

PREFERENCE PROPERTIES LLC
SIERRA VISTA, AZ 85635

705 EAST WILCOX,
520 803-RENT 7368

TENANT INFORMATION AND INSTRUCTIONS

Please read and retain for future reference.

It is a pleasure to welcome you as our tenant. We believe that if you are familiar with some of our obligations, responsibilities, and policies, most misunderstandings will be avoided and, consequently a better relationship will be established between us.

We at Preference Properties LLC represent the owners of our properties and can only rent to you upon a favorable credit report & other qualifying factors. We are bound by legal contracts with them, as well as with our tenants.

We believe we can best serve the interests of all parties by offering complete, courteous, and prompt service to you. Both parties to any lease or rental transaction have certain obligations and responsibilities. **THESE OBLIGATIONS DO NOT LIE SOLELY WITH US, THE PROPERTY MANAGERS.** You are requested to read the lease agreement, which you have signed or will sign with us. It is a legal document and is binding on all parties who have signed it. We as the Property Manager, have no authority to deviate from this contract. We will be very happy to answer your questions, but you are requested not to ask us to breach any of its covenants.

Your deposit indicates your good faith that you will abide by all covenants of the lease agreement. If you do not fulfill your part of the contract, the deposit will be used to reimburse the owners for any loss he suffers. If the deposit should be inadequate to cover the loss, you will be billed for the balance or turned over to a collection agency.

We may be forced to use some or all of your deposits for the following reasons: (1) failure to give full (30) days written notice, as per the Arizona Landlord and Tenant act and the 30 Day Notice to Vacate prior to the expiration of your Lease Agreement, that you intend to vacate the property. **WE CANNOT ACCEPT THIS REQUIRED NOTICE BY TELEPHONE.** However, you may telephone us to request a form to use in submitting your written notice. (A form has already been provided upon signing your lease); (2) failure to leave premises clean when vacated; (3) damage to building, built-in appliances, or landscaping through negligence, misuse, or maliciousness.

If a military transfer occurs prior to the expiration of your lease, the military clause applies. You are still required to give a full 30 days notice from the 1st of the month and must provide a copy of your orders. If you must move out without being able to give the required notice, we will make every effort to again rent the property before you leave and reimburse you any rent that may be due to you. We do not collect rent from two different tenants on the same property at the same time. Military personnel transferred away from the area must turn in a copy of their orders.

We will accommodate, to the fullest extent possible, any person with a disability by making reasonable modifications of existing premises. In most cases the tenant will be expected to share in the expense of the modification.

Property will be checked out only after you have completed all the required cleaning listed on Security/Damage & Cleaning Form. Checkouts will be made by appointment between 10:00 a.m. and 4:00 p.m., Monday through Friday.

During the term of your lease you will be required to take normal care and perform normal maintenance on the property and its equipment, including watering grass, shrubs and trees and removing weeds.

You must keep your drains free of grease, hair, lint, or food, which can clog them if they are not flushed out occasionally with a good chemical drain cleaner. The owners will pay only for stoppages that are caused by faulty construction, such as mortar or stones, in the sewer, or by tree roots. If you should have a stoppage and you are unable to clear it, please call a drain service (Roto Rooter 458-9296). If they determine that the stoppage was caused by mortar, stones, or tree roots, we will reimburse you for the expense. **Otherwise it is your responsibility.** We highly recommend that you **DO NOT** put potato/carrot peels, pasta down the garbage disposal! If a jamb occurs there are UTube videos available to help you to un-jamb the disposal. If you cannot get the disposal running, please submit a work order on-line and you will be charged accordingly.

If you have a repair, please submit a service request via your tenant portal and an appropriate service person will be assigned to you. In the event of an emergency, there are instructions for after hours procedures. Call the office at 520 803-7368, Press the number 2. (In case of a broken pipe locate your main turn off valve to turn off the whole house water source or your water company. In case of fire call the fire department.)

Please keep this information and your copy of the lease agreement after you have read them. Do not hesitate to ask questions: We prefer a clear understanding at the outset than to have a misunderstanding later.

Property Management is our business and we firmly believe that the best way to be successful is to give our owners and their tenants' fair, businesslike and courteous service. If you have suggestions on how we may improve our service, please feel free to tell us.

We wish to remind you that Property Management is just one of the many services we offer. Whether renting or purchasing a home now or in a future location we can offer the best in any type Real Estate service: Buyer Brokerage, Listing homes and land etc. We can also help you to locate a professional Realtor for information at your future destination in another city.

It will be a pleasure to help meet your Real Estate needs.

WE DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAW AND THE ARIZONA RESIDENTIAL LANDLORD TENANT ACT. A free copy can be obtained at www.azsos.gov.

Tenant(s) Initials



Revised 03-15-2018



SECURITY/DAMAGE AND CLEANING FORM

In order for your Security/Damage and cleaning deposit to be refunded, the following requirements must be met.

1. The property will be in the same condition or better upon vacating as was prior to your occupancy. (Fair wear and tear will be taken into consideration).
2. 30 days Written notice of vacating property no later than the first day of the month given to: Preference Properties LLC at 705 East Wilcox, Sierra Vista, AZ 85635.
3. Property will be checked out only after tenant has completed all final cleaning & final pest spray has been done. Checkouts will be **made by appointment** from 10:00 a.m. to 4:00 p.m. Monday through Friday. **UTILITIES TO REMAIN ON FOR 3 BUSINESS DAYS AFTER THE INSPECTION.**

Please be sure that any **damages have been repaired prior** to our walk through. It is less expensive if you do it.

MILITARY STYLE CLEAN OUT – PROFESSIONALLY CLEANED A copy of company **approved providers** will be provided. (**Paid receipts will be required** at time of final inspection.) Some of the items required are listed below. A detailed list will be provided when you turn in your 30 Day Notice.

1. All windows washed inside and outside. (Screens unlock from the inside and are removed from the outside. If you have bent them replace them.)
2. Floors vacuumed, washed and waxed.
3. Range, oven unit and hood vent cleaned. If burner pans are soiled replace them. Be sure to clean under the burners. Place hood vent screen in dishwasher to clean.
4. All cabinets, counter tops, drawers and cupboards cleaned (inside and out.) Lemon oil or "Old English" helps on cabinet fronts.
5. Refrigerator/freezer cleaned. (Inside, outside, top bottom & under.)
6. All light fixtures cleaned and put back in place. Replace bulbs as necessary.
7. All door frames, baseboards and walls wiped down.
8. All outlet plates and heating cooling plates cleaned.

9. Patch and repaint nail holes to match existing paint. Be careful to verify if it is gloss, semi-gloss or flat paint!
10. Mirrors, tubs/showers and enclosures, and toilets are to be cleaned. Use of vinegar or a commercial cleanser and a pumice stone, while you are living in the home removes the calcium/lime buildup. **Scrub toilets with the pumice stone not tubs or showers.**
11. Carpets **professionally** STEAM cleaned, sanitized, and repaired throughout by a licensed and bonded company. (Paid receipt required.) If you have a pet additional stain removal & deodorizer to be included in the cleaning. Ask Landlord on approved cleaners. This to be done after all the interior cleaning and repairs has been done prior to walk through.
12. Carports, garages & storage sheds to be swept out & cleaned for grease and oil. Sidewalks & entryways to be swept out and hosed off. Exterior light fixtures to be cleaned and bulbs working.
13. Yard, front and rear to be free of weeds and debris. (Round-Up, Ortho Ground clear or Doomsday used periodically especially during the rainy season keeps the weed problems under control.)
14. Properly dispose of all trash and garbage. It is your responsibility to call the garbage company if an extra pick up is required.
15. Final pest extermination (inside & out) to be done after carpets are dry. Receipt to be turned in at the final walk through from a certified extermination company.

Receipts for the professional cleaning, carpet cleaning & pest extermination are required at check out.

We are proud of our home and thank you for helping maintain that pride!

Debby DeRosa, Preference Properties LLC

803-RENT (7368)

Tenant(s) initials



Revised 06/16/16





The Tenant Advisory is a Resource Provided by the Arizona Association of REALTORS®

Residential Rentals are required to comply with the Arizona Residential Landlord/Tenant Act:
<http://1.usa.gov/1DcWQKx>

Verification of Ownership

Prior to executing a lease agreement or conveying any money, tenants should independently verify the owner of the property and confirm that they are contracting with the owner of record. If a person other than the owner signs the lease agreement, tenants should verify that the third party has authority to act on the owner's behalf. Information regarding property ownership prior to executing a lease agreement or conveying any money, tenants should independently verify the owner of the property following: https://www.aaronline.com/2015/07/arizona_county_assessors/.

COMMON DOCUMENTS A TENANT SHOULD REVIEW

1. Residential Lease Agreement

Tenants should protect themselves by taking the time to read the residential lease agreement and understand their legal rights and obligations before they enter into a lease agreement. Click to view a sample of the agreement: <http://bit.ly/1GcMWZq>.

2. Residential Lease Owner's Property Disclosure Statement (RLOPDS)

Many landlords provide a RLOPDS. This document poses a variety of questions for the owner to answer about the property and its condition. The property manager/broker is not responsible for verifying the accuracy of the items on the RLOPDS; therefore, a tenant should carefully review the RLOPDS and verify those statements of concern. Click to view a sample of the RLOPDS. <http://bit.ly/20CtjGM>.

3. Homeowners Association (HOA) Governing Documents

If CC&Rs are recorded against the property, the tenant agrees to follow the CC&Rs. It is essential that the tenant review and agree to these restrictions prior to leasing a property. The Arizona Department of Real Estate (ADRE) advises: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict."

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees. Tenants with questions about their rights and remedies regarding homeowners associations or community associations should read the information provided at

<http://www.azre.gov/PublicInfo/RealEstateResearchTopics.aspx>
or Chapters 16 and 18 of the Arizona Revised Statutes – Title 33:
<http://www.azleg.state.az.us/arizonarevisedstatutes.asp?Title=33>.

4. Lead-based Paint Disclosure Form

If the home was built prior to 1978, the landlord **must** provide the tenant with a lead-based paint disclosure form. Information about lead-based paint may be obtained at Arizona Department of Real Estate: <http://bit.ly/1LWSiz9> or <http://www2.epa.gov/lead>.

5. Move-in/Move-out Inspection

The importance of inspecting the property at the time of moving in cannot be over-emphasized. The tenant is encouraged to fill out a move-in/move-out checklist to identify material defects in the property within the stated timeframe. A sample of AAR's Move-in/Move-out Condition Checklist can be viewed at: <http://bit.ly/23FE10Q>. Tenants should keep a copy of the checklist for their records and may also want to take photographs of any damage observed at the time of move-in.



COMMON DOCUMENTS AND DISCLOSURES

1. Notice

Unless otherwise agreed, all notices shall be sent registered or certified mail, or personally delivered. A.R.S. §33-1313.

2. Repairs and Property Condition

Pursuant to Arizona law, the landlord is generally responsible for ensuring that all "electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required supplied by him" be in good and safe working order and condition. A.R.S. §33-1324. It is the landlord's responsibility to make sure that necessary repairs are made to keep the property in a fit and livable condition. It is the tenant's responsibility to notify the landlord of any/all necessary repairs. Following proper notice, the landlord has five days to make any repairs that materially affect the health and safety of the tenant(s) and 10 days to make any other requested repairs. **NOTE:** Pursuant to A.R.S. §33-1324(C), the landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant will perform the the landlord's duties to maintain a fit premises and perform specified repairs.

3. Access to the Property by Landlord or Landlord's Representative

Unless the tenant requests repairs in writing, the landlord must give the tenant at least two days notice to enter the property, during reasonable hours, to make repairs, conduct inspections, have services completed or exhibit the property to prospective purchasers and tenants. The landlord has the right to immediately enter the premises in the event of an emergency or by court order. A.R.S. §33-1343.

4. Deposits/Fees

The lease agreement should specify which deposits/fees are refundable and which are not. A landlord is not permitted to demand refundable security in an amount in excess of one and one-half month's rent.

During the term of the lease, the tenant's security deposit should be held by the landlord or in a broker's trust account (disclosed in writing). At the end of the lease all refundable deposits shall be refunded to the tenant pursuant to A.R.S §33-1321(G). The landlord can subtract unpaid rent or repair costs from the security deposit.

Within 14 business days after termination of the tenancy and delivery of possession and demand by the tenant, the tenant is

entitled to receive an itemized list of any/all security deposit deductions together with the amount due and payable to the tenant. A.R.S §33-1321(D).

5. Termination of the Lease

Unless the parties desire for the lease agreement to continue, written notice of intent not to renew the lease agreement shall be issued pursuant to the terms of the lease. If the lease continues on a month-to-month basis, absent prior written agreement, either the lease owner or the tenant may terminate by providing 30-days written notice prior to the periodic rental date (i.e. the date on which rent is due) per A.R.S. §33-1375(B).

If the tenant vacates the property before the lease expires, they can still be held responsible for damages, including, but not limited to, monthly rent. A holdover tenant is someone who stays in the lease property after the express term of the lease has expired. The landlord can choose to evict a holdover tenant or allow the tenant to continue living in the property on a month-to-month basis under the terms and conditions of the lease agreement.

6. Foreclosure

The landlord shall not allow the property to become the subject of a trustee's sale and doing so may place the landlord in breach of the lease agreement. Nonetheless, a landlord's failure to pay the mortgage does not eliminate the tenant's obligation to pay rent. To avoid breaching the lease, the tenant should continue paying rent to the landlord up to the date on which the foreclosure is completed.

7. Insurance

Tenants are strongly encouraged to obtain renter's insurance for their benefit. Pursuant to some lease agreements, certain pets may require additional insurance coverage. Tenants are encouraged to contact an insurance professional concerning additional coverage that may be required.

<http://1.usa.gov/1kTWey8>

8. Fair Housing & Disability Laws

The Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. Visit HUD's Fair Housing/Equal Opportunity website at: <http://1.usa.gov/1pbD5W>

For information on the Americans with Disabilities Act, visit www.usdoj.gov/crt/ada/ada.htm.



ADDITIONAL INFORMATION

1. Pests

Bedbugs: Bedbug infestation is on the rise in Arizona and nationally. For more information on rights and obligations with respect to bedbugs visit the following websites at <http://bit.ly/1LAcgey> , www.cdc.gov/parasites/bedbugs/ or www.epa.gov/bedbugs/

Scorpions: Information on scorpions may be found at <http://bit.ly/1hq9y6>

2. Swimming Pools and Spas

Barriers: Each city and county has its own swimming pool barrier ordinance and tenants should investigate and comply with all applicable state, county and municipal pool regulations. Pool barrier contact information for Arizona cities and counties may be found at: <http://bit.ly/20ZG8tp>. The Arizona Department of Health Services Private Pool Safety notice may be found at http://azdhs.gov/phs/beh/pool_rules.htm . The state law on swimming pools is located at www.azleg.state.az.us/ars/36/01681.htm .

3. Sex Offenders

The presence of a sex offender in the vicinity of the property is not a fact that the landlord or broker is required to disclose. Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. This information may be accessed at: <http://bit.ly/20CwL4l> or through the National Sex Offender Public Website at: <http://1.usa.gov/1SgkOJk> . Prior to June 1996, registration was not required and only the higher-risk sex offenders are on the website.

ADDITIONAL RESOURCES

- Links to state agencies, city and county websites: www.az.gov .
- Arizona Tenant's Rights and Responsibilities Handbook: <http://bit.ly/1ubx4g>
- Arizona Department of Real Estate Consumer Information: www.azre.gov/InfoFor/Consumers.aspx .
- Find a REALTOR®: www.aaronline.com/realtor-search/ .
- For information on indoor environmental concerns, the EPA has a host of resource materials and pamphlets which are available here. www.epa.gov/iaq/pubs/index.html .
- For crime statistics in all Arizona cities go to: www.leagueaz.org/lcd/ , click on the city/town and search for "crime statistics."
- Tenants may find that children cannot attend the school nearest to the property and may even be transported to another community. For information about Arizona's schools visit: <http://www.azed.gov/> .
- U.S. Department of Housing and Urban Development Housing Choice Vouchers Fact Sheet can be found at the following site: <http://1.usa.gov/1sg4YU3> .
- Information regarding Section 8 programs available through the Arizona Public Housing Authority can be found at: <http://1.usa.gov/1tbQTAh> .
- Maps for military airports can be found at <http://www.azre.gov/AirportMaps/MilitaryAirports.aspx> .
- Maps for many of the public airports can be found at: www.azre.gov/AirportMaps/PublicAirports.aspx .



TENANT ACKNOWLEDGMENT

Tenant Advisory

*A Resource for
Real Estate Consumers*

Tenant acknowledges receipt of all four pages of this advisory. Tenant further acknowledges that there may be other disclosure issues of concern not listed in this advisory. Tenant is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the leasing of any property.

The information in this advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.



ARIZONA
association of
REALTORS®

^TENANT SIGNATURE DATE

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