



301 E. Bethany Home Road, STE. B-140
 Phoenix, AZ 85012
 (602) 957-4999 • Fax (602) 957-5239

Project Name	Brookside Apartments	
Project No.	275	Unit No. 2034
<input checked="" type="checkbox"/> Initial Agreement	<input type="checkbox"/> Renewal	

RENTAL AGREEMENT

This Rental Agreement (hereinafter "Lease") is hereby entered into this 10th day of July 2020 between Consolidated Asset Management, Inc. (hereinafter "Management"), as agent for the owner of the above-described Project, and:

- A. _____ B. _____
 C. _____ D. _____

1. **Parties:** This is a Lease between Management and the residents identified in the spaces provided above. The words "you," "your," and "yours" shall also and hereinafter refer to each of the above-named residents. Occupancy within the Premises is limited strictly to those residents identified above and minors listed below in paragraph two (2). No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 5 consecutive days without our prior written consent, and no more than twice that many days in one month

2. **Occupants:** The apartment will be occupied only by you and the minors listed below:

3. **Premises:** As resident, you agree, jointly and severally, to rent the Premises located at:

6131 West Thomas Rd 2034, Phoenix 85033 Unit 2034

4. **Term:** The term of this Lease shall be one of the following (select a or b):

(a) A 12 month lease, beginning 07/10/2020 and ending 07/12/2021. After this term has concluded, the Lease shall continue on a month-to-month basis at the Total Rent set forth below in Section 5 plus a "Month-to-Month Fee" of \$200.00, which is due and payable as Additional Rent, unless terminated as set forth below.

5. **Rent, Deposits and Charges, and Utilities:** You agree to pay rent, utilities, tax, charges and deposits specified below:

MONTHLY RENTAL CHARGES		REFUNDABLE DEPOSITS		NON-REFUNDABLE FEES	
Rent	<u>\$1,075.00</u>	Security Deposit	<u>\$500.00</u>	Application Fee	<u>\$45.00</u>
Flat Rate RUBS	<u>\$0.00</u>	Pet Deposit	<u>\$0.00</u>	Administration Fee	<u>\$200.00</u>
Pest Control	<u>\$0.00</u>	Other:	<u>\$0.00</u>	Pet Fee	<u>\$0.00</u>
PDL Waiver (see addendum)	<u>\$15.00</u>			Other:	<u>0.00</u>
Other:	<u>\$0.00</u>				
Sales Tax	<u>\$25.08</u>				
TOTAL MONTHLY RENT	<u>\$1,115.08</u>				

6. **Payment of Rent:** It is agreed that your rent is due on the 1st day of each month. You agree to pay the Total Rent no later than 5:00 P.M. on your rent due date; the rent shall be considered delinquent after this deadline. If the total monthly rent is not received by office close on the 4th day of the month, a late fee of \$50.00, plus tax will be added to rent. Further late fees shall accrue at the rate of \$10.00 per day, plus tax, every day thereafter as long as your rent remains unpaid in full. Weekends and holidays do not affect the date rent is due. In Addition, if demand for rent is made through service of 5-Day or any other Legal Notice for termination of this Rental Agreement for nonpayment of rent, an administrative charge of \$35.00 is due for said service. If resident does not pay rent by the end of the 4th day of the month, Resident may only pay by cashier's check or electronic online payment (if offered). Landlord will not accept a personal check after the 4th day of the month. You understand that cash will never be accepted, you have been placed on notice that Management's employees and/or agents are never authorized to accept cash payments for any sums due under the Rental Agreement, and I agree that receipts for any alleged cash payments made to management shall not be recognized or honored by Management.

You agree that Management may have the right to determine the order in which your payments are applied toward the different monetary obligations of this Lease (e.g., rent, unpaid deposits, charges, Pet Agreement violations). Management reserves the right to refuse payment by personal check in the event that any of your previous payments have been written on insufficient funds. A charge of \$50.00 will be levied by Management to any resident's check returned from the bank plus any accumulated late charge, determined by the resident's due date. Additionally, you agree that in the event that the municipality adjusts the tax rate during the term of your possession of the Premises, Management may adjust the tax rate set forth in this lease by providing you with thirty (30) days' advance written notice of the changed rate; you will start paying that new rate at the end of the notice period. You further acknowledge that the use of any night-drop box or slot is at your own risk; you agree that Management has not received any tendered payment until it is in the hands of a member of the Management staff and that the use alone of the night-drop box or slot does not constitute delivery of the rent payment, notice or correspondence, or return of keys and other indicia of possession. You further agree to completely fill out the form of payment and include thereupon your name, apartment unit, and name of the Project.

Resident's Initials: A. _____ B. _____ C. _____ D. _____

7. Utilities:

Resident will responsible for the following utilities, thru a utility provider:

Electricity Gas Internet/Cable TV Water & Sewer Trash Other _____

You'll pay for all utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be Disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If you fail to transfer all utilities for which you are responsible under this Rental Agreement into your name, we may give you 10 days' notice of default, and if you have failed to transfer the utilities into your name at the end of that 10-day period, we may disconnect utilities without further notice to you. In addition you will be billed back for any utilities the property paid on your behalf during the time the utilities were not in your name. If the resident delays getting service turned on in the resident name by Rental Agreement commencement or the resident causes it to be transferred back into the owner's name before the resident surrenders or abandons the unit, the resident shall be liable for a \$50 administrative charge, plus the actual or estimate cost of the utilities used while the utility should have been connected in the resident's name. Cable channels that are provided may be changed during the Rental Agreement term if the change applies to all residents.

Electricity- If you are responsible for electricity, you hereby disclose your account number as [] APS SRP 559-657-001.

8. Utility Billing- Water/Sewer/Trash/Pest Control may be billed back to the resident on a flat monthly rate and will be listed in paragraph five (5) under Monthly Rental Charges as Flat Rate RUBS. Any utilities that are sub metered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Rental Agreement in compliance with state agency rules or city ordinance. Upon ninety (90) days' written notice management may alter the method or flat rate by which utilities are charged.

9. Notice to Non-Renew Lease: Either party to this lease may elect to not renew the lease by providing written notice to the other party no fewer than sixty (60) days in advance of the conclusion date of the term or, if this lease has progressed into a month-to-month tenancy, no fewer than sixty (60) days in advance of the next month-to-month period. If you vacate at the end of your lease term but fail to provide written notice of termination at least sixty (60) days in advance of the conclusion date, your lease shall continue on a month-to-month basis.

Resident's Initials: A. _____ B. _____ C. _____ D. _____

10. Rules and Regulations: You have received a copy of the Rules & Regulations of your Project and understand that they are incorporated herein and become a part of the Lease. These rules and regulations apply to both you and to your guests. We may modify and amend the rules and regulations by providing thirty (30) days' advance written notice of the changes. You are responsible for any charges levied against the Owner or Management by Owner Associations which were levied as a result of your actions.

11. Refundable Deposits and Return of Possession of Premises: Management holds the security and other refundable deposits, in its trust account. No interest on these deposits shall accrue to your benefit during the term of your possession of the Premises. Upon your move-out, you agree to return the Premises in good and clean condition and return to Management all keys, access devices, and other items Management provided to you at the start of your possession of the Premises. The disposition of your security and other refundable deposits will occur within fourteen (14) days after you vacate the Premises. Management shall deduct from those deposits all unpaid rent, NSF check charges, late fees, extraordinary cleaning charges, damages, stain removal or flooring replacement charges, and \$20.00 for each key you fail to return. Application of deposits will not limit Management from exercising all other legal rights should you violate this Lease.

Resident's Initials: A. _____ B. _____ C. _____ D. _____

12. Non-Refundable Fees: The non-refundable fees charged to you are those described below:

- a. The administration fee will be used to offset Management's expenses relating to the preparation of this Lease.
- b. The application fee has been used to offset those expenses incurred by Management to process your Lease Application.
- c. The pet fee was assessed for the privilege of having a pet within the community and to defray any affects that pet may have upon the Project's insurance costs. The pet fee shall not be construed as covering or used to offset damage caused by the pet.

13. Condition at Initial Occupancy: You have examined and know the condition of the Premises and have received it in good order and repair except as otherwise specified. No representations as to the condition or repair of the Premises have been made by Management or its agents prior to the execution of this Lease, other than those expressed in this Lease. You shall have twenty-four (24) hours after the time of occupancy to give Management written notice of any defects or needed repairs on the unit. This notice shall be given only on the "Move-In-List." If no notice is given at that time, then you are conclusively presumed to have received the Premises in good order and repair. You further agree to maintain the Premises, and any furnishing and other property included therein, and to redeliver them on the termination of this Rental Agreement in the same clean and serviceable condition as when delivered, reasonable wear and tear excluded. You agree to pay promptly for all costs of repair, replacement or maintenance of the Premises, Project facilities, or grounds necessitated or caused by the intentional or negligent acts or omissions of you or your guests. These costs are to be treated as additional or accrued rent and are due and payable at the time incurred.

Vinyl Plank Flooring- certain communities have vinyl plank flooring in the apartments. A departure from traditional flooring such as carpet or linoleum, vinyl plank floor is considered to be nosier than these other materials. Should your apartment have vinyl plank flooring Management strongly recommends you utilize area rugs throughout your apartment. Resident agrees to hold Management harmless for claims arising from or relating to noise related to the vinyl plank flooring.

14. Care for the Premises. You may not make any alterations to the Premises, including painting or making repairs, without the prior and express written consent of Management. You agree that you will be responsible for the restoration/repair of any alterations you make and that any alterations may be considered, at the discretion of Management, a material breach of this Lease. Additionally, you understand and agree that you will be responsible for the repayment to Management of the costs related to making repairs (e.g., replacement of a broken window), for service calls (e.g., drain clearing), or for after-hours service (e.g., key replacement/lockout services) where such events are not caused by error or omission by Management. You hereby agree to flush nothing but human waste and toilet tissue down the sewer line and never to put cooking grease down the drain. All costs and/or damages resulting from clogged toilets, overflowing sinks or bathtubs, due to neglect or misuse shall be the resident's financial responsibility. All damage charges are due with the following month's rent payment.

15. Pet Policy: You agree not to bring any pet on the property without a Pet Agreement signed by Management. If you or your guest has a pet on the property without a signed Pet Agreement, Management may, at our option, either terminate this Lease or assess a \$300.00 non-refundable violation charge. Pets are not allowed on the property, even temporarily, without a signed pet agreement. Prior to obtaining a pet you must: (1) check with Management to determine if pets are allowed and under what conditions; (2) arrange for inspection of the pet; (3) sign a Pet Agreement; and (4) pay any required pet deposit and/or pet rent. If you keep any animal on the Premises unattended for more than twenty-four (24) hours, Management will remove the pet to the Animal Control without notice. The pet security deposit shall be added to the original security deposit, and will be retained or refunded as provided herein.

Number of Pets, Breed of Pet(s), and Name(s) of Pet(s) hereby permitted:

Pet Name	Pet Type	Pet Breed
N/A	N/A	N/A
N/A	N/A	N/A

16. Abandonment: If resident has abandoned the Premises as described in A.R.S. § 33-1370, personal property left within the Premises or on the grounds of the Project after the abandonment may be disposed of by Management. If the value of those items are such that the recovery from their sale will be less than the cost of their storage and subsequent sale, Management may dispose of them at its discretion.

17. Use of the Premises: The Premises may be occupied by only those persons named in this Lease and no others. You will use the Premises solely for dwelling purposes. You must obtain written consent prior to any individual occupying the Premises in excess of five (5) days in any month. The granting or withholding of written consent shall be at Management's sole discretion. If Management consents to continued occupancy by any individual, you agree to pay reasonable additional rent as established by us, and said individual will execute a Lease prior to their continued occupancy.

18. Insurance & Risk of Loss of Resident's Property: You acknowledge and understand that any property or liability insurance coverage purchased by Management or Owner is not intended to and will not protect against any loss or damage, including but not limited to burglary, vandalism, fire, smoke, flood, or any other perils, to your personal property or belongings or protect against any loss or damage resulting from your actions or omissions or those of your guests or invitees.

Resident shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport/parking lot, designated storage areas or anywhere on the Residential Community. Residents agree not to hold Owner, Management, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks and/or pipe backups, hail, ice, snow, lighting, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism). Residents understand and agree that Residents; any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by the Owner or the Owner's agents.

You also understand that, by not having renter's or personal liability insurance of your own, you may be liable to third parties and to Management or Owner for certain losses, and understands that you should not expect Management or Owner to be responsible for such losses. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks, roof leaks, and the like.

Additionally, you are:

Required to purchase the property damage liability waiver. You acknowledge that you are required to obtain the "Property Damage Liability" prior to taking possession of the residence. Evidence of the insurance coverage shall be provided by way of a Certificate of Insurance issued by the insurance carrier(s) affording coverage to you and shall be in an amount of not less than \$100,000. Such Certificate(s) shall name Management as Certificate Holder. You further agree the failure to maintain property damage liability insurance throughout the term of the lease constitutes a material breach. The property damage liability waiver is not a renter's insurance policy; we strongly recommend you obtain your own renter's insurance policy.

Not required to purchase property damage liability waiver. You are fully responsible for accidental damages caused by your accidental and negligent acts or omissions. If you are not required to obtain the property damage liability waiver, it is strongly suggested that you obtain such a policy.

If no box is checked, the property damage liability waiver is not required.

You further agree to save Management and Owner harmless from any and all claims, losses, demands, or other liability whatsoever, for any damages or injury however suffered by or occurring to any person, including, without limitation, guests at the Project, which arise or are caused by any act of commission or omission of yours or your occupants, family, guests, invitees or animals. Notwithstanding anything in this paragraph to the contrary, you do not agree to the exculpation or limitation of any liability of Management or Owner arising under law or to indemnify the same for that liability or costs connected therewith.

Resident Loses: You understand that Management's and/or Owner's Insurance does not cover me or my belongings from losses caused by wind, flood, fire, rain, theft or other unfortunate events such as electrical, hot water heater, laundry, washer, dishwasher, boiler line, or other plumbing leaks, sewer back-ups or roof leaks. I understand it is in my best interest to purchase an all-risk renter's insurance.

Resident's Initials: A. _____ B. _____ C. _____ D. _____

19. Assignment and Sublease: You agree not to sublet the Premises or assign any interest without our express written consent which shall be at our sole discretion, and any attempted assignment or sublease without consent shall be void, without effect, and a breach of this Lease.

20. Access for Inspection and Repairs: Management may at reasonable and proper times enter the Premises to inspect, make necessary repairs, alterations, provide preventative maintenance or make improvements, supply necessary or agreed services or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors as permitted by A.R.S. §§ 33-1343, 33-1369, and 33-1376.

21. Parking Policies: You agree that only these vehicles identified below may park on the property without separate written consent from us:

	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>License Plate</u>	<u>State</u>	<u>Space #</u>
1.						332
2.						N/A

Management may, at its option, assign parking spaces or areas for you and your guest. Management may also designate: (1) No Parking Areas and (2) whether and where trailers, boats or campers may be parked. Inoperable abandoned or unauthorized vehicles will be towed away at owner's expense after 24 hour notice is posted on the vehicle. Residents or guests may not repair, wash or change the oil of vehicles on Project grounds. Vehicles may not be parked backed into a parking space. Vehicles on the property must show current registration. Motorcycles may not be parked outside parking spaces.

22. Disclosures: In compliance with the provisions of A.R.S. § 33-1322, Management hereby makes the following disclosures:

a. The Manager of this Project and the Premises is:

Name: Carly Ayers

Address: 6131 W. Thomas Rd. Phoenix, AZ 85033

Telephone Number: 623-245-0568

b. The agency authorized for the purpose of service of process and for the receipt of notice is:

Consolidated Asset Management, Inc.
301 E. Bethany Home Road, STE. B-140
Phoenix, AZ 85012

c. A free copy of the *Arizona Residential Landlord and Tenant Act* is available from the Arizona Department of Housing's website at https://housing.az.gov/documents-links/publications?tid_2=615

d. For communities located within the borders of Tempe, a free copy of the *Tempe Rental Brochure* may be obtained from the City's website at <http://www.tempe.gov/home/showdocument?id=6232>. By signing this lease, you agree that you have received sufficient notification and taken receipt of the *Brochure*.

23. A.R.S. § 33-1314(F) Designation: In the event that you pass away during the term of this Lease, you hereby designate the following individual to take possession of the Premises and remove your personal property items:

Name: Monica Bell

Address: 617 delaware ave, norfolk, VA 23508

Telephone Number: 7576232845

24. Default: Tenant agrees to comply with all of the terms of this Lease, the Rules and Regulations, as they may be amended from time to time, all statutes, regulations and ordinances of governmental authorities which may apply or relate to the tenancy created hereunder, including, without limitation, the Arizona Residential Landlord and Tenant Act. In the event of your default, Management is entitled to all remedies provided in law, included, without limitation, those provided in the Act.

(a) **Breach of Lease; Liquidation of Remaining Term:** In addition to those rights and remedies available to Management at law, in equity, and as set forth in this Lease, in the event that you fail to fulfill the full term of this lease you agree to (1) repay to Management any and all concessions that were previously granted to you and (2) that, as Management's damages under this Lease for your failure to fulfill it may be hard to evaluate and quantify, you agree that Management may liquidate the remaining term of the lease at a value equal to two times the Total Rent and charge the same to you.

25. Other Remedies: In the event Resident fails to pay any amount authorized by the terms of the lease including any outstanding utility charges or damage assessments following Resident's surrender of possession and, after demand for payment from Resident, the outstanding balance is sent to collections, Resident shall be liable to management for all and any collection fees, court fees and attorney cost on any and all sums due under their contract (hereinafter "Collection Fee"). The Collection Fee is intended to compensate Landlord for any and all costs associated or incurred in the transferring the matter and all supporting documents to a collection company for further processing.

26. Early Termination of Lease: You may elect to cancel your continuing obligations under this Lease by providing to Management written notice at least sixty (60) days in advance of the intended date of your surrender of possession. The notice must be accompanied by payment, via certified funds, of (a) rent through the conclusion of the notice period, (b) any rental concession provided at the commencement of the Lease, and (c) an early termination "buyout fee" equal to two month's Total Rent. Compliance with this Section will release you only from any rental obligations under the Lease beyond the effective date of this Early Termination. You must comply with all other terms of this Lease through that date; Management shall retain all remedies for non-compliance and you shall be liable for non-compliance damages.

27. Military Release: Notwithstanding any other provision in this Lease, in the event you enlist in the United States Armed Forces, receive permanent change of duty station or deployment orders for a period of one hundred eighty days or more, or are honorably discharged or retire from the United States Armed Forces, you may terminate this Lease by providing Management with written notice of your intent to terminate and a copy of your orders. The termination of this Lease will be effective thirty (30) days from the date you deliver your written notice and orders to Management. You will be also responsible for the payment of rent on a *pro rata* basis through the effective date of termination (the "effective date" being either the date referenced in your written notice or thirty days after you deliver both notice and orders to Management, whichever is later). However, you will not need to repay any concessions previously received by you, and your lease will be deemed concluded as of the effective date of termination. Please be aware that being ordered to reside in on-base quarters for your current duty station or any other military facility within the metropolitan area of this Project shall not be considered a valid event for this section.

28. Commitment to Fair Housing: Management is fully committed to complying with the letter and the spirit of all state, federal and local fair housing laws. Those laws prohibit discrimination against any person because of that person's race, color, religion, sex, age, national origin, familial status, or physical or mental disability.

29. Harassment: Harassment because of race, color, religion, sex, age, national origin, familial status or disability is a violation of the Fair Housing Act. Any person who believes he/she has been subjected to harassment is encouraged to promptly report the conduct to Management, either to the on-site Manager (listed in Section 16(a)) or to Management at its corporate office (listed in Section 16(b)). No person will be subject to retaliation or other adverse action for reporting such harassment. Management considers harassment a serious offense and will promptly investigate any such reports. Persons who engage in harassment are subject to penalties up to and including termination of tenancy or termination of employment.

30. Reasonable Accommodations: Reasonable accommodations are changes in rules, policies, practices or services that are reasonably necessary to provide a person with a disability an equal opportunity to use and enjoy a dwelling. If you need an accommodation, you should notify Management that you are requesting an accommodation, the nature of the accommodation you requested, and a brief explanation of why you need the accommodation. Management reserves the right to seek other information, including medical information, if it concludes that it needs such information to determine whether the requested accommodation is reasonable. If Management determines that you need the accommodation, Management will grant the request unless doing so will impose an undue hardship, including an undue financial or administrative burden, or will substantially change the nature of the program that the Project offers.

31. Reasonable Modifications: Reasonable modifications involve structural changes to the Premises that are reasonably necessary to provide a person with a disability an equal opportunity to use and enjoy a dwelling. No structural changes may be made without the approval of Management. If you need a modification to the dwelling because of a disability, you should contact Management. Management reserves the right to seek other information, including medical information, if it concludes that it needs such information to determine whether the request for a modification is reasonable. If a modification request is reasonable, Management will grant that request subject to the requirements: (a) that the modification is done at your expense; (b) that the modification is performed in a workmanlike manner; and (c) that if the modification will affect a subsequent tenant's use or enjoyment of the Premises, that you will agree to restore the unit to its original condition at the end of your lease, reasonable wear and tear excepted.

32. Crime Free Policies: You understand and acknowledge that crime can occur in every part of town and every segment of life. No community can or should be considered completely safe and/or free from criminal activity. Resident's, Resident's occupants, guests, invitees, or other persons affiliated with Resident at or near Resident's apartment home: a) shall not engage in criminal activity, on or near the said Apartment. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell or distribute or use of controlled substance (as defined in Section 102, or the controlled substance Act (21 USC 8802); (b) shall not engage in any act intended to facilitate criminal activity; (c) shall not permit the apartment home to be used for, or to facilitate criminal activity; (d) shall not engage in the unlawful selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the apartment home; (e) shall not engage in any illegal activity, including but not limited to, prostitution as defined in A.R. S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms , on or near the apartment home or the Community, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the Community and/or Management, its authorized agents or other residents or involving imminent or actual serious property damage, as defined in A.R.S 1201368. Violation of these provisions shall be a material and irreparable breach of the Rental Agreement and shall constitute good cause for immediate termination of the Rental Agreement pursuant to A.R.S. 33-1377, as provided for in A.R.S 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of evidence. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws (so long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement).

33. Security: You hereby acknowledge and agree that Management has not promised and is under no obligation to provide security arrangements for the Project, the Premises, and the residents and guests thereof. You agree to look solely to the appropriate authorities for such services. Management is not responsible for any criminal act of a third party that results in damage or loss to your (or your guest's) property or in injury to your (or your guest's) person. While Management may provide, from time to time, courtesy patrol services, you acknowledge that you cannot and will not rely upon the courtesy patrol for security and, furthermore, that by providing courtesy patrol Management is not assuming any duty for safety or security for you.

34. Contractors: You understand and agree that Landlord has no obligation or liability for the acts or omissions, whether negligent or otherwise of any agent or employee of the contractors or service providers. You have been informed and understand and agree that Resident's personal safety and security of the Resident's personal property is the Resident's responsibility.

35. Enforcement and Severability: In the event that legal proceedings are commenced to enforce, dispute, or resolve any obligation set forth in this Lease, or any incident arising from or relating to your tenancy, the parties agree that the prevailing party shall be entitled to recover its taxable court costs and reasonable attorneys' fees. Additionally, Management and you both agree that if litigation is commenced, you waive a jury trial. Moreover, should any provision of this Lease be held unenforceable or invalid by a court of competent jurisdiction, the parties agree that it shall be severed from this Lease and that all other provisions shall remain in effect.

36. Lead-Based Paint: Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards, especially to young children and pregnant women. Lead exposure is harmful and may produce permanent neurological damage. You may obtain a copy of the U.S. Environmental Protection Agency's "Protect Your Family from Lead in Your Home" pamphlet by visiting its website at <http://www.epa.gov/lead/pubs/leadpdf.pdf>. The Project and Premises were constructed [X] in or after 1978 with no lead-based paint, [] prior to 1978 but Management is unaware of any lead-based paint, or [] prior to 1978 and Management is aware of the presence of lead-based paint hazards disclosed as follows: _

37. Mold: Mold is a part of our environment and can be found both outside and inside our homes, whether the structures are new or old. Molds and fungi are found nearly everywhere. It can grow when there is an excessive amount of moisture. Airborne mold spore concentrations can become a problem when large areas are wet for prolonged periods. There are currently no definitive scientific findings regarding the amount of mold that might constitute a health risk.

Because you are the occupant the Premises, Management must rely on you to inform it of any water penetration, leaks, floods, or moisture problems. You hereby agree to notify Management immediately of any leaks from air-conditioning, heating, or plumbing systems within your apartment. You further agree to notify Management of the discovery of any mold or fungus growth within the Premises.

The suggestions listed below may aid in minimizing the potential of mold growth. The failure to follow these guidelines can result in you being held responsible for damage to the Premises, Project, and/or other residents' property and any resulting health problems.

- Keep your apartment clean, especially in kitchens and baths. You will be expected to clean any mold accumulation around your tub or tile and grout surfaces, using a household biocide.
- Clean or remove any visible moisture from surfaces such as windows, walls, ceilings, floors, and countertops as soon as possible.
- Leave bathroom doors open after showering to allow moisture to dissipate.
- Immediately notify Management of any leaks from air-conditioning, heating, or plumbing systems within your apartment.
- Immediately notify Management of any recurring water penetration around windows, doors and ceilings.
- Immediately notify Management if you see or smell on walls, ceilings, inside closets or cabinets.
- If your personal belongings have been exposed to prolonged moisture and mold is suspected, use a vacuum cleaner with a HEPA (high-efficiency particulate air) filter to remove mold products from porous surfaces such as upholstered furniture, rugs, carpet, and drapes after they are dried. Additionally, wash or dry-clean clothing and linens (such as bedding and towels) to remove mold.

38. Pest Control: Residents shall report the need for pest control to management. You agree to cooperate with the pest control service and abide by guidelines given by the pest control service or management. Fees incurred because you have not followed the guidelines given will be your responsibility to pay and due with your next month's rent.

39. Bed Bugs: You hereby acknowledge receipt of the Bedbug Information Pamphlet provided with this Lease pursuant to A.R.S. § 33-1319. Residents have an affirmative duty to inspect the Leased Premises and notify Management of the presence or infestation of insects, including bed bugs, within forty-eight (48) hours of the Residents taking possession of the Leased Premises. Absent this timely notice to Management, Residents acknowledge and confirm the Leased Premises are free of the presence or infestation of insects or bed bugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of infestation of insects or bed bugs. If Residents allow individuals or items carrying bed bugs into the Leased Premises, or have infestations that cannot be tracked to another source, such will be deemed damage to the Lease Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

40. Satellite Dishes/Antennas: Under a Federal Communications Commission (FCC) order and subject to FCC restrictions, you have a right to install a transmitting or receiving satellite dish or antenna for the Premises. Management is permitted by the FCC to impose reasonable restrictions relating to installation and you must comply with these restrictions as a condition of installing such equipment, as follows:

(a) **Number and Size:** You may install one (1) satellite dish or antenna on the Premises. Such satellite dish may not exceed one meter in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited. **EXCEPTION:** If Management has installed and made available a central satellite dish for use by all residents, then you may not install your own satellite dishes.

(b) **Location:** Your satellite dish or antenna must be located (1) inside the dwelling unit; or (2) in an area outside the dwelling unit such as a balcony, patio, yard, etc. over which you have exclusive use under the Lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other residents are allowed to use. A satellite dish may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

(c) **Safety and Non-Interference:** Any installation

- Must comply with all applicable ordinances and laws and all reasonable safety standards;
- May not interfere with Management's cable, telephone or electrical systems or those of neighboring properties;
- May not be connected to Management's telecommunications systems; and
- May not be connected to Management's electrical system except through a 110-volt duplex receptacle.

If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of the following three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the boundaries of the Premises (such as a balcony or patio railing); or (3) as approved by Management in writing. No other methods are allowed. Management may require reasonable screening of the satellite, such as by plants.

(d) **Installation:** All installations must be performed in a manner as not to cause legitimate safety concerns, including but not limited to danger of falling, proximity to power lines, and danger of permanent damage to the structure. All installations must be performed in full compliance with all applicable statutes, rules and regulations. If permits are required, you are responsible for obtaining all such permits prior to installation. You may not damage or alter the leased premises and may not drill holes through outside walls, doorjamb, windowsills, etc. If your satellite dish is installed outside of the dwelling unit, such as on a patio, balcony, or yard, the signals received may be transmitted to the interior of the dwelling only by the following methods:

- Running a flat cable under a doorjamb or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window;
- Running a traditional or flat cable through a pre-existing hole (that will not need to be enlarged to accommodate the cable);
- Connecting cables through a window pane, similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window;
- Wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or
- Any other method approved by Management in writing.

(e) **Safety:** In order to assure safety, the strength and type of materials used for installation must be approved by Management. Installations must be performed by a qualified person or company approved by Management. Management's approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

(f) **Maintenance and Upkeep:** Maintenance and upkeep of the satellite dish, antenna and related equipment is solely your responsibility.

(g) **Removal of Equipment:** At the conclusion of your tenancy, you must remove the satellite dish, antenna and all related equipment from the dwelling. You acknowledge and agree that you are responsible for any and all damages to the unit incurred by the installation, retention, maintenance or removal of the satellite dish, antenna and/or any related equipment and that you must pay for any damages beyond normal wear and tear, including the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the equipment installation.

(h) **Indemnification to Owner and Management:** You agree to indemnify Owner and Management against any claims arising out of an injury to any person or property that occurs because of your installation, use, retention or removal of such satellite dish, antenna or related equipment. Management recommends that you obtain a separate policy providing liability insurance to protect against claims of personal injury and property damage to others related to your satellite dish and related equipment.

41. Release and Consent: I may wish to participate in activities at the Apartment community, including but not limited to:

Spa or hot tub, sauna, swimming pool, playground, fitness room, fitness equipment, barbeques, tennis court, soccer field, racquetball court, squash court, volleyball court, basketball court, sport court, tanning bed, pet park, all other community amenities and other actives, including management sponsored events.

I agree to exercise due care for my safety at all times, and I assume all risks associated with or incidental to the activities named above. In consideration for my being permitted to participate in such activities, I release and discharge the above Apartment community, its owners, managing agents, officers, directors, agents, employees, and assigns from all present and future claims and liabilities resulting from my participation or involvement in any of the above activities, including but not limited to property damage and personal injuries. Resident here by assumes for him/herself, family, occupants and guests any and all risks associated with the use of the all community amenities and facilities and agrees management shall not be liable for any harm sustained by Resident, their family, their occupants, or their guests in connection with said risks. Resident further understands and agrees that the use of any facility or amenity on the Apartment Community is restricted to Resident and occupants, and that express consent must be given by Management prior to another person's use of such facility or amenity.

I will refrain from participation in such activities if my health, medical condition, medical treatment, or prescription medicine makes such activities dangerous for me. I give management permission to summon or provide, at my expense, medical personnel or treatment in connection with such activities-but management will have no duty to do so. If I need medical attention I consent to all necessary treatment and authorize all steps necessary to treat any injury or condition.

42. Other Provisions:

43. Agreement and Acceptance: You agree: (1) to live within the spirit and letter of this entire Agreement (including Rental Application, Rules and Regulations, Pet Agreement, and all Addenda); (2) that each obligation of this Lease is material and violation of any obligation entitles Management to terminate this Lease and/or exercise other lawful rights; and (3) except as allowed by law or as set forth herein, this Lease shall not be modified except as through written instrument signed by both you and Management. (4) that you have not received any oral representations from owner or management which are inconsistent with or not contained in this Rental Agreement, the addenda attached to the Rental Agreement, or in the Rules & Regulations. If you have received any such oral representations, you agree that you did no rely on them to decide to enter in the Rental Agreement, addenda or Rules & Regulations. All spaces are filled in or marked "Not Applicable (N/A);"

Resident _____

Date _____

Resident _____

Date _____

Resident _____

Date _____

Resident _____

Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____

Date _____



APPLIANCE ADDENDUM TO RENTAL AGREEMENT

This Appliance Addendum (hereinafter referred to as "Addendum") hereby modifies the Rental Agreement (hereinafter referred to as "Lease") entered into by and between Consolidated Asset Management, Inc. (hereinafter "Management"), as agent for the Owner, and the individuals identified in the Lease (hereinafter collectively "Resident"). Where there exist conflicts between the terms and provisions of this Addendum and the Lease, those set forth herein shall supersede, prevail, and be controlling.

A. APPLIANCES: Management hereby provides to Resident, in exchange for the below-described monetary obligation, appliances described as the following: .

B. APPLIANCE RENT: For the privilege of having the above-described appliance(s) in the leased premises, Resident agrees to pay to Management the monthly sum of **\$0.00**. This sum is in addition to the premises rent or any other monthly monetary obligations, is due and owing as additional rent, and is part of the total monthly obligation due from Resident on or before the formal date upon which rent is due. The failure to include this Appliance Rent along with the other portions of the Total Monthly Rent may be deemed by Management as a non-complying partial payment and, as such, may be rejected.

C. DURATION: Management agrees to supply the appliance(s) to Resident for the duration of the term of the underlying Lease.

D. OWNERSHIP OF APPLIANCES: Owner, not Resident, is the owner of the appliance(s). This agreement transfers no rights of ownership in the appliance(s) or any other Management-supplied furnishings to Resident.

E. CONDITION AND CARE OF FURNISHED APPLIANCES: Resident acknowledges that, at the commencement of the term of the residential lease agreement, the appliance(s) are in good condition and good working order. Resident is responsible for the care of the appliance(s) and shall be liable for any damage to the appliance(s) except for defects or malfunction not caused by Resident. In the event of a non-Resident caused malfunction or defect, Management shall repair or replace the appliance(s) without charge to Resident.

F. NO UTILITIES SUPPLIED WITH APPLIANCES: Except for utilities already supplied by and paid for by Management, as defined in the Lease, Management shall not supply any additional utilities at its own cost to Resident for the appliance(s).

G. ACCEPTANCE:

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------



CONCESSION ADDENDUM TO RENTAL AGREEMENT

Community Name: Brookside Apartments Apartment 2034

This Addendum to the Rental Agreement is hereby entered into by and between the parties to the residential lease contract. Through the agreement set forth herein, the terms and conditions of the residential lease contract shall be modified, and where Addendum and residential lease contract (including all other addenda) conflict, the provisions set forth in this Addendum shall supersede and be controlling against all concurrently or earlier-in-time signed provisions.

1. Upon the execution of this Addendum, Resident (as defined in the residential lease agreement) shall receive from Management (as defined in the residential lease agreement) the concessions and/or move-in specials referenced below.
2. MOVE IN CONCESSION: Management hereby provides to Resident, and Resident hereby receives from Management, a concession against the rent for the first month of the term of this lease. The value of this concession is \$0.00.
3. RENEWAL CONCESSION: Management hereby provides to Resident, and Resident hereby receives from Management, a concession against the rent for the renewal of the lease agreement a one-time concession. The value of this concession is \$0.00.
4. Resident hereby understands, acknowledges, and agrees that Management hereby provides the above described concessions and/or move-in specials as inducements to lease and for the full and faithful performance of all contractual terms and obligations by Resident, and that should Resident fail to fulfill the full term of said contract, Resident shall repay the full value of said concessions and/or move-in specials received to Management immediately.

Resident shall be responsible for this repayment for such reasons including, but not limited to, eviction, early surrender, and abandonment prior to expiration of the lease term.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------

Enclosed Garage, Carport, or Storage Unit Addendum

Community Name: Brookside Apartments

Apartment 2034

Resident(s) Breann Miller

1. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*

- | | | | |
|-------------------------------------|---|------------|---------------------|
| <input type="checkbox"/> | Garage or carport attached to the dwelling; | | |
| <input type="checkbox"/> | Garage space number(s) | _____ | ; |
| <input checked="" type="checkbox"/> | Carport space number(s) | <u>332</u> | <u>N/A</u> ; and/or |
| <input checked="" type="checkbox"/> | Storage unit number(s) | <u>N/A</u> | <u>N/A</u> |

The monthly rent in paragraph 5 of the Rental Agreement covers both the dwelling and the checked area(s) above. All terms and conditions of the Rental Agreement apply to the above areas unless modified by this addendum.

2. **Security Deposit.** An additional security deposit of 0.00 will be charged for the checked areas above. We will consider this additional security deposit a general security deposit for all purposes. The security deposit amount in paragraph 5 of the Rental Agreement *(check one)* does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Rental Agreement.

3. **Additional Monthly Rent.** Your total monthly rent (as stated in the Rental Agreement) will be increased by 0.00. The monthly rent amount in Provision 5 of the Rental Agreement *(check one)* includes does not include this additional rent.

4. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Rental Agreement may not use the areas covered by this addendum. No plants may be grown in such areas.

5. **No dangerous items.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

6. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

7. **Garage door opener.** If an enclosed garage is furnished, you will be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

8. **Security.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

9. **Insurance and loss/damage to your property.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

10. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Rental Agreement.

11. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

12. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Rental Agreement, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Rental Agreement apply to areas covered by this addendum.

13. **Other Provisions.** The following special provisions control over conflicting provisions of this printed form:
N/A

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------

LEASE ADDENDUM FOR PEST CONTROL

Whereas, Resident and Management desire to add the following terms and conditions to that certain Lease dated 07/10/2020, between (Resident) and (Management), for the premises known as Brookside Apartments (Premises).

Due to the growing concern regarding bedbugs, the parties have entered into this Addendum to set forth a clear understanding of the responsibilities of both Resident and Management under the Lease Agreement. It is our desire that by setting forth these mutual responsibilities as part of our Agreement, the parties can minimize the costs, inconveniences and misunderstandings that often result from pest infestation.

For purposes of this Addendum, "bedbugs" or "pests" means any insect of the genus *cimex* (including, but not limited to, *cimex /ectularius*), and/or eggs. "Pest infestation" means the presence of pests that may materially affect the health and safety of residents and their guests.

Consistent with this desire, Resident and Management agree as follows:

1. Management and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, Management will not enter into any Lease Agreement to lease a unit that Management knows is infested.
2. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the premises are acceptable, in good condition and pest free.
3. After move-in, Management will take immediate steps to address any identified infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of this need for prompt action to avoid any further infestation, Resident shall report any actual or suspected infestation within forty-eight (48) hours. Pursuant to the requirements of the Arizona Residential Landlord and Tenant Act, all such reports must be in a written or electronic format.
4. Because pests may be unknowingly present in a unit, or may be innocently introduced into a unit through no fault of any person, Resident and Management agree that it may be impractical or impossible to determine the cause of any infestation. Therefore, except as set forth in paragraphs 5, 6 and 7 below, the parties will conduct mutual actions to address any pest situation without concern as to the cause.
5. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with bedbugs. Resident acknowledges that used or second-hand furniture is the primary way that bed bugs are spread. Resident agrees to not acquire or purchase used or second-hand furniture. Resident acknowledges that sharing vacuum cleaners is another highly possible way to spread bed bugs. Management strongly advises Resident not to share such items with other Residents.

6. In the event that there is a bedbug infestation in Resident's apartment, Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to Management, in a written or electronic format, within forty-eight (48) hours, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

7. The parties agree that Resident shall be liable for the costs of eradication in the event that Resident, or its occupants or guests, violates paragraphs 5 or 6 above. If Resident allows a severe Infestation to develop or fails to fully cooperate with the treatment plan, then Resident is responsible for the cost of all follow-up treatments as well as the cost of treatments for neighboring units where the infestation has spread. In the event of Resident's negligence in failing to notify management or its failure to fully cooperate with the treatment plan, Resident is also liable for any reasonable actual damages resulting from its conduct.

8. Resident and Management further agree that any violation of this Addendum constitutes a material violation of the Lease, and Management may terminate Resident's right to possession upon issuance of a five (5) day notice for a health and safety violation. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Management of evidence of any pest infestation, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

9. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Management shall visually inspect the unit for household pests, preferably within forty-eight (48) hours, and should a pest infestation be Identified, shall begin the process of controlling the household pests within ten (10) days of such notice. When Management requires access to a dwelling unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least twenty-four (24) hours notice to Resident, in writing, that Management requires such immediate access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the sole purpose of acting on the inspection or extermination request. Management will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.

10. If Resident promptly notifies Management and cooperates with Management and/or Management's pest control company and the unit is either re-infected or the initial treatment is ineffective, Management will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment Resident agrees to pay

\$ _____ (If no amount is filled in, Resident shall be billed for the actual cost of service.).

11. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, officers, and/or directors are not liable to Resident for any damages caused by pests, including, but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees, officers, and directors, are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended and/or required, but it may also exclude coverage related to pest infestation issues.

12. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.

13. Management agrees that it will attempt to make reasonable accommodations in the event that any disabled Resident requests such an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time that the pest control service is requested or when Resident receives notice that it will be provided, whichever is earlier. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be alternative, effective means of eradication, and in those circumstances, Management must use the eradication services that are effective in dealing with the infestation.

14. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Management and Resident.

By signing below, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that landlord has provided to them a copy of an Informational handout advising them how to identify bedbugs, description risk factors for infestations, and a description of measures that may be taken to prevent and control an infestation.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------

Pet Addendum to Rental Agreement

Community Name: Brookside Apartments Apartment 2034

Resident(s) Breann Miller

Management allows Resident to keep a pet on the premises providing Resident understands, accepts and agrees to abide by Management's current Pet Policy as described below & as it may be revised at any time.

Management reserves its right to determine any default of this agreement on the part of Resident regarding the Pet Policy and to respond to such default by revoking permission hereby granted. Resident agrees to permanently remove the pet from the premises immediately after receiving such notice that permission has been revoked.

PET POLICY

1. Resident shall keep only the type, size, and number of pets authorized by the Property Manager at the signing of this Addendum. Any change in Resident's pet status must be reported to the Property Manager for approval and authorization. There is a maximum number of 2 pets allowed per unit.
2. As an addition to the Security Deposit for the leased apartment, Resident shall pay a refundable Pet Deposit in the amount of \$0.00. The non-refundable pet administration fee of \$0.00 will not be returned under any circumstances. In addition to these deposits, a monthly pet rent of will be charged per pet.
3. If a Resident acquires an animal during the lease term, Resident must get PRIOR approval from the Property Manager; pay the animal deposit and the additional pet rent.
4. The Lessee (Resident) agrees that this animal is not one of the following breeds or mixed breeds: Rottweiler, Pit Bull Terriers/Staffordshire Terriers, Doberman Pinschers, Presa Canarios, Alaskan Malamutes, Rottweiler, Akitas, Wolf-hybrids, Dalmatians, German Shepherds or Chows.
5. Resident understands that he/she is responsible for any and all damages and clean up charges caused by the pet(s) in the community, common areas, or apartment and will indemnify and hold harmless Landlord, from, and against any and all claims arising because of the pet(s).
6. The weight limit for pets at this community is 50 pounds full-grown weight. Resident hereby agrees the pet does not exceed the weight limit at this time, and if not full grown, will not exceed the weight limit in the future.
7. Resident shall not at any time allow the pet to be outside of the apartment without a leash and without the immediate presence and control of a responsible person. Any pets found on the premises without a leash and without a Resident available or willing to retrieve it, shall cause appropriate officials to impound the pet. In the event violations of this policy occur, a \$25.00 fine will be imposed on the first violation. Subsequent violations will be increased to \$50.00. In the event a third violation occurs, Management will consider the Resident to be in default, and permission to keep a pet on the premises will be revoked.
8. The Lessee (Resident) fully understands and agrees that should the animal become annoying, bothersome, or in any way a nuisance to other residents, or to the apartment operation, the Resident will immediately, upon written notice from the Lessor (Owner), remove the animal from the premises or vacate the apartment.

9. If at any time, the pet deposits waste droppings on the property, Resident shall IMMEDIATELY remove and properly dispose of the droppings. Patios, balconies, yards and apartments must be kept clean of animal droppings. In the event violations of this policy occur, a \$25.00 fine will be imposed on the first violation. Subsequent violations will be increased to \$50.00. In the event a third violation occurs, Management will consider the Resident to be in default, and permission to keep a pet on the premises will be revoked.

10. Resident shall walk his pet only in areas specified by the Property Manager, which shall not include landscaped areas, laundry rooms, the pool, club room or other recreational areas. At no time shall Resident tie the pet to a porch area, tree or other fixture on the property. Residents may not leave animals on patio, balcony, or yard unattended.

11. Property Manager reserves the right to require that cats be kept indoors only and be neutered/spayed. Veterinary proof may be required.

Description of the animal authorized under this agreement:

Pet Description #1			
Type: N/A	Color: N/A	Sex: N/A	Breed: N/A
Name: N/A	Age: 0	Weight: 0.00	

Pet Description #2			
Type: N/A	Color: N/A	Sex: N/A	Breed: N/A
Name: N/A	Age: 0	Weight: 0.00	

12. Said Pet(s) are properly licensed and has current inoculations for the type of animal.

The Resident is aware of any and all additional animal fees and rents as defined in the lease agreement and accepts responsibility for payment. Upon signing the agreement, the Resident (Lessee) agrees to the above conditions and restrictions for the housing of an animal within this community.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------

**LEASE ADDENDUM
PROPERTY DAMAGE LIABILITY WAIVER (PDLW)**

All rental units are automatically included in the community's Property Damage Liability Waiver (PDLW™) and therefore subject to an additional rent of \$15.00 per month. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for accidental damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your negligent acts or omissions as further described in your rental agreement up to \$100,000.00. **THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO ACCIDENTAL DAMAGE CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS OR THE NEGLIGENT ACTS OR OMISSIONS OF YOUR GUESTS OR OCCUPANTS AND DOES NOT APPLY TO DAMAGES CAUSED ANY DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES TO DAMAGES UP TO \$100,000.00; ANY DAMAGES IN EXCESS OF \$100,000.00 WILL REMAIN SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT.** In situations where the property owner's covered damages are under \$100,000, affected residents may receive up to \$15,000 to replace personal belongings as determined by the property owner and subject to the terms of any applicable owner insurance policy; provided that in no event shall the sum of the property owner's covered damages and all amounts paid to affected residents exceed \$100,000.00.

NOTICE TO RESIDENTS: THE PROPERTY DAMAGE LIABILITY WAIVER ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR ACCIDENTAL DAMAGES CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY NOT OPTING OUT OF THE PROPERTY DAMAGE LIABILITY WAIVER, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVER IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:

Management _____	Date _____
------------------	------------



RELEASE AND CONSENT

Community Name: Brookside Apartments Apartment 2034

Resident(s) Breann Miller

I may wish to participate in activities at the Apartment community named above, including but not limited to:

Spa or hot tub, sauna, swimming pool, playground, fitness room, fitness equipment, barbeques, tennis court, soccer field, racquetball court, squash court, volleyball court, basketball court, sport court, tanning bed, pet park, all other community amenities and other actives, including management sponsored events.

1. I agree to exercise due care for my safety at all times, and I assume all risks associated with or incidental to the activities named above.
2. In consideration for my being permitted to participate in such activities, I release and discharge the above Apartment community, its owners, managing agents, officers, directors, agents, employees, and assigns from all present and future claims and liabilities resulting from my participation or involvement in any of the above activities, including but not limited to property damage and personal injuries. Resident here by assumes for him/herself, family, occupants and guests any and all risks associated with the use of the community pool/spa, and all community amenities and facilities and agrees management shall not be liable for any harm sustained by Resident, their family, their occupants, or their guests in connection with said risks. Resident further understands and agrees that the use of any facility or amenity on the Apartment Community is restricted to Resident and occupants, and that express consent must be given by Management prior to another person's use of such facility or amenity.
3. I will refrain from participation in such activities if my health, medical condition, medical treatment, or prescription medicine makes such activities dangerous for me. I give management permission to summon or provide, at my expense, medical personnel or treatment in connection with such activities-but management will have no duty to do so. If I need medical attention I consent to all necessary treatment and authorize all steps necessary to treat any injury or condition.

I understand that this is a full and complete release and covenant not to sue. I have read it carefully and thoroughly and have executed it voluntarily.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management's agent, below:
Management _____ Date _____

UTILITY BILLING ADDENDUM

RESIDENT'S FINANCIAL RESPONSIBILITY FOR WATER, SEWER, GAS, ELECTRICITY, PEST CONTROL AND TRASH COLLECTION CHARGES

Community Name: Brookside Apartments Apartment # 2034

Resident(s): Breann Miller _____

Resident(s): _____

This Utility Billing Addendum is incorporated into the Rental Agreement and is in addition to all terms and conditions contained in the Rental Agreement. To the extent that the terms of this Utility Billing Addendum conflict with any provisions of the Lease, this Utility Billing Addendum controls.

Utility Charges ARE NOT Included in Rent- resident understands that the monthly rent under Resident's apartment Rental Agreement does not include charges for utilities and agrees to pay for all utilities, including but not limited to the utilities covered by this addendum, separate from rent.

Resident is solely responsible for payment of all utilities and services provided to the Resident. Utilities are billed as additional charges. The monthly rent due under the Rental Agreement does NOT include charges for any utilities provided to the apartment unless specifically listed otherwise in the Rental Agreement or this Utility Billing Addendum. Resident is solely responsible for paying the cost of all utilities and services as separate charges. Resident must pay for all utilities and services each month in addition to the amount of the base monthly rent. This addendum explains how the Resident will be billed for certain utilities by Management. Other utilities will be billed directly to the resident from the utility provider. Payment for utilities is due as additional rent.

A. Water & Sewer service for your dwelling unit will be paid by you either:

Directly to the utility service provider; or

If flat rate is selected, the current flat rate is \$0.00 per month; or

Water & sewer bills will be billed by the service provider to us and then allocated to you based on the following formula:

Allocation based on the number of persons residing in your dwelling unit

Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

Allocation based on square footage of your dwelling unit

Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit

Resident's actual use if sub-metered

B. Trash service for your dwelling unit will be paid by you either:

- Directly to the utility service provider; or
- If flat rate is selected, the current flat rate is \$8.00 per month; or
- Trash bills will be billed by the service provider to us and then allocated to you based on the

following formula:

- Allocation based on the number of persons residing in your dwelling unit
- Allocation based on the number of persons residing in your dwelling unit

using a ratio occupancy formula

- Allocation based on square footage of your dwelling unit
- Allocation based on a combination of square footage of your dwelling unit

and the number of persons residing in your dwelling unit

- Resident's actual use if sub-metered
- Equally divided among occupied units

C. Gas service for your dwelling unit will be paid by you either:

- Not applicable- no gas at the community
- Directly to the utility service provider; or
- If flat rate is selected, the current flat rate is \$0.00 per month; or
- Gas bills will be billed by the service provider to us and then allocated to you based on the

following formula:

- Allocation based on the number of persons residing in your dwelling unit
- Allocation based on the number of persons residing in your dwelling unit

using a ratio occupancy formula

- Allocation based on square footage of your dwelling unit
- Allocation based on a combination of square footage of your dwelling unit

and the number of persons residing in your dwelling unit

- Resident's actual use if sub-metered

D. Electric service for your dwelling unit will be paid by you either:

- Directly to the utility service provider; or
- If flat rate is selected, the current flat rate is \$0.00 per month; or
- Electric bills will be billed by the service provider to us and then allocated to you based on the

following formula:

- Allocation based on the number of persons residing in your dwelling unit
- Allocation based on the number of persons residing in your dwelling unit

using a ratio occupancy formula

- Allocation based on square footage of your dwelling unit
- Allocation based on a combination of square footage of your dwelling unit

and the number of persons residing in your dwelling unit

- Resident's actual use if sub-metered

E. **Pest Control** service for your dwelling unit will be paid by you either:

Directly to the service provider; or

If flat rate is selected, the current flat rate is \$2.50 per month

Note: If allocation method is based upon occupancy, the number of occupants will be determined according to the Owner's Rental Agreement documents as of the first day of the calendar month in which the bill is calculated.

Resident will also be charged a rent and/or utility tax on all applicable monthly charges at the prevailing local tax rate(s).

Additional Charges: To the extent there are any new account, monthly administrative, late or final bill fees you shall pay such fees as indicated below.

Activation Fee: \$0.00 one-time fee

Monthly Administrative Billing Fee \$6.00

Late Fee \$0.00

Final Billing Fee \$0.00 one-time fee

Non Sufficient Funds Fee: \$25.00

Individually Metered Utilities- Resident must not allow any utilities (other than cable TV & internet) to be cut off or switched for any reason- including disconnection for not paying utility bills- until the Rental Agreement term or renewal period ends. If a utility is individually metered, it must be connected in the Resident's name and the Resident must notify the utility provider of the move-out date so the meter can be timely read. If the resident delays getting service turned on in the resident name by Rental Agreement commencement or the resident causes it to be transferred back into the owner's name before the resident surrenders or abandons the unit, the resident shall be liable for a \$50 charge, plus the actual or estimate cost of the utilities used while the utility should have been connected in the resident's name. Resident agrees that the administrative fee is a liquidated amount covering Owner's time, costs and expenses associated with Resident's failure to pay for individually metered when Resident is obligated to do so and that the amount of such administrative fee is uncertain and difficult to ascertain. Resident acknowledges that, notwithstanding Resident's payment to Owner for utility service not connected in Resident's name or payment of the administrative fee, Resident's failure to place individually metered utilities in Resident's name or allow individually metered utilities to be turned off from resident's name constitutes a default by Resident of this Rental Agreement and will entitle Owner to all remedies. Furthermore, the Owner reserves the right to remove its name from any service address that should have been the responsibility of the resident at any time without notice, which may result in disconnection of service by the utility provider. Resident agrees that Owner's acceptance of payment for individually metered utilities or the administrative fee shall not waive or relinquish any rights or remedies Owner has to declare a default of this Rental Agreement as result as Resident's violation of this provision including, to the extent allowed by applicable law, terminating Resident's right to possession of the unit.

Changes to Utilities, Services, Fees or Billing Methods- The Owner shall have the right, upon thirty (30) days written notice, to the extent allowed by applicable law, to being billing resident for utilities or services not checked above or to change “fees” including but not limited to Service Fees, Administrative Fees, Final Billing Fees or the Billing Method with respect to any utility or service. If such change in utility or service or pay in accordance with the changed method, beginning on the date identified on the Bill or, if the Resident does not receive a Bill, on the first calendar day of the month following 30 days from the date of Owner’s notice.

Electronic Billing- Resident agrees that the Bill may be delivered in an electronic format. Resident further agrees that the Bill may also be delivered via email, the internet or by any method as determined by the Owner. By written notice to the Owner, Resident may opt out of electronic billing and may receive the Bill in paper from.

Term of Utility Charges- you will be charged for the full period of time that you were living in, occupying or responsible for payment of rent or utility charges on the dwelling unit. If you breach the Rental Agreement, you will responsible for utility charges for the time period you were obligated to pay the charges under the Rental Agreement, subject to our mitigation of damages. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____
Resident _____	Date _____

This lease is not valid unless acceptance by Management is indicated by the signature of Management’s agent, below:

Management _____	Date _____
------------------	------------



301 E. Bethany Home Road, STE. B-140
 Phoenix, Arizona 85012
 (602) 957-4999 • Fax (602) 957-5239

Project Name	Brookside Apartments	
Project No.	275	Unit No. 2034

RULES & REGULATIONS

PROPERTY DAMAGE: Resident will pay for breakage or loss done to kitchen appliances, glass, locks, keys or any other item in the unit. All costs and/or damages resulting from clogged toilets, overflowing sinks or bathtubs, due to neglect or misuse shall be borne by the resident.

MAINTNEANCE: Requests for routine maintenance must be at the office during office hours or via telephone call. Please do not disturb maintenance or cleaning personnel.

SIDEWALKS & COMMON AREAS: Sidewalks, driveways, passages and common areas shall not be obstructed nor shall they be used for any purpose other than ingress and egress. Riding of bicycles, "big wheels," rollerblades, skates, or skateboards is not permitted in parking areas.

NOISE: Noise, disorderly or offensive conduct, or conduct annoying or disturbing to other residents shall be grounds for termination of occupancy. Keep all noise at a minimum, at all times, in consideration of your neighbors. Residents are responsible for the behavior of their guests and all occupants.

PARCEL DELIVERIES: Management will accept parcels delivered for Resident(s), but does not keep parcels in an area locked or secured in any way. You agree that Management shall not be liable for any lost or damaged parcels. All parcels left in the office for more than 5 business days will be returned. You agree that Management will not be responsible for contacting residents when accepting packages. This is yours and the deliverer's responsibility.

POOL RULES: The pool is for the exclusive use of the Resident(s). Rules regarding use of the Pool and spa are posted and enforced. Anyone using the pool or spa must be dressed in swimming attire and must be accompanied by a Resident. Guests of Resident(s) wishing to use the pool, must gain permission from the Management prior to use.

- Pool hours are from 10:00am to 10:00pm
- Unsupervised minors may not be use the pool area unless accompanied by an adult.
- Glass containers, inner tubes, and pets are prohibited in the pool area.
- No shoving, pushing or horseplay allowed in the pool area
- The manager is not a lifeguard, swim at your own risk.
- All gates must be kept closed at all times.

LITTER & GARBAGE: All refuse must be placed in trash receptacles, which are available throughout the property. Do not throw paper, cans, bottles, cigarette butts, or any other kind of litter on the grounds. No garbage shall be placed or allowed to remain outside the door of the apartment. In the event you are notified of this infraction, on the second warning a \$35 removal fee will be assessed.

PATIOS & BALCONIES: Patios and balcony areas are not to be used for storage. No items are to be hanging over patio walls or railings. Keep toys, mops, brooms, etc. off patios/balconies and away from the front door. Acceptable items for the patio are outdoor furniture and plants. A sunshade may be installed by the property management for a non-refundable fee of \$150.00, this is the only approved sun shade that may be installed. All other shading devices are not permitted by management and are subject to removal. Unightly and unauthorized items will not be permitted. Upon notification from the Management, such items must be removed.

Barbecue grills, portable stoves, space heaters, hibachis or any other incendiary, smoke or flame producing items are strictly prohibited from being stored and/or used on the patios, balconies, breeze-ways, or any common areas of the property. Only those barbecue grills installed and provided by management shall be used.

WINDOW COVERINGS & SIGNS: Blankets, sheets, foil or non-standard window coverings in place of draperies or blinds are strictly prohibited. Objects shall not be placed on window or in window sill which are visible from the outside. Signs are not permitted in windows.

DRIVING: Thoughtless or careless driving within the complex is dangerous and will be reported to the police, as well as subject to possible lease termination.

SHOPPING CARTS: Shopping carts are not only an eyesore, but can also become dangerous. Shopping carts are not permitted within the apartment complex at any time.

ASSOCIATIONS: You are subject to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the rules and regulations of any Condominium, Homeowners' or similar Association that has jurisdiction over the community where the unit you are leasing is located. You are responsible for any charges against the Owner or Management by the Association, which are levied, as a result of your actions.

CAR REPAIRS & WASHING: Do not wash or hose down automobiles in the areas surrounding the building or parking areas. Auto repairs are not to be done in the apartment complex or parking areas. This includes oil changes.

PARKING: Inoperable vehicles or vehicles improperly parked will be towed at owner's expense. Motorcycles and/or motor bikes are considered vehicles and are to be parked accordingly in a designated parking space. Any vehicle, boat, trailer, etc. which appears, in the sole opinion of management, to be abandoned, inoperable, without current registration or license tags or in any way creates an eyesore, will be towed at the vehicle owner's expense within 24 hours of being tagged. Recreational vehicles, trailers, campers, buses, or trucks larger than one ton, must have Management's written permission to park on the property.

Management shall not be responsible for any damages to theft of vehicles, or anything left in vehicles. All such liability, if any, being here by expressly released by the resident.

ABSOUTLEY NO GARAGE, CARPORT or YARD SALES.

SIGNS ADVERTISEMENTS AND NOTICES: Residents shall not be permitted to place any signs, advertisements or notices, etc. on any part of any building inside or outside, nor shall they be permitted to suspend the same from any building, or place the same on the window sills.

RESIDENT CHARGES: Residents will be responsible for costs relating to any of the following items. All charges will be deemed as additional rent and will be due and payable with the following month's rental due date.

- \$50.00- After hours lock out charge fee
- \$75.00- Lock change
- \$20.00- Key Replacement
- \$50.00- Return NSF fee Charge

LOCKS: Residents shall only have the locks for the apartments changed by the property management. If the locks are changed by another source the lock will be drilled and rekeyed at a cost to the resident.

INSURANCE: Please be aware that our property insurance does not cover your personal property. Renters insurance is required for your personal belongings.

ABANDONED PERSONAL PROPERTY: All personal items left in the apartment after the Resident has surrendered possession or has been removed as a result of legal action, will become the property of the Owner. The Owner will have the right to discard the personal property if, in the sole judgment of the Owner, it is not sufficient value to inventory, store and sell at a public auction. If the Owner chooses to keep the personal property remaining it will be dealt with in accordance with A.R.S. 33-1370.

SOLICITING: No soliciting will be permitted without prior written consent by the management.

BINDING EFFECT: By entering into possession of the apartment, the resident agrees to be bound by these rules. Any breach of these rules shall be deemed as default by the resident under the terms of this agreement, which shall subject the resident to any remedies provided by law, if management deems necessary.

AMENDMENT: The rules are subject to change upon 30 days' written notice.

SMOKE ALARMS OR CARBON MONOXIDE DETECTORS: In the event your apartment home has smoke alarms and/or carbon monoxide detectors (if applicable), the following policies apply:

a) **Devices are in Working Order:** You acknowledge that as of the date of initial occupancy, the apartment home is equipped with one or more smoke alarms or carbon monoxide detectors (if applicable) that have been tested and provided with working batteries. You further acknowledge that you have had an opportunity to inspect the smoke alarm(s) or carbon monoxide detector(s), if applicable, and that you find it/them to be in good working order.

b) **Resident to Test Device(s) and Notify Management in Writing of Problems:** You agree that it is your duty to regularly test the device(s). You further agree to notify management immediately in writing of any problem, defect, malfunction or failure of the device(s) and to notify management of the need to install, inspect or repair the device(s), assuming the availability of labor and materials.

c) **Your Responsibility to Test, Supply Batteries, and Not Disable:** To the extent permitted by law, you agree to replace the battery; if any, at any time the existing battery becomes unserviceable. You must not disconnect or intentionally damage a smoke alarm or carbon monoxide detector (if applicable) or remove the batter without immediately replacing it with a working battery.

d) **Resident Assumes Responsibility for All Risks and Hazards:** Any duty of the owner or management to inspect and repair smoke alarms and carbon monoxide detectors (if applicable) is waived to the extent allowed by applicable law. Also, to the extent allowed by applicable law, you acknowledge and agree that neither owner nor management are the operator, manufacturer, distributor, retailer or supplier of the device(s); that, to the extent allowed by applicable law, you assume full and complete responsibility for all risk and hazards, attributable to, connected with or in any way related to the operation, malfunction, or failure of the device(s), regardless of such malfunction or failure is attributed to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or inspection of said smoke alarm(s) or carbon monoxide detector(s), if applicable.

e) **No Representations or Warranties:** To the extent allowed by applicable law, no representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner or management to you regarding said smoke alarm(s) or carbon monoxide detectors (if applicable), or the alleged performance of the same. Neither owner nor management makes or adopts any warranty or any nature regarding said device(s) and expressly disclaim all warranties of fitness for a particular purpose, or habitability, or any and all other expressed or implied warranties, except as expressly provided in statute. Neither owner nor management shall be liable for damages or losses to person or property caused by (1) your failure to regularly test the device(s); (2) your failure to notify management of any problem, defect, malfunction or failure of the device(s); (3) theft of the device(s) or its serviceable batter; and/or (4) false alarms produced by the device(s). There are no warranties, which extend beyond the description of the face hereof.

SMOKE AND OTHER ODORS: In the event your community is not designated as a smoke-free community, you, your occupants, guests, and invitees acknowledge that management cannot prevent smells of smoke in and around your apartment home and community.

a) **Resident Responsibilities:** If you smoke or create other types of odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others. Open windows and use fans to allow the odors to escape the apartment home. You shall dispose of cigarettes so as not to create a fire hazard or litter.

b) **Removal of Odors:** If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for removing unwanted smells and odors. The cost to remove the odors or replace the items if the odors cannot be removed will be charged to your account.

c) **Designated Smoke-Free Community:** In the event your community is a designated smoke-free community, you, your occupants, guests, and invitees agree to uphold the no smoking policy which may include the use of vaping devices. Management will have the right to fine charges.

FIRE HAZARDS:

a) Resident shall consider fire safety and fire safety regulations while in the apartment home and community, including while cooking, smoking, decorating (including holiday decorations), using electrical items and items which produce heat.

b) No flammable or combustible objects/substances are to be stored in your apartment home or on patios, balconies, under stairwells, in your garage or storage space, and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, dryer, candle, curling iron, etc.).

c) Open Flames / Items Which Produce Heat: Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised by resident at all times during use and can never be left on unattended.

d) Resident shall not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.

e) Fire Alarms: In the event residents are given procedures for fire alarms, resident, occupants, guests and invitees are required to adhere to all procedures. In the case of a fire alarm sounding in the community, resident, occupants, guests and invitees are required to evacuate the building. If resident sees smoke in the hallways, breezeways, or rooms, keep low to the ground while moving to the nearest exit. Once resident is out of the building, move away from the building and do not block emergency personnel and equipment. Resident may not re-enter the building until resident receives notification from the local officials or management. Failure to evacuate may result in fines and/or a default of the Lease Contract.

f) Resident and resident's occupant(s), guest(s), and invitee(s) must not tamper with, interfere with, or damage any alarm equipment and/or installation.

g) False Trigger of Fire Sprinklers: In the event the community has a fire sprinkler system, resident acknowledges and hereby agrees that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If resident triggers or activates the fire sprinkler system, resident will be responsible for all damages caused by the activation.

h) False Alarms: Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.

i) Extension Cords and Multiple Plugs: An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

AUTOMATED ELECTRONIC PAYMENTS:

a) Check Scanner: In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

b) ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Card and Debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

c) Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including: Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check; No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account; Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

d) Resident is responsible for stopping automated electronic payments upon move out. Management and owner will not be responsible for bank fees or other costs incurred if a resident fails to stop automatic payments upon move-out.

e) Electronic Check Conversion: Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a onetime electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

ACKNOWLEDGMENT:

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Guarantor	Date



Community: Brookside Apartments

Date: 07/10/2020

A. Move Out Cleaning Instructions:

1. Carpet – thoroughly vacuumed and all spots removed.
2. Entire apartment, including range, exhaust fan, defrosting of refrigerator, bathrooms, closets and cabinets are clean.
3. Flooring – thoroughly cleaned and waxed.
4. Windows – thoroughly cleaned inside and accessible exterior windows.
5. Balcony – swept off completely and all rubbish removed.
6. Fireplace – swept out completely.
7. All debris, rubbish and discards placed in proper rubbish containers.

B. Damage and Replacement costs: (*Subject to Change):

Including, but not limited to the following:

	KEYS/CARDS/REMOTES		
Failure to return apartment door key	\$15.00	Failure to return access gate card	\$25.00
Failure to return pedestrian gate key	\$10.00	Fitness center key	\$15.00
Failure to return mail box key	\$10.00	Gate remote	\$50.00
	LIGHT BULBS		MISCELLANEOUS
Regular	\$1.00	Clean Fireplace	\$10.00
Chandelier	\$2.50	Clean Patio and/or Storage Area	\$20.00
Par Floods	\$7.50	Haul debris, rubbish and/or discards	\$10.00/bag
		Clean patio doors, windows, blinds and mirrors	\$5.00/ea.
	PAINTING & PATCHING		
If resident has marked the walls excessively, we will charge for time and materials as follows:			
One Bedroom	\$65.00	Four Bedroom	\$125.00
Two Bedroom	\$80.00	Screw holes	\$5.00
Three Bedroom	\$100.00	Molly bolt holes	\$5.00
Repairs	\$25.00 ea.		
	CARPET SHAMPOO		
If resident has failed to maintain the upkeep (i.e. stains, spots, tears) of the carpet we will charge for time and materials as follows:			
One Bedroom	\$40.00	Four Bedroom	\$75.00
Two Bedroom	\$50.00	Townhouse	\$75.00
Three Bedroom	\$65.00 ea.	Flooring (Tile) cleaning	\$10.00-\$20.00
	KITCHEN		
Sink Strainers	\$2.00	Chipped porcelain	\$2.00
Disposal Stopper	\$2.50	Cabinet door handles	\$2.75
	APPLIANCES		
Stove & Oven Cleaning	\$15.00-\$25.00	Ice trays	\$2.00 ea.
Refrigerator Cleaning	\$10.00 up	Crisper drawer	\$30.00
Control knobs on stove	\$3.00 ea.	Crisper glass	\$15.00
Drip pans	\$3.50 ea.	Refrigerator shelves	\$10.00 ea.
Oven racks	\$10.00 ea.	Aerator	\$2.00 ea.
Broiler pan	\$10.00	Dishwasher knob	\$4.00 ea.
	BATHROOM		
Soap and grab	\$10.00	Shower head	\$10.00
Towel bar	\$5.00	Shower rod	\$7.00
Toilet tissue holder	\$5.00	Fixture above vanity	\$25.00
Cleaning	\$20.00	Ceramic wall, ceiling fixture	\$25.00
Commode lid	\$10.00	Mirrors	\$15.00-\$50.00
	LIGHT FIXTURES		
Dining room chandelier	\$50.00	Small kitchen fixture	\$20.00
Kitchen ceiling fixture	\$30.00	Ceiling fans	\$50.00
	WINDOWS, SCREENS, DOORS		
Swinging kitchen doors	\$30.00	Sliding closet door mirrored	\$110.00
Sliding glass door	\$100.00	Sliding closet door panel	\$35.00
Window screens	\$10.00	40" x 17" window pane	\$8.00
Hollow core door	\$30.00	28" x 17" window pane	\$6.00
Solid core door	\$80.00	46" x 34" window pane	\$30.00
		34" x 28" window pane	\$14.00

Resident

Management Representative



INVENTORY AND UNIT MOVE OUT INSPECTION FORM

Resident Name _____
 Resident Name _____
 Item _____ Date Out: _____

Apartment # 2034
 Unit Type 2 Bed 2 Bath Upgrade
 Deposit Amount \$500.00

Living Room & Dining Area

Walls / Ceiling		
Windows / Tracks		
Cleaning		
Lights / Fan		
Floors / Carpet		
Blinds		
Doors / Trim		
Misc.		

Kitchen

Walls / Ceiling		
Floors		
Stove / Drip Pans		
Refrigerator		
Sink / Disposal		
Cabinets		
Fixtures		
Windows / Tracks		
Hood / Filter		
Dishwasher		
Microwave		
Misc.		

Bathroom(s)

Walls / Ceiling		
Toilet		
Tub / Shower		
Sink / Grout		
Floor		
Vent Fan		
Lights		
Cabinets		
Windows / Blinds		
Doors / Trim		
Misc.		

Bedroom #1

Walls / Ceiling		
Closets		
Floor / Carpet		
Lights / Fan		
Windows / Blinds		
Doors / Trim		
Misc.		

Bedroom #2 / #3

Walls / Ceiling		
Closets		
Floor / Carpet		
Lights / Fan		
Windows / Blinds		
Doors / Trim		
Misc.		

General Items

Patio / Balcony		
Thermostat		
Fire Extinguisher		
Smoke Detectors		
Sprinklers		
Laundry Machines		
Garage		

- 1. Paint Charge**
 Living Room \$ _____
 Kitchen \$ _____
 Bath \$ _____
 Each Bedroom \$ _____
 Full Paint \$ _____
 - 2. Carpet Cleaning**
 Per estimate \$ _____
 No Charge after 5 years
 - 3. Keys \$5.00 each** \$ _____
Card(s) \$50.00 each \$ _____
Amenity \$25 each \$ _____
Parking \$25 each \$ _____
 - 4. General Cleaning**
 Touch Up \$0.00 \$ _____
 Basic Clean \$75 \$ _____
 Extra Dirty \$150 \$ _____
 - 5. Trash Removal**
 Trash \$25 per bag \$ _____
 Large Items \$50 each \$ _____
 - 6. Damages**
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 - 7. Other**
 Replace Drip Pans \$ _____
 Replace Fire Extinguisher \$ _____
 _____ \$ _____
 _____ \$ _____
 - 9. Utilities**
Electric disconnect date _____
 Electric owed community \$ _____
 Final Water \$ _____
 - 10. Lease Termination**
 Termination Fee \$ _____
 Insufficient Notice \$ _____
 Concessions \$ _____
- TOTAL Charges** \$ _____

Move out inspected by: _____
 Date: _____