

Townhouse Rental Agreement

(Busch Family Enterprise L.L.C)

Kathy Busch, as owner of; _____ Tucson Arizona 85713 will rent to _____ for the purpose of a personal residence, beginning on _____ and ending on _____.

Occupancy is limited to the named above

Application : **\$25.00 ea.**

MONTHLY RENTAL CHARGES

Rent \$ _____

Pet rent _____

Parking _____

TOTAL MONTHLY RENT \$ _____

OTHER CHARGES AND DEPOSITS

Security Deposit \$ _____

Pet Deposit _____

NON-REFUNDABLE

Preparation Charge \$ _____

Pet Cleaning /Sanitizing _____

TOTAL \$ _____

RENT PAYMENT: The rent shall be \$ _____ per month on or before the **1st day of each month**, which is payable for the exact amount.. Rent must be **mailed** by the 25th of every month to: 810 N. Via Roma, Tucson Az, 85745. Resident will pay as additional rent no later than the next rental payment date:

1. **\$ 35.00** if the rent is not received by the **2nd** (by 8:00p.m.) and \$5.00 per day for each additional day the rent is delinquent;
2. **\$ 35.00** for each non-sufficient fund check returned by the Resident's bank and thereafter all future rent and charges shall be paid only in the form of cashier's check or money order;
3. **\$ 55.00** minimum charge for cleaning drain stoppages caused by foreign objects.
4. The cost of repairs caused by damage due to act of neglect (**not reporting repair needs or water leakage**) by Resident or damage done by Resident's guests.

Resident's failure to pay any rent or other charge due may provide basis for termination of this Rental Agreement at the option of Management. Resident further agrees that Management has the exclusive right to determine how Resident's payments are applied towards the various monetary obligations of this Rental Agreement.

MOVE-OUT CHARGES: Resident may be present for move-out inspection upon request to management. Resident agrees if cleaning is needed that move-out charges will be determined as follows:

Clean range and oven exterior and burner trash =\$ <u>20</u>	Clean sink (kitchen or bath) = \$ <u>20</u>	Clean cabinets and drawers \$ <u>20</u> /opening	Ea. bedroom = \$ <u>20</u>	Remove area= \$ <u>20</u>
Patch/repaint holes=\$ <u>20</u>	Empty cabinets /drawers	Empty refrig.= \$ <u>20</u>		
Clean oven interior\$ <u>20</u>	Clean tub/shower=\$ <u>20</u>	\$ <u>20</u> opening	Clean refrig. = \$ <u>20</u>	
	Clean broil pan=\$ <u>20</u>	Clean floors\$ <u>50</u>	Clean toilet\$ <u>20</u>	
Defrost refrig. =\$ <u>20</u>	Lost keys =\$ <u>12</u> /key	Missing Pool key \$ <u>50</u>		

Additional charges will be made for damages beyond normal wear, missing items and /or excessive cleaning.

AGREEMENT AND ACCEPTANCE: Resident agrees (1) to live within the spirit and letter of this entire agreement including the Rental Application; (2) that each obligation of this Agreement is material and a violation of any obligation entitles Management to terminate this agreement and /or exercise any other legal rights it may possess; (3) that the Resident designated below as "Agent" shall deliver the total rent due each month to Management, and (4) upon written notice from Management, this Agreement will convert to a month to month tenancy if false and/or misleading information is contained in the Rental Application

Tenants Date

The Castle Property Management **Kathy Busch** 903-2402

ACCESS: Except in case of emergency or if it is impracticable to give notice, Management will not enter Resident's apartment without prior notice Resident further agrees that their notification to Management of a service or maintenance request grants Management authority to enter the apartment at all reasonable times for the purpose of that request. Management must have advanced written permission from Resident to open Resident's apartment for others (i.e. delivery, friends, etc.). Resident is aware that under these circumstances Management is not responsible for lost or stolen articles, damage or doors left unlocked. Tenants hereby grant permission to Landlord to show the premises to prospective tenants or workmen, given a 48 hours verbal or written notice by the landlord.

Move-in will be no earlier than noon and move-out is no later than 3:00 p.m

BREAKING THE LEASE: Tenant will pay a \$250 breaking the lease fee and is responsible to locate a suitable tenant before legally being released from the existing contract. New applicants will be approved based on existing criteria of management. The fee will be submitted when intentions to break the lease is requested in writing and breaking the lease contract will be approved based on no gaps in rental income.

FAIR HOUSING ACCOMODATIONS: This Community is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/ allowed as reasonably necessary to the policies and regulation of the community in order to enable Residents with disabilities to utilize the rental premises. The Community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The resident may be required to restore the premises to their prior condition if failure to make restoration would interfere with the owners or next tenant's use and enjoyment of the premises.

RESIDENT'S POLICIES: (A) Resident shall not decorate or alter the apartment, patio, change door locks, add a new lock, have waterbed, sublet or park a motorized vehicle in the apartment, without written permission from Management. (B) Resident further agrees to comply with state statutes and city ordinances, which are applicable to the premises. (C) Resident shall show due consideration for his neighbors and not interfere with other resident's quiet enjoyment, and Management shall be the sole judge of acceptable conduct. (D) Resident has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise. Resident agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (E) Resident is responsible for the conduct of all occupants, guests, or visitors.

ABANDONMENT: Abandonment means either: (1) The Resident's absence from the premises for at least seven consecutive days, rent being at least ten days past due; and the lack of any reasonable evidence that Resident is occupying the premises; or (2) Resident's absence from the premises for at least five days, rent being at least five days past due, and the absence of the Resident's personal property from the dwelling unit. Such abandonment shall not constitute a "surrender" without the consent of Management and in the event of abandonment, Management shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Resident and determined by Management to be of less value than the cost of moving, storing and conducting a sale of such personal property, Management may otherwise dispose of any or all of the abandoned property as allowed by law.

OPTION TO RENEW/RENT INCREASE: At expiration of this lease, this lease will automatically renew on a month-to-month basis under the same terms and conditions unless Resident gives Management a 30 day prior written notice of Resident's intent to vacate by delivering to Management a vacate notice, or unless Management, at its sole option, chooses not to renew this lease, and in such cases, Resident agrees to vacate on the expiration date of lease. The rent may increase upon the expiration date if a 30-day prior written notice of such an increase is provided to Resident. A specific length lease of greater than one month but no longer than one year may be required for continued occupancy.

INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident or any other person, or to any property, occurring on the premises, or any part thereof, or in the common areas thereof, unless such damage or injury is the result of negligence or unlawful acts of Management, its agents or employees. Management is only liable for those claims for damages and injuries for which it is legally responsible. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the apartment. Resident understands that Management's insurance does not cover Resident's belongings from losses not caused by Management's negligence and Management encourages Resident to obtain an all-risk policy in addition to marking all valuables for "Operation Identification".

WAIVER: Failure of Management to insist upon strict compliance with the terms of this Rental Agreement shall not constitute a waiver of Management's right to act on any violation.

ATTORNEY'S FEES: In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.

SEVERABILITY: If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

REMEDIES CUMULATIVE: All remedies under this Rental Agreement or by law or equity shall be cumulative.

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 the public police force for security protection and Resident agrees and acknowledges that protection against criminal action is not within the power of Management and, even if from time to time Management provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify that above agreement. Management shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Residents relatives or Resident's guests.

PROPERTY DAMAGE: Resident agrees that if apartment is not returned in the same condition as Resident received it, less fair wear and tear as determined by Management, Resident will be charged Management's cost to repair. Personal property remaining after move out will be disposed of without accountability.

OTHER: Resident agrees to pay any unpaid preparation fee, late charges, NSF check charges, lost key charges, or other unpaid charges at time of move out. **OWNER AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R. S. SECTION 33-132** Arizona Residential Landlord Tenant Act can be obtained by the Secretary of State.

GENERAL PROVISIONS: This lease is the entire agreement between the parties and Management, others have no authority to waive, amend or terminate this lease or any part of it and no authority to make promises, representation or agreements which impose duties of security or other obligations on the Owner unless done in writing. Initial/ date