

## HOME RENTAL AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on December 17, 2018 (the "Effective Date") by and between Cuj rg{ "Hktdcpm (the "Landlord") and the following tenants:

I tgv"Htg{

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

**30PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases" to Tenant the following: Single Family home (the "Premises") located at 7222"G'Ncng'Eqwpt{ "Tf0'Hci uclh "Ctk qp": 8226. No other portion of the building (hereinafter, the Building), wherein the "Premises is located is included unless expressly provided for in this Agreement.

**40TERM.** The lease term will begin on \_\_\_\_ 12.15.2018 \_\_\_\_ ("Commencement" Date") and shall continue as a month-to-month tenancy. Tenant may terminate the tenancy by" giving Landlord written notice of at least 30 days prior to the desired termination date. Landlord" may terminate the tenancy by giving written notice as provided by law.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified above. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**50MANAGEMENT.** The Tenant is hereby notified that Cuj rg{ "Hktdcpm is the property manager in"charge of the Property. Should the tenant have any issues or concerns the Tenant may contact"Cuj rg{ at<"cuj rg{ 0cktdcpmB i o cktoqo .

**60RENT; LEASE PAYMENTS.** "Rent" shall mean all monetary obligations of Tenant to" Landlord under the terms of this Agreement, except the Security Deposit.

\*c+Tenant shall pay to Landlord lease payments of \$2,500.00, payable in advance on the" thirtieth day of each calendar month, and is delinquent on the next day. Lease payments" shall be made to Landlord at the address of Landlord noted in the Notices provision of" this Lease which may be changed from time to time by Landlord.

\*d+Rent shall be paid by the following method(s):

Cash

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order or cashier's check.

**Note: The Arizona Residential Landlord and Tenant Act prohibits a landlord from demanding or receiving security (however denominated) including, but not limited to, prepaid Rent in an amount or value in excess of one and a half months' Rent; however, the ARLTA does not prohibit a Tenant from voluntarily paying more than one and a half months' Rent in advance. The breakdown of the deposit amounts shown below 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 the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Landlord.**

**REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

**Amounts Collected:**

**Initial Rent Payment:** \$2,500.00

**Refundable Security Deposit:**  
Security Deposit: \$0.00

**Non-Refundable Charges:**

**BALANCE DUE: \$2,500.00**

**5. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**6. USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

**7. OCCUPANTS.** No more than 2 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:  
Greta Frey

Tenant may have guests on the Premises for not over 30 consecutive days or 100 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 30 consecutive days or more than 100 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 30 consecutive days or 100 days in a calendar year.

**8. KEYS.** Tenant will be given 2 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$0.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

**9. LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

**10. SMOKING.** Smoking is permitted inside the leased Premise and throughout the Property. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property.

**11. STORAGE.** No additional storage space outside the Premises is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Premises at any time.

**12. PARKING.** This Lease does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Premises and or Building.

**13. MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in

writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlords or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

**14. UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**15. TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL PROPERTY TAXES. Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**16. PROPERTY INSURANCE.** Landlord shall each be responsible to maintain appropriate insurance for the Premises.

**17. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease, including reasonable attorneys' fees. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS PERIODIC RENT OR TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

**18. MILITARY TERMINATION CLAUSE.** In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this lease upon giving thirty (30) days' written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants termination under this clause. The Tenant will pay prorated rent for any days he or she occupies the dwelling

past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Premises.

**19. DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$0.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$0.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**20. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**21. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**22. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**23. REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

**24. ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises

without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**25. INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

**26. ACCOMMODATION.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

**27. DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**28. COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**29. MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

**30. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**31. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

**32. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Ashley Fairbanks  
1234 Soldiers Trail  
Flagstaff, AZ 86336

**TENANT:**

Greta Frey  
5000 E Lake Country Rd.,  
Flagstaff, AZ 86004

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**33. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Arizona.

**34. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**35. SEVERABILITY; WAIVER.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce

any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**36. TIME OF ESSENCE.** Time is of the essence with respect to the execution of this Lease.

**37. ESTOPPEL CERTIFICATE.** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**38. TENANT REPRESENTATION; CREDIT.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**39. BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**40. ATTORNEY'S FEES AND LITIGATION.** Should legal action be required due to a breach of this lease, the prevailing party may be entitled to reasonable attorney's fees should attorney's fees be included in the award ordered by the court.

**41. TENANT ACKNOWLEDGMENT.** By signing below, Tenant acknowledges that; (i) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing Website; (ii) The Landlord shall furnish upon move-in a move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord within five (5) days or three (3) days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and agrees to the terms and conditions of this Agreement and any other requirements imposed by the ARLTA and acknowledges receipt of a copy of the entire Lease Agreement and any attachments or addenda thereto.

**INDEMNITY AND RELEASE: PURSUANT TO A.R.S. 33-1368(G), THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR 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 THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES, AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**