

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 20____, by and between:

LANDLORD:

_____ ("Landlord")

Mailing Address:

TENANT(S):

_____ ("Tenant")

Mailing Address:

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Street Address: _____

City: _____ State: Arizona Zip Code:

Unit/Apt Number (if applicable): _____

The Premises includes the following fixtures and appliances:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** Starting on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____. Upon expiration, this Agreement shall become a month-to-month tenancy unless either party gives notice pursuant to A.R.S. § 33-1375.

☐ **MONTH-TO-MONTH:** Starting on the _____ day of _____, 20____ and continuing on a month-to-month basis. Either party may terminate this arrangement by providing at least thirty (30) days' written notice prior to the periodic rental date specified in the notice, pursuant to A.R.S. § 33-1375(B).

III. RENT

The Tenant shall pay the Landlord the sum of \$ _____ per month (the "Rent").

The Rent is due on the _____ day of each month.

Rent shall be paid via the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Rent shall be paid to:

Name: _____

Address: _____

IV. SECURITY DEPOSIT

Pursuant to Arizona Revised Statutes (A.R.S.) § 33-1321, the Landlord may not demand or receive security, however denominated, including prepaid rent in an amount or value in excess of one and one-half month's rent.

The Tenant agrees to pay a Security Deposit of \$ _____ .

The Security Deposit shall be held by the Landlord as security for the performance of the Tenant's obligations. Within fourteen (14) business days (excluding Saturdays, Sundays, and legal holidays) after termination of the tenancy, delivery of possession, and demand by the Tenant, the Landlord shall provide the Tenant with an itemized list of all deductions together with the amount due and payable to the Tenant, if any.

V. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid by the due date, the Tenant agrees to pay a late charge of \$

_____ .

If any check offered by the Tenant to the Landlord 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, the Tenant shall pay the Landlord a returned check fee of \$

_____ .

VI. UTILITIES AND SERVICES

The responsibility for utilities and services shall be distributed as follows:

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Landscaping/Yard Care:

☐ Landlord ☐ Tenant

Pool Maintenance:

☐ Landlord ☐ Tenant

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests staying more than _____ days without the
Landlord's written consent shall be considered a breach of this Agreement.

VIII. PETS

☐ **NO PETS ALLOWED.** No animals are permitted on the Premises.

☐ **PETS ALLOWED.** The Tenant is permitted to have the following pet(s):

If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$

_____ and/or a refundable pet deposit of \$

_____ .

IX. ARIZONA STATUTORY DISCLOSURES AND REQUIREMENTS

1. LANDLORD/AGENT DISCLOSURE (A.R.S. § 33-1322):

The following person is authorized to manage the Premises and authorized to receive service of process, notices, and demands:

Name: _____

Address: _____

2. BED BUG CONTROL (A.R.S. § 33-1319):

Landlord certifies that they are not aware of any current bed bug infestation in the Premises.

Tenant acknowledges receiving educational materials regarding bed bugs. Tenant agrees to inspect the Premises within 48 hours of move-in and notify Landlord of any bed bugs.

3. LEAD-BASED PAINT DISCLOSURE:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Check one:

☐ The Premises was built prior to 1978. Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family from Lead in Your Home."

☐ The Premises was built in 1978 or later.

4. MOVE-IN/MOVE-OUT INSPECTION (A.R.S. § 33-1321(C)):

The Tenant has the right to be present at the move-out inspection. Upon move-in, the Landlord shall furnish the Tenant with a move-in form for specifying any existing damages to the Premises. The Tenant shall return this form to the Landlord within

_____ days.

5. SHARED UTILITIES (A.R.S. § 33-1314.01):

If the Premises has a master meter for utilities, the Landlord shall provide the Tenant with a calculation of how charges are billed.

Check one:

☐ Utilities are individually metered.

☐ Utilities are master metered. The calculation method is:

6. POOL SAFETY NOTICE (A.R.S. § 36-1681):

If the Premises contains a swimming pool, the Tenant acknowledges receipt of the Arizona Department of Health Services notice regarding pool safety and responsibilities.

X. RIGHT OF ENTRY

Pursuant to A.R.S. § 33-1343, the Landlord shall not abuse the right to access or use it to harass the Tenant. Except in case of emergency or if it is impracticable to do so, the Landlord shall give the Tenant at least two (2) days' notice of the Landlord's intent to enter and enter only at reasonable times.

XI. MAINTENANCE AND REPAIRS

Tenant's Obligations (A.R.S. § 33-1341):

The Tenant shall keep that part of the Premises that he/she occupies and uses as clean and safe as the condition of the Premises permit, dispose of all ashes, rubbish, garbage, and other waste in a

clean and safe manner, and keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

Landlord's Obligations (A.R.S. § 33-1324):

The Landlord shall comply with the requirements of applicable building codes materially affecting health and safety, make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.

XII. DEFAULT AND REMEDIES

If the Tenant fails to pay rent when due, the Landlord may give a five (5) day written notice to pay or quit. If the Tenant fails to remedy the breach within the time required, the Landlord may terminate the Rental Agreement and file for eviction pursuant to A.R.S. § 33-1368.

For material noncompliance with the Lease (other than nonpayment of rent), the Landlord may deliver a written notice specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than ten (10) days after receipt of the notice if the breach is not remedied in ten (10) days.

XIII. MILITARY CLAUSE

If the Tenant is a member of the Armed Forces of the United States or the National Guard and is called to active duty or receives permanent change of station orders, the Tenant may terminate this Agreement in accordance with the Servicemembers Civil Relief Act (SCRA).

XIV. ADDITIONAL TERMS AND CONDITIONS

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, specifically the Arizona Residential Landlord and Tenant Act (Title 33, Chapter 10).

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Arizona

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ (Landlord) and

_____ (Tenant), known to me (or proved to me on the basis

of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____