

RESIDENTIAL PROPERTY LEASE ("AGREEMENT")

THIS LEASE made this _____ day of _____, 2011, between **BOPP PROPERTIES, LLC** ("LANDLORD") and _____ ("TENANT"). In consideration of the payment of the rent and the performance of the promises by the TENANT set forth below, the LANDLORD does hereby lease to the TENANT the following described residence situated in the City or Town of Tucson, County of Pima in the State of Arizona; the address of which is:

**7401 W. Bopp Rd.
Tucson, AZ 85735**

To be received from TENANT, in accordance with the Security Deposit Payment Plan below, the sum of \$ _____ as earnest money which upon acceptance of this rental agreement, the LANDLORD shall apply as follows:

| Security Deposit Breakdown | Amount | Refundable | Non-Refundable | Comments |
|-------------------------------|--------|------------|----------------|----------------------------|
| Total Security Deposit | | | | |
| Security Deposit | \$1000 | \$1000 | | Refundable as per contract |
| Pet Deposit | | | | |

Note: The breakdown of the deposit amounts shown above is solely for the purpose of showing how such amounts were calculated and does not limit LANDLORD'S right to use all deposit amounts as permitted by A.R.S. 33-1321 and 33-1341. **TENANT shall not use any refundable deposit as a credit towards the last month's rent.** Deposits may be placed in interest-bearing accounts, which interest shall be retained by LANDLORD. Unless specified as refundable, the above monies are Non-Refundable.

The TENANT in consideration of the leasing of the premises agrees as follows:

- TERM:** This Lease shall commence on the _____ day of _____, 2011 and shall continue for a period of _____ months thereafter; expiring on the _____ day of _____, 2012. TENANT must provide 30 (thirty) days written notice of their intent to vacate, delivered by certified mail. If the TENANT fails to vacate the premises as provided for in this Agreement, the LANDLORD shall be entitled to recover an amount equal to not more than two (2) months periodic rent or twice the actual damages sustained by the LANDLORD, whichever is greater, as provided for in A.R.S. 33-1375(C).
- RENT:** TENANT shall pay monthly installments of \$ _____ plus any applicable sales taxes, which are currently totaling \$ _____ ("RENT"); see Rent Payment Calculation below.

| Rent Payment Calculation | Amount | Comments |
|----------------------------|--------|--|
| Monthly Rental Fee | | |
| Sales Tax Charged | | |
| Pet Deposit | | \$20 monthly –OR– \$240 prepaid |
| Total Rent Payment: | | Due on the 1ST day of each month |

RENT in the full amount and all other accrued charges shall be due and payable no later than 4:00 p.m. on the 1ST day of each month during the term of this AGREEMENT. If the sales tax changes during the term of this Agreement, LANDLORD may adjust the amount of RENT due to equal the difference caused by the tax change upon thirty (30) days written notice to TENANT (A.R.S. 33-1314(E)). The monthly rental payments shall be made payable to **BOPP PROPERTIES, LLC** and mailed or otherwise delivered to the LANDLORD at the following address:

**BOPP PROPERTIES, LLC
c/o Kelly Sortelli
1465 E. Morelos St.
Chandler, AZ 85225**

Any rents lost in the mail will be treated as if unpaid until received by LANDLORD.

Initials _____ / _____

3. **RENT PRORATION:** Should the tenancy commence on a day other than the 1st (first) day of the month, the first months rent shall be prorated or adjusted between the parties, hereto, so that all additional rental payments shall become due on the 1st (first) day of each month. TENANT shall pay

\$ _____ per day, for a total of \$ _____ for the period beginning _____ and ending _____; see Rent Proration Calculation below.

| Prorated Rent Payment | Amount | Comments |
|-------------------------------------|--------|--|
| Rent Payment From _____ To _____ | | \$1000 / number days in month = rent per day |
| number of days to be prorated | | rent per day x number days |
| Total Prorated Rent Payment: | | |

4. **LATE FEE & PARTIAL RENT:** LANDLORD is not required to accept a partial payment of RENT or other charges. A.R.S. 33-1371(A). If the rent is not paid on or before the **5th (fifth)** day of the month by 4:00pm, TENANT agrees to pay a late charge of **\$50.00** plus **\$10.00** per day thereafter until paid in full. TENANT further agrees to pay **\$25.00** for each dishonored bank check plus appropriate late charges from the due date until good funds are received. The late charge period is not a grace period, and LANDLORD is entitled to make written demand for any rent unpaid on the second day of the rental period. All late fees and returned-check fees shall be considered as 'Additional Rent'. Any unpaid balances remaining after termination of occupancy are subject to 1% interest per month or the maximum allowed by law.
5. **PHYSICAL POSSESSION:** If LANDLORD is unable to deliver possession of the premises at the commencement hereof, LANDLORD shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but TENANT shall not be liable for any RENT until possession is delivered. TENANT may terminate this AGREEMENT if possession is not delivered within 3 (three) business days of the commencement of the term hereof.
6. **DEFAULT:** If TENANT fails to pay RENT when due, or perform any term hereof, after not less than 5 (five) days written notice of such default given in the manner required by law, the LANDLORD, at his/her option, may terminate all rights of TENANT hereunder, unless TENANT, within said time, shall cure such default. If TENANT abandons the property while in default of the payment of RENT, LANDLORD may consider any property left on the premise to be abandoned property and may dispose of the same in any manner allowed by law. In the event the LANDLORD reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of LANDLORD for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by TENANT, LANDLORD may elect to (A) continue the lease in effect and enforce all his/her rights and remedies hereunder, including the right to recover the RENT as it becomes due, or (B) at any time, terminate all of TENANT'S rights hereunder and recover from TENANT all damages he/she may incur by reason of the breach of lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid RENT for the balance of the term exceeds the amount of such rental loss which the TENANT proves could be reasonably avoided.
7. **TERMINATION:** The TENANT must give a **FULL 30 (thirty) days** written notice prior to move-out. The notice will not be accepted verbally and must be given in writing and delivered by certified mail prior to the 15th (fifteenth) of each month the RENT is due. If the 30 day notice is received after the 15th of the month, the lease shall not terminate until the last day of the NEXT month. When vacating, the TENANT is considered to have not vacated the property until all keys have been physically returned to the LANDLORD, either in person or by certified mail, to the LANDLORD'S address. Leaving keys in or on the property will not be considered a return of the keys, nor a vacating of the property. It should be noted that TENANT'S liability does not end before the expiration of the lease simply by returning the keys before the lease ends.
8. **SECURITY DEPOSIT:** The security deposit shall secure the performance of TENANT'S obligations hereunder. LANDLORD may, but shall not be obligated to, apply all portions of said deposit on account of TENANT'S obligations hereunder. This deposit money minus any necessary charges for repairs, cleaning, etc., will be returned to TENANT with written explanation of deductions within fourteen (14) days after TENANT vacates the premises. Any balance remaining upon termination shall be returned to TENANT. **TENANT shall not have the right to apply the security deposit in payment of the last month's RENT.** If at any time during the term hereof, if any RENT or other sums payable by TENANT are unpaid, LANDLORD may appropriate and apply all or any portion of said deposit to payment of such sums. Security deposits shall be refunded according to A.R.S. 33-1431 section C.
9. **CLEANING FEE:** TENANT hereby agrees to accept the property in its present state of cleanliness. TENANT agrees to return the property in the same condition or pay a cleaning fee.
10. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within **14 (fourteen) business days** from date possession is delivered to LANDLORD or his/her authorized agent and written demand is made by TENANT, together with a statement showing any charges made against such deposits by LANDLORD. No portion of the security deposit will be refunded to a early leaving roommate and that roommate must acquire their portion of the security deposit back from the remaining roommates. The LANDLORD is the responsible party for the return of the security deposit and the deposition of damages.

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11. **MULTIPLE OCCUPANCY:** It is explicitly understood that this AGREEMENT is between the LANDLORD and each signatory jointly and severally. In the event of default by one signatory each and every remaining signatory shall be responsible for timely payment of RENT and all other provisions of the AGREEMENT.
12. **USE:** The premises shall be used exclusively as a residence for no more than _____ persons per the application. Guests staying more than a total of 15 (fifteen) days in a calendar year without consent of LANDLORD shall constitute a violation of this agreement. The only people permitted to live at the premises are those on the resident's application only.
13. **ORDINANCES AND STATUTES:** TENANT shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities pertaining to the use of the premises.
14. **ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this AGREEMENT or sublet any portion of the premises without written consent of LANDLORD.
15. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party; to be given **15 (fifteen)** days after occurrence of such damage; except that such damage or destruction occurred as the result of the abuse or negligence of the TENANT, or TENANT's invitees, the LANDLORD only shall have the right to termination. Should this right be exercised by either LANDLORD or TENANT, then RENT for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid RENT and unused security deposit shall be refunded to the TENANT. If this lease is not terminated, then LANDLORD shall promptly repair the premises and there shall be a proportionate reduction of RENT until the premises are repaired and ready for TENANT's occupancy. The proportionate reduction shall be based on the extent to which making of repairs interferes with TENANT's reasonable premises.
16. **ACCESS:** The TENANT agrees to make the premises available to the LANDLORD with at least **2 (two)** calendar days notice in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or to exhibit the premises to prospective or actual buyers, mortgagees, tenants, workmen or contractors as authorized in A.R.S. 33-1343. TENANT agrees to participate in premises inspection walk-throughs with LANDLORD scheduled as follows: at the commencement of lease, at six-month occupancy period, and immediately upon termination of lease. Should TENANT forego inspection walk-through participation, the inspection will be conducted solely by the LANDLORD and TENANT forfeits the right to dispute LANDLORD's assessment of premises. TENANT agrees to allow and/or conduct showings at the property during the last month of occupancy.
17. **INDEMNIFICATION:** LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, or to any property occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of negligence or unlawful act of LANDLORD. TENANT agrees to hold LANDLORD harmless from any claims for damages, no matter how caused, except for injury or damages for which LANDLORD is legally responsible. **TENANT is advised to acquire a renters insurance policy.** LANDLORD will carry dwelling insurance. TENANT agrees not to take any liens or services in the LANDLORD's name and/or any signs of occurrence may be grounds for termination (example: utilities, phone, cable, etc.).

18. **PETS:** TENANT agrees not to keep or permit any pets on the premises for any duration of time without prior written consent of the LANDLORD. LANDLORD hereby grants TENANT permission to keep the following pet(s) on the premises:

| | |
|----------------------------|---------------------------|
| The animal(s) is/are _____ | The Breed(s) is/are _____ |
| Weight _____ | Color _____ |
| Name(s) _____ | |

19. **KEYS:** LANDLORD agrees to deliver to TENANT the following upon possession:
_____ Door Key(s) _____ Garage Key(s) _____ Shed Key(s)

TENANT shall be responsible for the security of the premises until all keys have been physically returned to LANDLORD. TENANT is not authorized to change the locks or add a deadbolt lock without consent of LANDLORD. TENANT agrees to allow access to large and small shed in accordance with Arizona Title 33. TENANT agrees to pay all costs relative to replacing lost or unreturned keys or locks that have to be removed to allow access in accordance with Arizona Title 33.

20. **APPLIANCES:** The premises is being leased with the following appliances:
- Refrigerator
 - Stove/oven
 - Dish washer

Initials _____ / _____

21. **UTILITIES:** TENANT agrees to arrange and pay for gas, water and electric utilities when due. TENANT has 2 (two) business days to transfer gas, water and electric utilities into TENANT's name. These utilities must remain on during the entire term of this AGREEMENT, regardless of whether or not TENANT vacates the premises earlier than the last day of the last month. Violation of this section constitutes a default by TENANT.
22. **SEPTIC SYSTEM:** TENANT agrees to never flush cat litter, disposable diapers, sanitary napkins, tampons, paper towels, facial tissues, coffee grounds, or cigarette butts and filters down toilets. TENANT also agrees to restrict the use of garbage disposal in kitchen sink to very minimal amounts of food waste and to never pour grease down the drains.
23. **MAINTENANCE, REPAIRS, OR ALTERATIONS:**
- (A) **Premises:** TENANT shall, at their own expense, and at all times, maintain the premises in a clean and sanitary manner including; but not limited to; appliances, window coverings, furnishings and landscape therein and shall surrender the same, at termination hereof, in as good condition as received. Normal wear and tear expected and will be determined solely by LANDLORD. TENANT shall be financially responsible for any repairs/services performed up to \$25.00 (This amount is to hinder the TENANT from calling in maintenance items that can easily be repaired by them. This amount **will not** be charged to the TENANT if the repair/service exceeds the \$25.00 amount, unless the repair/service is due to TENANT negligence). **TENANT shall be responsible for damages caused by his/her negligence and that of his/her family, pets or guests.** All major repairs and maintenance of the air conditioning/heating, plumbing, and wiring system on said premises shall be taken care of by the LANDLORD and will be paid for by the LANDLORD; provided the necessity for such repairs and maintenance is not due to the negligence or carelessness of the TENANT, TENANT's family, pets, or guests; in which event such expenses shall be paid by the TENANT. TENANT shall not paint or otherwise alter/redecorate the premises without the prior written consent of the LANDLORD. LANDLORD shall not reimburse resident or pay for any unauthorized repairs/services done by TENANT. Any repairs performed by LANDLORD and found to be caused by TENANT or TENANT's family, pets, or guests neglect or fault will be paid by TENANT (example: articles stuck in toilet or drain, disposal jammed by food or object, etc.). LANDLORD shall repair malfunctioning appliances (unless specified otherwise in the lease) but not be held responsible for food spoilage or loss of power, nor for utility billings or personal property damage arising from malfunctioning appliances such as water heaters/softeners, furnaces, air conditioners, or water line breakage and/or leakage. TENANT shall agree to allow any necessary repairs to property to be conducted and agree to move their personal possessions to allow such repairs to take place. Soft water unit, RO system, microwave and ice maker may be unrepairable if breakage should occur, replacement of such items is up to the LANDLORD. TENANT shall not alter premises in any way without prior written consent from LANDLORD (example: flooring, painting, permanent window coverings, etc.). All alterations, or additions to the interior/exterior of said premises made during the term of this lease shall be made at the sole expense of the TENANT and all such alterations or additions shall, at the expiration of the term of this lease, become the property of the LANDLORD and shall be under no obligation to reimburse the TENANT for any sums of money so expended in making alterations, or additions to the interior/exterior of said premises.
- (B) **Landscape Maintenance:** Unless otherwise specifically noted in the lease, TENANT agrees to take care of the landscaping in a professional manner at their own expense. This care **must be regular** and includes, but not limited to, watering, mowing, trimming, weeding, tree and palm trimming, and fertilizing. Replacement of dead or diseased trees and shrubberies will be handled by LANDLORD and paid for by LANDLORD unless due to TENANT's negligence in which case TENANT will be financially responsible for the removal and replacement. TENANT's are responsible for obtaining professional landscaping advice if they are not familiar with the proper maintenance, fertilization and trimming cycles of landscaping. LANDLORD will set and control watering timer.
- (C) **Pest Control:** Arizona has a healthy bug population and regular treatment is required to control the problem. TENANT is solely responsible for professional spraying and treating for all bug/insect/rodent infestations. The only exception is termites which LANDLORD will contract for treatment.
- (D) **Furnace/Air Conditioning Filters:** . TENANT agrees to keep air conditioning/furnace filter in clean condition and changed on a monthly basis. If a service call or repair is performed to the heating and/or air cooling system and the cause is determined to be from clogged or missing filter, the service call/repair will be charged to the TENANT.
- (E) **Light Bulbs and Smoke Alarm Batteries:** Are given to TENANT in working condition and are to be replaced by TENANT as frequently as conditions require.

If at any time TENANT is in violation of the above section, notice will be sent to TENANT giving 10 (ten) calendar days to amend the violation. If condition is not remedied within that time, LANDLORD will hire the work done and bill TENANT; charges will be payable on the next rental due date.

24. **MISCELLANEOUS MATTERS:** The following shall be the responsibility of the party indicated:
- | | | | | |
|---------------------------|---------------------|------------------------|-------------------------------------|-------------------|
| (A) Pest Control | <u> X </u> TENANT | <u> </u> LANDLORD | <u> </u> COMMUNITY ASSOCIATION | <u> </u> N/A |
| (B) Landscape Maintenance | <u> X </u> TENANT | <u> </u> LANDLORD | <u> </u> COMMUNITY ASSOCIATION | <u> </u> N/A |
25. **ATTORNEY'S FEES:** If court action is sought by either party to enforce the provisions of the rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.
26. **WAIVER:** All rights given to LANDLORD by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by LANDLORD or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by LANDLORD, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

Initials _____ / _____

27. **NOTICES:** Any notices which either party may give or is required to give, may be given by mailing the same, certified mail, to TENANT at the premises or to LANDLORD at the address shown herein.
28. **EQUAL HOUSING OPPORTUNITY:** Properties will be presented in compliance with federal, state, and local fair housing laws and regulations.
29. **COURT MODIFICATIONS:** If any provision of this AGREEMENT is found by a court to be invalid, illegal or vague, the parties agree that such provisions shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this AGREEMENT shall remain in full force and effect.
30. **LEASE TERMINATION OPTIONS:** If TENANT should have to terminate their lease prior to the ending date specified here within the following options can be taken.
- (A) The TENANT shall pay 2 (two) months of an amount equal to that of the RENT which is specified in Paragraph 2 and this amount shall not in any way be considered RENT but a **“lease break fee”**. The security deposit can in no way be used as part of the 2 (two) payments due. The payments will only be accepted in a certified fund and does not offset RENT in any manor and must be paid in full prior to vacating the said premises.
 - (B) The TENANT must pay a minimum of \$500.00 **“releasing fees”** plus pay RENT until the premises are re-leased and be financially responsible for the professional cleaning of the premises. Also, the utilities must remain in the TENANTS name until the next TENANTS move in.

***Note:** Both sections A and B have the following constraints – A full 30 (thirty) day written notice, delivered via certified mail, must be given **PRIOR** to move-out and the fees do not offset RENT in any way, nor can the security deposit be used for fees. If either sections A or B are followed correctly and in its entirety, the TENANT will be fully released from RENT liability.*

ADDITIONAL TERMS AND CONDITIONS: (Initial each line)

- _____ If TENANT locks keys in premises and requires LANDLORD’s assistance to unlock door, a \$50.00 fee will be charged to TENANT if LANDLORD has to physically go to the property to unlock premises.
- _____ The provisions of this lease extend to the initial lease term and any holdover period allowed by LANDLORD.
- _____ TENANT is hereby notified that a free copy of the Arizona Residential Landlord/Tenant Act A.R.S. 33-1322 is available from the Arizona Secretary of State’s office. All statutes referenced within this AGREEMENT (33-1314E, 33-1321, 33-1341, 33-1343, 33-1371A, 33-1375C, and 33-1431C) can be viewed on-line at <http://www.azleg.state.az.us/ars/33/title33.htm>
- _____ The LANDLORD shall furnish upon move-in, a move-in inspection form and conduct a premises walk-through with TENANT to document any existing damages to the premises.
- _____ TENANT is forewarned that any material falsification of any information provided to LANDLORD to induce LANDLORD to enter into this AGREEMENT may cause this AGREEMENT to be immediately terminated.

TENANT understands and agrees to the terms and conditions of this AGREEMENT and acknowledges receipt of a copy of all pages of the AGREEMENT and any addenda. The foregoing constitutes the entire AGREEMENT between the parties and may be modified only in writing signed by both parties.

| | | |
|-----------------------------|-------|--------------------------|
| _____ | _____ | _____ |
| (TENANT) | Date | Telephone Number |
| | | |
| _____ | _____ | _____ |
| (CO-TENANT) | Date | Telephone Number |
| | | |
| BOPP PROPERTIES, LLC | | 480-747-4790 |
| _____ | _____ | _____ |
| (LANDLORD) | Date | Contact Telephone Number |