

SHADOW MOUNTAIN PROPERTY MANAGEMENT
20 East State Route 89A Ste. 103 Cottownwood, AZ. 86326
Office (928) 634-2066 Fax: 634-2098

RENTAL LEASE CONTRACT / AGREEMENT

Tenant name: _____

Tenant name: _____

Property Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone: Home _____ Work _____

Cell _____ Fax _____

Landlord/Manager: **Shadow Mountain Property Management.**

This contract is made by, and between, Shadow Mountain Property Management (Agent) for the property (landlord) and the tenants named above. If more than signs this contract each shall be jointly and severally liable for the terms conditions and provisions of this contract.

NO SMOKING IS ALLOWED IN THE PREMISES

Resident agrees that there shall be not smoking inside the rental property at any time. Any smoking must be done outside of the rental property. A violation of this provision may be deemed noncompliant with the lease agreement and result in possible legal ramifications.

Tenant to pay monthly installments of \$ _____ plus applicable sales tax \$ _____, admin fees \$ _____, sewer fees \$ _____, totaling \$ _____ Total amount due for length of contract, including all applicable fees:\$ _____

The term of this contract is _____ months and _____ days, beginning: _____ 9 AM. / Ending _____ midnight.

The Agent may charge a re-rent fee of \$ _____ if the property has to be re-rented due to you/we canceling this contract. Rent in the full amount shall be due and payable no later than 5:00 P.M. on the **1st** day of each month. **There is no grace period.** Agent will not accept partial payment of rent or other charges. A late charge of **\$10.00** a day shall be added to all rent not received by the due date and shall be collectable as additional rent. The tenant shall pay a charge of \$ 50.00 for all checks returned from the bank unpaid for any reason. If a check is returned, late fees will be assessed from the due date. At which time the tenant will be required to make all future payments with certified funds (cashiers check or money order).

If the sales tax changes during the term of this agreement, agent may adjust the amount of rent, upon 30 day written notice to Tenant.

RENT IS TO BE PAID TO: SHADOW MOUNTAIN PROPERTY MANAGEMENT
20 EAST HWY. 89A Ste. #.103 COTTONWOOD, AZ. 86326

There is a drop slot in the front door for payments made after business hours

Property Description/Personal Property: Refrigerator _____ Stove _____ Dishwasher _____ Washer _____

Dryer _____ Microwave _____ Water Softener _____ Other _____

Tenants shall not use any refundable deposits toward the last months rent, penalties, or any other charges.

Tenant shall return all keys, openers, etc, and will vacate the premises on date of termination unless Landlord and tenant agree to an extension or renewal of this agreement. The Agent must be advised prior to additional keys being made or locks being changed. For your safety, Tenant may wish to order the unit re-keyed at Tenant's expense.

Refundable Security deposit \$ _____ Key deposit \$ _____

Refundable Cleaning deposit \$ _____, Non Refundable Cleaning Deposit \$ _____

Refundable pet deposit \$ _____ Non Refundable pet fee \$ _____ Other Deposits \$ _____

Deposits will be held by, Landlord _____ Agent _____ Number of keys given to tenant: _____

Garage Openers _____ Other _____

NO pets are to be on the premises without written consent of the Landlord and Agent. If pets are permitted on the property, only the ones listed are accepted:

Tenant will be held responsible for any and all damages caused by a pet.

The premises shall be used only for residential purposes by the following named persons:

The property must be returned to the Agent in the same condition or better at move out. If the premises are delivered to agent in an unclean or damaged condition, not acceptable to the Agent, Agent may at their option retain all or a portion of the refundable deposits and may hold the tenant liable for any additional charges. According to the AZ., Landlord Tenant Act, the deposits will be used to restore the property to acceptable condition. **All carpets must be professionally cleaned and a receipt supplied to Agent. If there has been a pet on the premises, the tenant must have a black light test done on the carpet at time of cleaning.** All refundable deposits will be refunded by Agent to the tenants listed above within 14 **working days** after the property is surrendered and all keys, openers, and other security devices have been returned to the Agent's office. Leaving keys and etc. in the property does not constitute surrendering of the property.

Utilities: Tenant is responsible for the following utilities:

Electric _____ Nat. Gas _____ Propane _____ % _____ Water _____ Sewer _____ Trash _____ Cable/TV/Phone _____

Tenant must have the basic utilities (electric, gas and water) turned on before move in and must furnish a receipt to the Agent before receiving keys. If the property is on propane, the tank must be at the same or above % at move out. Tenant must leave the basic utilities turned on for **7 working days** at move out, to complete any necessary repairs and/or cleaning.

* If the rent is not paid when due, a **5 day notice to pay or vacate** will be posted and/or mailed. If the Tenant cannot be contacted and the rent has not been paid within ten days of the due date, the property will be considered Abandoned. The Landlord and Agent will comply with the requirements of A. R. S. #33-1370 concerning Tenant's notice and may retain possession of the premises as required by law.

* Tenant must take reasonable care of the property, all equipment, and fixtures within the property. Tenant must report any and all repairs needed to agent immediately. If a repair issue is not reported and causes other damages, the tenant will be responsible for the cost of all repairs. I.e.; water leak causing floor damage. Tenant is responsible for all repairs above normal wear and tear.

* Tenant shall maintain the premises in a neat and safe condition. Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner. Keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and appliances in a clean and reasonable manner, and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors, or in any way, deface, damage, impair or otherwise destroy any other part of the premises. Tenant also agrees to replace furnace air conditioner filters, light bulbs, and smoke alarm batteries. Furnaces and air conditioners operate more economically when filters are changed frequently. If tenant fails to comply with such requirements landlord and or Agent may make necessary repairs and submit a bill to tenant subject to the provisions of A. R. S. #33-1369. landlord and Agent 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, keep all the common areas in a clean and safe condition, and maintain in good and safe working order all existing appliances, plumbing and electrical facilities. Landlord and Agent agree to maintain the premises as provided in A. R. S. #33-1324. Tenant shall not make any alterations or improvements without Agents prior written consent

All Tenants' vehicles must be registered with Shadow Mountain Property Management. Number of vehicles will be limited to parking accommodations, driveways and garages

Make/model _____ Year _____ Color _____ License# _____
Make/model _____ Year _____ Color _____ License# _____
Make/model _____ Year _____ Color _____ License# _____

Arizona Law requires all operating vehicles to be licensed and insured and all drivers to be licensed. Vehicles without a current license will not be permitted.

All vehicles must be operable. No vehicle repairs will be permitted that take longer than 1 day to complete.

- * Landlord and Agent strongly recommend that tenant's obtain and keep renters insurance in full force in effect for the full term of this Agreement. Tenant assumes all liability for personal injury, property damage or loss, and insurable risks.
- * Tenant cannot sublet, transfer, or assign this rental agreement and / or allow any persons other than those listed to occupy the premises. Tenant may contact Agent to discuss possible additional occupants.
- * Landlord and Tenant agree to indemnify and hold harmless Brokers, Property Managers, and any respective Agents, representatives, or employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by landlord or Tenant or their guests, invitees, Agents, pets or others under their control.
- * Landlord, Agent and tenant agree to comply with applicable laws, ordinances, regulations, covenants, conditions and restrictions, and homeowner's association, rules and regulations concerning the premises. Tenant shall be responsible of any actions of any tenant's family, guests and invitees who violate this agreement or landlord's rules or regulations.
- * The tenant agrees to make the premises available to the landlord with at least 48 hours, two (2), calendar days' notice in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services to workmen or contractors as authorized.

Agent or other sales Agents will provide a 24-hour notice for showing the property during reasonable hours. The Tenant should keep the premises presentable for showing. If possible, the Agent will inform the Tenant the property is for sale and that a "For Sale" sign will be put on the property.

* Agent or other sales Agents shall have the right to show the unit to prospective Tenants, after the current Tenant has notified the Agent of the intent to vacate. Resident allows that the property may be shown during the last 30 days of the tenancy to prospective residents or others with 48-hour notice by telephone. Resident acknowledges that it is impractical to give 48 hours written notice during this time period and shall allow access as agreed herein.

***There must be a 30 day written notice, prior to expiration of current lease, given to the Agent prior to the tenant moving, or all deposits may be forfeited.** Notice- Unless otherwise provided for by statute or by agreement of the parties, all notices, including renewal or non-renewal of your lease shall be in writing within 30 days prior to expiration of lease, and Such notice shall be deemed received in our office on the date the notice is actually received or the (5) calendar days after the date the notice is mailed by registered or certified mail, which ever occurs first. Agreement shall remain in effect for one year expiring at 11:59 pm yet will automatically renew unless written notice of cancellation is issued within 30 days prior and will become a month-to-month lease.

PLEASE INITIAL THE ABOVE SECTION. _____

TENANT OBLIGATIONS

1. Abide by all terms and conditions of the Contract/ Agreement
2. Conduct themselves and require other persons on the premises to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of their premises.
3. The Landlord hereby informs the tenant that this is a crime-free rental. In the event that you or your guests are involved in a crime in or around the rental property, you will be immediately evicted for that action.

The Tenant nor any other person on the premises shall engage in any illegal, criminal activity including drug-related manufacture, distribution, sale or use of a controlled substance. No prostitution, criminal street gang, unlawful discharge of fire arms or any activity that would jeopardize the health, safety and welfare or the Landlord, Agent, neighbors or other Tenants or cause any property damage.

4. Take care of the yard surrounding the premises. Water grass and trees as needed. Cut weeds, minor trimming to trees and shrubs, remove all cuttings and debris.
5. Tenant is responsible for pest control of the premises. If tenant notifies Shadow Mountain that there is a pest problem within 1 month of move in, we will call to have the premises sprayed (1) time only. After the preliminary spray, the tenant can continue at the tenant's expense.

VIOLATION OF ANY PROVISIONS AND TERMS OF THIS LEASE CONTRACT/AGREEMENT MAY BE CAUSE FOR IMMEDIATE TERMINATION OF TENANCY

By signing below, Tenant acknowledges that:

1. A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's office A. R. S. #33-1322(B).
2. The Agent shall furnish upon move-in, a move-in inspection form that is to be completed by the Tenant within 2 weeks of move-in and returned to the Agent. This inspection form will be used to verify any and all damages at move-out.

3. The Tenant may be present at the move-out inspection. The move-out inspection must be scheduled prior to move-out date and the Tenant must be ready to surrender the premises and keys. If the Agent arrives for the inspection and the Tenant is not ready, the Tenant will be charged \$50.00 for the missed appointment.

4. Tenant understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all pages of the Agreement, inspection form and any addenda's.

Other info. _____

*Tenant Date

*Tenant Date

*Tenant Date

Co-Signer Date

*Tenant Date

Agent/Property Management Date

Broker Date