

The Castle L.L.C. Rental Agreement

Kathy Busch, as owner of **The Castle** Apartments rents Apartment No _____ located at
721 E. Adams, Tucson Arizona 85719 to _____

,
SS# _____ for the purpose of a personal residence, beginning
on

1 - 1 - 09 and ending on 12- 31- 09 . Occupancy is limited to the person (s) named above.

MONTHLY RENTAL CHARGE	OTHER CHARGES AND DEPOSITS	Application Fee	\$25.00
Rent _____	Security Deposit	<u>\$170.00</u>	_____
Pet rent _____	Pet Deposit	_____	
Parking _____	NON-REFUNDABLE		
TOTAL MONTHLY RENT \$ _____	Preparation Charge	<u>\$130.00</u>	
UTILITIES PAID BY OWNER	Pet Cleaning /Sanitizing	_____	
TOTAL <u>\$325.00</u>			

RENT PAYMENT: The rent shall be \$ _____ per month on or before the **1st day of each month** to be dropped in mail slot off the main lobby, which is payable for the exact amount. Cash may be put in an envelope with your name and apartment number noted. All checks must have apartment number clearly noted. Resident will pay as additional rent no later than the next rental payment date:
1. \$35.00 if the rent is not received by the **3rd**(by 8:00p.m.)**and \$5.00** per day for each additional day the rent is delinquent
2. \$35.00 for each non-sufficient fund check returned by the Resident's bank and thereafter all future rent and charges shall be paid only in the form of cashier's check or money order;
3. \$ 50.00 minimum charge for cleaning drain stoppages caused by foreign objects;
4. The costs of repairs caused by damage due to act of neglect (**not reporting repair needs or water leakage**) by Resident or damage done by Resident's guests.
5. If main lobby/gate key is lost, stolen, or duplicated there will be a **\$250.00** re-keying charge or the cost of actual replacement.
 Resident's failure to pay any rent or other charge due may provide basis for termination of this Rental Agreement at the option of Management. Resident further agrees that Management has the exclusive right to determine how Resident's payments are applied towards the various monetary obligations of this Rental Agreement._

MOVE-OUT CHARGES: Resident may be present for move-out inspection upon request to management. Resident agrees that if cleaning is needed, move-out charges will be determined as follows:

Clean range and oven	Clean sink (kitchen \$ <u>20.00</u>	Clean cabinets and	1 bedroom = \$ <u>20.00</u>
exterior and burner	or bath) = \$ <u>20.00</u>	drawers =\$ <u>20.00</u> /opening	Remove trash =\$ <u>20.00</u>
area= \$ <u>20.00</u>	Patch/repaint holes=\$ <u>20.00</u>	Empty cabinets /drawers	Empty refrig.=\$ <u>20.00</u>
Clean oven interior <u>20.00</u>	Clean tub/shower=\$ <u>20.00</u>	=\$ <u>20.00</u> / opening	Clean refrig. =\$ <u>20.00</u>
Clean broil pan=\$ <u>20.00</u>	Clean tile floors=\$ <u>50.00</u>	Clean toilet= \$ <u>20.00</u>	Defrost refrig. =\$ <u>20.00</u>

Lost keys \$ 10.00 /key. **Additional charges** will be made for damages beyond normal wear, missing items and /or excessive cleaning.

PARKING POLICIES: Resident agrees that only those vehicles listed below may park on the property without separate written consent from Management.
 Make Type Year License No State (Due to limited space, unauthorized vehicles may be towed)

AGREEMENT AND ACCEPTANCE: Resident agrees (1) to live within the spirit and letter of this entire agreement including the Rental Application; (2) that each obligation of this Agreement is material and a violation of any obligation entitles Management to terminate this agreement and /or exercise any other legal rights it may possess; (3) that the Resident designated below as "Agent" shall deliver the total rent due each month to Management, and (4) upon written notice from Management, this Agreement will convert to a month to month tenancy if false and/or misleading information is contained in the Rental Application. (5) Terms of this lease incorporate all conditions on the back of this lease

Resident _____ Date _____

Kathy Busch Owner **903-2402** Date _____
Zack Busch Manager **406-5515**

BREAKING THE LEASE: Tenant will pay a \$250 breaking the lease fee and a suitable tenant must be found before legally being released from the existing contract. New applicants will be approved based on existing criteria of management. The fee will be submitted when intentions to break the lease is requested in writing and breaking the lease contract will be approved based on no gaps in rental income.

GUEST PARKING From 6:00p.m. to 8:00a.m. guests may not park in the parking lot.

GUEST ADMITTANCE POLICY: No tenant is allowed to admit anyone except their own guest onto The Castle property, or prop open gates or doors. To do so will be reason for management to start eviction proceedings. It is ok to prop doors open if moving out/in, or sitting outside of door.

ACCESS: Except in case of emergency or if it is impracticable to give notice, Management will not enter Resident's apartment without prior notice Resident further agrees that their notification to Management of a service or maintenance request grants Management authority to enter the apartment at all reasonable times for the purpose of that request. Management must have advanced written permission from Resident to open Resident's apartment for others (i.e. delivery, friends, etc.). Resident is aware that under these circumstances Management is not responsible for lost or stolen articles, damage or doors left unlocked. Tenants hereby grant permission to Landlord to show the premises to prospective tenants, workmen, or for routine maintenance and will be given a 24 hours verbal or written notice by the landlord.

SEASONAL UTILITY POLICY: In the Fall the Air Conditioners will be shut down for the winter and the heat will be turned on. In the Spring the A.C. units will be serviced and the heat will be turned off. Resident agrees not to leave windows open when A.C. is in use. A.C. unit must be off or at 80* while tenant is not in apartment. Space heaters are not allowed. All lights, fans, T.V. computer and all other electrical equipment must be turned off when tenant is not in the apartment.(excluding clocks).

COMMUNITY POLICIES: The community policies are for the mutual benefit of all residents and are deemed a part hereof of this Rental Agreement and violations or breaches of any community policy shall constitute a default under the Rental Agreement. Notice of modifications to community policies will be given to Residents at least 30 days prior to their effective date. **COMMUNITY POLICY :**Tenants shall not instigate a actions that would create an unhealthy or unsafe environment (or the possibility of an unsafe environment) for others. Those actions can encompass the mental, physical or emotional well being of others that may be adversely affected.

MOVE IN will be no earlier than noon and move-out is no later than 3:00 p.m

FAIR HOUSING ACCOMODATIONS: This Community is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/ allowed as reasonably necessary to the policies and regulation of the community in order to enable Residents with disabilities to utilize the rental premises. The Community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The resident may be required to restore the premises to their prior condition if failure to make restoration would interfere with the owners or next tenant's use and enjoyment of the premises.

RESIDENT'S POLICIES; (A) Resident shall not decorate or alter the apartment, patio , change door locks, add a new lock, have waterbed, sublet or park a motorized vehicle in the apartment, without written permission from Management. (B) Resident further agrees to comply with state statutes and city ordinances, which are applicable to the premises. (C) Resident shall show due consideration for his neighbors and not interfere with other resident's quiet enjoyment, and Management shall be the sole judge of acceptable conduct. (D) Resident has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise. Resident agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (E) Resident is responsible for the conduct of all occupants, guests, or visitors.

ABANDONMENT: Abandonment means either: (1) The Resident's absence from the premises for at least seven consecutive days, rent being at least ten days past due; and the lack of any reasonable evidence that Resident is occupying the premises; or (2) Resident's absence from the premises for at least five days, rent being at least five days past due, and the absence of the Resident's personal property from the dwelling unit. Such abandonment shall not constitute a "surrender" without the consent of Management and in the event of abandonment, Management shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Resident and determined by Management to be of less value than the cost of moving, storing and conducting a sale of such personal property, Management may otherwise dispose of

OPTION TO RENEW/RENT INCREASE: At expiration of this lease, this lease will automatically renew on a month-to-month basis under the same terms and conditions unless Resident gives Management a 30 day prior written notice of Resident's intent to vacate by delivering to Management a vacate notice, or unless Management, at its sole option, chooses not to renew this lease, and in such cases, Resident agrees to vacate on the expiration date of lease. The rent may increase upon the expiration date if a 30-day prior written notice of such an increase is provided to Resident. A specific length lease of greater than one month but no longer than one year may be required for continued occupancy.

INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident 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, extended coverage, and liability insurance with respect to the contents of the apartment. Resident understands that Management's insurance does not cover Resident's belongings from losses not caused by Management's negligence and Management encourages Resident to obtain an all-risk policy in addition to marking all valuables for "Operation Identification".

WAIVER: Failure of Management to insist upon strict compliance with the terms of this Rental Agreement shall not constitute a waiver of Management's right to act on any violation.

ATTORNEY'S FEES: In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.

SEVERABILITY: If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

REMEDIES CUMULATIVE: All remedies under this Rental Agreement or by law or equity shall be cumulative.

SECURITY: Resident hereby agrees and acknowledges that Management shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to the public police force for security protection and Resident agrees and acknowledges that protection against criminal action is not within the power of Management and, even if from time to time Management provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify that above agreement. Management shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Residents relatives or Resident's guests.

UTILITY COSTS/SALES TAX ADJUSTMENT DURING LEASE TERM: Management shall have the right, upon 30 days written notice to Resident, to increase the total rent due by an amount reasonably related to any increase in the cost of utilities and/or any increase in City sales tax.

PROPERTY DAMAGE: Resident agrees that if apartment is not returned in the same condition as Resident received it , less fair wear and tear as determined by Management, Resident will be charged Management's cost to repair. Personal property remaining after move out will be disposed of without accountability.

OTHER: Resident agrees to pay any unpaid preparation fee, late charges, NSF check charges, lost key charges, or other unpaid charges at time of move out.

OWNER AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R. S. SECTION 33-132 Arizona Residential Landlord Tenant Act can be obtained by the Secretary of State.

GENERAL PROVISIONS: This lease is the entire agreement between the parties and Management, others have no authority to waive, amend or terminate this lease or any part of it and no authority to make promises, representation or agreements which impose duties of security or other obligations on the Owner unless done in writing,

Initial and Date