

# RESIDENTIAL LEASE AGREEMENT

Document updated:  
February 2008



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- 1. LANDLORD: Beckie Holmes, Jason Alexander or  as identified on Line 328.  
LANDLORD'S NAME(S)
- 2. TENANT: Billy & Crystal Coover  
TENANT'S NAME(S)
- 3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and
- 4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").
- 5. Premises Address: 3547 N. Reynolds
- 6. City: Mesa AZ, Zip Code: 85215
- 7. Personal Property Included:  Washer  Dryer  Refrigerator  Range/Oven  Dishwasher  Microwave
- 8.  Other: Reverse Osmosis
- 9. Occupancy: The Premises shall be used only for residential purposes and only by the following named persons:
- 10. Mr. and Mrs. Coover and children
- 11. \_\_\_\_\_
- 12. Assignment and Occupancy Restrictions: Only persons listed above may occupy the Premises or any part thereof
- 13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows
- 14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act
- 15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate
- 16. this Agreement.
- 17. Addenda Incorporated:  Lead-based Paint Disclosure  Inventory List
- 18.  Other: \_\_\_\_\_
- 19. Term: The lease shall begin on 04/01/10 at 9 am and end on 03/31/11 at 5 pm, at which time this  
MO/DAY/YR TIME MO/DAY/YR TIME
- 20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein
- 21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.
- 22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the
- 23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in
- 24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate
- 25. the Premises.
- 26. IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD
- 27. SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR
- 28. TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE
- 29. ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").
- 30. Earnest Money Receipt:  No Earnest Money is required.
- 31.  Earnest Money is required in the amount of \$ 1,000.00 and shall be held by
- 32. Broker named on Line 293 until offer is accepted. Tenant understands that,
- 33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.
- 34. Form of Earnest Money:  Personal Check  Cashier's Check  Other: \_\_\_\_\_
- 35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
- 36.  Broker's Trust Account \_\_\_\_\_  
(PRINT BROKERAGE FIRM'S NAME)
- 37.  Landlord
- 38.  Other: \_\_\_\_\_

[Signature]  
TENANT TENANT

<Initials

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Initials>

[Signature]  
LANDLORD LANDLORD



- 39. All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is
- 40. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by
- 41. notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.
- 42. Rent: Tenant shall pay monthly installments of \$ 1,500.00 plus any applicable sales taxes, which are currently
- 43. \$ \_\_\_\_\_; totaling \$ 1,500.00 ("Rent") to: Beckie Holmes
- 44. at: 9976 E. Jasmine, Scottsdale AZ 85260
- 45. The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the \_\_\_\_\_ day of each
- 46. month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to
- 47. accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the
- 48. amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.
- 49. Rent Proration: If the first monthly installment is for a period other than the full month, the Tenant shall pay \$ \_\_\_\_\_ plus any
- 50. applicable sales taxes, of \$ \_\_\_\_\_, totaling \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_

51. Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but  
 52. not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the  
 53. ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance.  
 54. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts  
 55. were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA.  
 56. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.  
 57. REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.

- 58. Initial Rent Payment: \$ 1,500.00
- 59. Refundable Security Deposit Due: "Security" is given to assure payment or performance under this Agreement. "Security" does not
- 60. include a reasonable charge for redecorating or cleaning.
- 61. Security deposit: \$ 1,500.00
- 62. Pet deposit: + \$ \_\_\_\_\_
- 63. Cleaning deposit: + \$ \_\_\_\_\_
- 64. Non-refundable Charges Due:
- 65. Cleaning Fee + \$ 200.00 (for additional cleaning and sanitizing of the Premises after Tenant vacates)
- 66. Redecorating Fee: + \$ \_\_\_\_\_ (for periodic repair/replacement of floor and window coverings, paint and
- 67. decorative items after Tenant vacates)
- 68. Pet Fee: + \$ \_\_\_\_\_ (for additional wear, tear and cleaning after Tenant vacates)
- 69. Other Fee: + \$ \_\_\_\_\_ (for \_\_\_\_\_)
- 70. Tax Due:
- 71. Sales tax charged: + \$ \_\_\_\_\_ Tax rate \_\_\_\_\_ % Taxable amount \$ \_\_\_\_\_
- 72. Total Required Payment: \$ 3,200.00
- 73. Less earnest money -\$ 1,000.00 (becomes security deposit upon acceptance by all parties)
- 74. BALANCE DUE (CERTIFIED FUNDS): \$ 2,200.00 April 1, 2010

75. Refundable deposits will be held:  By Landlord  Broker's Trust Account \_\_\_\_\_  
 BROKERAGE FIRM NAME

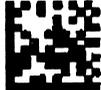
- 76. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If
- 77. deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises
- 78. are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord,
- 79. Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are
- 80. delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the
- 81. refundable deposits and hold the Tenant liable for any additional charges.

- 82. Late Charges and Returned Checks: A late charge of \$ 25 dollars per day starting on the 3rd day
- 83. shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of
- 84. \$ 35.00 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82.
- 85. These additional charges shall be collectible as Rent. If a Rent check has been returned from the bank unpaid for any
- 86. reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a
- 87. cashier's check or money order. >>

[Signature] [Signature]  
 TENANT TENANT

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[Signature]  
 LANDLORD LANDLORD



88. Late or Partial Payments: The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable late fees or costs.

91. Credit/Background Report(s): A credit/background report(s) application fee of \$ \_\_\_\_\_ is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Agreement may be reported to any credit bureau or reporting agency.

101. Pets (including, but not limited to animals, fish, reptiles or birds):
102. [X] No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.
103. [ ] Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: \_\_\_\_\_ and Tenant

104. \_\_\_\_\_ and Tenant
105. [ ] is required [ ] is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a minimum of \$ \_\_\_\_\_ coverage and cause Landlord to become an "additional insured" under the policy.

107. Keys: Landlord agrees to deliver to Tenant keys for Premises: [X] 2 Door [X] 0 Pool [X] 2 Mail Box
108. [ ] 0 Entry Gate [ ] Other: \_\_\_\_\_ and [X] 1 garage door openers upon possession.
109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

115. Utilities: Tenant agrees to arrange, and pay for when due, all utilities except:
116. \_\_\_\_\_

117. HOA Fees: Homeowners' Association Fees shall be paid by: [ ] Landlord [ ] Tenant [X] Not applicable

118. Maintenance Responsibility: The following shall be the responsibility of the party indicated:

119. A. Pool Maintenance:

120. Cleaning/Routine Maintenance: [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

121. Pool Chemicals: [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

122. B. Routine Pest Control: [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

123. C. Yard Maintenance:

124. Front Yard: [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

125. Back Yard: [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

126. D. Other: Spa/Pond [ ] Landlord [X] Tenant [ ] Association [ ] Not applicable

127. Upkeep of the Premises: Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other 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 part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA, including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

Tenant signature box with handwritten initials and the word TENANT printed below.

Initials

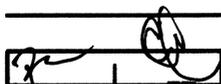
Initials

Landlord signature box with handwritten initials and the word LANDLORD printed below.





- 191. **Alterations and Improvements:** Tenant shall not make any alterations or improvements to the Premises without Landlord's
- 192. prior written consent.
- 193. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable
- 194. risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term
- 195. of this Agreement.
- 196. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to
- 197. inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or
- 198. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the
- 199. Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass the
- 200. Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the Tenant at least two days' notice of
- 201. the intent to enter and enter only at reasonable times.
- 202. **Tenant Obligations upon Vacating Premises:** Upon termination of this Agreement, Tenant promises to surrender the Premises
- 203. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will
- 204. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. Tenant shall
- 205. have all utilities on until after move-out inspection.
- 206. **Trustee's Sales Notice:** Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify
- 207. Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under
- 208. this Agreement may be terminated in the event of a trustee's sale.
- 209. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to
- 210. enter the Premises to retrieve and store Tenant's personal property if the Tenant dies during the term of this Agreement. In the event of
- 211. Tenant's death during the term of this Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
- 212. **Breach:** In the event of a breach of this Agreement, the non-breaching party may proceed against the breaching party in any
- 213. claim or remedy that the non-breaching party may have in law or equity.
- 214. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating
- 215. to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert
- 216. witness fees, fees paid to investigators, and arbitration costs.
- 217. **Soldiers and Sailors' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders
- 218. for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of
- 219. 90 days or more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official military orders
- 220. to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission
- 221. for base housing does not constitute a change of permanent station order.
- 222. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an original
- 223. Agreement. This Agreement and any other documents required by this Agreement may be executed by facsimile or other
- 224. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein,
- 225. except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed
- 226. to constitute one instrument, and each counterpart shall be deemed an original.
- 227. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord
- 228. and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a
- 229. writing signed by Landlord and Tenant. The failure to initial any page of this Agreement shall not affect the validity or terms of
- 230. this Agreement.
- 231. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
- 232. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by
- 233. Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or
- 234. any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any
- 235. subsequent act by Tenant.
- 236. **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust
- 237. trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant
- 238. agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days
- 239. of presentation.
- 240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.
- 241. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

  
 TENANT    TENANT

<Initials

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>Initials

  
 LANDLORD    LANDLORD





292. Broker on behalf of Tenant:

293. \_\_\_\_\_  
PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

294. \_\_\_\_\_  
FIRM ADDRESS      CITY      STATE      ZIP CODE

295. \_\_\_\_\_  
TELEPHONE      FAX      EMAIL

296. Agency Confirmation: The Broker named on Line 293 is the agent of (check one):

297.  the Tenant  the Landlord or  both the Tenant and the Landlord

298. The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Tenant Attachment.

300. B. Coover 3/10/10 [Signature] 3/10/10  
TENANT'S SIGNATURE      MO/DAY/YR      TENANT'S SIGNATURE      MO/DAY/YR

301. Billy & Crystal Coover  
ADDRESS

302. 719 E. Kelsi Ave  
Queen Creek AZ 85240  
CITY      STATE      ZIP CODE

**LANDLORD ACCEPTANCE**

303. Broker on behalf of Landlord:

304. Doug Coats DC351 Long Realty Partners LORE01  
PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

305. 1011 N. Val Vista #101 Gilbert AZ 85234  
FIRM ADDRESS      CITY      STATE      ZIP CODE

306. (480) 507-4210 (480) 507-3210  
TELEPHONE      FAX      EMAIL

307. Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

308. Agency Confirmation: The Broker named on Line 304 is the agent of (check one):

309.  the Landlord exclusively, or  the Landlord and the Tenant.

310. Property Manager, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement:

312. \_\_\_\_\_  
NAME      TELEPHONE

313. \_\_\_\_\_  
FIRM      TELEPHONE

314. \_\_\_\_\_  
ADDRESS      CITY      STATE      ZIP CODE

315. Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

316. \_\_\_\_\_  
NAME      TELEPHONE

317. \_\_\_\_\_  
FIRM      TELEPHONE

318. \_\_\_\_\_  
ADDRESS      CITY      STATE      ZIP CODE

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TENANT [Signature] Initials CC      Initials [Signature] LANDLORD LANDLORD

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319. Landlord Acknowledgment: Landlord has read this entire Agreement. The Landlord acknowledges that Landlord  
320. understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms  
321. and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker  
322. to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

323. LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL  
324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.

325.  Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the  
326.  Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign  
327. both Agreement and Counter Offer.)

328. [Signature] 3/7/10      [Signature] 3/7/10  
^ LANDLORD/PROPERTY MANAGER SIGNATURE      MO/DAYR      ^ LANDLORD/PROPERTY MANAGER SIGNATURE      MO/DAYR

329. Beckie Holmes      Jason Alexander  
PRINT LANDLORD NAME      PRINT LANDLORD NAME

330. \_\_\_\_\_  
PRINT PROPERTY MANAGER NAME

331. \_\_\_\_\_      \_\_\_\_\_  
ADDRESS      ADDRESS

332. \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
CITY      STATE      ZIP CODE      CITY      STATE      ZIP CODE

333.  OFFER REJECTED BY LANDLORD: \_\_\_\_\_  
MONTH      DAY      YEAR      (LANDLORD'S INITIALS)

For Broker Use Only:  
Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
(MO/DAYR)

[Signature]  
TENANT      TENANT

Initials: [Signature]  
LANDLORD      LANDLORD

