

ADDENDUM TO AAR LEASE

1. Crime Free Lease: The Landlord hereby informs the Tenant that this property participates in the crime-free rental program. Any person arrested and convicted of a felony in the past five years or released from any prison or jail in the past five years is prohibited from living on or visiting the rental property. 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 agrees to abide by all city and state laws and codes. **THE USE OF MARIJUANA IS STRICTLY PROHIBITED BECAUSE MARIJUANA IS A BANNED SUBSTANCE UNDER FEDERAL LAW.** Failure to comply with this paragraph may result in an immediate eviction. Tenant further agrees to report any actions by others that violate federal, state or city laws. Tenant agrees that any police report made that involves the tenant, their guest or the rental property may be admitted as evidence and hereby waives any hearsay objections.
2. Renter's Insurance: Tenant hereby acknowledges that the Landlord is not the insurer of the tenant's personal property. Tenant is required to carry renter's insurance and must provide the landlord a copy within ten days of executing the lease agreement.
3. Jury Trial/Class Action Waiver and Attorney Fees: The Landlord and the Tenant hereby waive their right to a jury trial and to participate in a class action against the other party. The prevailing party to any lawsuit or other legal action is entitled to attorney fees and costs.
4. Collection Costs: In the event that either party breaches the rental agreement, the prevailing party is entitled to recover as additional damages, all costs to collect the monies owed; including any money the party pays a collection company or lawyer to collect those funds.
5. Utility Responsibility: The Tenant acknowledges that they are responsible for all utilities. In the event the Tenant fails to transfer the utilities into their name upon execution of this lease, if the utilities are not paid for by the tenant, if the utilities are shut off during the tenancy, or if the utilities are transferred back into the Landlord's name by the utility company due to non-payment by the Tenant, the Tenant agrees that the Landlord may immediately file for an eviction following a five (5) day notice of that breach to the Tenant.
6. Pest Control Responsibility: The Tenant acknowledges that they are responsible for all pest control. The Landlord suggests that the Tenant maintain a monthly service contract with a pest control company. Tenant acknowledges that they live in the desert and that pest such as ants, roaches, and scorpions are part of desert living, especially during foul weather. Monthly or weekly pest service should eliminate the problem, but the condition of the rented premises also affects the presence of pests.

7. Duty to Report: The Tenant agrees to report all issues that may negatively affect the rented premises (ie: water leaks, roofing problems, existence of mold, or other health or safety issues). In the event the Tenant fails to report any problem that they know of or should have discovered, the Tenant may be evicted and waives any other claims for damages to their personal possessions, their health or safety.
8. Animal Restrictions: The Tenant agrees to specifically identify in writing the sex and breed of every animal living on the premises. The Tenant agrees to provide proof of licensing and up-to-date shot records for each of these animals. The Tenant agrees to comply with all community/city/state rules and regulations regarding pets. The Tenant agrees to maintain an insurance policy that covers the pet(s) listed in the Animal Addendum and agrees to name the Landlord as an additional insured on that policy (assistive animals are exempted from this insurance requirement). Tenant agrees to not permit any other animals to visit or live in the rental premises (assistive animals are exempted from this requirement but must be fully disclosed and approved by landlord). Written permission by the Landlord and a pet deposit is required for each animal brought onto the premises (assistive animals are exempted from paying a pet deposit). No animal may be brought onto the premises that has previously acted in an aggressive manner toward any human (including the owner of the animal) or animal or damaged any property in any manner.
9. Support or service animal or other fair housing issues: Landlord recognizes that a Tenant or their guest may need a service animal or support/assistive animal. Tenant agrees that no such animal may be allowed on the premises without written notification to and written consent by the Landlord. Landlord has available form to Request for An Accommodation and a Verification of Disability By Medical Provider. Tenant understands it is illegal in Arizona for a person to falsely claim that an animal is a service animal. The Landlord rents to all residents who otherwise qualify and applies all rules and regulations equally, regardless of race, religion, disability, ethnicity, religion, sexual preference, familial status or any other protected issue. Resident agrees to immediately notify the Landlord, or their statutory agent, in writing of any issues that may relate to a fair housing issue.
10. In the Event of Death, Incarceration, or Incapacitation Form: All Tenants must fill out the Permission for Access following Death, Incapacitation or Incarceration form.
11. Smoking Rule: Tenant agrees that there shall be no smoking of anything inside the rented premises at any time. Any smoking must be done outside of the premises. Tenant agrees to pay the Landlord a fine of \$_____ for violation of this provision and further understands that this is a noncompliance of the lease terms.
12. Satellite Dishes: Tenant agrees that if the Tenant elects to install a satellite dish, they shall comply with all FCC regulations and any other restrictions that restrict the placement of the dish (state, HOA, etc.). The Landlord will not unreasonably prohibit the placement of said satellite dish but will prohibit the Tenant from attaching the dish directly to the Landlord's property in any manner (ie: nails or screws) unless the

Landlord gives written consent for the permanent placement of the dish. Tenant must obtain insurance to cover the installation of the dish, naming the Landlord as an additional insured.

13. Drop Box: Resident understands that they may use the night slot/drop box to tender their monthly rent. However, resident uses it at their own risk. Management does not warrant security on the drop box should the rent be lost, stolen, or otherwise removed by a third party. Resident agrees to reimburse the Landlord immediately for the rent that was allegedly delivered to the drop box within five days of written demand, even if they have placed a trace on those funds.
14. Lost Money Orders: Tenant agrees that it is their responsibility to deliver rent to the Landlord. The Tenant agrees that in the event a money order (or certified funds) is lost or misplaced, it is the Tenant's responsibility to trace that money order. Tenant must replace that lost or misplaced money order immediately, and provide the Landlord with proof that they are tracing said money order in a timely manner. Landlord agrees to give the Tenant credit toward the rent only upon proof presented by the Tenant that the Landlord, or their agent, actually received and cashed the lost or misplaced money order or certified funds.
15. Abandoned Property: In the event that the Tenant abandons any personal property in or around the dwelling unit after they vacate the home, the landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a sale exceeds the amount that would be realized from the sale. Any property left behind after returning keys will not be stored and may be immediately disposed of. All other property will be held for 14 days pursuant to statute.
16. Weapons: All guns and other weapons in the household must be holstered and/or stored in a safe manner at all times and stored separately from the ammunition.
17. Guest Policy: Visiting guests, individually and cumulatively, may not stay more than seven days in a row, not more than a total of 30 days per twelve-month period, and not more than two persons per visit. Guests using recreational facilities must be limited to two guests per apartment and must be registered with the Manager. You must accompany your guests while using the recreational facilities. The Manager may request that one or all guests leave the Premises immediately. The safety of your guests is your responsibility. Management is not liable for injury to guests or damage to their property while visiting, subject to Arizona law.
18. Electronic Communication: The parties hereby agree that any communication may be sent via email or fax or any other electronic means of communication and that it is deemed received only when the other party acknowledges in writing actually receiving this notice or communication.
19. Applicable Law. This Lease is entered into in the State of Arizona, and the rights and obligations of Landlord and Tenant hereunder are subject to all applicable local, state

and Federal laws, statutes, regulations and ordinances, as amended and in effect from time to time ("Applicable Law"). All provisions are intended to be compliant with current state law. If any provision of this Lease is held to be invalid or unenforceable under Applicable Law, then such provision shall be deemed to be amended so as to be in conformity with Applicable Law, and the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord and Tenant elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed. No reference to any liability of either party is intended to modify, eliminate or reduce any liability of the other party that is created by any statute, ordinance or law.

20. ONLY FOR PROPERTIES LOCATED IN THE CITY OF TEMPE: Upon execution of a lease or rental agreement for a rental housing unit, a tenant is entitled to receive a copy of informational material provided by the City of Tempe concerning housing standards. By executing this lease or rental agreement, the tenant acknowledges receipt of such materials.

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Landlord/Agent	_____ Date