

**ADDENDUM "A"**  
**TO RESIDENTIAL RENTAL AGREEMENT AND RECEIPT FOR DEPOSIT**

Addendum to and apart of the RESIDENTIAL RENTAL AGREEMENT between the Tenant(s), \_\_\_\_\_ and the Owner/Landlord pertaining to the Premises located at:

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*The following are additional terms and conditions, which constitute a part of the Residential Rental Agreement and Receipt for Deposit, hereinafter referred to as the "Agreement."*

\_\_\_\_ **Repair and Maintenance Requests:** Tenant will be charged for all repair or maintenance service which is determined by the Landlord to be Tenant caused. In the event of an emergency, please call the office.

\_\_\_\_ **Monthly Rent:** Tenant(s) will incur a \$15.00 administrative fee per payment when monthly rent is submitted and/or received by multiple tenant(s). Tenant(s) are encouraged to submit one payment for the "group". Delinquent rent must be paid by money order or certified funds, in full, including all applicable charges, plus all charges allowed by law. Any rent or charges not paid (Balance) become due and payable, as rent, immediately as well as on the subsequent periodic rental due date.

\_\_\_\_ **Air Conditioning and Heating:** Tenant agrees to provide and change the Air Conditioning and Heating filters on a monthly basis. Any damage caused to the heating and cooling units due to neglect of changing these filters **will be** an expense charged back to the Tenant.

\_\_\_\_ **Plumbing Service:** Landlord is responsible for drain repairs resulting from tree roots or collapsed sewer lines. Any damages which are the result of Tenant's negligence, including but not limited to clogged toilets, or overflowing sinks or bathtubs, shall be paid by the Tenant.

\_\_\_\_ **Security/Alarm Monitoring:** Tenant shall be financially responsible for any existing or installed security system when made operable by the tenant. Tenant will be responsible for repairs/maintenance of any existing or installed security system when made operable by the tenant. Landlord does not provide maintenance, service or installation/replacement for any existing or installed security system.

\_\_\_\_ **Water Filtration/Reverse Osmosis/Water Softener:** Tenant shall be financially responsible for any existing or installed watering filtration system when made operable by the tenant. Tenant will be responsible for repairs/maintenance of any existing or installed water filtration system if made operable by the tenant. Landlord does not provide maintenance, service or installation/replacement for any existing or installed water filtration system.

\_\_\_\_ **Tenants Responsibility for Meeting Vendors:** Tenant shall be responsible for meeting Vendor during normal business hours to facilitate completion of needed repairs. If Tenant fails to keep the scheduled Vendor appointment, Tenant will be charged for the Vendor's service charge. Alternatively, Tenant may elect to give the Landlord and/or Vendor permission to access property while Tenant is absent, at Tenant's own risk.

\_\_\_\_ **Home Warranty:** Tenant agrees to pay any Home Warranty service call fees, up to \$100, at the time of service and to send a copy of receipt or invoice, Pursuant to A.R.S. 33-1324(c) and for consideration which is hereby acknowledged, to Landlord for credit towards rent.

\_\_\_\_ **Appliances:** Should the Premises contain a refrigerator, washer and/or dryer, it is strictly provided as a convenience to the Tenant. If these appliances become nonfunctional, the Landlord has the option of repair, replacement or removal. Tenant agrees that any damage to clothing or personal items by the washer or dryer is not the responsibility of the Landlord. Landlord is not responsible for any losses from food spoilage should refrigerator need repair. Furthermore, Landlord is not responsible for excessive electric, gas or water charges from faulty appliances.

\_\_\_\_ **Glass:** Tenant shall be responsible for any and all glass breakage – regardless of the cause of the breakage.

\_\_\_\_ **Rules and Regulations:** Tenant acknowledges receipt of copy of HOA Rules and Regulations. Tenant will be responsible for any fines/violations during tenancy. HOA fines/violation fees are due and payable as rent.

\_\_\_\_ **Landscaping:** Tenant agrees to maintain yard; to water grass, bushes and trees, to mow and trim grass and other foliage neatly and keep yard free of weeds at all times. If Tenant does not maintain landscaping in an approved condition, Landlord will notify Tenant in writing. If Tenant does not comply within 10 days, Landlord may hire an outside landscaper and charge the Tenant. In addition, Tenant understand that any HOA fines imposed will be Tenant's responsibility and such amounts shall be due and owing as rent.

\_\_\_\_ **Alterations:** Written permission from the Landlord is required to make any changes to property such as redecorating or landscaping not limited to painting, adding or removing wallpaper, adding or removing window treatments and changing or adding to landscaping.

\_\_\_\_ **Renters Insurance:** Tenant acknowledges that Landlord's insurance policy will not cover Tenant's personal belongings in the event of a fire, flood or theft. Landlord shall not be liable for any injury to any person or to damage to any property unless such harm or damage is due to the specific negligence of Landlord or arises under law. Landlord recommends that Tenant secure renter's insurance to protect against liability, flood, leaks, property damage or loss and list the landlord as an additional insured on the policy. Should Landlord agree to provide Tenant with any service not required by law, Tenant agrees to hold Landlord harmless for all liability in connection with said services.

\_\_\_\_ **Mailbox Keys:** The Landlord does not issue mailbox keys due to the risk of identity theft. Please contact your local United States Post Office with a copy of your lease agreement to receive your mailbox key. If mailboxes are not serviced by the post office and are owned by an HOA, please contact a certified professional to re-key your mailbox.

\_\_\_\_ **Utilities:** Tenant must activate all utility accounts before move-in. Landlord may not release keys to Tenant if utility accounts have not been established in Tenant's name.

\_\_\_\_ **Parked Vehicles:** Disabled vehicles, or vehicles parked in an area not specifically designated for Parking, including lawns, will be towed away at the Tenant's expense. Tenant agrees that disabled or inoperable vehicles of any kind **will not** be allowed on the premises at any time, except for vehicles stored and kept out of sight in the garage.

\_\_\_\_ **Garbage Containers:** All refuse must be placed in the garbage containers. The containers will be set out no earlier than the evening prior to trash pick-up and will be returned from the curb no later than sundown on the day of pick-up. Recycle and trash containers must be stored inside the garage or in the backyard behind a closed gate.

\_\_\_\_ \_\_\_\_ **Move-out/Vacating of Premises:**

**A. Cleaning:**

1. Tenant must clean the Premises in accordance with move-out instructions provided by the Landlord.
2. The carpets must be professionally cleaned by a Landlord approved Vendor at the Tenant's expense.
3. No adhesives, tape or staples shall be used on walls or woodwork, Nor shall any portion of the property be marked, or otherwise altered.
4. Nails are to be removed and nail holes patched upon vacating Premises.
5. All requirements of the move-out instructions provided by the Landlord must be satisfied at the time of the move-out inspection.

**B. Inspection:**

1. Tenant understands that prior to being refunded any deposits, the property is to be vacant and ready for inspection by the Landlord.
2. Move-out inspection may be scheduled by written request. **The utilities must be on for this inspection.** The Landlord will make every effort to conduct this inspection within 3 days of your vacating the Premises.
3. All keys to the Premises must be relinquished and delivered to the Landlord's property manager's office during business hours at the time of the expiration of the lease. If all terms and conditions of the move-out instructions are not fulfilled at the time of the move-out inspection, Tenant will be charged Sixty Dollars (\$65.00) for each additional move-out inspection performed and may be charged for prorated rent for the unfulfilled period.
4. If Tenant does not comply with move-out instructions, causing Landlord to hire a professional cleaning service, all charges(including a delay in new occupancy) will be charged to the tenant.

- C. Security Deposit Refund:** Tenant acknowledges that within fourteen (14) business days after the fulfillment of all terms and conditions of the move-out instructions, including return of all keys to landlord as well as demand for the deposit, the Tenant's security deposit(less any charges) will be refunded in accordance with the Arizona Landlord and Tenant Act. If no forwarding address is provided by Tenant, deposit refund/disposition statement will be mailed to the last known address for the Tenant.

**TENANT MAY NOT APPLY THE SECURITY DEPOSIT TO THE LAST'S MONTH'S RENT.**

\_\_\_\_ \_\_\_\_ **Left Behind Personal Property:** If Tenant abandons, as defined by A.R.S. ' 33-1370, the Premises, or vacates the Premises, leaving personal property within the Premises and Landlord reasonably believes that the value of such property is insufficient to cover the costs of moving and storage, as provided in A.R.S. ' 33-1370, and as it may be amended, Tenant specifically and irrevocably waive any and all title and interest Tenant had to such personal property and grants Landlord full authority to dispose of such personal property without notice, court order or accountability. Should the value of the personal property left within the Premises exceed the costs of moving and storage, in Landlord's opinion, Landlord shall be granted a security interest in such personal property as provided in A.R.S. ' 33-1370, and as it may be amended. Abandonment of the Premises, vacating prior to Expiration, or termination of the Rental Agreement for Tenant breach will subject Tenant to liability for future Rent payments through the Lease Term and for any subsequent period required to repair any damage to the premises for which the Tenant are responsible.

\_\_\_\_ **Renter Viewings:** Landlord may show the property to potential new renters during the last 6 months of the Lease.

\_\_\_\_ **Property Inspections:** Tenant understands that there will be inspections of the property no more than three (3) times per year by the Landlord for the purpose of monitoring condition of the property and scheduling repairs and maintenance.

\_\_\_\_ **Notices:** The Landlord reserves the right to deliver all notices, required in accordance with the terms of the Agreement, by Process Server or Certified Mail. A "Five Day Notice of Non-Payment of Rent" will be certified-mailed or hand-delivered to the Tenant if rent has not been received in the Landlord's office by the due date. Tenant will be charged a minimum of Thirty-Five Dollars (\$35.00) for said service.

\_\_\_\_ **Application of Payments:** Tenant understands that any past due rent, late charges, HOA Fees, taxes, process service fees and other miscellaneous amounts due from Tenant may first be deducted from any payment received from Tenant. Partial Payments are not acceptable without written approval by the Landlord.

\_\_\_\_ **Additional Costs:** If the property is vacated prior to the expiration of the lease, Tenant will be responsible for reasonable costs to procure a Tenant, including Leasing Fees (or other costs associated with replacement of a qualified Tenant) and all damages incurred by landlord, including but not limited to all rents found to be due and owing through the remainder of the lease, subject to the landlord's duty to mitigate damages.

\_\_\_\_ **Updated Phone Numbers and E-mail Address:** Tenant will provide Landlord with their home, work and cell phone numbers and e-mail addresses. There will be a Sixty Dollar (\$65.00) trip charge if the Landlord is required to drive to the property to contact the Tenant.

\_\_\_\_ **Jury Trial Waiver:** Tenant(s) are hereby notified that in the event of legal action, they would have, as well as the Landlord, the right to a trial by jury. The parties, in a desire for speedy and affordable legal proceedings, if any, **HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL** in any proceedings arising under this agreement, or the tenancy created hereby, including, but not limited to forcible/special detainer.

**Tenant is hereby notified that a free copy of the Arizona Residential Landlord and Tenant Act A.R.S 33-1322 is available from the Arizona Department of Housing or online at [www.azsos.gov](http://www.azsos.gov)**

**Agreement and Acceptance – Tenant has read all pages and agrees to abide by all of the above.**

\_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_  
Owner/Landlord Signature Date