

LEASE RENTAL AGREEMENT

LEASE AGREEMENT - PARTIES

Tenant(s) _____
(Person (s) who have signed below tenants, whether one or more, hereinafter referred to as Tenant)

Occupants: _____
(Persons, other than Tenant, who are authorized to occupy the Premises, but who have not signed this agreement, i.e. children less than 18 years of age)
Landlord/Manager: Christopher Robert Corporation, 231 W. Giaconda Way Suite 133, Tucson Arizona 85704. Phone number (520) 529-3400, Fax Number (520) 618-3350

PREMISES

Tenant agrees to rent the real property located at _____ Tucson, AZ 85 _____
Fixtures and improvements thereon, and appurtenances, incident thereto, plus Personal Property, hereinafter collectively referred to as the "Premises" from Landlord pursuant to the terms hereof.

Personal Property included: _____

TERM

Tenancy shall begin _____ and end on _____

RENT

RENT: Tenant shall pay monthly installments of \$ _____, including applicable rental taxes, plus any Late Fees (below), plus Returned Check Charges (below), plus Notice Fee (below); collectively constituting "Rent." Rent shall be payable in advance, without deductions of offsets. Rent checks shall be made payable to CHRISTOPHER ROBERT CORPORATION and mailed or delivered to Landlord's address (above). If more than one tenant is paying rent tenants agree to tendered rent in one check or money order or cashier's check.

FIRST MONTH'S RENT: The first month's Rent shall be \$ _____, for the period beginning _____ and ending _____. Thereafter Rent shall be due and payable on the 1st day of each month during the Term of this Lease Agreement, except prepaid voluntary rent. Time is of the essence of this Lease Agreement.

PREPAID VOLUNTARY RENT: The final month(s) Rent shall be \$ _____, for the period beginning _____ and ending _____.

LATE FEES: A Late Fee equal to twenty percent (20%) of the monthly rent shall be added to the monthly installment if the full month's rent is not received by Landlord by the 3rd day of the month. Late Fees are collectible as Rent. Acceptance of one or more Late Fees does not waive the "time of the essence" provision of this Lease Agreement. Assessment of this late fee shall not impair Landlord's right to issue a 5-Day Notice to pay or quit on the second day of the month. Because Rent is payable by mail, Landlord may accept payment tendered by Tenant of less than the full amount due, whether or not intended as a full or partial payment by Tenant, provided Landlord sends Tenant a written notice of the amounts remaining due within ten-days of receiving said payment. If payment received is less than the full amount due. Late Fees on the entire month's rent being paid shall apply.

RETURNED CHECK CHARGE: If any check tendered by or on behalf of the Tenant is returned by the bank for any reason, Tenant shall pay a fifty dollar (\$50.00) Returned Check Charge, in addition to applicable Late Fees, which shall accrue from the date Rent first became due until cash, draft or other acceptable form of payment (as specified by Landlord) is received by Landlord. In the event of a returned check, the parties agree that the Landlord may demand that payment of the returned check and/or all future Rent payments be made by certified check, cashier's check, money order or, at Landlord's option, cash. Returned Check Charges are collectible as Rent.

NOTICE FEES: In the event Tenant fails to pay Rent when due and Landlord issues a Five-Day Notice to pay or Quit, Tenant shall be charged a Notice Fee in the amount of thirty dollars (\$30.00) to cover preparation thereof. A Notice Fee may also be charged for providing notice of any noncompliance or breach including non-compliance notices or complaints received by Homeowners Associations & City/County Government agencies. Notice Fees are collectible as Rent.

HOLDOVER RENT: Rent shall automatically increase fifty percent (50%) on all holdover periods, shall remain valid for the duration of the holdover period and shall be collectible as Rent. This provision shall not limit the Landlord's remedies provided by A. R. S.33-1375 5. Tenant shall indemnify Landlord for all damages and expenses incurred and shall reimburse Landlord for payment of all reasonable settlements made by Landlord as a result of Tenant holding over.

PETS

Pets may be allowed, provided Tenant demonstrates, to Landlord's satisfaction that the pet will be properly kept, cared for, restrained, will not cause a nuisance, and Tenant tenders an additional deposit plus a current photo of pet. Landlord's written approval of the pet must be received by the Tenant before Tenant brings said pet upon the Premises. Landlord's approval shall apply only to that specific pet and shall not constitute approval of any substitute or additional pets. Tenant has read and understands the terms/conditions regarding pets on page three (3) hereof.

No pets allowed. Landlord consents to Tenant keeping the following described pet: Type/breed: _____ Name: _____ Height: _____ Weight: _____ Color: _____.

DEPOSITS

Tenant agrees to remit payment of the following. Interest paid by bank, if any, shall be payable to Landlord.

| | | |
|------------------------|----------|---|
| First Month's Rent | \$ _____ | Landlord shall not demand or receive security, however denominated, including, but not limited to, prepaid rent in an amount or value in excess of one and one half-month's rent. This does not prohibit a tenant from voluntarily paying more than one and one-half month's rent in advance. Tenant has voluntarily prepaid rent above in excess of one and one-half months rent as a inducement for owner to accept their tenancy. All rents remain due and payable as stated above in the lease agreement. |
| Prepaid Voluntary Rent | \$ _____ | |
| Refundable Deposits | \$ _____ | |
| TOTAL REQUIRED: | \$ _____ | |
| Less Location Deposit | \$ _____ | |
| BALANCE DUE: | \$ _____ | |

Balance of \$ _____ shall be due and paid on or before _____; balance of \$ _____ shall be due and paid on or before _____; failure to tender payment on this date shall be deemed a material breach and, if Tenant has not taken possession of the Premises, Tenancy shall not commence and the provisions of the Arizona Landlord and Tenant Act shall not apply. If Tenant has taken possession, failure to tender payment on this date shall constitute non-payment of rent and Landlord may proceed as specified in A. R. S. 33-1368 5(B) or as otherwise provided by law. Except for prepaid rent (i.e. first month's rent). Tenant shall not be entitled to use any portion of any deposit as a credit for rent.

Rental property is located at _____ Tucson, AZ 85 _____

UTILITIES & SERVICES

Landlord shall pay _____; tenant shall pay for all other utilities and services, including pest control, mailbox and/or key fees, pool keys if association and be responsible for any connection fees, deposits, etc., incident thereto. Tenant shall transfer utilities, which are Tenant's responsibility to pay, into Tenant's name within two business days after commencement of tenancy. Failure to comply shall be deemed a material noncompliance, subjecting Tenant to one or more Notice Fees, Late Fees and/or Eviction.

ADDITIONAL TERMS

Carpets must be professionally steam cleaned after Tenant has vacated the Premises and before possession of the Premises is transferred to Landlord; Tenant must also provide Landlord with a paid receipt from a professional carpet cleaning company. Failure to comply herewith will result in a deduction from Tenant's security deposit to cover carpet cleaning service.

Tenant shall pay \$80.00 toward Landlord's cost of spring changeover of heating and cooling systems and \$50.00 toward Landlord's cost of autumn changeover of heating and cooling systems. If the Premises are serviced by more than one heating and cooling system, Tenant shall pay 50% of the amounts stated above for the second system changeover, etc. Tenant hereby assumes responsibility of changing HVAC filters monthly. Said changeover amounts are collectible as Rent. A battery operated smoke detector is installed in some rental units. Tenant hereby assumes responsibility for changing batteries and notifying Landlord of any defects and/or malfunctions. Tenant acknowledges that these landlord obligations and others as herein stated have been transferred to tenant as tenant obligations in exchange for a rent reduction. "Rent" as stated on page one of this lease has been reduced by 15%.

MISCELLANEOUS

KEYS – Tenant acknowledges receipt of ONE SET of keys to the Premises. A "set" includes one house key and _____. Tenant shall be responsible for the security of the Premises until all keys have been returned to Landlord. Tenant shall not change, re-key the locks or add additional locks or security devices to Premises without Landlord's express written permission. Unless all keys are returned to Landlord, Tenant agrees to pay Landlord two-hundred dollars (\$200.00) to cover the cost of re-keying the Premises.

Garage Door Openers – Tenant acknowledges receipt of two (2) remote sending units for the garage door opener. Unless all garage door openers are returned, Tenant agrees to pay one hundred dollars (\$100.00) to cover the cost of replacing each garage door remote.

TENANT MAINTENANCE – Tenant shall be responsible for each item of repair or maintenance of the Premises that costs less than \$_____ (this amount is 10% of monthly rent or \$100.00 per calendar month whichever is less) to repair or replace (except property defects/damages indicated on the move-in inspection form); the consideration for Tenant undertaking this obligation is reflected in the monthly rent. Tenant acknowledges that this landlord obligation and others as herein stated have been transferred to tenant as tenant obligations in exchange for a rent reduction. "Rent" as stated on page one of this lease has been reduced by 15%. Pool or spa cleaning, if any, shall be performed by Tenant or at Tenant's expense. Landlord shall provide chemical service for pool only. Tenant is responsible for all yard maintenance. If Tenant does not maintain the Premises according to the Landlord's reasonable standards, then Landlord, after providing Tenant with notice and a ten day period to cure, may have the work performed and bill Tenant therefore. Failure of Tenant to pay the billed amount within ten days shall be a material noncompliance with this Lease Agreement.

PHONE – If Tenant installs a telephone in the Premises, Tenant shall provide Landlord with Tenant's phone number within two-days of installation or number change. If Tenant elects to not install a telephone in the Premises, Tenant shall provide Landlord with Tenant's cell phone number within two days of move-in and notify Landlord immediately of any number change.

DISCLOSURES

DISCLOSURE: Pursuant to A. R. S. 33-1322 5, owner's agent and the person authorized to receive service of process notices and/or demands is MANAGER. Pursuant to A. R. S. 33- 5 1321(C), Tenant may be present during the move-out inspection. Tenant may obtain a free copy of the Arizona Residential Landlord and Tenant Act from Arizona Secretary of State's office.

MOLD DISCLOSURE: Toxic indoor molds which may cause health problems in some people while triggering only common allergic responses in others have now become a matter of concern in Tucson, Arizona housing. The existence of toxic indoor mold is often not detectable by a visual inspection and therefore can go undetected by Real Estate agents/brokers and even Home Inspectors. The only certain way to determine if the premises you are preparing to lease or leasing has toxic or non toxic molds is to retain an environmental expert to perform an indoor air quality test. If past or present existence of any toxic or non toxic mold, water intrusion or moisture has been disclosed to you, or discovered by you, you should have that condition professionally evaluated. All professional real estate personnel recommend every tenant hires an environmental expert to test indoor air quality and/or other health hazards between lease application and lease signing. Landlord will upon request provide entrance to property for said inspection. Tenant applicant (Tenant) agrees to pay for the entire cost of this inspection. Landlord reserves the right to not allow the property to be occupied to allow for ample time for landlord and owner to discuss remediation procedures to eliminate all toxic molds discovered. Any waiver or failure of tenant applicant to conduct all desired inspections or tests prior to move in including those for mold or other indoor health hazards is contrary to the advice of all professional real estate personnel which are parties to this lease agreement. The professional real estate personnel which are parties to this lease agreement have no knowledge of any toxic or non toxic indoor mold problems and do not have the knowledge to verify whether or not there is now or ever has been mold or other environmental problems unless they are obviously visible. Tenant agrees that if they desire an inspection or have questions pertaining to environmental hazards that they will seek professional advice in a timely manner. The tenant has not and shall not rely on professional real estate personnel for environmental advice. Tenant specifically releases, holds harmless and indemnifies all professional real estate personnel from any liability for any mold found on the premises which could have been discovered by performing environmental inspections.

LEAD BASED PAINT DISCLOSURE: You as the tenant must receive a lead warning statement on any dwelling built before 1978 because this dwelling may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before you rent any pre-1978 dwelling, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention. Unless otherwise stated in this lease or an addendum to this lease, 1) landlord has no knowledge of any lead-based paint and/or paint hazards in the dwelling and/or buildings included in this lease agreement 2) landlord has no records or reports relating to lead-based paint and/or lead based paint hazards in the dwelling and/or buildings included in this lease. Landlord acknowledges his obligation to disclose to all parties to this lease by this disclosure any known lead-based paint or lead-based paint hazards or any reports or records relating to lead-based paint or lead-based paint hazards in the dwelling being leased. Landlord further acknowledges that this disclosure accurately reflects the entirety of the information provided by the landlord to all parties with regard to lead-based paint, lead based paint hazards, and lead-based paint risk-assessment or inspection reports and records. Tenant acknowledges receiving the pamphlet "Protect Your Family from Lead in Your Home" providing the dwelling they are leasing was constructed prior to 1978.

OTHER TERMS AND CONDITIONS

Condition of Premises. Tenant has examined the premises and, except as otherwise noted in writing, Tenant is satisfied with the physical condition of the Premises. Tenant is responsible for providing a list of property defects/damages to Landlord within seven (7) Calendar days of taking possession of the Premises. A move-in inspection form has been provided to Tenant for this purpose and Tenant's signature hereon acknowledges receipt of this form. Tenant hereby grants Landlord access to unit to visually inspect/verify any defects listed on this form. Failure to submit a list may result in deductions from your deposits (and/or legal action to recover funds) to clean or repair defects for which you may not have been responsible.

Residential use only. Tenant and Occupants may use the unit only as a place to live. Tenant, Occupants and guests may not use it for any unlawful, improper, or offensive purpose. Storage or use of illegal drugs on or about the Premises is specifically prohibited and shall be deemed a material and irreparable breach of the Lease Agreement.

Rental property is located at _____ Tucson, AZ 85_____

Maintenance. At your expense, you will: keep the Premises and surrounding grounds clean, safe, in good order and in sanitary condition; perform Tenant Maintenance (as specified above); keep the yard, grounds, garden and all vegetation on the Premises well watered and neatly groomed; have repaired any damages resulting from misuse or neglect, caused by you, your children, visitors or guests; have removed any stoppage in plumbing lines which you have caused; replace furnace and air conditioning filters as required; and replace unusable light bulbs. Failure to maintain the Premises shall be a material noncompliance with the Lease Agreement and, in addition to the other remedies provided herein and by law, Landlord may cause the same to be accomplished and bill Tenant, pursuant to A. R. S. 33-1369 5. After tenancy terminates, funds may be withheld from deposits by Landlord to effect repairs, etc., that were Tenant's responsibility, but were not accomplished by Tenant.

Give notice of defects. Tenant must notify Landlord in writing of any defects in/on the Premises that are not Tenant's responsibility to repair/maintain.

No disturbances. Tenant will not disturb neighbors or others. Tenant will not play loud music, percussion, audio, video equipment, instruments, or otherwise cause any loud or offensive sounds. Recurring disturbances shall be deemed material noncompliance with the Lease Agreement.

Personal property. All other appliances (furnished) including, but not limited to, refrigerator, dishwasher, disposal and washer/dryer, if furnished on property by Lessor are furnished at the will of the Lessor. If any appliance, other than the electric or gas range, become inoperable during the term of this lease, Lessee has the right to request their immediate removal by Lessor. Lessor shall not be obligated to replace said appliances. Tenant will not store any personal property, except for (two automobiles _____automobiles) outside the rental unit. Landlord shall not be responsible for (and Landlord's insurance will not cover) any personal property, including vehicles, belonging to Tenant or others that is lost, stolen, damaged or destroyed, regardless of the cause: Tenant hereby assumes the risk of all loss.

Maintenance of vehicles. Maintenance and/or repair of vehicles of any kind is not permitted on the Premises when prohibited by separately published Rules and Regulations or prohibited by Covenants, Conditions and Restrictions (CC&Rs) governing the Premises. In all other cases, maintenance and/or repair of vehicles is not permitted on the Premises, except for minor repairs to vehicles belonging to Tenant or Occupants, as used in this Lease Agreement: minor repairs shall mean oil/filter changes, tune-up, changing a tire and washing of vehicles of any and all types, including automobiles, trucks, motorcycles, mopeds, bicycles, etc. Tenant shall clean-up any mess (i.e., oil, grease, etc.) resulting from minor repairs.

Tenant information. Tenant agrees to update the "Application for Tenancy" as data changes and to complete a new form whenever requested by Landlord. Refusal to provide tenant information or providing false, inaccurate or misleading information shall be deemed a material noncompliance with the Lease Agreement.

Notice of Absence. Tenant must notify Landlord in writing and in advance if all Tenants and Occupants will be absent from the Premises for five (5) or more days. Failure to provide this notice may result in Landlord deeming the property abandoned. Tenant shall be responsible for any damages that occur as a result of Tenant's absence.

Compliance with Applicable Law. Tenant agrees to comply with all applicable laws, ordinances, regulations, Covenants, Conditions and Restorations and, if applicable, homeowner's association rules and regulations, and Landlord's Rules and Regulations to the same degree as owner would be forced to comply if property was owner occupied. Generally, all of this information is online to be read, reviewed, or printed by Tenant at anytime. Christopher Robert Corporation will email and/or print and send you a copy upon request. Tenant agrees to supervise occupants and guests and to be responsible for fines, penalties, and repairs resulting from Tenant's, occupants' or guests violation thereof.

Rules and Regulations. Tenant agrees to comply with any 'Rules and Regulations' subsequently promulgated by Landlord. In addition, tenant agrees to comply with all rules and regulations promulgated by the Homeowner's Association. Violation thereof shall be deemed a material noncompliance.

Pets. Unless expressly authorized in writing by Landlord. Pets are not allowed and Tenant is responsible for any damage to the Premises and persons which may result from having a pet on the premises for any length of time AND shall be assessed five-dollars (\$5.00) per day, for cleaning and sanitizing, until the animal is removed. Bringing an unauthorized pet onto the Premises, even temporarily, is a material noncompliance with the Lease Agreement.

Termination and renewal.

- a. Lease Agreement. This is a Lease Agreement and Tenant is liable for the entire amount of compensation stated herein, except as provided by law.
- b. Renewal/extension terms. Unless otherwise agreed, all original terms and conditions shall remain in effect for any tenancy that extends, by agreement or operation of law, beyond the original Term.
- c. Month-to-month extension. If approved, a month-to-month extension of the original Lease may be granted.
- d. Termination. Tenant agrees to give Landlord a 30-day written notice prior to termination of this Lease and to surrender possession of the premises in the same condition as when tenancy commenced. If Premises are vacated before termination of this Lease for any reason, including eviction, Tenant agrees to pay rent for the Premises and all incidental and consequential damages until the Premises have been leased to another tenant. If not voluntary paid, Tenant agrees to pay all costs associated with collection of all sums due hereunder or due under the law, including fees paid to attorneys and collection agencies.
- e. Access. Once Tenant has given notice to terminate, tenant will allow Landlord to show the rental unit to prospective tenants. Tenant hereby expressly grants Landlord authority to show the rental unit while Tenant is away, with advance notice.
- f. Forwarding address. The Tenant must provide Landlord with a forwarding address. Refund of Tenant's deposits, if any, will be sent to the forwarding address.
- g. Military tenants. In the event that Tenant is a member of the United States Armed Forces on extended active duty and hereinafter Tenant receives permanent change of station (PCS) orders to depart from the area where the premises are located, or if Tenant is relieved from active duty, then, in either of these events, Tenant may terminate this Lease upon giving at least thirty (30) days notice to Landlord, which notice shall be accompanied by delivery of a copy of official orders or a letter from Tenant's commander, reflecting the change which warrants termination under this clause.

Abandonment and abandoned property. Landlord shall not accept abandonment of the premises as a surrender and may re-enter the premises for the purpose authorized in A. R. S. 33- 5 1370. Following abandonment of the Premises or termination of tenancy by Landlord or Tenant, all personal property left on the Premises shall be deemed abandoned and Tenant will be charged for removal, storage, cost to sell the property and expenses related thereto. Said charges may be deducted from Tenant's deposits, so that Landlord may comply with the law, as it pertains to the timely refund of deposits (if any). Tenant hereby agrees to allow Landlord to estimate such charges and to later refund the balance of Tenant's deposits, if any, when the precise amount of said charges is known. Where Landlord believes such charges will likely exceed the value of the personal property, Tenant hereby expressly grants Landlord the authority to dispose of said property in any manner Landlord deems fit, to include giving the property to charity or having it hauled away as garbage, and Tenant holds Landlord harmless for the loss of said property. Landlord shall make reasonable efforts to lease the Premises at a fair rental rate. If Landlord leases the Premises for a term beginning prior to the expiration of this Lease Agreement, then this Lease Agreement shall be deemed to be terminated as of the date the new tenancy begins and Tenant shall be liable for loss of rental income (and all costs to lease the Premises, including, but not limited to, reasonable utilities while the Premises are vacant, advertising, credit check fees for applicants, leasing fees and/or management fees paid by the property owner, and reasonable concessions granted to the new tenant, including reasonable rent concessions. If tenant does not pay amounts due at the conclusion of lease (i.e. ending date or a court ordered date) as herein stated tenant agrees to reimburse landlord for all amounts charged by collection agency to collect amounts due.

Occupancy and Guests. Occupancy of the Premises is limited to Tenant and Occupants, if any, listed on the front of this form. Visits by guests in excess of twenty-one (21) days require written Landlord approval. Violation hereof shall be a material noncompliance and, in addition to other available remedies, Landlord may assess Tenant additional rent, to cover additional wear and tear, in an amount equal to twenty-five percent (25%) of the Rent, prorated for the entire time of the guest(s)'s visit.

Rental property is located at _____ Tucson, AZ 85 _____

Deposits. If, during the term of tenancy, any portion of any type of deposit is applied by Landlord toward any of Tenant's financial obligations hereunder, then, within ten (10) days after written demand therefore, Tenant shall deposit with Landlord an amount sufficient to restore the deposit to the original amount; failure to do so, shall be a material noncompliance with this Lease Agreement.

Repairs, Alterations and improvements. Tenant shall make no repairs, alterations, decorations, additions or improvements (unless they are minor, temporary and removal will leave no damage) to the Premises without Landlord's prior written consent and, then, said authorized work shall be done only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the term thereof. Additional locks may be installed on any door without prior written permission of Landlord and, where permission is granted, additional locks will be installed at Tenant's expense and Landlord shall be given duplicate keys for all locks contemporaneously with installation.

Assignment. Tenant shall not sublet, transfer or assign this Agreement, the premises, or any part thereof, without Landlord's prior written consent. Unless otherwise provided by written agreement, if Landlord gives written consent to any sublease, assignment or transfer of occupancy, such consent shall not release Tenant from any liability.

Insurance. Tenant agrees to obtain insurance, at Tenant's expense, to insure against theft, property damage and loss, personal injury and other normal insurable risks that expose Tenant to financial liability. If for any reason Landlord or Landlord's agent is requested to render any services such as moving automobiles, handling furniture, cleaning or delivering packages, not required by this Agreement, Landlord or Landlord's agent shall be deemed the agent of Tenant, whether or not payment is arranged for such services, and Tenant agrees to hold Landlord and Landlord's agent harmless from all liability in connection with such services except for liability resulting from gross negligence of Landlord or Landlord's agent. Tenant agrees to add Landlord "Christopher Robert Corporation" as an additional insured to any insurance policy purchased by Tenant

Partial Rent Payments. Landlord may, but is not obligated, to accept less than the full amount of Rent due. By accepting less than the full amount due, Landlord does not waive any legal rights, including, but not limited to, his right to the total amount due under the Lease Agreement and his right to possession under the law. When less than the full amount due is tendered and accepted, payment shall be applied: first, to legal fees, court costs and service fees, then to accrued interest on any amounts owed to Landlord, then to late fees, and insufficient fund fees, then to amounts owed for damages to the property, then to unpaid past due rent and, finally, to prepaid rent.

Access. As required by A. R. S 33-1343 5, Tenant shall not unreasonably withhold consent for Landlord to enter the premises. Landlord may enter the premises without the consent of Tenant in case of emergency. Landlord shall not abuse the right of access or use it to harass Tenant. Except in the case of an emergency or if it is impractical to do so, Landlord shall give Tenant at least two days notice of his intention to enter and enter only at reasonable times. In addition, to other lawful access, Landlord has right of access as permitted by A. R. S. 33-1369 55 and 33-1370. Landlord may enter the Premises as necessary to inspect, which may occur as frequently as once per month.

Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant. All rights given to Landlord by this Agreement shall be in addition to any laws which exist or might come into being. Any exercise of any rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement.

Notices. All notices provided for herein shall be in writing and shall be delivered to Landlord at the address set forth on the front hereof and to Tenant at the Premises or the Tenant's work place. All notices shall be sent by registered or certified mail, or personally delivered, or as otherwise provided in A. R. S 33-1313 5.

Service of Notices. Landlord may serve upon Tenant one copy of any type of notice to any person who has signed this Lease Agreement as a Tenant. Notice to Tenant shall be deemed notice served to all Tenants and Occupants. If Landlord cannot deliver a notice to Tenant personally, Landlord may post the notice in a conspicuous place on the Premises.

Legal Fees. Landlord and Tenant agree that the prevailing party in any litigation, action or controversy arising from this Lease Agreement shall be entitled to an award of reasonable attorneys' fees, litigation expenses and court costs, without regard to whether or not the matter is contested.

Parties. If there is more than one Tenant, the liability of all Tenants shall be joint and several and, if such parties are husband and wife, community and separate.

Representation. For the purpose of representation broker and licensed staff represent tenant with regards to drafting lease and all documents necessary for leasing of said property. Also for the purpose of lease and all other documents required to lease said property and manage said property broker and staff represent the property owner. Broker and staff in any negotiation for rent, repairs, security deposit disposition, and in all other areas except for the necessity of drafting lease and all documents for leasing of said property are solely the representative of the owner.

Construction of Language. The language of this Agreement shall be construed according to its frail meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.

Court Modification. If any provision of this Lease Agreement is found by a court to be invalid, illegal or overly broad, 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 Lease Agreement shall remain in full force and effect.

Change in Law. Landlord may adjust rental tax with thirty days notice if changed by the municipality during the Term hereof.

Rental property is located at _____ Tucson, AZ 85 _____

SIGNATURE OF THE PARTIES TO THIS LEASE AGREEMENT

TENANT HAS READ THIS ENTIRE AGREEMENT, TENANT ACKNOWLEDGES THAT SHE OR HE UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED HEREIN AND EXPRESSLY ACCEPTS AND AGREES TO BE BOUND BY THE SAME. THE TENANT HEREBY ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE AGREEMENT AND A SIX PAGE MOVE-IN INSPECTION FORM. TENANT AGREES TO PURCHASE TENANT INSURANCE AS STATED HEREIN PRIOR TO MOVING ANY BELONGINGS OF ANY KIND ONTO OR INTO PROPERTY. TENANT AGREES TO COMPLETE AND RETURN THE MOVE-IN INSPECTION FORM WITHIN SEVEN DAYS OF MOVE-IN; FAILURE TO COMPLY SHALL BE PRESUMED TO INDICATE THAT NO DEFECTS EXIST.

TENANT(S)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

GUARANTOR(S)

For valuable consideration, the undersigned hereby jointly and severally, unconditionally and irrevocably, guarantee, warrant and assure to Landlord, without limitation, and as end for their own obligation, the full payment of all sums due by Tenant under the Lease Agreement, including any extensions, amendments or modifications thereto, whether material or otherwise and whether made after the execution hereof, including: Rent, Late Fees, Returned Check Fees, attorneys' fees, court costs, sums due to Landlord for damages caused to the Premises by Tenant and/or their guests, and any other sums owed by Tenant to Landlord. Guarantor(s) acknowledge and agree that this obligation is separate and independent of that of the Tenant and that Landlord may proceed against Tenant, Guarantor(s), or both, at Landlord's option. Guarantor(s) acknowledge and agree that this obligation shall continue until Guarantor(s) is released by Landlord in writing (an oral release shall not be effective). Further, Guarantor(s) hereby unconditionally and irrevocably covenant, until released, to indemnify, defend, exonerate and hold harmless Landlord for any loss, damage or cost of any kind or nature whatsoever, including attorney's fees, litigation expenses and court costs resulting from any breach or failure of performance on the part of Tenant with respect to any of Tenant's obligations. Guarantors consent to the jurisdiction of the courts in Pima County, Arizona.

GUARANTOR(S)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

LANDLORD/MANAGER

(Print Name) (Signature) (Date)