

## Blank Fixed-Term Residential Lease

**IDENTIFICATION OF MANAGEMENT AND RESIDENT:** This Agreement is entered into between **Name, Name** (“Residents”) and Apartment Management Services, LLC. (“Management”). Each Resident is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

**IDENTIFICATION OF PREMISES:** Subject to the terms and conditions in this Agreement, Management rents to Resident, and Resident rents from Management, for Residential purposes only, the premises located at **Address, APARTMENT 300 , Tempe ARIZONA** (“the premises”), together with the following furnishings and appliances:

Blinds, stove, carpet, refrigerator, garbage disposal, and any other fixed appliances.

**TERM OF TENANCY:** The term of the rental will begin on **Date** and end on **Date**. If Resident vacates before the term ends, Resident will be liable for the balance of the rent for the remainder of the term and a lease break fee for an amount equal to two months’ rent.

**PAYMENT OF RENT:** Resident will pay to Management a monthly rent of **\$Rental Rate.00** plus any and all state and local taxes, payable in advance on the first day of each month.

**PET RENT:** If resident has a cat or dog and is permissible by management companies, resident shall pay a pet rent of \$35.00 per month in addition to their normal lease rent.

**Apartment Management Services, P. O, Box 1631, Mesa, Arizona 85211**

Rent payment shall be made in the form of personal check, cashiers check or money order. **Cash is not accepted.** For more options visit [www.arizonaapartmentservices.com](http://www.arizonaapartmentservices.com)

**PRORATION OF FIRST MONTHS RENT:** The prorating of the first months rent shall be determined as follows: dividing the monthly rent by the number of calendar days in the month. This resultant shall be paid by resident on the first of the month in the second month of residency.

**LATE CHARGES:** If Resident fails to pay the rent in full before the end of the 3rd day after it's due, Resident will pay Management a late charge of \$ 50.00, On the 5th day a 5-day notice to pay rent or quit will be posted. Management does not waive the right to insist on payment of the rent in full on the date it is due.

**RETURNED CHECK AND OTHER BANK CHARGES:** If any check offered by Resident to Management in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a “stop payment,” or any other reason, Resident will pay Management a returned check charge of \$ 25.00. All other late charges also apply.

**SECURITY DEPOSIT:** On signing this Agreement, Resident will pay to Management the sum of \$300 as a security deposit. Resident may not, without Management's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Resident has vacated the premises, returned keys, and provided Management with a forwarding address, Management will give Resident an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Management, along with a check for any deposit balance.

**ADDITIONAL SECURITY DEPOSIT:** If resident has a pet, an additional security deposit of \$300 is required per pet. Upon vacating the apartment, the apartment will be professionally treated for pet care. This may include replacing the padding and treating the concrete if necessary. This cost may exceed security deposit amount and resident may be called upon to bare the full cost of carpet repair.

**NORMAL WEAR AND TEAR:** The phrase normal wear and tear shall be defined by the management company only. Carpet cleaning costs shall be determined by the management designated carpet cleaning company only. If carpet is deemed necessary to be replaced by management company only, cost of carpet replacement burdened by former resident shall be calculated by Installation Costs / remaining life of carpet. According to carpet manufacturer, carpet is to last 5 years under normal wear and tear.

**UTILITY/ TAX COSTS ADJUSTMENT DURING LEASE TERM:** Management shall have the right, upon 30 days notice to Resident, to increase the total rent due by an amount reasonably related to any increase in the cost of taxes and utilities, including but not limited to natural gas, electricity, water and sewer. Management, in its sole discretion, shall have the unilateral right during this Lease to: 1) individually meter or submitter utilities for Resident; 2) allocate a reasonable share of Resident's utilities to Resident without metering utilities; or 3) directly bill Resident for all utilities, provided however, that Management shall not charge Resident an amount for utilities which is more than what Management paid for such utilities. Such reimbursement shall be due as additional rent with the next rental payment.

**PARKING POLICIES:** I agree that only those vehicles (including but not limited to, trailers and boats), identified on rental application may park on the property without separate written consent from Management. Management may assign parking spaces or parking areas for Residents and guests. Management may also designate: 1) no Parking Areas and 2) if and where trailers, boats and campers may park. Vehicles must park "head in" only. Vehicles that are abandoned, inoperable (including flat tires), unauthorized or without correct registration may be towed at owner's expense after a 24 hour notice is posted on vehicle. If Management pays Resident's towing expense, such expense will be considered additional rent owed and immediately due and payable. The 24 hour notice period does not apply to vehicles that are parked in: 1) a space assigned to another Resident; 2) a marked tow away zone; or 3) parked causing an impediment of traffic or trash collection service. Vehicles parked in this manner will be towed without warning at owner's expense. Vehicle repairs may only be done with Management's permission and in area and at times specified by Management. Motorcycles must be parked in parking lots only (not on sidewalks, patios inside units, etc.) and must not damage

asphalt or parking surface. Car washing or vehicle repairs are not permitted on the Premises unless in designated areas. Visitors may not park in Resident parking.

**ASSIGNMENT AND SUBLETTING:** Resident will not sublet any part of the premises or assign this Agreement.

**RESIDENT'S MAINTENANCE RESPONSIBILITIES:** Resident will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Management in a condition identical to that which existed when Resident took occupancy, except for ordinary wear and tear; (2) immediately notify Management of any defects or dangerous conditions in and about the premises of which Resident becomes aware; and (3) reimburse Management, on demand by Management, for the cost of any repairs to the premises damaged by Resident or Resident's guests or business invitees through misuse or neglect.

Resident has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Management/Resident Checklist.

**REPAIRS AND ALTERATIONS BY RESIDENT:** Except as provided by law, or as authorized by the prior written consent of Management, Resident will not make any repairs or alterations to the premises. Resident will not, without Management's prior written consent, alter, re-key, or install any locks to the premises or install or alter any burglar alarm system. Resident will provide Management with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**RULES AND REGULATIONS:** Resident and Resident's family and guest shall comply with all rules and regulations now, or hereafter, promulgated by Management, including, and without limitation, the printed rules and regulations attached hereto and incorporated herein by reference for all Premises. The rules and regulations attached hereto may be amended at any time during the term of this Lease as provided by Law. Resident covenants to obey all laws and ordinances applicable to the Premises and to engage in not activities in or on the Premises, of the common grounds of the Premises of an illegal nature, purpose, or intent. Resident further covenants that his family, agents, invitees, or guests shall never be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, and convenience of other residents. Resident covenants that Resident's family and guests will comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now enforced, or which may hereafter be enforced, pertaining to the use of the Premises. Resident shall show consideration for his neighbors and not interfere with other Residents' quiet enjoyment. Management shall be sole judge of acceptable conduct.

Resident(s) agrees to abide by the rules set forth in Blank Rules and are hereby incorporated into this lease agreement. These rules are available for download at [www.arizonaapartmentservices.com](http://www.arizonaapartmentservices.com) in the Moving Help Center.

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**PETS:** No animal, bird, or other pet will be kept on the premises, except properly trained dogs needed by blind, deaf, or disabled persons. This includes pets that belong to guests. If Owner, only, gives Resident the right in writing to have a pet or animal, this right may be withdrawn at any time without notice or reason.

**SATELLITE DISHES:** Satellite Dishes mounted or affixed to any area outside of your apartment shall be considered a violation of your lease agreement. At any time you are found to be in violation of this amendment, your satellite dish may be removed, without notice, along with any cables affixed to the building and all costs will be charged to the resident. Landlord shall not be held liable for personal property left outside of apartment.

**MANAGEMENT'S RIGHT TO ACCESS:** Management or Management's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or Residents. Management may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Resident's abandonment of the premises, court order, or where it is impracticable to do so, Management shall give Resident 24 hour notice before entering.

**EXTENDED ABSENCES BY RESIDENT:** Resident will notify Management in advance if Resident will be away from the premises for 10 or more consecutive days. During such absence, Management may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**POSSESSION OF PREMISES:** If, after signing this Agreement, Resident fails to take possession of the premises, Resident will still be responsible for paying rent and complying with all other terms of this Agreement. Any security deposit will be forfeited. If Management is unable to deliver possession of the premises to Resident for any reason not within Management's control, including, but not limited to, partial or complete destruction of the premises, Resident will have the right to terminate this Agreement upon proper notice as required by law. In such event, Management's liability to Resident will be limited to the return of all sums previously paid by Resident to Management.

**INDEMNIFICATION:** Management shall not be liable for any damage or injury to the Resident(s) or any other person, or to any property, occurring on the Premises, or any part thereof, or in the common areas thereof, unless such damage or injury is the result of negligence or unlawful acts of Management, its agents or employees. Management is only liable for those claims for damages and injuries for which it is legally responsible. **Resident shall be responsible for obtaining fire, flood, extended coverage, and liability insurance with respect to the contents of the apartment.** Resident understands that Management does not cover Resident's belongings from losses not caused by Management's negligence and Management strongly encourages Resident to obtain an all-risk renter's insurance policy.

**CANCELLATION FEE:** Resident may cancel this agreement by giving a 30 days advance notice and paying a cancellation fee equal to one months rent. Proper notice must be given to management in writing at least 30 days prior to vacating the apartment. If proper notice is not

provided a daily rental rate of (rent / 30 x # of days) will also be charged to resident. A Lease Break Fee will be waived on purchase of a home.

**PAYMENT OF COURT COSTS AND ATTORNEY FEES IN A LAWSUIT:** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**DISCLOSURES:** Resident acknowledges that Management has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**AUTHORITY TO RECEIVE LEGAL PAPERS:** The Management, any person managing the premises, and anyone designated by the Management are authorized to accept service of process and receive other notices and demands, which may be delivered to: The manager, at the following address: Unavailable at this time. Please notify owner or manager for appropriate address.

**VALIDITY OF EACH PART:** If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**GROUND FOR TERMINATION OF TENANCY:** The failure of Resident or Resident's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Resident's Rental Application, is grounds for termination of the tenancy, with appropriate notice to Residents and procedures as required by law.

**ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Management or Resident. Any modifications to this Agreement must be in writing signed by Management and Resident.

_____	_____	
Date	Management or Management's Agent	
_____	_____	_____
Date	Name	Phone
_____	_____	_____
Date	Name	Phone
_____	_____	_____
Date	Resident	Phone