ADDENDUM TO LEASE Each paragraph must be initialed

- 1. <u>Rents</u> are due on or before the 1st of each month and are delinquent on the 2nd. A 5-day notices will be served upon late rent. There is a service fee for each notice of \$35.00, and this is charged to the tenant. A fee of \$50.00 will be charged on all other notices.
- 2. Tenant understands that the Security/Cleaning Redecorating Deposit is NOT to be used towards the last month's rent. Deposits will be used to put the property, owner, and/or agent back to the condition that it/they were in when the tenant moved in. This can include but not limited to house cleaning, carpet cleaning, yard clean up, late fees, missing rent, evictions, and any other charges incurred by owner or agent.
- 3. <u>Crime Free Lease</u>: The Landlord hereby informs the Tenant that this is property participates n the crimefree rental program. Any person arrested and convicted of a felony in the past five years or released from any prison or jail in the past five years is prohibited from living on or visiting the rental property. In the event that you or your guests are involved in a crime in or around the rental property, you will be immediately evicted for that action. The Tenant agrees to abide by all city and state laws and codes. THE USE OF MARIJUANA IS A STRICTLY PROHIBITED BECAUSE MARIJUANA IS A BANNED SUBSTANCE UNDER FEDERAL LAW. Failure comply with this paragraph may result in an immediate eviction. Tenant further agrees to report any actions by others that violate state or city laws. Tenant agrees that any police report made that involves the tenant, their guest or the rental property may be admitted as evidence and hereby waives any hearsay objections.
- 4. <u>Renter's Insurance:</u> Tenant hereby acknowledges that the Landlord is not the insurer of the tenant's personal property. Tenant is required to carry renter's insurance and must provide the landlord a copy within ten days of executing the lease agreement.
- 5. <u>Jury Trial Waiver and Attorney Fees</u>: The Landlord and the Tenant hereby waive their right to a jury trial. The prevailing party to any lawsuit or other legal action is entitled to attorney fees and costs.
- 6. <u>Collection Costs</u>: In the event that the Tenant breaches the rental agreement, the Landlord is entitled to recover as additional damages, all costs to collect the monies owed including any money the Landlord pays a collection company or lawyer to collect those funds.
- 7. <u>Utility Responsibility</u>: The Tenant acknowledges that they are responsible for all utilities. In the event the Tenant fails to transfer the utilities into their name upon execution of this lease, if the utilities are not paid for by the tenant, if the utilities are shut off during the tenancy, or if the utilities are transferred back into the Landlord's name by the utility company due to non-payment by the Tenant, the Tenant agrees that Landlord may immediately file for an eviction following a five day notice of that breach to the Tenant.

^{8. &}lt;u>Pest Control Responsibility</u>: The Tenant acknowledges that they are responsible for all pest control. Landlord suggests that Tenant maintain a monthly service contract with a pest control company. Tenant acknowledges that they live in the desert and that pests such as ants, roaches and scorpions are past of desert living, especially during foul weather. Monthly or Weekly pest service should eliminate the problem, but the condition of the rented premises also affects the presence of pests.

- 9. <u>Duty to Report</u>: The Tenant agrees to report all issues that may negatively affect the rented premises (ie: water leaks, roofing problems, existence of mold, or other health or safety issues). In the event the Tenant fails to report any problem that they know of or should have discovered, the Tenant may be evicted and waives any other claims for damages to their personal possessions or their health or safety.
- 10. Lost Money Orders: Tenant agrees that it is their responsibility to deliver rent to the Landlord. The Tenant agrees that in the event a money order (or certified funds) is lost or misplaced, it is the Tenant's responsibility to trace that money order. Tenant must replace that lost or misplaced money order immediately, and provide the Landlord with proof that they are tracing said money order in a timely manner. Landlord agrees to give the Tenant credit toward the rent only upon proof presented by the Tenant that the Landlord or their agent actually received and cashed the lost or misplaced money order or certified funds.
- 11. <u>Abandoned Property:</u> In the event that the tenant abandons any personal property in or around the dwelling unit after they vacate the home, the landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a sale exceeds the amount that would be realized from the sale.
- 12. Per the lease Tenant shall take responsibility for checking smoke alarm monthly and replacing batteries as necessary. Tenant also agrees to replace the air conditioning filter monthly. Tenant is responsible for pest control and all utilities.
- 13. Repairs caused by resident neglect or negligence will be charged to the tenant (i.e.: a child's toy causes a blockage in a toilet. or sewer line, or excess hair stops up a sink or shower line). Such charges must be paid within ten (10) days of written notice from the management company.
- 14. The owner/landlord only warrants serviceability of the following appliances: air conditioner, heater, conventional water heaters, range/oven and dishwasher, refrigerator, microwave if provided. The owner has the Option NOT to maintain, repair or replace all other appliances, electrical or mechanical devices including but NOT limited to: washer/dryer, alarm system, water softeners, purification systems and solar hot water heaters.
- 15. If property has a sprinkler system, Full Service Properties Inc. will maintain valves, timer and pipes. Sprinkler heads are the tenant responsibility.
- 16. Written permission from Full Service Properties Inc. is required to do any redecorating, to include painting, adding or removing wallpaper, and changing landscaping.
- 17. Tenant acknowledges receipt of move-in inspection form. This inspection form also lists any existing damage and is simply a record of the condition of the property, which will protect the security deposit. Tenant has 14 days to identify in writing to the property manager at Full Service Properties Inc. any conditions not originally noticed on the move in form. Tenant accepts house in "As Is" condition unless noted in lease. ______

- 18. If the subject property is found to be in violation of, or non-compliant with any Homeowner Association rules or of any City Codes due to neglect, action or inaction on the part of the tenant, Full Service Properties Inc. may remedy the violation, without further notice to tenant at tenant's expense. Tenant is responsible for payment of all fines and assessments levied as a result of such violations or non-compliance.
- 19. In the event this account is ever turned over for collections, the tenant will be responsible for all costs of collection, in addition to those amounts due the landlord. Collection costs will be 60% of any amounts turned over for collection.
- 20. A copy of the Arizona Residential Landlord and Tenant Act is available for down load at http://www.azhousing.gov/azcms/uploads/PUBLICATIONS/Landlord%20Tenant%20Act.pdf. We urge you to read this document to understand your rights and obligations.
- 21. In the event that the tenant abandons any personal property in or around the dwelling unit after they vacate the home, the landlord may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a sale exceeds the amount that would be realized from the sale.

Property address:	
Tenant Signature	Date
Tenant Signature	Date
Tenant Signature	Date