



# UNITED METRO

## PROPERTY MANAGEMENT

**UNITED METRO PROPERTY MANAGEMENT** welcomes all applicants and supports Fair Housing. We do not refuse to lease any property, nor do we discriminate against any person because of sex, marital status, race, creed, religion, age, familial status, physical or mental handicap, color or national origin.

### **LEASING APPLICATION AND POLICIES**

In order to be considered for a property for lease:

For vacant properties: you must fully complete and sign our Lease Application on line at [WWW.UNITEDMETRO.COM](http://WWW.UNITEDMETRO.COM) and submit to our office (or to a UMP leasing agent) a copy of your Driver's License or other pictured ID, paystubs for two pay periods and a Non-Refundable \$35.00 Application Fee per person over the age of 18. Once you have been advised that you are approved, you must sign the lease and pay the full security deposit within 48 hours. Applicable sales tax and a \$70.00 Processing Fee will be charged and collected with your move in funds.

For occupied properties: you must fully complete our Lease Application on line at [WWW.UNITEDMETRO.COM](http://WWW.UNITEDMETRO.COM) and submit it to our office (or to a UMP leasing agent) a copy of your Driver's License or other pictured ID, paystubs for two pay periods and a Non-refundable \$35.00 Application Fee per person over the age of 18. Upon our receipt we will schedule an appointment for you with the current resident. If you approve the viewing, you must sign the lease and pay the full security deposit within 48 hours.

You must meet United Metro Property Management's approval of the following in order for your application to be considered. All applicants over the age of eighteen (18) must complete an application:

A. Income: You must have verifiable income in the amount of three times the monthly rent for a minimum of one year. Self-employed persons must submit income tax returns for the past two years. Retired persons or persons receiving Social Security Benefits must submit proof of income.

B. Credit: Credit will be checked and credit references will be contacted. Applications with previous evictions, unpaid judgments, unpaid fees and/or unpaid rents will not be accepted. Please note that applications with any open bankruptcies will NOT be accepted.

C. Rental History: Current and previous Landlords/Mortgage Holders will be contacted.

D. Occupancy: For units/homes that have one and two bedrooms, the number of occupants may not exceed two (2) persons per bedroom, plus one (1) additional person. For units/homes that have three or more bedrooms, the number of occupants may not exceed two (2) persons per bedroom total. Please note that this shall include any person that resides at the home more than 50% of the time.

E. Pets: Policies on dogs vary according to each property owner and their insurance company's requirements. Depending on the breed, approval of this application may be conditioned upon the Applicant providing proof of coverage for the specific breed of dog via a Renter's Policy that names the Property Owner and Agent as added insured parties. Applicant must submit proof that any approved cat has been spayed or neutered at or prior to occupying the premises.

F. Tenant Liability Insurance: All Tenants are required to secure and provide proof of a Renter's Insurance Policy to be effective on the lease commencement date. If said proof is not received, the Tenant will automatically be enrolled in the United Metro Property Management Tenant Liability Insurance Program at a cost of \$9.50 plus tax per month.

G. Criminal History Criteria: Applicants will be denied if they are registered sex offenders; have any outstanding warrants or have been arrested for a crime that is awaiting trial. Applicants must have no felony convictions less than ten (10) years old that involve violent crimes against persons or property, including but not limited to murder, arson, kidnapping, assault, bomb related offenses, robbery or burglary, terrorism OR that involve the manufacturing or distribution of drugs in any manner. All other felony convictions must be more than five (5) years old.



# UNITED METRO

## PROPERTY MANAGEMENT

Convictions of any drug related offenses involving possession only, or alcohol related offenses where no one was permanently injured or killed must be at least two (2) years old. Applicants must have successfully completed any felony sentence at least two (2) years ago and have no new criminal activity for at least two (2) years.

If an Applicant would like us to review additional information regarding a felony conviction or a current arrest or warrant, the Applicant is permitted to submit that information along with their application and we will review it on a case by case basis.

All applications are accepted on a "first come first served basis". Every attempt will be made to process your Application within 48 hours of receipt. United Metro Property Management shall have the right to reject incomplete or falsified applications or applications without all names, phone numbers and addresses necessary for verification purposes. When a married couple and/or family applies to live in the same property, both spouses and all residents age 18 and over, must submit complete applications before United Metro Property Management will begin processing them.

If the property you are applying for is located within a Homeowners Association, you will be expected to abide by all Homeowner Association Documents, including but not limited to the CC&R's, Community Rules and Regulations and Architectural Controls. You can obtain a copy of this document at the United Metro Property Management office. A sample of our standard lease agreement is available for your review on line at [www.unitedmetro.com](http://www.unitedmetro.com).

You will be required to pay the first month's rent on or before the move in date, unless a special is being offered. This must be paid by money order or cashier's check – personal checks will not be accepted.

Please be advised that United Metro Property Management will NOT hold a property for anyone until an applicant is advised that they have been approved, a lease is signed, and all required deposits have been paid to United Metro Property Management.

---

The Applicant(s) acknowledges that he/she has read, understands and agrees to the above policies; and further agree to the following terms:

I agree to pay a non-refundable \$35.00 application fee, per person over the age of 18, for the cost of processing each application.

Within 48 hours of being notified that I have been approved, I agree to pay all of the required security deposits via the tenant portal provided to me. After United Metro Property Management receives payment for the total required security deposit, they will prepare the necessary lease agreement and associated addendums. I shall sign the lease agreement and associated addendums as soon as I receive them.

If I do not conform to any of the above items, I understand and agree that United Metro Property Management shall not be obligated to hold this property for me; and I agree to forfeit my security deposit.

I understand that I must provide United Metro Property Management with proof of Renters Insurance, containing a minimum of a \$100,000.00 comprehensive general liability coverage policy on or before my lease commencement date in order to avoid being charged \$12.50 per month plus sales tax (\$9.50 insurance premium plus a \$3.00 administrative fee) for a liability only insurance policy.

I understand that if I request a change to my lease commencement date after the lease has been drafted, I agree to pay a \$75.00 lease revision fee.

I further understand that United Metro Property Management and their employees are exclusive agents of, and represent, the Property Owner; and that the lease will be between the applicant(s) and United Metro Property Management, as Agent for the Owner; and that any suit I may file in the future regarding the lease agreement shall only be in the name of the property owner.



# UNITED METRO

PROPERTY MANAGEMENT

## RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

<b>THIS IS A LEGALLY BINDING AGREEMENT:</b>	<b>ESTES ES UN ACUERDO</b>
<b>IF YOU DO NOT UNDERSTAND IT</b>	<b>LEGAL SI USTED NO ENTIENDE</b>
<b>SEEK COMPETENT ADVICE</b>	<b>BUSQUE AYUDA</b>
<b>COMPETENTE</b>	

AUGUST 05, 2021

4049

**MATTHEW E. ROBINAUGH, DYLAN P. GALEAZZO, & MICHAEL R. LEMM** hereinafter referred to as "Tenants", **KRISTA M. HOLLAND, JOANN D. LEMM, & FREDERICK A. GALEAZZO** hereinafter referred to as non-occupant "Co-Signers", agrees to rent from United Metro Properties, Inc. DBA United Metro Property Management hereinafter referred to as "Agent", as agent for the property owner, **JACK N. RAY AND GAYLE BOLTON** for the premises situated in the City of **PRESCOTT, AZ 86301**, located at **3185 SHEKINAH DRIVE** upon the following terms and conditions:

**1. Summary of Move in Costs:** Receipt is acknowledged for the sum **THREE THOUSAND SIX HUNDRED ONE DOLLARS AND FIFTY TWO CENTS** via on line payment on Agent's website (or by money order or cashier's check made payable to Agent). This payment shall be applied as set forth below (not including any credit card fees):

\$ 1243.00	Pro-Rated Rent from <b>08/10/21 – 08/31/21</b>
\$ 34.18	Pro-Rated Rent Sales Tax from <b>08/10/21 – 08/31/21</b>
\$ 1695.00	Security Deposit (Refundable)
\$ 0.00	Animal Deposit (Refundable)
\$ 600.00	Administrative/Processing Fee (Non-Refundable)
\$ 16.50	Sales Tax on Administrative Fee (Non-Refundable)
\$ 9.50	First month Tenant Liability Insurance premium (Non-Refundable)
\$ 3.00	First month Tenant Liability Insurance Admin Fee (Non-Refundable)
\$ 0.34	Sales Tax on Tenant Liability Insurance & Admin Fee (Non-Refundable)
<b>Total</b>	<b>\$ 3601.52</b>
<b>Minus</b>	<b>\$ 1875.00</b> Previously Paid
<b>Balance</b>	<b>\$ 1726.52</b> Due on/before move-in (unless prior arrangements have been made)

**2. Duration of Lease (Term):** This lease shall commence on or after 8:00AM on **AUGUST 10, 2021** and continue until no later than 5:00PM on **JULY 31, 2022** Mountain Standard Time, and thereafter on a month-to-month basis until either party terminates the lease by giving 30 days written notice. See additional provisions below.

**3. Rent:** Rent shall be **\$ 1741.61** per month including applicable sales tax. Tenant understands that sales tax is due on all charges incurred by Tenant. Rent shall be increased or decreased by Agent based on future changes in sales tax rates. **RENT SHALL ONLY BE PAID VIA AGENT'S WEBSITE AND IS PAYABLE IN ADVANCE UPON THE FIRST OF EACH MONTH. NO CASH WILL BE ACCEPTED AT ANY TIME.** If Tenant chooses to pay rent via paper check, tenant understands that they will be charged \$5.00 per check and must include said charge in each payment or the payment may not be accepted by the Agent. Funds shall be made payable to United Metro Property Management (Agent). **Rents received after the second day of the month are subject to a late charge of \$25.00, plus an additional late charge of \$10.00 per day thereafter.**



# UNITED METRO

## PROPERTY MANAGEMENT

**Checks returned by the bank are subject to an additional \$75.00 charge plus applicable late fees.** At agent's option, tenant may be required to submit all payments on line or in the form of cashier's checks or money orders after one occurrence of a returned check from a financial institution. Tenant will be charged a fee for the service of all legal notices pertaining to this lease as incurred by Agent. Agent retains the right to deduct outstanding charges first from funds received with the remainder applied to rent. Tenant agrees to reimburse Agent immediately for the rent that was tendered. Tenant acknowledges that if they voluntarily prepaid rent that they are not entitled to any refund of those sums until and unless the entire lease and all of the terms have been fully complied with. If tenant terminates the lease prior to the expiration date, any prepaid rent will be accounted for pursuant to AZ law. Tenant further understands that all fees as outlined in this lease are deemed as additional rent and will be collected as such.

**4. Deposits:** If Tenant is charged a cleaning fee, and the final cleaning costs exceed the total fee collected, Agent shall charge and collect the remaining balance from the refundable security deposit. During the term of the lease or any renewal thereof, Agent retains the right to deplete the security deposit due to allowable tenant charges, (examples: late charges, returned check charges, legal fees, landscaping maintenance). In this event the Tenant agrees to immediately restore the security deposit to the original amount paid within five days of receipt of written notice from Agent. Agent may, at Agent's option, terminate this Agreement upon Tenant's failure to comply with a written security deposit account deficiency notice. Tenant further understands that this deposit may not be used by the Tenant as a credit for rent owed including, but not limited to, Tenant's last month rent. The deposit will be returned to the Tenant in accordance with A.R.S. Section 33-1321 within the Arizona Landlord/Tenant Act. Tenant shall surrender the premises, and all keys, garage door opener remotes and personal property therein in a damage free and clean condition, except normal wear and tear. Tenant acknowledges that Agent will maintain a trust account for rents or security/cleaning deposits and Agent may place these deposits in interest bearing accounts. Any interest earned shall belong to Agent. At Agent's option at any renewal of this lease where the rent is increased, Agent may require that the tenant increase their refundable security Deposit to equal the amount of the increased rent.

**5. Initial Possession Date:** Tenant agrees and understands that they will not have possession, and will not enter the property, until they are given the keys, remotes, etc. and sign the move in inspection report. Tenant further agrees that if they do enter the property before that date, (1) at Agent's option Agent shall have the right to terminate the lease and/or charge a \$250.00 premature access fee which would be due and payable on the move in date and, (2) Tenant will be held fully responsible for any and all damages discovered at the move in inspection.

**6. Animals:** No animals, including visiting animals, shall be maintained on these premises except by prior written consent of Agent. If prior written consent is given by Agent, an Animal Agreement Addendum shall be signed by Tenant and an Animal Deposit shall be pre-paid to Agent. **IF ANY ANIMAL IS OBTAINED BY THE TENANT WITHOUT PRIOR APPROVAL FROM AGENT A \$250.00 BREACH FEE WILL BE CHARGED AT EACH OCCURANCE. IN ADDITION, AT AGENT'S OPTION THE LEASE MAY BE TERMINATED.**

**7. Utilities:** Tenant shall furnish ALL utilities/services.

**8. Subletting of Property:** The Tenant shall not assign or sublet the premises or any part thereof without the written consent of the Agent. The Tenant agrees to use the premises solely as a personal residence.

**9. Occupancy:** The number of occupants shall not exceed **3 ADULTS AND NO MINOR OCCUPANTS.** Tenant shall not allow more than two guests for a maximum of seven (7) consecutive days to reside in the property. Guests remaining more than seven (7) days shall be considered additional occupants unless prior written consent is given by Agent. However, the total days for all guests residing in the property shall not



# UNITED METRO

## PROPERTY MANAGEMENT

exceed thirty days in any twelve (12) month period. Agent may, but is not obligated to, remove any unauthorized occupant as a trespasser; or, at Agent's election, Agent may require said unauthorized occupant to apply as a tenant and if approved by Agent, sign this lease. **Should unauthorized occupant refuse to be bound by this lease, and/or refuse to leave on Agent's demand, Agent shall charge and Tenant agrees to pay a \$500.00 breach fee in addition to all costs incurred by Agent to remove said occupant(s).**

**10. Tenant's Inspection of Property: TENANT IS ADVISED THAT THE MOVE OUT INSPECTION WILL BE A VERY THOROUGH AND DETAILED INSPECTION. THEREFORE, THE TENANT IS SOLELY RESPONSIBLE FOR NOTING ANY AND ALL DEFECTS, DAMAGES OR CLEANLINESS ISSUES IN WRITING EITHER ON THE MOVE IN INSPECTION. TENANT IS ALLOWED TO SUBMIT ADDITIONAL DEFECTS OR DAMAGES FOUND NO LATER THAN 7 DAYS AFTER THE LEASE COMMENCEMENT DATE. TENANT IS RESPONSIBLE FOR CONFIRMING AGENT'S RECEIPT OF ANY SUPPLEMENTAL MOVE IN INSPECTION DEFECTS/DAMAGES IN WRITING.**

Tenants have inspected the premises and find the premises in good condition with no apparent defects and hereby agree to accept the premises in an "as is" condition. Any exceptions to be noted on the "Move-in Sheet" and delivered personally or by certified mail to the Agent within seven (7) days of occupancy date. Agent shall have the right to approve or deny any changes to the Move In Sheet within seven (7) days of receipt from tenant. If Agent does not receive a "Seven Day" update to the Move In Sheet from the Tenant, Tenant shall have been deemed to accept the premises as noted on the Move In Sheet.

**11. Agent's Inspection:** Except in the case of an emergency, or where notice shall be impracticable, or where the tenant has abandoned the premises, or where the tenant has submitted a written repair request, all as provided by law, the Agent shall have the right of reasonable access to the premises at all times for the purpose of inspection and showing the premises, upon giving to the Tenant two (2) days written notice of Agent's intent to so inspect.

**12. Soldiers and Sailors Civil Relief Act:** In the event the Tenant is a member of the United States Armed Forces on extended active duty as of the commencement date of this lease and receives either a permanent change of station (departing Maricopa County), is involuntarily relieved from active duty, retirement or separation, or receives a letter from the proper base authority directing tenant to live on base (this does not cover voluntarily moving into military family housing), then the Tenant may terminate this lease by giving at least 30 days written notice to Agent. There shall be attached to such notice a copy of official orders or a letter signed by the Tenant's Commanding Officer reflecting the change which warrants termination under this clause: NOTE: This paragraph applies to uniformed members of the Armed Forces only. If the unit is shared with non-military tenants, that are not military dependents of the military member, this lease will remain valid for said non-military tenants.

**13. Vacate Notice:** Tenant shall give Agent written notice of Tenant's intention to vacate the premises on or prior to the last rental due date of the original lease term via Agent's website or via email. This 30-day notice must be for one (1) full rental period, i.e., rent is due on the first of the month, so notice must be received prior to the 1st of the preceding month. Leaving keys in or on the Premises without prior agreement with Agent will not be considered returning possession to the Agent. In the event Tenant gives notice of their intent to vacate the premises, Tenant agrees to allow Agent to immediately install a For Lease or For Sale sign and show said residence to prospective tenants or purchasers with 48 hours prior notice. **If Agent does not receive a notice to vacate from the Tenant, or if the Tenant does not sign a lease renewal agreement before the end of this lease (or any subsequent lease renewal), Tenant understands and agrees that this Agreement will automatically continue on a month-to-month basis under the same terms and conditions with a minimum rent increase of \$100.00 per month and a one-time non-refundable fee of \$150.00.**



# UNITED METRO

## PROPERTY MANAGEMENT

**14. Repair and Maintenance:** Tenant shall maintain the premises in a clean, neat and undamaged condition and in particular, shall comply with all obligations of local building codes, maintain the premises which he occupies in a clean and safe condition, dispose of all ashes, rubbish, garbage and all other wastes in a clean and safe manner, keep and use all plumbing, electrical, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a clean and reasonable manner so as not to disturb his neighbors nor to in anyway deface, damage or otherwise destroy any part of such premises. This includes monthly replacement of air conditioning filters. On a detached single-family residence, Tenant agrees that at Tenant's own expense, to keep the premises including, but not limited to the yard, shrubbery and swimming pool (if any) in the same condition and repair as at the beginning of the lease and to pay for any damages thereto, reasonable wear and tear excepted. Tenant is responsible for snow removal (where applicable) and insect control. Lawns shall be watered adequately and shall be mowed weekly. Tenant to provide hoses, sprinklers and any equipment necessary to maintain lawn and grounds. All batteries and lightbulbs are the responsibility of the Tenant.

Tenant shall at all times comply with the requirements of applicable building codes, make all repairs necessary to keep the premises in a fit and habitable condition, subject to the ARLTA. Tenant shall make no alterations, additions or improvement to the property, either within or without, without Agent's prior written consent. No repairs are to be ordered with outside vendors by the Tenant without specific authorization of the Agent unless Tenant is personally prepared to pay for any and all such repairs and costs and subject to the ARLTA.

If in the opinion of Agent any maintenance/repair is not properly being maintained by Tenant, Agent may give fourteen days (or a shorter notice for any health or safety issues) notice to correct said condition. If after this time frame the condition is not remedied, Agent may hire a professional service to accomplish the same. Tenant agrees to pay the cost incurred by the Agent each and every time per the terms contained in paragraph four (4) above. These amounts will be deemed as additional rent. Tenant further agrees that the notification to Agent for service of maintenance requests grants Agent authority to enter the unit during normal business hours for the purpose of that request. Tenant acknowledges that no portion of the leased property shall be used for storing inoperable or unlicensed vehicles, trailers or recreational vehicles.

TENANT SHALL BE RESPONSIBLE FOR FORTY (\$40.00) OF EACH AND EVERY REPAIR ITEM TO SAID PROPERTY REGARDLESS OF WHETHER THE REPAIR/REPLACEMENT WAS NORMAL WEAR AND TEAR. EXCEPTIONS ARE ROOF REPAIRS, REPAIRS NOTED ON THE MOVE-IN INSPECTION OR ITEMS SUBMITTED BY THE TENANT PER PARAGRAPH 10. HOWEVER, TENANT SHALL BE RESPONSIBLE FOR FULL COSTS FOR REPAIR AND/OR REPLACEMENT OF BROKEN GLASS, DRAIN BLOCKAGE (NOT CAUSED BY DEFECTIVE PLUMBING), AND ANY REPAIR/REPLACEMENT CAUSED BY THE TENANT'S NEGLIGENCE ON MAINTAINING THE PROPERTY PER PARAGRAPH 14. THIS SHALL INCLUDE ANY DAMAGE OR EXCESSIVE REPAIR COSTS DUE TO TENANT NOT REPLACING THE AIR CONDITIONING FILTER ON A MONTHLY BASIS. TENANT FURTHER AGREES THAT IF TENANT REFUSES TO ALLOW AN EMPLOYEE OR VENDOR OF THE AGENT TO ACCESS THE RESIDENCE WITH AGENT'S KEY, OR, IF TENANT SETS AN APPOINTMENT WITH SUCH EMPLOYEE OR A MAINTENANCE VENDOR AND DOES NOT SHOW, TENANT WILL BE CHARGED FOR EACH OCCURRENCE BASED ON THE AMOUNT CHARGED BY AGENT OR THE VENDOR.

**15. Indemnify:** Tenant shall indemnify and hold harmless Agent and/or Owner from and against any and all claims, liability, penalties, damages, expense and judgments for injuries or accidents to persons or property of any nature and howsoever caused occurring on or about the leased premises during the lease term and any other period of occupancy, including all costs, expenses and attorney fees incurred by Agent in defense of any such claims, whether or not such claims are covered adequately by insurance, subject to AZ law.



# UNITED METRO

## PROPERTY MANAGEMENT

**16. Renter's/Tenant Liability Insurance:** All tenants must provide proof they have a Renter's Insurance Policy. As a minimum coverage, all Tenants are automatically enrolled in the United Metro Property Management Tenant Liability Insurance Program at a cost of \$9.50 plus \$3.00 administrative fee per month, plus tax effective the commencement date for a minimum of one month. Tenants may opt out of the United Metro Property Management Tenant/Renter's Liability Insurance Program by providing Agent proof they have secured a Renter's Insurance Policy with Agent added as an additional interest. See Insurance Addendum for details.

**17. Waiver:** Failure of Agent to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Agent's rights to act on any violation or to insist on compliance with the terms of this agreement.

**18. Joint Obligation:** Where this agreement is signed by more than one person as tenants, all such persons shall be jointly and severally liable for the payment at the agreed rental rate and for the performance of all covenants to be kept by Tenant hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Tenant, rent and other charges shall be paid by a single instrument.

**19. Default:** The failure by either Tenant or Agent to fully perform under this agreement in any manner shall entitle either party to take all such actions against the defaulting party as shall be provided by law and except as may be provided by law, neither party shall be deemed to have waived any existing or future right to remedy by taking any such action. All costs, attorneys' fees, and other expenses of enforcing this agreement shall be paid to the prevailing party by the losing party. Further, if tenant defaults under the terms of this agreement, tenant shall be liable for all costs incurred by agent in re-leasing said property. Said costs shall include, but not be limited to, marketing and leasing fees, locksmith, utilities, cleaning, carpet cleaning, and landscape charges. **Agent shall charge and Tenant shall pay a \$250.00 breach fee to process any forcible detainer action caused by the tenant's noncompliance of lease agreement. If said forcible detainer action results in a judgment against the tenant, and the Agent agrees to reinstate this lease, a \$100.00 lease reinstatement fee shall be charged to the tenant in addition to the breach fee above, and must be paid as a condition to reinstate this lease.** Tenant agrees that in the event they default in this lease agreement and their account is turned over to a collection agency, they shall pay the 50% fee charged by the collection agency in addition to the full amount due the Agent for breach of the lease agreement.

**20. Early Termination: Tenant understands and agrees that if Tenant terminates this lease prior to the expiration date, Agent will charge the tenant a \$250.00 breach fee upon receipt of Tenant's written notice to terminate.** In addition, Tenant will be responsible for all costs associated with holding the property until the date the property has been re-leased. In addition to monthly rental payments, the following costs may be applicable: utilities, pool maintenance, lock re-keying, professional cleaning, carpet cleaning, landscaping, painting as needed, maintenance requests as needed and marketing and leasing fees charged by Agent. The intent of this provision is to relieve the property owner of all costs associated with the tenant's early lease termination. Tenant understands that United Metro Property Management. has a specific agreement with respect to early lease terminations, which must be signed and fees paid as an accommodation to the tenant.

**21. Expiration/Notices:** Tenant agrees that when the Lease expires, or when notice has been received by Agent of Tenant's intent to vacate on a given date, that Agent will rely on such notice and re-rent said premises. Tenant agrees to allow the property to be shown during the last 30 days of occupancy to prospective tenants, buyers or others with 48-hour notice by text, telephone (verified by a text) and/or email acknowledgement.



# UNITED METRO

## PROPERTY MANAGEMENT

TENANT'S FAILURE TO VACATE PREMISES ON THE DATE GIVEN OR REQUIRED MAY CAUSE PROPERTY OWNER AND AGENT SIGNIFICANT LEGAL AND ECONOMIC PROBLEMS. TENANT AGREES TO OBTAIN PRE-APPROVAL IN WRITING TO HOLD OVER PAST THE AGREED DATE AND, IF APPROVED BY AGENT, PRE-PAY AGENT PRORATED RENT. IF HOLD OVER IS NOT APPROVED, AGENT COULD BE ENTITLED TO TWO MONTHS OF RENT AS A PENALTY FEE OR TO THE ACTUAL DAMAGES, WHICHEVER IS GREATER. IN THE EVENT OF ABANDONMENT, AGENT, WITHOUT ACCOUNTABILITY TO THE TENANT, IN THE EVENT TENANT ABANDONS ANY PERSONAL PROPERTY IN OR ON THE PREMISES, MAY DESTROY OR OTHERWISE DISPOSE OF SOME OR ALL OF THE PERSONAL PROPERTY IF THE AGENT REASONABLY DETERMINES THAT THE VALUE OF THE PROPERTY IS SO LOW THAT THE COST OF MOVING, STORAGE AND CONDUCTING A PUBLIC SALE EXCEEDS THE AMOUNT THAT WOULD BE REALIZED FROM A SALE.

**22. Verbal Agreements:** It is understood between Tenant and Agent that this written Agreement constitutes the full understanding of the parties thereto and that there have been no verbal promises made outside this Agreement. Should any provisions of this lease Agreement be determined unenforceable or illegal, the remaining terms shall remain in full force and effect.

**23. Court Proceedings:** Should a legal dispute arise during this lease term the parties agree to a trial by judge, not a jury. Both parties voluntarily and knowingly waive their rights to trial by jury for any lawsuit brought arising out of the parties' rental agreement and occupancy of the leased premises. The prevailing party shall be entitled to all costs and fees incurred in the collection of any debt.

**24. Notices:** All notices communications and demands of any kind, which either party may be required, or desire to give or to serve upon the other party shall be made via using Agent's website, via email (if receipt is verified by the sending party) or if in writing sent by mail or delivered in person. Service of process and receiving of notices and demands are to be delivered to the Agent, or tenant at the address(es) shown on the front of this lease.

**25. Occupancy Contingency:** This Agreement is subject to the vacating of the premises by the present tenants, if any, before the date of occupancy under provided for in this agreement. Agent shall not be responsible to tenant if present tenant does not vacate as planned.

**26. Parking:** Vehicles shall be parked only on paved driveways, or within garages or carports. Any vehicle parked on unpaved portions of the property will be towed at Tenant's expense. Tenant is responsible for any damages caused by vehicles parked on other than paved surfaces. Any vehicle licensed to operate in AZ roads, or used for off road or racing use shall be removed from the property within three days of any disablement or total loss. **FOR SINGLE FAMILY HOMES ONLY: NO VEHICLE MAINTENANCE IN EXCESS OF FIVE (5) DAYS SHALL BE PERFORMED ON THE PROPERTY UNLESS VEHICLE IS MAINTAINED WITHIN AN ENCLOSED GARAGE. HOMEOWNERS ASSOCIATION RULES SHALL GOVERN AUTO MAINTENANCE.**

**27. Smoking:** This property **IS A NON-SMOKING PROPERTY**. Tenant agrees there shall be no smoking of any cigarette, cigar, Marijuana, incense, or vaping of any kind, etc. inside the residence. If evidence of smoke damage and/or smell is detected or discovered during the tenant's occupancy or at the move out inspection, **Tenant shall be liable for a fine of \$500.00 in addition to all costs of removing said damages.**

**28. Bankruptcy:** In the event the tenant declares bankruptcy, the tenant covenants and agrees he/she will not claim the lease as an asset of the bankruptcy, and that the filing of the bankruptcy will constitute a default and so act to terminate this lease.





# UNITED METRO

## PROPERTY MANAGEMENT

**29. Re-keying:** Tenant shall not re-key any lock without prior written approval of Agent. **If done without Agent's approval, tenant will be charged and agrees to pay a \$100.00 breach fee in addition to the cost of a locksmith to re-key home for the Agent's benefit.**

**30. Firearm Restrictions:** Tenant agrees that if they own a firearm, it will not be loaded at any time while on the premises. Furthermore, the firearm must be stored in a locked safe and/or have a trigger lock in place.

**31. Satellite Dishes:** Tenant agrees that if Tenant elects to install a satellite dish, Tenant shall comply with all FCC regulations and any other restrictions that Agent may have regarding the placement of said dish, which will not be unreasonable withheld. Tenant further agrees not to drill any holes into any wall, roof, or balcony railing.

**32. Cosigners:** Cosigners will be held liable for rent, monies owed and damages to the leased premises through the lease period and any renewals/extensions.

**33. Homeowner Associations:** Tenant acknowledges that they have examined and accept all HOA documents (CC&Rs, Rules/Regulations, Architectural Rules, etc.) with regard to restrictions such as vehicles, exterior storage, etc.

**34. Fees charged by Agent:** At any time during the duration of this lease or any renewal thereof, the Agent shall charge the following fees: \$200.00 if Tenant requests Agent amend the lease for any reason. If said request is to add someone to the lease, standard application fees shall also apply. Tenant shall be charged \$75.00 if they do not return/electronically sign a lease renewal document within 5 days of date Agent sends/emails it to the tenant.

**35. Appliances:** If Agent supplies freestanding appliances to Tenant with the premises, Agent shall not be responsible for loss or damage caused by failure of that appliance to operate properly; specifically, Agent shall not be responsible for food or other perishables should a refrigerator not operate properly or cease to operate properly from any cause subject to AZ law. Repairs and/or replacements of appliances shall be the responsibility of the AGENT, except where noted "AS IS" in paragraph 36. Tenant to advise Agent in the event any appliance ceases to operate, or not operate properly.

**36. Appliances:** If any appliance is noted "AS IS" below, they are provided to the Tenant by the Agent without any warranty as to condition or guarantee as to how long they will work. Further, if any such appliance cease to work during the lease, or any subsequent lease renewal, it is the Tenant's sole responsibility and cost to have said appliance repaired or advise the Agent that the Tenant no longer intends on using it. Agent will then arrange to have said appliance removed. If the Tenant replaces any such appliance, said appliance shall then belong to the Tenant providing the Tenant notifies the Agent in writing within ten (10) days of the occurrence that an appliance was replaced.



# UNITED METRO

## PROPERTY MANAGEMENT

Type	Brand	Serial #	Model #
Dishwasher	AMANA / BLACK	NW4212224	ADB1500AWB0
Stove	KENMORE / CRÈME / BLACK	7D210035P	362.75578690
Microwave	N/A		
Water Heater	UNKNOWN	UNKNOWN	UNKNOWN
<u>AS IS</u>			
Washer	YES MAYTAG / WHITE	C32871017	MVWB850YW1
Dryer	YES KENMORE / CRÈME	M23523213	110.86340100
Refrigerator	YES CROSLEY / WHITE	SS2431869	CS22AFXKQ05

**\*\* TENANTS MUST HAND WATER ALL PLANTS AND TREES \*\***

**37. Keys/Remotes: Tenant hereby acknowledges receipt of:**

\_\_\_\_\_ 2 \_\_\_\_\_ House Keys                      \_\_\_\_\_ 3 \_\_\_\_\_ Ceiling Fans                      \_\_\_\_\_ Parking Space #  
 \_\_\_\_\_ Pool/Lake Key                      \_\_\_\_\_ Gate Code                      \_\_\_\_\_ Miscellaneous Keys  
 \_\_\_\_\_ Garage Door Remote(s)                      \_\_\_\_\_ A/C Cage Key

**FRONT \_\_\_\_\_ Mailbox Key - CLUSTER BOX # \_\_\_\_\_ (If a mailbox key is supplied; Agent does not guarantee it works nor does Agent guarantee the safety of use of the key and mailbox and recommend that the Tenant have the mailbox re-keyed. If key is inoperable, or if no key is provided, Tenant shall contact the Post Office. Any cost incurred for re-keying is the responsibility of the tenant.**

TENANT UNDERSTANDS THAT THE FOLLOWING ITEMS, IF PRESENT, ARE NOT WARRANTED BY THE AGENT: MALIBU LIGHTS, LOAD CONTROLLERS, WATER SOFTENER AND/OR PURIFICATION SYSTEM. IN THE EVENT THERE IS A SOLAR HOT WATER AND IT FAILS, AGENT RESERVES THE RIGHT TO REPLACE THE SOLAR WATER HEATER WITH A CONVENTIONAL HEATER.

TENANT FURTHER ACKNOWLEDGES THAT:

- TENANT HAS A RIGHT TO BE PRESENT DURING THE MOVE-OUT INSPECTION.
- THE OWNER OF THIS PROPERTY HAS PREVIOUSLY REGISTERED THE PROPERTY WITH THE COUNTY ASSESSOR'S OFFICE.
- THEY HAVE BEEN ADVISED THAT THEY CAN OBTAIN A COPY OF THE ARIZONA LANDLORD/TENANT ACT FROM THE OFFICE OF THE ARIZONA DEPARTMENT OF HOUSING (WWW.AZHOUSING.GOV).
- UTILITY COMPANIES REPORT ALL DELINQUENT AND DIS-CONNECT NOTICES TO THE AGENT.
- TENANT SHALL PAY A \$25.00 PROCESSING FEE IN ADDITION TO THE COST FOR SERVICE OF NOTICES TO AGENT FOR EACH VIOLATION RECEIVED FROM A MUNICIPALITY OR HOMEOWNERS ASSOCIATION.
- NO MEDICAL MARIJUANA WILL BE KEPT, USED OR GROWN ON THE PREMISES.
- TENANT SHALL FORWARD TO THE AGENT ANY NOTICE RECEIVED FROM ANY MUNICIPALITY (CITY, COUNTY, STATE, ETC).



# UNITED METRO

PROPERTY MANAGEMENT

- 8. TENANT SHALL REIMBURSE HOMEOWNER FOR ALL CHARGES RELATED TO A SECURITY
- 9. SYSTEM FALSE ALARM THAT CAUSES THE POLICE TO SHOW UP AT THE HOME.
- 10. DURING THE LEASE TERM, IF THE PROPERTY OWNER'S INSURANCE COMPANY REQUIRES THAT ANY TENANT'S POSSESSION (I.E. TRAMPOLINE, WATERBED, ABOVE GROUND POOL, ETC.) WILL CAUSE THE OWNER'S INSURANCE POLICY TO BECOME INVALID, TENANT AGREES TO REMOVE SAID ITEM FROM THE PREMISES WITHIN TEN (10) DAYS (FIVE DAYS IF IT INVOLVES A HEALTH OR SAFETY ISSUE) AFTER RECEIVING WRITTEN NOTICE FROM THE AGENT AND PROVIDE PROOF OF SUCH REMOVAL.
- 11. ALL PARTIES ARE COMMITTED TO COMPLYING WITH ALL FAIR HOUSING LAWS AND THAT THE
- 12. TENANT MAY NOTIFY THE BROKER IF THEY BELIEVE THAT A FAIR HOUSING VIOLATION HAS OCCURRED SO THAT THE BROKER CAN FULLY INVESTIGATE AND RECTIFY IT.
- 13. TENANT ACKNOWLEDGES AND UNDERSTANDS THAT IF THEY DO NOT FULLY COOPERATE WITH ANY TENANT RESPONSIBILITY CONTAINED HEREIN AND FORCES THE AGENT TO ISSUE AN ACCESS NOTICE AND ACCOMPANY THE VENDOR TO THE PROPERTY, AGENT WILL CHARGE THE TENANT THE COST OF ISSUING THE ACCESS NOTICE AND A FEE OF \$100.00 FOR ACCOMPANYING THE VENDOR TO THE PROPERTY.
- 14. TENANT UNDERSTANDS THAT THE FOLLOWING ITEMS, IF PRESENT, ARE NOT WARRANTED BY THE AGENT: MALIBU LIGHTS, BAR-B-QUE, LOAD CONTROLLERS, WATER SOFTENER AND/OR PURIFICATION SYSTEM. IN THE EVENT THERE IS A SOLAR HEAT OR HOT WATER AND IT FAILS, AGENT RESERVES THE RIGHT TO REPLACE WITH A CONVENTIONAL HEATER.

Tenant represents to the Agent that the total number of vehicles (including any company cars) is \_\_\_\_\_ including a full description of the following vehicles that will be kept on the property:

**(Year /Model/ Type/ Color/ License Plate Number and State, of car, boat, trailer, truck, RV, etc):**

Year	Model	Type	Color	State/License Plate #



# UNITED METRO

PROPERTY MANAGEMENT

Tenant has read and received a copy of this agreement, and associated addendums, if applicable, all of which are hereby incorporated into this agreement.

**Accepted:**

\_\_\_\_\_  
Tenant (Date) Tenant (Date)

\_\_\_\_\_  
Co-Signer (Date) Tenant (Date)

\_\_\_\_\_  
Co-Signer (Date) Co-Signer (Date)

\_\_\_\_\_  
United Metro Property Management (Date)

Agent

LEASE REVISED 07-27-2021