

New Move In

Rental Agreement

1 This document is a bilateral, binding agreement with mutual consideration given and accepted by each party. This Residential Lease
2 Agreement (Agreement) is made this day of 2017 by REB, Ltd., as owner, or agent for owner, hereinafter referred
3 to as "Management," and:

4 Social Security Number: Resident (X) or Occupant ( ) (check one).
5 Social Security Number: Resident ( ) or Occupant ( ) (check one).
6 Social Security Number: Resident ( ) or Occupant ( ) (check one).
7 Social Security Number: Resident ( ) or Occupant ( ) (check one).

8 Agrees to rent apartment number , at Villa Fiesta , located at 1515 S. Extension Road, Mesa AZ, 85210.
9 including property listed on the Apartment inventory, for a term of
10 Beginning and ending and pay the following as provided:

11 Monthly Rent: (Daily Rent: \$ - ) Monthly City Tax : \$0.00 Total Monthly Payment : \$0.00

12 Concession: It is understood and agreed by all parties that the Management has provided Resident a monthly concession of
13 dollars ( \$ 0.00 ), and a Move-In Special of n/a
14 as an inducement to enter into the Lease Agreement. Resident hereby agrees, in the event of a default, to immediately
15 repay any and all concessions credited to Resident. A default by Resident, pursuant to the terms of this lease, shall constitute a default
16 under the Lease Agreement, and Management shall have all rights and remedies provided or provided at law or in equity.

17 If no new lease is signed, upon expiration of this lease, you will automatically go on a month to month rate: 1 x 1 \$915.75 2 x 2 \$1221 including tax
18 \*Notice to vacate is due on or before: . If notice is not received by the first, additional month's rent due.

19 I have read lines 12 -18 (Resident Initials) , , , .

20 A Security Deposit of waived Dollars ( \$0.00 ), and a Non-Refundable Redecoration Fee of
21 one hundred fifty Dollars ( \$150.00 ), have been paid by Resident. Security deposit will be subject to deductions of any rent
22 due, and any damages to the premises. It is agreed that the Security Deposit and Redecorating Fee will be deposited in the Owners Checking
23 Account maintained by Management. The Resident agrees that this rental agreement may be immediately modified or amended to conform with
24 new ordinances, rules or other legal provisions enacted by any State, County, City or other governmental body.

25 Payment of Rent: The first full month's rent will be paid at the time of signing this Agreement. Subsequent months' rent will be paid no later
26 than 6:00 p.m. the first day of each month at the Management office or location named by Management. Rent shall be made payable to the
27 apartment community. Rent not paid on the first day of the month is late. A late charge of ten dollars (\$10.00/Day) shall be added to all rent
28 installments not received by Management by 6:00 p.m. on the first day of each month, which shall be charged and collectible as additional rent.
29 If Resident attempts to tender rent after the third of the month, payment must be made by certified funds or money order for all monies owing,
30 including any late fees and/or legal notification fees. If Resident tenders a personal check that is learned to be NSF, it is agreed that Resident must
31 pay all rent due by certified funds or money order for the remainder of the lease term or any renewals thereof, as Management is no longer required
32 to accept a personal check from Resident. Additionally, if the bank returns any check for any reason, Resident shall pay a charge of thirty five
33 dollars (\$35.00) service charge, in addition to the daily late fee, until the rent has been paid in full. If in Management's opinion it becomes
34 necessary for the Management to serve/deliver Resident with any notice for any breach of this Agreement, the Residential Landlord and Tenant
35 Act, Community Policies, including any notice required by law, Resident shall be charged and must pay twenty five dollars (\$25.00) for service of
36 each such notice. All of the described additional charges shall be charged and collectible as additional rent whether or not any legal action is pursued.

37 Note: If any balance, deposit, or other, is due herein at the inception of this Agreement, such balance does not constitute acceptance of a partial
38 payment with knowledge of a default, nor acceptance of performance that varies from the terms of this agreement, and does not constitute a
39 waiver of Management's rights to collect the same. Resident shall not be entitled to use any portion of a deposit for rent. If Resident's rent
40 remains delinquent after notice, this Agreement will be terminated as provided by law. Residents monthly rent may be increased at the option
41 of the Management to reflect any increase in utility rates, if the cost of utilities is included in the rental payment; or property taxes. All utilities
42 are recognized as additional rent.

43 Late or Partial Payments: The acceptance by Management of any late or partial payment shall not waive any rights or remedies of Management
44 and shall not relieve Resident from any obligation to pay the balance of the rent and any applicable late fees, costs, damages or attorneys fee.
45 Management is not required to accept a partial payment of rent or late charges.

\* Resident, have you inspected the unit prior to signing rental agreement? YES / NO

46 By signing this Agreement, Resident acknowledges that Resident has carefully inspected the premises and have found them in a clean,
47 habitable and undamaged condition and agrees to and deliver the same in as clean, safe condition as delivered to Resident. Resident further agrees
48 to pay for all repairs, replacements and maintenance to the premises caused by intentional acts or negligence or that of any member of Residents'
49 family, guests or other persons in or on the premises. Such charges shall be regarded as additional rent and payable immediately upon demand.
50 Resident agrees not to place foil in windows, hang clothes or towels on handrails, patios, balconies, or make any alterations or install any
51 additions, fences, shades, or outside antennas. Resident further agrees to keep patios, balconies, and outside areas clean and clutter free. Resident
52 agrees that only those vehicles approved on Residents' Rental Application may park on the property in authorized spaces. Residents authorized
53 parking space number is . Resident agrees that vehicles considered by Management to be inoperable, abandoned, unmaintained,
54 unlicensed, or otherwise unauthorized will be towed away at vehicle owner's expense. If the vehicle is towed, Resident or Resident's agents,
55 guests, invitees and/or family members agree to hold the Owner, Management, and their agents harmless and indemnify the Management from
56 any alleged damages or costs resulting from towing the vehicle. Resident is responsible for the cost of towing and any damage resulting there from.
57 Unauthorized shall include, but not be limited to, vehicles not displaying a current registration, vehicles restricting the normal flow of traffic,
58 a vehicle parked in violation of any city, county or state law or ordinance or fire code, a vehicle parked adjacent to a red or yellow curb or any
59 space designated as handicap parking (provided Resident does not have a handicap permit) or any space designated visitor, or any space which
60 has been in any way designated for the use of another. Motorcycles are considered by the Management as any other vehicle and must be kept off
61 sidewalks, patios, landscaped areas, and out of apartments. Repairs to vehicles on the property are strictly prohibited. Any damages caused
62 by vehicles shall be immediately payable as rent. Recreational vehicles and trailers of any kind must be listed on the rental application and must
63 be stored in designated parking areas only. An additional monthly rental fee of thirty dollars (\$30.00) will be charged for each vehicle or trailer
64 stored on the property. Resident's assigned RV/Trailer space is n/a.

65 Pets: , , , (Residents Initials) I do not have a pet (circle one)
66 If pet odor or damage is found, Resident will be held responsible. I do have a pet: See Add.for fees and policies

67 Utilities: Resident agrees to arrange for and pay, when due, all utilities, with the exception of water, sewer, and trash, which shall be included in
68 the rent payment. Resident must have the electricity turned on and in Resident's name prior to moving in. Utilities for which Resident is
69 responsible must be functional and turned on at all times during this lease. Otherwise, Resident agrees that disconnection to the utilities shall
70 constitute a material and irreparable breach. Furthermore, if Resident fails to pay all utility charges assessed by the utility companies in connection
71 with the use of utility services for which Resident has herein agreed to pay, and Management is assessed by the utility company for such utility
72 services, then Management may pay such utility assessments to such utility company and subtract a like amount from Resident's Security
73 Deposit. During any period of time, utilities shall be used by Resident only for ordinary household purposes and shall not be wasted.
74 Management shall in no event be liable for any interruption or failure of utility services required to be furnished by Management to the premises
75 or any damages directly or proximately caused thereby. The only obligation of the Management shall be reasonable diligence in its efforts to
76 restore such services. Upon commencement of the term of this Lease, Management shall furnish light bulbs and tubes of prescribed wattage for
77 light fixtures located in the premises; thereafter Resident shall replace light bulbs and tubes, at Resident's sole expense. Management will furnish
78 smoke detectors, as required by state statute. If applicable, Resident shall replace smoke detector batteries at the Resident's own expense as
79 needed. In the event a smoke detector should need repair, Resident's repair requests for the same must be in writing. Resident is responsible for
80 Resident's own window locks and latches. Management may modify the method by which utilities are furnished to the premises and/or billed to
81 Resident during the term of this Lease, including, but not limited to subletting of the premises for certain services, or billing Resident for utilities
82 previously included within the rent. In the event Management chooses to so modify utility service to the premises, Management shall give
83 Resident not less than thirty (30) calendar days prior written notice of such modification. For the purposes of the agreement, telecommunications
84 services shall be deemed a utility service. By: MM

85 **Rent Escalation:** Anything to the contrary herein notwithstanding, Management may to the extent permitted by applicable law, increase the base  
86 rental due hereunder upon thirty (30) days prior to notice to Resident in the event of increase in utilities, taxes, insurance premiums, maintenance  
87 costs, or other operating expenses.

88 **Resident's Rights and Responsibilities:** Consent is hereby given for Management to enter the apartment for necessary repairs, or emergencies.  
89 Consent is also hereby given by the Resident in advance for Management's agent to enter the apartment to perform any maintenance requested by  
90 the Resident. Occupancy of your apartment is limited to those named above. If others remain in your apartment for more than five (5) days  
91 without Management's written permission, such will constitute material non-compliance with this Agreement and may result in termination of your  
92 Rental Agreement. Resident's apartment can only be used as a private residence. Business activities are strictly prohibited on the property. No  
93 waterbeds are allowed unless Resident provides proof of insurance with Management's written permission. Resident(s) are solely responsible for  
94 the safety and conduct of Resident's children and guests and agree that their misconduct shall be grounds for termination of your Rental Agreement.  
95 No more than two (2) guests are allowed to use recreational facilities without prior written approval of Management, and Resident must accompany  
96 guests using such facilities. If minor children reside with or visit Resident, it is herein agreed that Resident is solely responsible for the supervision  
97 of the children, including, but not limited to the swimming pool area, and further acknowledge that the use of the pool is at Resident's and guest's  
98 own risk. Residents or guests riding bicycles, skateboards and roller blades/skates on the sidewalks and walkways is prohibited.

99 **Package Acceptance:** Resident authorizes the community to accept packages on behalf of Resident and any authorized occupants. Resident  
100 understands that Management may, but has no obligation to, accept such packages. Management will not accept packages, which are sent C.O.D.  
101 or have postage due. Management is not responsible for lost, misplaced, stolen or damaged packages received on behalf of Resident or any of the  
102 occupants identified on the Lease. Once Management has accepted a package on behalf of Resident or occupant(s), Resident must pick-up such  
103 package by the end of the next business day. If the package is not picked up by the end of one week of receipt of the same, the package will either  
104 be returned to the shipping company, to the sender, or discarded, at Management's option. In consideration of the foregoing, Resident, on  
105 Resident's own behalf, and to the extent permitted by law, on behalf of the persons residing with Resident, releases and forever discharges  
106 Management and the owner of the community and their affiliated and related entities, officers, agents and employees ("Released Parties") from  
107 and against any and all claims, liabilities, injuries, damages and actions which Management/Owner had, might now have, or may have against any  
108 of the Released Parties arising out of, relating to, or in connection with the acceptance of packages by Management.

109 **Courtesy Patrol:** Management, from time to time, may hire a courtesy patrol on the premises, at Management's sole discretion. Resident  
110 specifically acknowledges and agrees as follows; the actual safety and security of Residents are beyond Management's control. Courtesy patrol is no  
111 guarantee of safety and/or security or that such courtesy patrol shall in any way prevent theft, assault, vandalism or damage to persons or property or  
112 decrease the likelihood of forced, illegal, or unwanted entry into the premises or the surrounding areas. **Management and Owner makes**  
113 **absolutely no warranty, expressed or implied, of any kind whatsoever with respect to security on the premises or any other surrounding**  
114 **area within Management's control.** Neither Management nor Management's agents, employees, or representatives are responsible for loss by  
115 theft of Resident's personal property. Management advises Resident to carry individual insurance coverage on Resident's personal property for  
116 protection in the event of theft, vandalism, or similar damage or loss. The existence of courtesy patrol is not in consideration of the rent paid by  
117 Resident, and Management may discontinue the use of courtesy patrol in its sole and absolute discretion at any time without notice to Resident.

118 **Maintenance of the Premises:** Resident shall maintain the premises in a neat and undamaged condition, and in particular, shall comply with  
119 applicable provisions of any building codes. Resident shall dispose of all ashes, rubbish, garbage and all other waste in a clean and safe manner.  
120 Resident shall keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities, appliances, and other facilities  
121 in a clean and reasonable manner. Resident shall not in any way deface, damage, impair or otherwise destroy any part of the premises. If Resident  
122 fails to comply with such requirements, Management may make necessary repairs and submit a bill to Resident chargeable as additional rent,  
123 payable immediately upon delivery. **Resident also agrees to replace air conditioning filters as frequently as conditions require, but at least**  
124 **once each month** and if deemed so, at Resident's sole expense. If a repair is requested by Resident, or made by Management or its agent, for which  
125 Resident is responsible, then Resident shall be billed for said repair which shall be immediately due as additional rent. Pools or spas maintenance  
126 and upkeep shall be the responsibility of Management. If damage occurs to the pools or spas due to neglect or intentional conduct of Resident  
127 or Resident's guests, Resident shall be liable for all expenses incurred to return the pool or spa to its original condition which shall be accounted  
128 for as additional rent and immediately due and payable by the Resident. Resident must deliver written notice to Management of any defect or damage  
129 to the premises within 72 hours of move-in as provided on the Resident's move-in/move-out report form provided by Management and which  
130 Resident acknowledges has been provided with this Agreement. Defects or damages not so reported to Management shall be presumed to have first  
131 occurred during Resident's occupancy of the premises. All complaints and requests for maintenance must be made in writing and signed by the  
132 Resident. Management shall periodically have the premises sprayed for insects and rodents. Resident is obligated to give reasonable access to the  
133 pest control company chosen by Management. Said access shall be given during regular business hours of 9:00 a.m. through 6 p.m.

134 **Replace Filters:** Initial: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

135 **Apartment Keys, Mail Keys, and Weight Room Keys:** Management agrees to deliver to Resident, two (2) sets of keys for the apartment and  
136 mail box upon move-in. Resident shall be responsible for the premises, until all keys have been returned to Management office and a receipt for  
137 such key return has been prepared and a copy is presented to Resident. Resident agrees to pay \$45.00 re-keying charge unless both sets of keys  
138 are returned upon proper vacation and surrender of the premises to Management.

139 **Resident Acknowledgements:** The Resident acknowledges receipt of Rules/Regulations (Community Policies) regarding the property and agrees  
140 to abide by the Rules/Regulations or Community Policies including a Drug Free/Crime Free/Gang Free Housing Addendum, which currently are in  
141 effect, including any subsequent amendments or modifications. Resident acknowledges that he and/or she has been informed that a free copy of  
142 the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's office. The Resident acknowledges receipt of  
143 a copy of this Rental Agreement and a copy of the Move-In Form specifying existing damages. The resident acknowledges this as receipt of written  
144 notification that the resident may be present at the Inspection.

145 **Insurance:** Resident understands that the Management shall not be responsible for any injury to any person or any damage or loss to any property  
146 of Resident, Resident's family, guests or occupants, for causes but not limited to acts of God, fire, any criminal act, theft, burglary, malicious act, riot,  
147 insurrection, civil commotion, the elements, failure or malfunction of furniture or fixtures or equipment in the premises or on the grounds.  
148 Management shall not be responsible for neglect, intentional criminal acts of other Residents, or negligence of owners or Residents of contiguous  
149 property or from any other cause outside the direct control of the Management. Resident understands and agrees that Resident's safety and security  
150 is Resident's own personal responsibility. Management strongly recommends that Resident secure his own insurance to protect himself against  
151 liability and property damage or loss. If for any reason Management or Management's agent is requested to render any services, such as moving  
152 automobiles, handling furniture, cleaning or delivering packages, which are not required by this Agreement, Management or Management's agent  
153 shall be deemed the agent to Resident, whether or not payment is arranged for such services, and Resident agrees to hold Management, and  
154 Management's agent harmless from all liability in connection with such services.

155 **Vacate Notice:** Unless another lease is signed by the parties hereto, or unless a written 30 day notice of termination is given prior to the next  
156 **periodic rental due date by which that date is the First Day of the month** by either party before the expiration of this lease, this lease shall  
157 automatically be renewed on a month-to-month basis. Termination of a month-to-month automatically renewed tenancy shall require a thirty (30)  
158 day written notice, on a form provided by the Management, by either party prior to the next periodic rental due date by which that date is the **First**  
159 **Day of the month.** The Resident is responsible for rent payment during the notice period. Resident's failure to give such notice will permit, but not  
160 obligate Management to continue your residence on a month-to-month or longer term.

161 **Abandonment:** An abandonment shall be deemed to have occurred, for purposes of this Agreement, upon any act by Management and/or Resident  
162 that would so constitute abandonment pursuant to the current Arizona Law in effect at the time that Management suspects abandonment. If Resident,  
163 for whatever reason abandons the premises, or abandons personal property on the premises, Resident specifically and irrevocably waives all title and  
164 interest Resident has, or may have to personal property left or remaining in or about the premises, unless Management and Resident agree in  
165 writing to the contrary prior to such an occurrence. If the Management reasonably determines that the value of the property is so low that the cost of  
166 moving, storage and conducting a public sale exceeds the amount that would be realized from the sale, the Management may destroy or otherwise  
167 dispose of some or all of the property.

168 **Security Deposit Refund:** Security Deposit shall be held, applied, and if appropriate, refunded pursuant to the law. If Management accepts this  
169 Agreement, and Resident breaches this Agreement prior to commencement of the tenancy, Management shall be entitled to retain the amount of  
170 his actual damages from the Security Deposit and withhold possession of the premises. Conditions to the return of the Security Deposit are as  
171 follows: The Resident must provide Management a written notice of Resident's intent to surrender/vacate the premises. The notice will be a thirty  
172 (30) day written notice, on a form provided by the Management, **received by Management no later than the First Day of the month.** Resident  
173 must return all keys to the Management office where Management will write out a receipt for the key return and give the Resident a copy upon  
174 the Resident's request. Resident's leaving keys in apartments will not be considered returned to Management, and subject to a \$45.00 re-key fee.  
175 When the premises are surrendered to Management in a clean and undamaged condition, acceptable to Management, Management shall return  
176 the Security Deposit to Resident upon written demand for the same pursuant to Arizona law, less those amounts authorized to be withheld by  
177 Management pursuant to Arizona law or this Agreement. Carpets are professionally cleaned prior to move-in and must be professionally cleaned by  
178 Resident upon vacating. Any carpet cleaning or damages not professionally taken care of by Resident prior to surrender of the premises shall be  
179 remedied by Management at Resident's expense. Management will first apply security deposits to satisfy unpaid rent, Management's cost to repair  
180 damage in your apartment, inadequate cleaning costs, late charges, any incentives or concessions received by Resident upon move in, NSF check  
181 charges, and or any other unpaid charges at time of move out. If Resident's deposits are insufficient to satisfy the total charges, Management will  
182 send you an itemized bill, which you agree to pay on demand. Any monies left owing 30 days after move-out notification will accrue interest at the  
183 rate of 18% per annum. Property left on the premises after departure will be deemed abandoned and Management may remove all personal  
184 property remaining. Management has the option to sell or dispose of property. Management may destroy or otherwise dispose of some or all of the  
185 property if the Management reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a public  
186 sale exceeds the amount that would be realized from the sale.

187 **Failure to Vacate after Notice:** If Resident gives notice for vacation of the premises, and fails to completely vacate and deliver all keys prior to  
188 the expiration of the notice, Resident shall be liable, in addition to all other damages provided for by law, or under this Lease Agreement and  
189 Security Deposit Agreement, for an amount equal to not more than two (2) month's periodic rent, or twice the actual damages sustained by the  
190 Management/Owner, whichever is greater.

191 **Time of Essence:** Time is of the essence of this Agreement.

192 **Default:** If either Resident or Management fails to perform any obligations required by this Agreement or by the Arizona Residential Landlord and  
193 Tenant Act, the non-defaulting party may exercise all rights and remedies against the defaulting party as shall be allowed by law. In the event of  
194 judicial action, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the losing party as determined by the Court as  
195 part of any judgment rendered in such action. Even if legal action is not instituted, if Management retains the services of an attorney to prepare any  
196 notice for any breach of the lease, Resident shall be immediately responsible to pay for said attorneys fee together with any cost that may accrue.  
197 Except as may be provided by law, neither party shall forfeit any existing or future right or remedy by pursuing such judicial action, prior to or once  
198 litigation begins. If collection services become necessary, in the opinion of the Management, then payment of all costs of such collection shall be the  
199 responsibility of the Resident, whether or not legal action is initiated. Resident shall pay to Management, as in the case of initiation of legal action,  
200 all collection agency fees, attorney's fees and charges, regardless of whether such collection is pursued based on an agreement for an hourly rate or a  
201 contingency rate. Amounts owing will accrue interest at the rate of 18% per annum if amount remains unpaid 30 days after notification of amounts  
202 owing until such time as account is paid in full.

**Crime Free:** \_\_\_\_\_

203 **Crime Free:** Resident agrees that Resident, or any member of Resident's household, family, occupant, guest, invitee, or any other person under who  
204 is living, visiting, inhabiting, dwelling, staying, frequenting, with/in/at the Resident's unit, shall not engage in any criminal activity (including all  
205 Arizona Revised Statutes regarding crimes), including, but not limited to, any felony crime whatsoever; nor any misdemeanor crime involving drugs  
206 or drug related activity, violence, weapons, gang activity, theft (of any type), or any other criminal activity, in, on, near, or in Resident's and  
207 Resident's occupant's case, even off of the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or  
208 possession, or the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act  
209 [21 U.S.C. 802]). **VIOLATION OF ANY OF THE ABOVE PROVISIONS IS CONSIDERED A SERIOUS, MATERIAL AND**  
210 **IRREPARABLE VIOLATION AND NON-COMPLIANCE OF THIS LEASE AND IS GOOD CAUSE FOR IMMEDIATE**  
211 **TERMINATION OF TENANCY.** It is understood and agreed that a single violation shall be good cause for immediate termination of the lease.  
212 Proof of the violation does not require criminal conviction, but shall be adjudicated upon evidence by a preponderance of the evidence. Resident  
213 gives permission to Management to use police generated reports as direct evidence regarding anything relating to the paragraphs as stated above.  
214 In such a case, Residents and occupants waive all rights to raise an objection to hearsay, foundation or relevance, regarding any police generated  
215 reports or incident card, which could otherwise possibly be made at any trial or hearing in the absence of this Notice waiver of said rights. Any such  
216 police generated report or incident card that may be admitted into evidence, shall constitute conclusive evidence of the facts or offense identified or  
217 described therein. In the event that any such police generated report or incident card is produced as a result of any investigation from any local,  
218 county, state, federal or any other law enforcement agency, Resident or Resident's occupants shall make no objections as stated above upon  
219 presentation of the documents or business records.

220 **Sub-letting:** Resident may not sublet or assign any portion of the premises. \_\_\_\_\_

221 **Management:** In the event of a change of Management during this lease, for any reason, Management shall be relieved of all liability under this  
222 agreement and Resident shall look solely to the new Management or Owner for a remedy.

223 **Disclosure:** Pursuant to the provision of A.R.S. 33-1322, the Management does hereby disclose to the resident, the following (a) The person  
224 authorized to act for the Management for purposes of Service of Process and Receiving Notice is: **REB LTD** whose address is  
225 **1515 S. Extension Road**, Phone number **480-833-1934**.

226 The owner or the owner's authorized agent is **Randall E. Blum**, whose address is **1515 S. Extension Road, Mesa, AZ, 85210**.

227 I/WE HAVE READ THE APPLICATION FOR RESIDENCE AND RECEIVED A COPY OF This ENTIRE AGREEMENT and acknowledge  
228 that ALL BLANK SPACES HAVE BEEN ACCURATELY FILLED IN otherwise marked Not Applicable (N/A).

229 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

230 Resident(s): \_\_\_\_\_

Management: \_\_\_\_\_

231 \_\_\_\_\_

Date: \_\_\_\_\_

232 \_\_\_\_\_

233 \_\_\_\_\_

234 **Severability:** If any clause or provision of this Lease Agreement is found to be illegal, invalid, overly broad or otherwise unenforceable under  
235 present or future law effective during the term of this Lease, then it is the specific intention of the parties hereto that the remainder of the Lease  
236 shall not be affected. It is also the intention of the parties to this Lease that in lieu of each clause or provision that is found to be illegal, invalid or  
237 unenforceable, that there be added as a part of this Lease a clause, or provision as similar in terms to such illegal invalid or unenforceable clause  
238 or provision as may be possible to make the clause become legal, valid and enforceable. All other provisions of this Agreement shall remain in full  
239 force and effect regardless of whether any other clause or provision may be found unenforceable.

240 **Counterparts:** This Lease is executed in multiple counterparts, with one copy to be furnished to Resident as soon as is practical under the then  
241 existing condition and policies of Management, and the other copy to be retained by Management.

242 **Eminent Domain:** In the event that the leased premises or any part thereof shall be taken by eminent domain, rent shall be adjusted to be  
243 proportionate to the value of the part of the premises not taken. Where the taking leaves the premises unsuitable for occupancy by Resident, the rent  
244 shall be prorated to the date of the taking and this lease shall terminate on that date.

245 **Amendments:** No oral agreements have been entered into with respect to this written lease. This lease supersedes any oral agreement of any kind.  
246 This lease, together with any attached exhibits or addendum, represents the entire agreement between Management and the Resident and may be  
247 modified only by a written agreement which is dated and signed by each party which clearly identified this lease as the agreement to be modified  
248 and which clearly states the modification.

249 **Environmental Indemnification:** To the fullest extent allowed by law, Resident acknowledges that certain materials contain potentially health  
250 affecting substances and which may exist in or on the Premises. As additional consideration for Management's entering into this Lease, Resident,  
251 for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under Resident, or who may live in, occupy, use or reside in  
252 the premises, hereby expressly assumes and accepts any and all risks involved or related to the presence in the premises of any and all health  
253 affecting substances. Resident waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims  
254 or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Management and the Owner of the Premises,  
255 their agents, principals, employees, legal representative, affiliates, assignees, successors in title, partners, shareholders, officers or directors (herein  
256 collectively called the "Management Affiliates") with respect to any health hazard occurring in connection with the presence in or on the Premises  
257 of any material(s) containing potentially health affecting substances. Resident agrees to defend, indemnify and hold harmless the Management  
258 Affiliates against and from any and all action, causes of action, claims or demands.

259 **Jurisdiction and Venue:** Resident consents to venue in any justice court precinct within the county wherein the apartment is located in the event  
260 Management initiates legal action against the Resident. Resident hereby waives any objection to any venue chosen by Management. Resident agrees  
261 that any legal action taken by Management against the Resident that Management may, at its sole discretion, allege that the rental value of  
262 Resident's premises is less than the actual periodic rental payment Resident is charged as set forth in this Agreement so that Management may keep  
263 any claim desired in the justice court system. Notwithstanding the foregoing, should an action be brought for non-payment of rent, and Resident is  
264 not in default under any other provision of this Agreement, Resident may reinstate prior to the entry of a judgment only by full payment of all  
265 amounts due for all rent under the terms of this Agreement together with any applicable late charges, costs and reasonable attorney's fees.  
266 Resident(s) agree(s) that service of process of any legal proceeding, including but not limited to a special detainer or forcible detainer action, or  
267 service of any notice to Resident(s), shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon  
268 any Arizona court as to any Resident, co-signer, occupant or guarantor if served upon any occupant or other person of suitable age and discretion  
269 who is present at the premises and residing therein, notwithstanding the fact that any Resident, co-signer, occupant or guarantor may reside at a  
270 different location other than the property address described in the lease.

271 **Effectiveness:** This Agreement shall become effective and binding upon Management and Resident when each party has signed a copy of this  
272 Agreement. This Agreement constitutes the entire agreement between Management and Resident and shall not be modified except with the prior  
273 written consent of Management and Resident.

274 **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances  
275 consented to by Management or Owner and also to any modifications or extensions thereof. Resident agrees to execute any subordination agreements  
276 presented by Management upon presentation or face lease termination.

277 **Notices:** All notices provided for herein shall be in writing and shall be delivered to Management or Resident by United States certified mail, or  
278 personally delivered pursuant to the Arizona Landlord and Tenant Act.

279 **Parties:** If there is more than one Resident, Co-signer herein, and if such parties are husband and wife, community and separate, the liability of all  
280 parties shall be joint and several. A co-signer is a Resident and responsible for this lease jointly and severally as making this apartment unit his/her  
281 dwelling whether or not such is the case.

282 **Successors:** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Management/Owner and Resident  
283 and their respective heirs, executors, administrator, personal representatives, successors and assigns.

284 **Construction of Language:** The language of this Agreement shall be construed according to Arizona Law and the wording of this agreement  
285 such as words used in the masculine, feminine or neuter, shall apply to either gender or the neuter, as appropriate. All singular and plural  
286 words shall be interpreted to refer to the number consistent with circumstances and context.

287 **Waivers:** No waiver by Management of any provision hereof shall be deemed a waiver of any other provision hereof any subsequent breach by  
288 Resident of the same or any other provision. Management's consent to, or approval of, any act shall not constitute a continuing consent to, or  
289 approval of, any subsequent act by Resident.