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RESIDENTIAL LEASE

THIS LEASE AGREEMENT, made and entered into this _____ by and between **Surprise Properties, LLC**, an Arizona Limited Liability Company, hereinafter called the LANDLORD, and

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hereinafter called the TENANT.

In consideration of the covenants and agreements hereinafter contained, to be kept and performed by the respective parties hereto, the LANDLORD does lease to and the TENANT does hereby rent from the LANDLORD the following described Real Property situated in the County of Maricopa and State of Arizona, together with the personal property located therein as herein described:

_____,
_____, AZ 85____

Including personal property described, to wit: a refrigerator, installed air conditioning system, window coverings, smoke detectors in each room, stove/oven, dishwasher, garage door opener with one remote opener. Other: _____

Upon the following expressed terms and conditions to wit:

1. TERM: This lease shall commence on the _____ day of _____ and shall continue for ___ **months** at which time it will continue on a month-to-month basis with no set expiration date, with all other terms and conditions set forth herein remaining the same, except that the TENANT shall give the LANDLORD **30 days written notice** prior to vacating the property and terminating the lease. At lease termination, TENANT shall return all keys and vacate the Premises leaving said premises in the same condition as when they occupied the Premises. If the TENANT fails to vacate the premises as provided for in this agreement, the LANDLORD shall be entitled to legal actions as provided for in the Arizona Residential Landlord and Tenant Act (ARLTA)

2. RENT: The TENANT hereby agrees to pay the LANDLORD as rent for the described premises the sum of \$_____ **monthly**, in advance of the 1st. day of each and every month throughout the term of this LEASE. LANDLORD reserves the right to increase the rent after the initial term of this lease; however, the LANDLORD will inform the TENANT 30 days prior to any increase in rent.

The monthly rental payment shall be mailed or otherwise delivered to THE LANDLORD at the following address:

**Surprise Properties, LLC
c/o Craig or Sandra Martin
1412 Sunrise Lane
Colorado Springs, CO 80906**

Or shall be deposited in a bank account designated by the LANDLORD.

RENT is due on the 1st. day of the month. If rent or any portion of the rent is received after the 5th day of the month, TENANT agrees to pay a late charge of **\$35.00**. If total rent owed is not paid in full by the 15th day of the month, then an additional **\$45.00** late charge will be due and payable immediately. Rent shall be considered received when it is actually received by LANDLORD or when it is actually deposited in LANDLORD’s bank account by TENANT. Postmark for mail shall not be considered as the date received. TENANT understands that they are responsible for assuring that the rent is delivered to

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LANDLORD and that TENANT is responsible for lost or stolen rent not received by Landlord. TENANT further agrees to pay a **\$50.00** service charge for each check returned NOT HONORED BY BANK. Failure to pay rent or any funds owed when due shall constitute a breach of this agreement and shall entitle the LANDLORD the right to proceed with eviction. The TENANT is aware that bad check writers can be prosecuted and can face criminal penalties.

PARTIAL PAYMENTS: Acceptance by the LANDLORD of a partial payment of rent or other charges shall not be considered a waiver of any rights of LANDLORD or affect any notice or legal proceedings unless LANDLORD and TENANT shall otherwise agree in writing. Any payment of less than the total accrued rental and other charges hereunder shall be deemed a partial payment thereof and shall not relieve TENANT of any obligation to pay the balance of the Rent and any applicable late fees or costs. Payments shall first be applied to utilities or fines and then to late fees and lastly to rent.

3. TAXES: The LANDLORD shall pay all real property taxes accruing on the above described property throughout the term of this lease

4. TENANT LIABILITY/RENTER'S INSURANCE: The TENANT shall procure and keep in force a renter's insurance policy that covers personal property owned by the TENANT and provides at least \$100,000 of liability insurance. In addition, the insurance shall name the Landlord as additionally insured. The TENANT is responsible for keeping this policy in force throughout the term of the lease.

5. UTILITIES: The TENANT shall pay for all utilities used on the leased premises throughout the term of this lease including electric, gas, and trash removal, water and sewer. The TENANT shall be responsible for applying for the utilities, putting the utilities in their name and paying deposits as required by the Utility Companies. If TENANT fails to change the utilities into TENANT's name, the LANDLORD will pay for any utilities used at the premises and will charge the TENANT for said utilities along with a \$55.00 handling fee for each utility per month for each utility not placed into the TENANT's name. If the TENANT does not reimburse the LANDLORD for the utilities and the handling charge, the TENANT shall be considered in default on the LEASE. Mail and any mail boxes shall be considered as a utility and TENANT is responsible to obtain and pay for any keys related to receiving mail at the premises.

6. CONDITION OF PREMISES AND SECURITY DEPOSIT: The TENANT hereby acknowledges that he/she has received the above described premises, and the personal property located therein as herein above described, if any, in good order and repair, and will, at the expiration of the term of this Lease, surrender and deliver up possession of said premises in a good order and repair and in the same condition as the date of occupancy, ordinary wear and tear excepted. The TENANT shall fill out a move-in check sheet noting any areas that are not clean or are damage. If the TENANT fails to fill out a move-in check sheet or to provide written notice to LANDLORD of unsatisfactory conditions, TENANT acknowledges that that he/she has received the above described premises in good order and repair. The TENANT further agrees to maintain the premises in a clean and sanitary condition, and in order to guarantee to the LANDLORD the surrender of said premises in good order and repair, the TENANT hereby deposits with the LANDLORD the sum of \$ _____, as a security deposit to be returned to the TENANT at the expiration of the term of this Lease if the possession of said premises is delivered to the LANDLORD in such condition as received at the start of the lease. The LANDLORD shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this Lease. TENANT understands that he/she is responsible for professionally shampooing of carpets to the satisfaction of LANDLORD on termination of Lease and vacating of premises. If the TENANT does not have the carpets professionally cleaned, the LANDLORD shall keep from the TENANT's deposit the amount for professional cleaning plus \$25.00 for oversight. If the TENANT does not leave the premises in the same manner of cleanliness as received, the LANDLORD shall charge actual costs for hiring cleaners plus \$25.00 per hour of LANDLORD's time plus materials costs and shall deduct costs from the TENANT's deposit. If the costs exceed the deposit, TENANT shall be responsible to pay the LANDLORD the additional costs.

7. MAINTENANCE OF PREMISES: The TENANT shall be responsible for maintaining said premises throughout the term of this Lease and the TENANT further agrees to keep the trees, lawn and shrubs on said premises properly watered, cut and trimmed. In addition, the TENANT shall be responsible to keep the premises clean of all ashes, trash and debris and weeds and

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shall not store trash or other items outside of the buildings. The house is located in a subdivision that has a Home Owners Association. TENANT shall be responsible to maintain the premises to the standards set forth by the Association and is required to follow all Association covenants and rules. If TENANT violates any covenants or rules, TENANT shall be responsible for any fines levied by the Association. All repairs, alterations or additions, to the interior of said premises made during the term of this Lease by the TENANT shall be made at the sole expense of the TENANT and all such repairs, alterations, or additions shall, at the expiration of the term of this Lease, be and become the Property of the LANDLORD and he shall be under no obligation to reimburse the TENANT for any sums of money so expended in making repairs, alterations, or additions to the interior of said premises; and provided further, that no repairs, alterations, or additions to said premises shall be made by the TENANT without having first received the written permission of the LANDLORD to the making of such repairs, alterations, or additions. All major repairs and maintenance of, the heating, air-conditioning, plumbing and wiring system on said premises shall be paid for by the LANDLORD, provided the necessity for such repairs and maintenance is not due to the negligence or carelessness of the TENANT, in which event such expenses shall be borne by the TENANT.

8. REPAIRS: TENANT shall immediately notify LANDLORD of any situation or occurrence that requires LANDLORD to take action as required by the ARLTA including any moisture from leaks, evidence of mold/mildew, or of any inoperable mechanical, plumbing or electrical system or component thereof. In the event TENANT notifies LANDLORD of any condition requiring LANDLORD to make repairs or perform maintenance, such notice shall constitute permission from the TENANT for LANDLORD to enter Premises for the purpose of performing such repairs. If arrangement for repairs have been made with TENANT and the TENANT is not available or refuses to allow access when services are to be performed, the TENANT will be responsible for service call charges and other costs as allowed by the ARLTA. TENANT also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. TENANT shall be responsible for plugged drains unless the plugged drain is the result of a mechanical issue or failure of the plumbing piping. LANDLORD agrees to maintain the Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes and make all repairs necessary to keep the Premises in a fit and habitable condition.

9. LANDLORD ENTERING PREMISES: The LANDLORD may enter upon the leased premises at all reasonable times during the term of this Lease for the purposes of inspecting said property; provided, however, that the LANDLORD shall give reasonable notice to the TENANT of his desire to inspect said premises under the terms of this paragraph and in accordance with the ARLTA. The LANDLORD shall have the right to show the premises to prospective tenants or purchasers at reasonable times during the last 30 days of the term of this Lease or at any reasonable time to purchasers, and to place a "For Rent" or "For Sale" sign in an appropriate location on said premises during said period.

10. ASSIGNMENT OF LEASE: This Lease may not be assigned without the written consent of the LANDLORD to such assignment and no portion of the leased premises may be sublet during the term of this Lease without the written consent of the LANDLORD to such subletting.

11. PREMISES DESTROYED OR UNINHABITABLE: Should the above described premises be destroyed or rendered uninhabitable through no act or fault of the TENANT, either by Fire, act of God, or otherwise, then this Lease may be terminated by the TENANT at his/her option.

12. NUMBER OF OCCUPANTS: It is expressly understood and agreed that TENANTS' occupancy of said premises shall consist of the **TENANT and** _____ and the TENANT may not increase the number of occupants of said premises, except for casual visitors, without the written consent of the LANDLORD.

13. PETS: The TENANT may not keep any pets on said premises without the written permission of the LANDLORD. TENANT is allowed the following pets: _____

14. DEFAULT: The TENANT promises and agrees that if default is made in the payment of rents or in the performance of

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any other conditions under this Lease, that this Lease may be terminated at the election of the LANDLORD and the TENANT will immediately surrender and deliver up possession of the leased premises to the LANDLORD upon receiving written notice from the LANDLORD stating the breach of conditions of this Lease and the election of the LANDLORD to so terminate the Lease.

15. ATTORNEY FEES AND COSTS: In the event that it becomes necessary for the LANDLORD to employ an attorney or other help to enforce any of the provisions hereof or to enforce the collection of any rents due under the terms of this Lease, the LANDLORD shall be entitled to recover attorney fees and other fees as awarded to the prevailing party in the event of court action as defined in the ARLTA.

16. LANDLORDS INSISTENCE: The failure of the LANDLORD to insist in any one or more instances, upon a strict compliance of any of the obligations, covenants and agreements herein contained or the failure of the LANDLORD in any one or more instances to exercise any option, privilege or right herein contained shall in no way be construed to constitute a waiver or relinquishment or release of such obligation, covenant or agreement, and no forbearance by the LANDLORD of any default hereunder shall in any manner be construed as constituting a waiver of such default by the LANDLORD.

17. NOTICES: Any notice called for by the terms of the lease shall be in writing and mailed to the respective parties at their addresses given herein or shall be emailed with an electronic verification of read receipt to the agreed upon email addresses.

18. TERMINATION FOR CHANGE OF DUTY: The TENANT shall have the privilege of termination of this Lease due to a permanent change of duty as a result of military or job transfer outside the local area, providing the TENANT notifies the LANDLORD of his/her intent to terminate this Lease in writing thirty (30) days prior to actually vacating the premises. Said notice is to be accompanied by a copy of the military orders or employer notice affecting said transfer.

19. SALE OF PROPERTY: In the event of sale of the property, the LANDLORD shall assign this lease to the new owners keeping the terms and conditions the same.

20. LOCKS: If TENANT changes the locks or adds locks, the LANDLORD shall be notified and a key to the new lock shall be given to the LANDLORD.

21. USE OF PROPERTY: TENANT understands that the premises shall in no way be used for anything which is illegal and that the TENANT shall in no way allow any illegal activities upon the premises or engage in any activity which is against the law. In the event the TENANT engages in or allows any illegal activity, then, this lease shall terminate and the LANDLORD shall have the right to evict the TENANT immediately. In such event, the TENANT agrees to vacate the premises immediately.

22. DEPOSITS: The deposit, or other like amounts received by LANDLORD from TENANT pursuant to this Lease, shall be held by LANDLORD without interest to TENANT and disbursed according to the terms of the Lease and according to law and the ARLTA. In the event OWNER, his successors and assigns, sells lease, or otherwise convey the property described above during the terms of this Lease or subsequent lease-hold periods, TENANT hereby gives consent to the OWNER, his successors, or assignees, without the necessity of obtaining further consents from the TENANT, to transfer such funds to subsequent OWNERS, their successors or assignees. TENANT likewise holds the previous OWNER, his broker or agent, harmless from any claim for such funds lawfully transferred to subsequent OWNERS, successors or assignees.

23. RENEWAL: Any renewal or extension of this Lease must be in writing and signed by all parties hereto, their successors or assignees. Should the TENANT continue in possession of the Leased Premises after the expiration of this Lease, without a written extension or renewal hereof, such possession shall be on a month-to-month basis only and then at a monthly rate herein specified and all terms of this Lease shall remain in effect.

24. POTENTIAL HAZARDS: The TENANT is hereby notified of potential hazards that may be present on the premises:

- a. The Premises were constructed after 1978 and the LANDLORD has no knowledge of Lead Based Paint on the Premises, however, TENANT is cautioned about Lead Based Paint Hazard. "Lead based paint may be present on the premises and may present a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women".
- b. Natural Hazards such as rocks, trees, embankments, fences, and other features of the premises may pose a hazard to occupants and visitors.

25. GENDER: Wherever used herein, the singular shall include the plural and the use of any gender shall be applicable to all genders.

26. TIME IS OF THE ESSENCE: Time is of the essence in the performance of the obligations described herein.

27. CONFLICTS WITH LAW: This agreement is intended to be consistent with the ARLTA. In the event of a conflict between this agreement and the ARLTA, the ARLTA shall prevail. If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Agreement shall remain in full force and effect. This agreement is governed by the laws of the State of Arizona.

28. ADDITIONAL TERMS:

1. TENANT shall pay the rent by depositing the rent in the LAN **EXAMPLE ONLY** the bank account is unavailable for any reason, or the TENANT i
reason, the TENANT shall notify LANDLORD and assure that the rent is sent to the LANDLORD at the address in
Section 2. of this Lease.

TENANT Acknowledgment: By signing below, TENANT acknowledges that: (i) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's Office; (ii) The Landlord shall furnish upon move-in, a move-in form for specifying any existing damages to the Premises and TENANT shall return the completed move-in form to Landlord within five (5) days of occupancy or TENANT shall accept the Premises in its existing condition; (iii) The TENANT is hereby notified that TENANT is entitled to be present at the move-out inspection; (iv) TENANT understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 6 pages of the Agreement and any addenda.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

TENANT

LANDLORD: _____, Manager,
Surprise Properties, LLC

TENANT

Address:

_____, AZ _____

Address:

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Email: craig@surprisepropertiesllc.com