Responsibility:** The Tenant acknowledges that they are responsible for all pest control. The Landlord suggests that the Tenant maintain a monthly service contract with a pest control company. Tenants acknowledge that they live in the desert and that pests such as ants, roaches, and scorpions etc. are part of desert living, especially during foul weather. Monthly or weekly pest service should eliminate the problem, but the condition of the rented Premises also affects the presence of pests.

15) **Lease Buy Out:** Tenant may buy out of the Lease Agreement prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all the following occur:

- a) You provide written notice of the buy-out at least 30 days prior to the new termination date.
- b) You specify the new termination date in the notice, which shall be a minimum of 30 days from receipt of notice by Landlord or Property Manager.
- c) You are not in default under the Lease Agreement on the date you give us the notice of buy-out.
- d) You are not in default under the Lease Agreement on the new termination date.
- e) You move out on or before the new termination date and do not hold over.
- f) You pay a buy-out fee equal to exactly 2.5 months' rent prior to move out.
- g) You pay the amount of any concessions received, if applicable, during the Lease term.

18) **Repairs and Maintenance:** We will do our best to respond to all service requests in a timely manner. Most repairs will require a third-party vendor/contractor or handyman hired by the Landlord/Property Manager to facilitate such repairs. Tenant agrees to work with all vendors' schedules as needed to ensure the repairs are completed. Tenant also agrees and acknowledges the following regarding repairs to certain items:

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- a) **Ice Makers-** If the property has an ice maker in the refrigerator, Tenants acknowledge this is provided as a courtesy only. Landlord/Property Manager reserves the right to not repair faulty ice makers.
- b) **Garbage Disposals-** From time-to-time garbage disposals will need to be reset or may need to be unjammed. Landlord/Property Manager shall not be responsible for repairing this issue. It is usually caused by overuse or placing the wrong items in the disposal. There are several videos online to help assist with this issue should it arise during your tenancy. In addition, Tenant agrees to not place certain items down the disposal including but not limited to grease, any type of peel, coffee grounds, eggshells, bones, rice, pasta, oatmeal, meat etc. Tenant also agrees to periodically clean the disposal by running it with ice, a small amount of dish detergent and cold water. Tenant shall be responsible for all costs associated with any repairs caused by the misuse of the garbage disposal.
- c) **Bathroom sink and tub drains-** Periodically hair and soap will accumulate just under the drain stop from normal everyday use. Tenant shall be responsible for keeping this cleaned out as frequently as needed. Tenant shall be responsible for any cost associated with having to hire someone to clean these on behalf of the tenant. It is advised to clean these drains out monthly. There are several videos online to help assist on how to do this.
- d) **Heating/Cooling:**
 - a. **Air Filters:** Tenant shall change the A/C filter a minimum of once every 30 days. Failure to comply shall be deemed a material noncompliance by Tenant of this Lease Agreement and Landlord may terminate this Lease Agreement. Any repair directly related to the neglected filter maintenance shall be charged to Tenant.
 - b. **Thermostat:** Tenant shall take time to familiarize themselves with the proper use of the thermostat. In general, the correct position for the AC is to have it set to Auto and Cool and for heat Auto and Heat. The on option only controls the fan and should not be used when running the AC or heater. Many types of thermostats use batteries. If you see a low battery indicator or if the thermostat does not come on at all the first step is to change the batteries, which are not supplied by the Landlord/Property Manager.
- e) **Batteries and Light Bulbs:** It shall be the Tenant's responsibility to replace all light bulbs and batteries at their own expense. This includes but is not limited to smoke detectors, appliance light bulbs, thermostat batteries, light fixtures etc.

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- f) **Toilet Seats and Towel Bars:** Toilet seats will be provided and in good condition. Shall a toilet seat need to be replaced at anytime during the Tenants lease it shall be at their own expense. Towel bars will be secured at move in. If a towel bar becomes detached or loose at anytime it shall be the Tenants' responsibility to repair.
- g) **Duty to Report:** Tenant agrees to report all issues that may negatively affect the rented Premises (i.e.: water leaks, roofing problems, existence of mold, or other health or safety issues). In the event the Tenant fails to report any problem that they know of or should have discovered, the Tenant may be evicted and waives any other claims for damages to their personal possessions, their health or safety.

The undersigned agrees to the additional terms and conditions and acknowledges receipt of copy hereof.

Tenant Date

Tenant Date

Property Manager/Landlord Date



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