

RESIDENTIAL RENTAL AGREEMENT

Property Owner:

Tenants:

Property address:

Personal property:

Term of tenancy shall commence on _____ and end on _____, continuing on a month to month basis thereafter under the same terms and conditions until either party gives a thirty (30) day written notice to change or terminate this agreement on or after the expiration date stated herein. Tenant agrees to pay SW, on behalf of Owner, the following:

Monthly rent in the amount of \$ _____ tax included. _____ Refundable security/cleaning deposit \$ _____
Other: Landscaping deposit _____ Non-refundable redecorating fee \$ _____

Residential rental property owner named above: hereinafter referred to as "Owner" has employed SW Realty and Property Management, LLC, located at _____ hereinafter referred to as "SW" authorized by Owner to rent, manage, and act for and on behalf of Owner for the property in this agreement, agrees to rent to above named Tenant(s) hereinafter referred to as "Tenant" and Tenant agrees to rent from Owner the real property located in Arizona described above along with the personal property described above. First month's rent, tax, security/cleaning deposit, redecorating fees and any other deposits must be paid in certified funds prior to occupancy. Acceptable certified funds are cashier's checks and/or money orders.

All parties agree to abide by the "Arizona Landlord and Tenant Act". Tenant may obtain a copy from the Arizona Secretary of State's office. These terms apply to this agreement:

1. PAYMENTS: Tenant agrees to pay SW, by check payable to SW Realty and Property Management, LLC, at the above address or at such address as SW shall designate. SW reserves the following rights: (A) To apply payments to amounts owed by Tenant, as SW deems appropriate. (B) To refuse partial payments. (C) To refuse to accept personal checks at any time and demand certified funds as payment. Rent payments for partial months will be prorated based on a thirty (30) day month, regardless of the actual number of days in the subject month. Prior to move-in, Tenant will pay for a full month's rent and the pro-rated month's payment will be due on the first calendar day of the next month, unless specified differently at the option of SW. Tenant assumes all risk in sending payments via U.S. Mail or other common carrier. For security reasons, SW does not accept cash as payment.

2. DUE DATE: All rent payments, including applicable taxes, are due and payable monthly in advance on the first calendar day of every month without deductions and/or offsets, time is of the essence. Rent payments must be received in SW's office by 5:00pm on the first regardless if the first falls on a holiday or weekend, in which case, SW will be at office at 5:00pm to verify rents received. Payments received after 5:00pm will be recorded as received the next calendar day. It is acceptable, and recommended by SW, to pay rent prior to the first calendar day. Payments may be dropped through mail slot at office. Late rent payments must be paid in certified funds and include all penalties.

3. LATE CHARGES: Rent payments received in SW's office after 5:00pm on the first calendar day for the month in which the rent is due are delinquent, there will be no exceptions for any reason. Tenant will be charged a ten-dollar (\$10.00) per day late charge. Checks returned by Tenant's bank for any reason will be charged a twenty-five dollar (\$25.00) return check charge, in addition to the late charges. Tenant is responsible for errors on the part of their bank and will be charged the penalty fees stated herein regardless of the reason the bank returned their check. Checks returned will not be run through the bank a second time and must be replaced with certified funds and include all penalties.

4. TAX: Tenant agrees to pay all applicable taxes on, including but not limited to; late charges, return check charges, and reimbursements. This is subject to change by law.

5. SECURITY/CLEANING DEPOSIT: Tenant agrees to pay a refundable security/cleaning deposit in the amount stated above, upon execution of this agreement. SW has the right to deduct from the deposit the cost of any damages which the Owner may have suffered by reason of Tenant's non-compliance with the terms and conditions of this agreement. Tenant agrees that SW may place said deposit into an interest bearing account and any interest earned will belong to SW. Tenant further agrees that liability for damages is not limited to the amount of said deposit. Tenant acknowledges that the Owner is the sole responsible party for any deposit refund. Tenant agrees to hold SW harmless for any failure by Owner to comply with any deposit refunds Tenant may be entitled to.

6. REDECORATING FEE: Tenant agrees to pay a non-refundable redecorating fee in the amount stated above, upon execution of this agreement. Tenant acknowledges this is not a cleaning fee and agrees to leave the property clean and undamaged. If the property is not left clean, expenses to clean property will be withheld from the security/cleaning deposit.

7. UTILITIES: Tenant agrees to arrange and pay for all utilities. Tenant agrees to have utilities turned on, at Tenant's expense, two business days prior to move-in so SW can ready the property for move-in. Tenant further agrees to keep all utilities turned on during the entire term of this contract.

8. OCCUPANCY: Tenant agrees there will be no more than one adult and one child regularly occupying the property. Tenant assumes full responsibility for any and all guests.

9. PET POLICY: Tenant agrees not to keep or permit any pets on the property without prior written consent from SW Realty and Property Management, LLC or the Landlord. This includes visitors with pets and/or pet sitting. If such consent is granted, SW Realty and Property Management, LLC or the Landlord reserves the right to revoke consent at any time upon written notice to the Tenant. If SW Realty and Property Management, LLC or the Landlord takes such action; the Rental Agreement will remain in effect. Tenant agrees to notify SW Realty and Property Management, LLC of the deletion of any pet and agrees that written consent from SW Realty and Property Management, LLC or the Landlord must be obtained prior to replacement of a pet or additions to the number of pets allowed at the property. Tenant agrees to abide by all HOA, City, County, and State laws and/or regulations/restrictions and further agrees not to keep any animal that causes, creates or contributes to or becomes a health nuisance due to noise, the presence of flies, mosquitoes, insects, vermin, rodent harborage, odors, dust, ponded water, accumulation of manure/feces, garbage, refuse or other obnoxious or putrescible material, or for any other like reason. Should SW Realty and Property Management, LLC, the Landlord, or any agent or associate thereof observe an unauthorized pet on the property; Tenant agrees to pay a fine of \$300.00 per animal. Tenant further agrees that this fine is due and payable within ten (10) business days following the date that the fine assessment letter was date stamped as mailed by SW Realty and Property Management, LLC or the Landlord. In addition to the fine, Tenant will be required to remove the animal from the property immediately. Future violations will lead to additional fine assessments. Tenant has been given permission for the following described pet(s):

Tenant agrees to pay, prior to occupying the property, a non-refundable pet fee of \$200.00 per animal in the form of cashier's check or money order. Tenant assumes full responsibility for any and all damages, which pet(s) may cause to the property and agrees that the liability is not limited to deposits. SW Realty and Property Management, LLC and/or the Landlord have no obligation whatsoever to provide any facilities for pet(s). This includes fence maintenance.

10. POSSESSION: If the property is occupied at the time this agreement is executed, Tenant agrees to hold SW and/or Owner harmless for any damages and/or loss in the event the current occupant fails to vacate the property prior to the commencement date stated herein.

11. ACCESS: During the "thirty (30) day notice to vacate" period, Tenant agrees to allow SW and/or Owner or Owner's agent, reasonable access to the property for the purpose of marketing the property to future occupants, tenants, or buyers. Failure to allow reasonable access will so act to void the notice to vacate, at the option of SW.

12. TERMINATION POLICY: In the event Tenant desires to terminate the Rental Agreement prior to the expiration date stated herein, Tenant shall be responsible for all expenses incurred by Owner related to replacing Tenant with another acceptable Tenant. Upon such replacement with an acceptable Tenant, current Tenant's contract will be terminated on the commencement date of the replacement Tenant's contract. Tenant cannot sublet, assign, or transfer this agreement, the property or any part thereof. Any change of Tenant must be administered by SW for which there will be a fee. The leasing fee will be based on the fee in effect at the time of termination per the Management and Leasing Agreement with the Owner. Tenant will be responsible for any other expenses, including but not limited to: repairs of damage, restoration to rent able condition, cleaning, landscape maintenance and any other expense whatsoever. Tenant will be responsible for all rent payments until the replacement Tenant's contract takes effect. In the event Tenant notifies SW of their desire to terminate the Rental Agreement and SW puts forth efforts to market the property, i.e. putting up a sign, advertising, showing the property and any other marketing effort and Tenant subsequently rescinds notice of desire to terminate, SW may charge Tenant with all expenses incurred to market the property.

13. DEPOSIT REFUND: Following the expiration of this agreement, vacating of the property, cleaning of the property, returning all keys to SW's office, payment of all rent, late charges, return check charges, if any due, and compliance with all other terms and conditions of this agreement, the refundable deposit will be refunded within the time prescribed by law. Tenant agrees to pay reasonable expense for carpet cleaning and authorizes SW to withhold this expense from deposit along with any other reasonable expense caused by Tenant's failure to comply with all terms and conditions of this agreement. As soon as reasonably possible after the termination of this agreement, a "Move Out Inspection" report will be done by SW. Tenant has the option to be present at this inspection and must inform SW, in writing, if Tenant wishes to be notified of the time and date of said inspection. Move Out Inspections will be scheduled during SW's normal business hours.

14. PROPERTY CONDITION: Tenant has examined the property and is satisfied with the physical condition and accepts the property "as is". Tenant agrees to surrender the property to SW in the same condition as it was provided to Tenant, reasonable wear and tear excepted. Tenant and SW agree to execute a "Property Condition Report" which will describe the property condition at time of possession by Tenant. Tenant agrees and authorizes any one person named as Tenant in this contract to sign the Property Condition Report on behalf of all Tenants named in this contract, by which all Tenants will be bound. Upon vacating the property by Tenant, Tenant specifically and irrevocably waives all title Tenant has or may have in personal property left remaining in or about the property and SW is authorized to dispose of said personal property and Tenant shall be responsible for expense to Owner of said disposal. Tenant shall not alter the property in any way without prior written consent from SW or Owner.

15. USE OF PROPERTY: Tenant acknowledges this property is for residential use only by the occupants described herein. Tenant agrees to abide by any and all Federal, State, County, and City laws applicable to use of the property. Tenant agrees there will be no business related use of the property of any kind. Tenant agrees there will be no overhaul, repair, assembly, or disassembly of any item brought to the property. Tenant agrees there will be no visible storage of anything at the property. Tenant agrees only to park, or allow parking, in the garage/carport, driveway or at curbs, as allowed. Tenant agrees that all vehicles will be maintained in a condition so as not to leak oil, grease, or any other fluids which may cause damage or staining to the parking surface. No parking will be allowed on non-paved surfaces anywhere on the property. Any exceptions to the use of the property must be in writing and signed by all parties.

16. OFFICE HOURS: All administrative business will be conducted during SW's normal office hours which are currently Monday through Friday from 9:00am to 5:00pm, closed most major holidays. SW may change office hours without notice. After hours, an answering machine will take messages and/or give a telephone number for repair emergencies. SW does not commit to any repair work during evenings, weekends, or holidays. Repairs will be handled as soon as reasonably possible. The emergency repair number is to be used only in the case of a true emergency. SW is not obligated to provide emergency telephone coverage after normal business hours.

17. MAINTENANCE AND REPAIRS: Owner will be responsible to maintain and repair the property in compliance with laws in effect, except as stated in paragraph 24 and 25, which states Tenant's responsibilities for maintenance and repairs. If the property is covered by a home warranty policy, Tenant agrees to make every reasonable effort to work with the home warranty company for covered repairs. Tenant understands and accepts the fact that SW will administer maintenance and repairs, however, SW is limited to authorization and funding from Owner. Owner specifically reserves the option not to repair or replace the following: Refrigerators, freezers, washing machines, clothes dryers, load controllers, alarm systems, sprinkler systems, fountains, outdoor lighting that is not part of original construction, evap coolers on properties equipped with central air conditioning, basketball backboards, landscape tools and equipment. Furthermore, Owner makes no representation that such items, if any, are in working order.

18. FENCING: If Tenant has been given permission to keep a pet(s) at the property, Tenant will be responsible to maintain the fence so as to contain the pet(s) in the yard. Owner has no obligation to provide fencing except where required by law for a private swimming pool, spa, hot tub, or any other body of water.

19. LANDSCAPING: For properties that are single family residences with landscaping that needs maintenance, the tenant is responsible for maintaining this. If for any reason the landscaping should become overgrown or unsightly, we reserve the right to have a 3rd party perform landscaping services and to bill said services to the tenant at the rate charged to SW.

20. JOINT RESPONSIBILITY: In the event there is more than one Tenant designated herein, the liability of such parties shall be joint and several and, if such parties are husband and wife, community and separate. Any one Tenant may be held as sole responsible party for the entire commitment in this contract.

21. ATTORNEY'S FEES: In the event SW institutes any legal action or proceeding against Tenant relating to Tenant's failure to comply with the terms and conditions herein or that of state law and Tenant is unsuccessful in defending such action or proceeding, then Tenant shall be responsible for all legal expense to the Owner including but not limited to court cost, filing fees, and any reasonable attorney fees which shall be deemed to have accrued on the commencement of such action or proceeding and shall be enforceable whether or not such action is prosecuted to judgment.

22. COLLECTION AGENCY: If it becomes necessary, at the option of SW, to refer Tenant to a collection agency to collect money due, Tenant agrees to pay all collection costs and acknowledges that collection cost will be added to the balance due.

23. **BANKRUPTCY:** In the event Tenant declares bankruptcy, Tenant covenants and agrees Tenant will not claim the Rental Agreement as an asset of the bankruptcy. Filing of the bankruptcy will constitute a default and so act to terminate this Rental Agreement, at the option of SW.

24. **OWNER’S ASSOCIATION:** If the property is located in an area governed by a Owner’s Association, Tenant agrees to abide by all rules and regulations of the Owner’s Association and Tenant will be responsible to pay any fines assessed to Owner because of Tenant’s failure to comply with said rules and regulations.

25. **POOL SERVICE:** If the property has a private swimming pool, SW will provide a pool chemical service only. Tenant will be responsible for cleaning of the pool, traps, skimmers, and filter system. Damage caused by Tenant’s failure to clean and/or properly operate pool and/or equipment, will be the responsibility of the Tenant and Tenant agrees to reimburse Owner for repair expense. If the property has a private spa or hot tub, Tenant is responsible for all chemicals, cleaning, and proper operation. Tenant’s failure to clean and/or properly operate a spa or hot tub and/or equipment will be the responsibility of the Tenant and Tenant agrees to reimburse Owner for repair expense. Pool, spa or hot tub maintenance tools are to be stored out of direct sunlight. Tenant is aware that direct sunlight will destroy the plastic on pool maintenance tools and Tenant will be responsible for replacement cost of pool maintenance tools if SW deems these tools to be damaged by direct sunlight.

26. **PRIVATE SWIMMING POOL:** If the property has a private swimming pool, Tenant agrees to read and sign the “Important Notice About Pool Safety” addendum, which will become a part of this agreement. Tenant further agrees to obtain adequate liability insurance and keep such policy in effect at all times during time of tenancy. Tenant agrees to keep safety latches for gates, and/or doors in proper working order at all times and to notify SW in writing of any repairs and/or maintenance to same.

27. **DUTIES OF TENANT:** Tenant agrees to be responsible for the following maintenance at Tenant’s expense: (A) Change return air filters for all heating/cooling systems at least once a month. (B) Maintain proper pest control service to the property to prevent insect infestation, except in apartment complexes where SW provides the pest control service and it is included with rent. (C) All maintenance and repair expense caused by Tenant’s failure to properly use and care for the property in general. (D) All sewer and/or drain stoppage, which occurs after Tenant has occupied the property for thirty (30) days, except in a case where the sewer system has a mechanical failure beyond the control of Tenant. (E) All repairs to existing telephone wiring, outlets, jacks and hardware. Owner makes no representation that such is in working order. (F) All repairs to existing cable TV wiring, outlets, jacks and hardware. Owner makes no representation that such is in working order. (G) Maintain the property in clean and undamaged condition and dispose of all garbage in a clean and safe manner. (H) Proper watering and maintenance for all landscape except in cases of common areas maintained by SW or an Owner’s Association. (I) to have a professional cleaning company clean the carpet upon move out, otherwise property manager will hire one and charge to the security deposit. This landscape maintenance is defined as follows: sufficient watering to maintain all trees, bushes, lawns, and other plants in a healthy condition. All trees, bushes, lawns and other plants are to be kept trimmed and fertilized to maintain the landscape in an attractive and healthy condition. This includes tall trees. All rock areas are to be kept free of grass, weeds, and debris. If Tenant is not able to maintain the landscape, it is the responsibility of Tenant to hire a qualified landscape service company. Failure to properly maintain the landscape will result in SW having the work done and Tenant will be responsible for the expense to the Owner. Tenant further agrees to be responsible for any and all fines assessed by the City, or any other government agency, related to failure to maintain the landscape and/or keep the property clean and trash free. Tenant is responsible for whom they hire to perform Tenant’s duties and Tenant agrees to only hire companies that carry adequate business liability insurance.

28. **HOLD HARMLESS:** Tenant agrees to hold SW harmless and not liable for any damages, losses, or personal injury caused by any reason whatsoever unless due to gross negligence of SW. SW strongly recommends Tenant secure insurance to protect against any occurrence, liability, loss, or personal property damage. Furthermore; Tenant agrees to hold SW harmless for any actions of Owner and/or Owner’s other agents concerning the property.

29. **LANDLORD/OWNER DISCLOSURE:** Tenant acknowledges that SW Realty and Property Management, LLC is the managing agent for the Owner and is not the Landlord/Owner. Tenant further agrees that any legal action which the Tenant files against the Owner will be filed naming only the Owner as defendant, as described on the first line of this contract. Address and telephone number can be “care of” (c/o) SW Realty and Property Management, LLC, unless otherwise notified of the Owner’s address and telephone number. All written communications addressed to the Owner “care of” SW will be forwarded on to the Owner with their financial statements.

30. **LEAD BASED PAINT DISCLOSURE:** Tenant acknowledges they have been made aware of the fact that residential real property on which a residential dwelling was built prior to 1978 may present exposure to lead from lead based paint, which may place young children at risk of developing lead poisoning. Lead poisoning in young children may cause permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead based paint or lead based paint hazards is recommended prior to occupancy. If Tenant wants to have a risk assessment or inspection done, it is to be done at Tenant’s expense. Furthermore: Tenant must notify SW in writing of their desire to have said risk assessment or inspections performed and SW will allow Tenant ten (10) days to perform such.

31. **MISCELLANEOUS MATTERS:** Tenant and SW agree to the following: (A) Tenant has read, understands, and accepts this agreement consisting of two (3) pages. (B) Tenant acknowledges that all blank spaces have been completed and Tenant has received a fully executed copy of this agreement. (C) This is a binding contract, a Real Estate Broker is qualified to advise on Real Estate, if Tenant desires legal advise, consult an Attorney. (D) SW is compensated by Owner and holds a fiduciary responsibility only to Owner’s best interest. (E) The Owner is in fact the Landlord and SW is limited to authorization and funding from Owner. (F) This Rental Agreement contains the entire agreement between the parties, no other terms shall apply unless so stated in writing and signed by all parties.

32. **SMOKING POLICY:** Tenant understands that this property has a no smoking rule and violation of this is grounds for lease termination and possible withholding of the security deposit to remove possible odors caused by smoking.

Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
SW Realty and Property Management, LLC	Date	Date	Owner/Landlord
Date			