

ARIZONA RESIDENTIAL LEASE AGREEMENT

State of ARIZONA

County of _____

PARTIES. This Residential Lease Agreement ("Agreement") made this ____ day of _____, 20____ is between:

Landlord Name: _____ ("Landlord")

Landlord Address: _____, AND

Tenant(s): _____, _____, _____ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the ____ day of _____, _____, and ending on the day of _____, _____, _____ hereinafter known as the "Lease Term."

2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- _____ ("Occupant(s)")

- There are no Occupant(s).

3. PROPERTY.

The Landlord owns property and improvements located at _____ (hereinafter referred to as the "Property").

4. SECURITY DEPOSIT.

The Tenant shall handover to the landlord the amount of \$_____ as Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

Deductions. Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:

- a. Unpaid rent;
- b. Late fees;
- c. Unpaid utilities
- d. Cost of repairs beyond ordinary wear and tear;
- e. Cleaning fee in the amount of \$ _____;
- f. Early Termination Fee
- g. Brokerage fees
- h. Others: _____.

Return. The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

Tenant's Forwarding Address: Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:
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5. RENT.

Time is of the essence of this agreement. a. Unless otherwise provided above, Rent, in the amount shown above, shall be due on the _____ day of the month. Rent is payable in advance, without deductions or offsets. Rent is payable in U.S. currency only. Late Fees, Returned Check Charges, Notice Fees, and all other amounts due under this Agreement are collectible as rent and are collectively referred to herein as "Rent." b. Rent checks shall be made payable to _____ Rent may be hand-delivered (on-site drop box is available) or mailed to Manager, but Rent is deemed received only upon actual receipt by Landlord. If Rent is paid in cash, it must be done in person and directly to Manager. If Rent is sent by mail, Tenant assumes all risks thereof, including delays and post office errors. Rent shall be sent to the address shown for Landlord (above) or to any other address subsequently provided to Tenant in writing. By providing Tenant with at least five days advance notice, Landlord may, at Landlord's option, demand that Tenant pay Rent by cashier's check, certified funds, money order or other form of payment specified in the written notice. c. Tenant's promise to pay Rent for the Term specified above shall survive termination of this agreement; termination of this agreement by either party may terminate Tenant's right to possess and occupy the Premises, but shall not relieve Tenant for liability for Rent due for the Term specified above unless another intent is clearly stated in writing. d. Pursuant to A.R.S. § 33-1314(E), Landlord may adjust the monthly rent with thirty days notice if the rental tax rate is changed by the municipality during the Term hereof.

6. RENT PRE-PAYMENT.

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$ _____ (US Dollars) for the following time-period starting on the ___ day of _____, 20__ and ending on the ___ day of _____, 20__. The Pre-Payment of Rent will be due at the

execution of this Agreement.

- Not be required to Pre-Pay Rent.

7. PURPOSE.

The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, the manufacturing of any type of food or product, a professional service(s), or for any commercial use unless otherwise stated in this Agreement.

8. FURNISHINGS.

The Premises is: (check one)

- To be furnished with the following items: _____

_____.

- Not furnished.

9. UTILITIES.

The Landlord shall provide the following utilities and services to the Tenant:

_____.

Any other utilities or services not mentioned will be the responsibility of the Tenant.

10. PARKING.

The Landlord: (check one)

- Shall provide ___ parking space(s) to the Tenant for a fee of \$___ to be paid at the execution of this Agreement

on a monthly basis in addition to the rent. The parking space(s) are described as:

_____.

- Shall NOT provide parking.

11. PETS.

NO PETS ALLOWED. Tenant is responsible for any damage to the Premises and/or persons which may result from having a pet on the Premises for any length of time. Bringing a pet onto the Premises, even temporarily, is a material noncompliance with the Rental Agreement. Under no circumstances shall Tenant keep or allow on the Premises for any length of time: vicious or dangerous animals; aggressive animal breeds, including but not limited to pit bull or rottweiler; reptiles that are venomous or capable of biting humans and/or killing small animals; venomous or stinging insects or spiders; noncompliance shall constitute a noncompliance materially affecting health and safety. This provision does not prohibit medically required assistive animals; Tenant shall be responsible for any damage to the Premises and/or persons caused by an assistive animal.

12. SMOKING POLICY.

Smoking on the Property is:

- Permitted in the following areas: _____.
- Prohibited on the Property.

13. WATERBEDS.

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.
- Shall not have the right to use a waterbed on the Premises.

14. MAINTENANCE, REPAIR, & ALTERATIONS.

In the event Tenant vacates the Premises without performing cleaning, maintenance and/or repairs that are Tenant's responsibility, then Landlord shall have the option to: (1) hire a licensed or unlicensed person(s) or company to perform the task and Landlord may then bill Tenant for the cost thereof and/or deduct the cost from deposits the Landlord is holding or (2) Landlord, if willing and able to do the task, may do all or part of the work and may charge Tenant \$____ per hour or, if more, an hourly rate equal to that charged by other persons or companies for the same type of work.

15. ABANDONMENT.

If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

16. RIGHT OF ENTRY.

The Landlord shall have the right to enter the Property during normal working hours by providing at least ____ hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

17. NOISE/WASTE.

The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

18. COMPLIANCE WITH LAW.

Tenant agrees to comply with all applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions and, if applicable, homeowners' association rules and regulations, and Landlord's Rules and Regulations. Tenant agrees to supervise Occupants and guests and to be responsible for fines, penalties, and repairs resulting from

Tenant's, Occupants' or guests' violation thereof. Tenant and Occupants shall renew Visas before they expire (if applicable). Violation of any of the foregoing shall be deemed a material noncompliance.

19. RETALIATION.

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

20. ENTIRE AGREEMENT

This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ **Date:** _____

Printed Name: _____



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