



LEASE ADDENDUM 1

Tenant:
Landlord:

Premises:
Lease date:

1) ADDITIONAL POTENTIAL COSTS FOR TENANT

- a. Tenant shall provide Landlord with their working telephone number at all times. Failure to do so will result in a \$25.00 trip charge if Landlord or Landlord's agents are required to drive to the Premises to contact Tenant.
- b. Tenant will be charged a \$50.00 fee for each certified mailing. To include but are not limited to HOA and/or City violation notices, NSF notices, etc.
- c. Should unauthorized occupant refuse to be bound by this lease, or refuse to leave on Landlord's demand, Tenant agrees to pay the sum of 5% of monthly rent in addition to regular rents each day the unauthorized occupant remains on the Premises. SEE PARA 6 (OCCUPANCY)
- d. Should Tenant remain in possession of the Premises without the consent of Landlord after the expiration of this lease, Tenant agrees to pay Landlord 10% of monthly rent per day in addition to regular rent until Premises is vacant or a new lease is negotiated and signed by both parties.
- e. If Premises is part of a Home Owner's Association: Tenant is responsible for any costs associated with obtaining a copy of regulations or for obtaining copies of regulations online. Tenant is responsible for any fines or attorney fees required for enforcing such rules and regulations.
- f. In the event Tenant defaults for any reason Landlord reserves the right to assess a \$200.00 fee. Tenant shall pay all reasonable attorneys' fees necessary to enforce Landlord's rights. SEE PARA 8 (DEFAULT).

2) DEPOSITS.

- a. If this lease is breached by the Tenant, Tenant forfeits all deposits. In addition, Tenant is responsible for advertising costs to re-rent and for the rent until the Premises is occupied by a new Tenant.
- b. If the deposit is depleted due to late charges, returned check fees, etc., Tenant will restore deposit to the original amount upon written demand by the Landlord. If Tenant fails to comply within five (5) days after written notice, Landlord may terminate this lease.
- c. Tenant MAY NOT use this deposit as a credit for rent owed or as last months rent.

3) USE OF PREMISES

- a. Tenant is not allowed to operate any business out of the Premises without prior written permission from the Landlord. Any non-compliance shall be considered a breach pursuant to ARS 33-1368 (A) and shall result in the issuance of a written notice for immediate filing of a special retainer action pursuant to ARS 33-1377 (E).
- b. Tenant agrees to live crime free and insure that Tenant's guests live crime free, on and off the Premises. Tenant agrees as follows: a) Tenant and Tenant's guests shall not engage in any criminal activity, or in any act that facilitates criminal activity, or engage in any act of violence or threat of violence, including but not limited to the unlawful display or discharge of a firearm, a racial slur, or a hate crime on or off the Premises. b) Landlord may release information contained in Landlord's file regarding Tenant's and Tenant's occupants to any law enforcement agency upon request. Tenant agrees that Landlord may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction. c) Violation of the above provisions is a breach of the lease pursuant to ARS 33-1368 (A) and shall result in the issuance of a written notice for immediate filing of a special retainer action pursuant to ARS 33-1377 (E).
- c. Landlord does not and cannot in any way warrant or guarantee Premises totally safe and free from crime. The safety of Tenant and household is Tenant's responsibility and not the responsibility of the Landlord.
- d. Tenant shall not have on the Premises anything of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises.
- e. Tenant agrees that no dangerous animals shall be kept at the Premises. If, in the sole judgment of Landlord, any animal is considered dangerous or a nuisance, Landlord will serve Tenant with a 5 day notice to remove the animal from the Premises. If animal is found on the Premises any time after the 5 day notice ends, Landlord will immediately have the animals removed at Tenant's expense. Tenant will then be in breach and agrees to vacate the Premises immediately upon written demand from Landlord.
- f. Any mutually agreed alterations, changes, and improvements, constructed or placed on the Premises by Tenant, shall be the property of Landlord.
- g. Water beds are not allowed.

Owner/Landlord Initials

Tenant Initials



- 4) **MAINTENANCE AND REPAIR.** Any of the following items may be included with the Premises, but will be the responsibility of Tenant to maintain and repair: garage door remotes, screens and screen doors, window coverings. Tenant also responsible for broken windows, toilet and sink stoppages, minor leaks with faucets, water spigots, and shower heads, ensure smoke detectors are working properly and all Tenant caused damages.
- 5) **RIGHT OF INSPECTION.** In the case of an emergency where notice shall be impractical, or where the Tenant has abandoned the Premises, or has failed to properly maintain the Premises, Landlord and his agents shall have the right to enter the Premises for the purpose of inspection.
- 6) **OCCUPANCY.** Guests remaining more than fifteen (15) days shall be considered additional occupants unless prior written consent is given by Landlord. Landlord may remove any unauthorized occupant as a trespasser or may require unauthorized occupant to agree and sign a lease.
- 7) **JOINT OBLIGATION.** Where this is signed by more than one person as Tenant, all such persons shall be jointly and severally responsible for rent payment. If more than one person is Tenant, rent and other obligations shall when paid by check be paid in total by a single instrument.
- 8) **DEFAULT.** Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 9) **EARLY TERMINATION OR ABANDONMENT.** Unless Landlord is notified, Tenant's absence from Premises for seven (7) consecutive days while any rent is unpaid shall be intentional abandonment of said Premises. Landlord is authorized by Tenant(s) to take possession of any personal property remaining on the Premises and hold it for the prescribed period in 33-1370E of the Arizona Residential Landlord and Tenant Act. Afterwards, Landlord may sell property to pay for damages. Landlord may re-enter the Premises without being liable for prosecution and without becoming liable to Tenant for damages or any payment of any kind. Landlord may relet the Premises and receive all rent payable by virtue of reletting. Tenant remains liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, as if this lease had continued in force, and the net rent for such a period realized by Landlord by means of reletting.
- 10) **SURRENDER OF PREMISES.** During the month prior to expiration of this lease, Tenant shall give Landlord written notice of Tenant's intention to vacate the Premises. In the event Tenant gives notice of intent to vacate the Premises, Tenant agrees to show the Premises to prospective Tenant's until the expiration of the lease term.
- 11) **MONTH TO MONTH LEASE.** Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of lease, a new month to month tenancy shall be created between Landlord and Tenant. The new lease shall be subject to all the terms and conditions of original lease. During the month prior to expiration of month to month lease, Landlord or Tenant shall provide certified written notice of intention to vacate the Premises.
- 12) **DISPLAY OF SIGNS.** During the last 30 days of this lease, Tenant permits the display of the usual "For Sale" or "For lease" signs on the Premises and of showing the Premises to prospective Tenants without 48 hours notice.
- 13) **INDEMNITY.** Tenant expressly agrees to indemnify and hold Landlord harmless from any and all damage or injury to person suffered by Tenant, household members, guests, Landlords or invitees. This indemnity shall extend to damage, injury, losses, claims, suits, judgments, or actions arising from the negligence of Tenant, household members, guests, Landlords, or invitees and anyone in Tenant's control or employ, or for damage or injury by reason of breakage, leakage, or obstruction of water pipes, soil pipes, or from any damage as a result of the above. Tenant agrees to hold Landlord harmless from any injury or damage to Tenant's personal property due to fire. Tenant is aware that the Owner's insurance does not cover any of the Tenant's personal Premises damaged for any reason and Tenant agrees to provide personal property insurance at Tenant's expense.

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