



PROFESSIONAL PROPERTY MANAGEMENT FOR THE HOMEOWNER



8880 E. Speedway Blvd. Tucson, AZ 85710
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COMPANY HISTORY



First American Realty started our Property Management Division in 1974 by Carol Schrader. In August of 1995, we became an independently owned and operated franchise of CENTURY 21, hence becoming CENTURY 21 1ST American.

Carol's son Eric and his wife Sissie now own and manage the business, making it a generational company with deep Arizona roots, as both Eric and Sissie's families go back over 4 generations in Arizona.

Our Property Management Division started with a few single family homes, which we managed for our own clients. This has grown during the years that followed into a completely separate division which manages our ever expanding family home inventory, Homeowner Associations (HOA's), and townhomes.

A well-managed property is much easier to sell later. Many other real estate companies find it very beneficial for themselves and their clients to refer clients to CENTURY 21 1st American for our property management services. Clients can have complete confidence in knowing that any Real Estate company referring clients to us, will retain that relationship and will be referred back to their original referring Realtor, if or when they decide to sell their property.

We have grown through the years, based solely on our excellent reputation for professionalism competence and management.

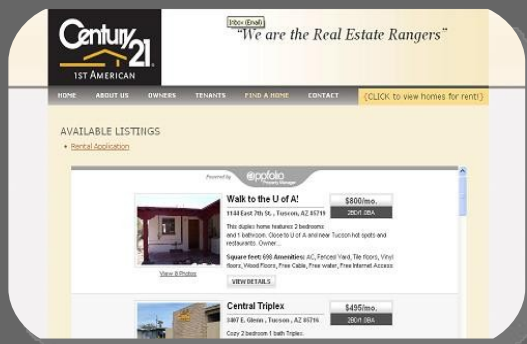
We are staffed with licensed real estate agents who specialize exclusively in property management services.



OUR TECHNOLOGY ADVANTAGE



Century 21 1st American invest in advanced technology systems so we can provide you with the best service and manage your properties efficiently and effectively. We have chosen property management and accounting software called **AppFolio Property Manager**. Some of the benefits that we are able to pass on to you:



- Our team can respond faster and provide better service to both owners and tenants. Information can be securely accessed about all properties at any time and from anywhere. Sensitive data is securely housed in a state-of-art data center, and backed up regularly and automatically.
- Monthly statements can be delivered to your email inbox, saving time and paper. The statements are easy to read and provide you with a quick snapshot of your property details for the past month.
- Our team can address property maintenance issues faster. We can create electronic work orders and communicate with vendors so we quickly solve issues.
- You will be paid faster and more securely. Our team can use electronic payments (ACH) to deposit funds directly into your bank account.
- We can more effectively market your properties to fill vacancies sooner. Our team can quickly and professionally advertise your properties on our Web site, Craigslist, and other Web sites.



OWNER CONTRACTS AND AGREEMENTS

These are the forms and contracts we use to initiate Property Management.



Residential Management Agreement
Owners Duty to Avoid Foreclosure
Owner Insurance Policy Information
Residential Management Checklist



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RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710

Phone 520.886.6023 fax 520.886.6188

RESIDENTIAL MANAGEMENT CONTRACT

IN CONSIDERATION of the covenants herein contained, _____ hereinafter designated as OWNER, does hereby employ CENTURY 21 1st American, an Arizona Corporation, hereinafter designated as AGENT, exclusively to rent, lease, operate and manage the real property situated in the city of _____ State of Arizona, Premises: _____ for a period of _____ months, commencing on _____ and terminating at midnight on _____ under the terms and conditions hereinafter set forth. Either party may cancel this agreement upon 30 days written notice. This agreement will automatically renew for a period of _____ years, beginning _____ and Ending _____. This automatic renewal does not affect the provision that either party may cancel this agreement upon 30 days written notice. In the event of cancellation by OWNER, AGENT shall be due a cancellation fee equal to any commission fees owed to the AGENT for remainder of the lease in effect at time of cancellation. This commission plus any monies due to AGENT shall be paid prior to termination.

AGENT OBLIGATIONS

It is understood that AGENT is delegated to the following rights, duties, authorities and powers.

1. LEASING: AGENT hereby accepts the management of the premises for the term above provided, to advertise the availability for rent of the premises (or any portion thereof), secure and display rental signs, prepare rental plans and other matters which AGENT determines to be appropriate. AGENT shall execute leases not to exceed one (1) year without the prior written consent of the OWNER; to execute renewals or cancellations of leases relating to the property; to institute legal actions in the name of and at the expense of OWNER to recover rents and other sums due, and to settle, compromise and release any such legal action.

2. MONIES: AGENT agrees to set and collect the rents and other income from the PREMISES and to deposit all such amounts, including security and all other deposits, in an interest bearing Trust Account in a national or state institution qualified to engage in the banking or trust business. OWNER understands that interest earned on funds in the account shall be used by AGENT to offset banking and accounting costs. This trust account shall be in the institution. AGENT may make disbursements from this account, which under the terms of this agreement are to be made at the expense of the OWNER. In the event that such disbursements are in excess of OWNER'S available funds, OWNER hereby agrees to pay such excess promptly. OWNER hereby agrees to maintain a balance in the OWNERS Trust account equal to tenants deposits plus a working cash fund of not less than \$400.00 .

All funds in excess of deposits and working cash fund are OWNER'S funds and shall be disbursed as follows:

AGENT is hereby instructed to send a check to OWNER made payable as follows:

Payee: _____
Address: _____

Owner Initials

3. MAINTENANCE AND SERVICE: AGENT is hereby authorized to hire, discharge, supervise and compensate on behalf of the OWNER such vendors considered by AGENT as necessary for the efficient operation and maintenance of the PREMISES. Such vendors shall be deemed vendors of the OWNER and not of the AGENT, and that the AGENT shall not be liable to OWNER or third persons for any acts, defaults, negligence or omissions on the part of the OWNER'S vendors if reasonable care has been exercised on their appointment and retention. AGENT is also authorized to purchase necessary supplies and make contracts for extermination and any other services AGENT shall reasonably consider advisable in the management of the PREMISES. OWNER shall be responsible for contacting utility services such as water, electricity and gas, and shall arrange to have on record, landlord agreements with copies of such agreements sent to AGENT. Landlord agreement will guarantee the utilities will not be turned off during periods of vacancies, and will revert to the responsibility of the OWNER. Owner may designate Century 21 Property Management as the financial responsible party, directing AGENT to pay the utilities on OWNER'S behalf. AGENT is also instructed to make ordinary repairs and alterations except that any one item of repair or alteration shall not exceed the sum _____ of without the prior consent of the OWNER, except emergency repairs, which in the opinion of AGENT are necessary to protect the property from damage or to maintain services to the tenants as called for in the lease. All maintenance and service expenses shall be paid from OWNERS funds and at all time shall be the financial obligation of the OWNER.

4. STATEMENTS: AGENT shall render monthly itemized statement of receipts, expenses and charges less any disbursements in accordance with normal accounting procedures. Should disbursement be in excess of receipts, OWNER agrees to immediately remit such excess amount to AGENT and AGENT shall have the right to deduct such deficiencies from subsequent rents and funds of OWNER. OWNER assumes full responsibility for any and all expenses and obligations incurred in the exercise of normal and reasonable duties performed by AGENT as set forth in this agreement. If requested by OWNER, AGENT shall verify and confirm to the satisfaction of OWNER and at OWNER'S expense, any item appearing on said statement.

5. LIABILITY OF FUNDS: Any funds of OWNER which are mishandled or lost by AGENT or AGENT'S employees shall be the responsibility of AGENT and shall be repaid to OWNER by AGENT.

6. GENERAL GRANT OF AUTHORITY: OWNER hereby grants that AGENT shall be authorized to perform all services in addition to the above, as deemed necessary for the reasonable and proper management of the Premises.

7. OTHER TERMS: CENTURY 21 1st American Property Management nor tenant shall be held responsible for any personal belongings left at property by OWNER.

8. REFERRED BY: _____

OWNER'S OBLIGATIONS

1. BROKERAGE FEES: OWNER agrees to pay AGENT fees for services rendered at the rates hereinafter set forth. Such compensation may be deducted by AGENT from OWNER'S receipts.

A: MANAGEMENT SERVICES, **10%** of all rental income from the premises.

B: LATE FEES: All late fees collected from tenants shall be split 50/50 between Owner & Mgmt Co.

C: LEASING SERVICES, **10%** of the first month's rent for each new tenant.

D: PROPERTY SET-UP FEE is a one-time charge of **\$100**.

E: SALES SERVICES, shall be referred back to the other agent, or if requested, negotiated between the parties at such time that services are required. Sales services are not part of the management of the premises and shall be negotiated outside of this agreement.

F: OTHER SERVICES, extraordinary repairs, modernization, fire restoration or other such services that are not customarily performed by managing AGENT shall require an additional compensation to be negotiated between the parties prior to the performance of such services. A fee is charged to the OWNER for property inspections/walk-thru's requested by OWNER during the term of the current lease.

2. HOLD HARMLESS: The undersigned OWNER expressly agrees to indemnify and hold AGENT harmless from all claims, investigations and suits with respect to the herein described premises or OWNER'S obligations. The OWNER'S obligations hereunder include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeiture, back-pay awards, court costs, litigation expenses, and attorney fees. Further, OWNER agrees to carry at the OWNER'S expense, adequate amounts of insurance for public liability, fire and extended coverage on property damage. Such insurance shall be written to protect the AGENT in the same manner and the same extent as they protect the OWNER. AGENT shall have no liability for any claims or damages arising out of or in connection with any action or inaction of the owner including, by way of example, any claims, damages or liability which arise from the OWNER'S refusal to advance funds to meet obligations relating to the Premise. Please refer to your current insurance provider for verification of named type of policy, adequate limits including dwelling and liability and naming agent as co-insured.

3. OWNER PARTICIPATION: OWNER hereby agrees to maintain an active participation in the management of the Premises. Including, but not limited to, responding to written and verbal requests by AGENT for decisions with regards to the Premises. If agent does not receive your response we will use our own judgment in determining renewal terms.

4. RECORDS: OWNER agrees to make available to AGENT any and all documents and records pertaining to the Premises which AGENT may need in the performance of its duties and under this agreement. OWNER shall have the right at all times during normal business hours upon prior notice to AGENT to audit, examine, and make copies of all extracts of books of account maintained by AGENT pursuant to the agreement with respect to the premises. Such right may be exercised through any agent or employee designated by the OWNER and OWNER shall bear all expense in connection with such examination.

5. TERMINATION: It is the mutual understanding of the parties that both OWNER and AGENT shall have the right to terminate and cancel this Agreement upon a (30) day written notice, or by the mutual agreement of both parties at any time. Any Military or Corporate transfers that would affect owners decisions regarding expiration of lease need to be communicated in writing to Century 21 1st American within 5 days of receiving such transfers, along with a copy of the formal dated letter/orders from your employer. You will be receiving a questionnaire approximately 60 days prior to the expiration of your lease. If you do NOT receive this letter, it is up to you to contact Century 21, 1st American Property Management.

6. OWNER DESIGNATION: AGENT may rely for all purposes upon the undersigned as being the OWNER'S or Designated Representative with authority to bind the OWNER as to this agreement. AGENT shall have the right to make any inquiry into the authority or decisions made pursuant thereto.

ACCEPTANCE AND SIGNATURE PAGE

CENTURY 21 1st American, Property Management Division, accepts this exclusive employment agreement and agrees to use diligence in the exercise of the duties, authorities and powers conferred upon it under the terms thereof. All parties to this agreement, by signing hereunder, recognize that this is a legally binding contract and that all material terms of the understanding have been incorporated into this agreement. If any dispute shall arise between the parties, it shall be resolved in the jurisdiction of Pima County according to the laws of the State of Arizona. The prevailing party in any action arising under this agreement shall be entitled to collect from the other all reasonable attorney's fees and costs as a part of its award.

ACCEPTANCE: As by signatures, the parties have accepted this agreement.

OWNER: _____ **SSN:** _____
SIGNATURE (Required for issuance of 1099's)

OWNER: _____ **DATE:** _____
PRINTED NAME

OWNER'S MAILING ADDRESS: _____

OWNER'S E-MAIL ADDRESS _____

OWNER'S PHONE CONTACTS _____ **CELL** **PREFERRED**

_____ **HOME** **PREFERRED**

_____ **WORK** **PREFERRED**

BROKER:
CENTURY 21 1st American
Property Management Division
8880 E Speedway Boulevard
Tucson, Arizona 85710
520.296.8891
email: Century21PropertyManagement@Gmail.com

BY: _____ **DATE:** _____
Property Management Agent

BROKER: _____ **DATE:** _____
Eric Schrader, Designated Broker

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710

Phone 520.886.6023 fax 520.886.6188

OWNER'S DUTY TO AVOID FORECLOSURE

Owner acknowledges:

1. It is my most fundamental obligation as a landlord to provide quiet enjoyment of the rented premises to my Tenant. This means I must do nothing to put the Tenant in jeopardy of having his occupancy disturbed. If I fail to service any mortgage debt, or fail to discharge any lien against the Property, I will be in breach of my covenant of quiet enjoyment.
2. Agent has duty under Section R4-28-1101 of the Arizona Administrative Code to treat all parties to a transaction fairly and to disclose any information that Agent may have that I, as lessor, may be unable to perform. To continue to collect rent from the Tenant when I am in breach of my covenant of quiet enjoyment could be construed as a breach of this duty. To leave the Tenant ignorant of any breach of the covenant of quiet enjoyment would be a clear breach of Agent's duty of fair treatment of the Tenant and of Agent's duty to make known my inability to perform.
3. If Agent discovers any such breach of the covenant of quiet enjoyment, Agent shall promptly notify me of this discovery in writing. If I do not cure the breach immediately upon notice by agent to me, Agent may in its sole discretion do any of the following:
 - a. Agree with the tenant to terminate the rental agreement immediately and return all deposits held by Agent to Tenant;
 - b. Enter into a new rental agreement with Tenant at another property managed by Agent;
 - c. Represent the Tenant in the purchase of another property;
 - d. Refer the Tenant to another real estate professional for assistance;
 - e. Advise the Tenant to seek legal counsel;
 - f. Anything else to treat the Tenant fairly.
4. Agent may record with the Pima County recorder a *request for notice* under Arizona Revised Statutes Section 33-809(A), in order to provide notice to Agent and/or Tenant in the event of a trustee's sale affecting the property. If Agent elects to prepare and record any such document(s), Agent may charge me for all associated costs and fees.
5. Agent's notice to me under Paragraph 3 above may be by email at the email address of record for me in Agent's files.
6. If I fail to provide proof satisfactory to Agent that I have cured my breach of the covenant of quiet enjoyment, this will create an irrefutable presumption that I cannot or will not ever cure my breach.
7. I will immediately notify Agent if I am unable to make a regular mortgage payment wehnn due. I will immediately notify Agent if any new lien, including any new mortgage lien, is created against the property.
8. I understand Agent will rely on the promises I make in this addendum.
9. If I am receiving this addendum as an email, I will print it out, sign it and fax/mail it to Century 21 Property Management Division, 8880 E Speedway Blvd, Tucson, Az 85710, FAX 520.886.6188

Owner

Date

Property Manager

Date

Eric Schrader, Broker

Date



WE ARE THE
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RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710

Phone 520.886.6023 fax 520.886.6188

OWNER INSURANCE POLICY INFORMATION / UPDATE

In order to keep our files accurate, and/or update our current files, we need to have you complete the following with regard to your homeowner's insurance policy(s). In case of an emergency, we need this information on-hand to be able to deal with any situation promptly and without delay. Therefore, if your policy changes in the future, it is necessary for you to advise us immediately of the change, and send us a copy of the new policy within 10 days of receipt of the policy. If requested, your Homeowner's Agent will usually email this information to us for you.

Address of Property in Management _____

Insured's Name _____

HOMEOWNER'S POLICY: (Note: Your policy must state that the property is a RENTAL DWELLING)

Name of Company: _____

(If the following information pertaining to the agent is not known, give Insurance Company Information)

Agent Name: _____

Agent Phone: _____

Agent Email Address: _____

Agent Address: _____

Policy Number: _____ Deductible: _____

Are Premiums included in your mortgage payment? Yes No

If no, when does coverage renew? _____

Who Pays? _____

Who receives renewal billing? _____

HOME PROTECTION/ WARRANTEE POLICY

Name of Company: _____ Policy Number: _____

Claims reporting phone number: _____ Expiration / Renewal Date: _____

Deductible: _____

BLANKET UMBRELLA POLICY (This is NOT a mandatory policy. If you do not carry this type of policy, disregard section.)

Name of Company: Policy Number: _____

Phone number: _____ Expiration / Renewal Date: _____

Please fax to 520.886.6188 or email to *Century21PropertyManagement@gmail.com* when completed.



WE ARE THE
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Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710

Phone 520.886.6023 fax 520.886.6188

PROPERTY MANAGEMENT CHECKLIST

TO BE COMPLETED BEFORE MANAGEMENT TAKE-OVER

This is a list of the required items Century 21 1st American Property Management needs to proceed with the management of your home(s).

1. Signed Management Agreement, (all parties)
2. Required \$400 Maintenance fund to be used for advertising until property is rented.
3. One-time set-up fee \$100
4. Completed Insurance form or copy of policy.
5. Copy of current Mortgage Statement
6. Complete current Rules and Regulations/CCR's if home is within a Homeowners Association. If our property management division must obtain and print these documents, there will be a \$25 charge.
7. Copies of all landlord agreements on file with all utility company serving the housing unit so that while home is vacant, bills must go to owner, or if designated and approved, to Property Management Company.
8. Home Warranty Information: Owner must provide Property Management Company with Warranty Company's address, phone number and contract renewals. Tenants will be given Home Warranty information so they may contact them directly for maintenance. Property Management does not guarantee that Warranty Company will always be used, but every effort will be made.
9. Keys (2 copies) for access to show, pool key and mail key. Garage door openers are to be left in kitchen. Property will be re-keyed with each new tenant at the expense of the owner.
10. There must be smoke detectors in property.
11. Neither Century 21 1st American, nor any Tenants will be held responsible for any personal belongings left at the property by the owner.
12. A Maintenance work fee is charged (maximum fee \$100) plus money to complete any repairs or cleaning needed. This is required if the home is not ready for a tenant to move in.

By signing below, I have read, agreed to, and provided the above required items to CENTURY 21 1st American Property Management.

Owner Signature _____ Date _____

Property Address _____

Received by _____ Date Received _____
(Prop Mgmt Agent's Name)

SLUMLORD ABATEMENT LAW

Dear Property Owner:

Included in this package is a letter of the information regarding the new Slumlord Abatement Law, along with the notification form you are to print out, fill out, sign and return to the Pima County Assessor's office.

Before you fill out the form, we would recommend that you first make a few copies of the blank form, as you will need to submit a new one to Pima County Assessor's office any time a change is made to your original information. If you have more than one unit, you will need to submit separate forms, and will need several copies.

The statutory agent applies only to the homeowner's who live out of state. The county wants to have a local contact person or agency to work with in the event that complaints are registered against a property. If you do not have a local contact person in Tucson, and would like to use Century 21 1st American as your statutory agent, you may do so. If something unforeseen was to occur, and we were asked to act as a statutory agent on your behalf, we would charge a fee for that service.

We thank you for your cooperation in this matter.

Thank you!



Notification of Arizona Residential Rental Property
Persuant to A.R.S. 33-1901 and 33-1902 (see reverse side)

INSTRUCTIONS: In compliance with ARS 33-1902 (a): an owner of residential rental property shall maintain with the Assessor in the county where the property is located information required by this section in a manner to be determined by the Assessor. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, include the name, address and telephone number of the business entity and the statutory agent, if applicable.

Pursuant to A.R.S. 33-1902(b): an out-of-state owner of residential rental property shall designate and record with the County Assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. A person who fails to comply with any provision of this section shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs.

Retain a copy of this completed form for your records

1. Property Information

List County where property is located (required): _____

Check Property Type: Single Family Residence Multiple Family Residence

Property Site Address: _____
Street Number Street Direction Street Name Street Type (Ave, Lane, Etc)

City/Town _____ Zip Code _____

List the year the building was built: _____

Parcel Number

List Additional Parcels up to 4

Attach a list for any additional parcels

2. Ownership Information:

Check below to indicate form of ownership (Property Owner OR Business Entity)

Property Owner, list name of owner: _____

Last Name

First Name

Street Address: (No PO Box) _____

City/State _____

Zip Code _____

Telephone: _____

List the name of the business entity: _____

Street Address: (no PO box) _____

City/State _____

Zip Code _____

Telephone: _____

If the business entity is a:

Corporation, list name of corporate officer: _____

Limited liability company, list name of managing or administrative member: _____

Partnership, list name of general partner: _____

Limited partnership, list name of general partner: _____

Trust, list name of Trustee _____

Real estate investment trust, list name of general partner or officer: _____

3. Out-of-State Owner's Designation of Agent:

ARS 33-1902(B) requires that if the owner listed above lives out of state, that a statutory agent is designated who resides in Arizona to accept legal service on behalf of the owner of residential rental property.

Name of Statutory Agent: _____ Address _____

City/State _____ Zip Code _____ Telephone: _____

4. Requirement to update information:

Under penalty of law the owner of Arizona residential rental property shall update any information listed above within ten days after a change in information occurs.

I request that the Assessor update the following information:

Mailing Address

Legal Class

I hereby affirm that the information included or attached is true and correct:

X _____
 Signature of Property Owner or Business Entity's Representative Date

CHAPTER 17
RESIDENTIAL RENTAL PROPERTY
ARTICLE 1. GENERAL PROVISIONS

33-1901. Definitions:

A. In this article, unless the context otherwise requires:

"Managing Agent" means a person, corporation, partnership or limited liability company that is authorized by the owner to operate and manage the property.

1 "Residential Rental Property" means property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park or recreational vehicle park, "Residential Rental Property" includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.

2 "Slum Property" means residential rental property that had deteriorated or is in a state of disrepair and that manifests one or more of the following conditions that are a danger to the health or safety of the public.

- a. Structurally unsound exterior surfaces, roof, walls, doors, floors, stairwells, porches or railings.
- b. Lack of potable water, adequate sanitation, facilities, adequate water or waste pipe connections.
- c. Hazardous electrical systems or gas connections.
- d. Lack of safe, rapid egress.
- e. Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

33-1902 Residential rental property; recording with the Assessor; agent designation; civil penalty

A. An owner of residential rental property shall maintain with the assessor in the county where property is located information required by this section in a manner to be determined by the assessor. The owner shall update any information required by this section within ten days after a change in the information occurs. The following information shall be maintained:

1 The name, address and telephone number of the property owner.

2 If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust, the name, address and telephone number of the statutory agent, if applicable and the following:

- a. For a corporation, a corporate officer.
- b. For a partnership, a general partner.
- c. For a limited liability company, the managing or administrative member.
- d. For a limited partnership, a general partner.
- e. For a trust, a trustee.
- f. For real estate investment trust, a general partner or officer.

3 The street address and parcel number of the property.

4 The year the building was built.

B. An owner of residential rental property who lives outside this state shall designate and record with the assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. The owner shall designate the agent in a manner to be determined by the assessor. The information shall include the name, address and telephone number of the agent.

C. Residential rental property shall not be occupied if the information required by this section is not on file with the county assessor. This subsection does not affect any existing laws.

D. All records, files and documents that are required by this section are public records.

E. A person who fails to comply with any provision of this section shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs. The court shall not suspend any portion of the civil penalty provided by this subsection.

F. Notwithstanding subsection E of this section, if a person complies with in ten days after receiving the complaint that notices the violation, the court shall dismiss the complaint and shall not impose a civil penalty.

G. In carrying out the provisions of this section the county assessor shall have immunity as provided in Section 12-820.01 .

PIMA COUNTY ASSESSOR
115 NORTH CHURCH AVENUE
TUCSON, ARIZONA 85701
520-740-8369



City of Tucson Tucson Water-Environmental Services Department

This Owner-Tenant agreement is entered into between Tucson Water-Environmental Services and

_____ this _____ day of _____, 2_____.

Property Owner's Name
regarding the following property:

Address: _____
City Of Tucson
Account # _____

WHEREAS, the property is from time to time leased to tenants and vacated thereby.
WHEREAS, Owner desires that water services to the property continue during those periods of time that the property is vacated by the tenants.

In consideration of the mutual agreement and promises contained herein, Tucson Water and the Owner agree as follows:

1. Tucson Water shall provide water service to the property.
2. Once the agreement has been filled out by the customer and processed by Tucson Water, the service connection fee will be waived for the owner, when service is established in Owner's name, provided water has not been turned off.
3. Owner shall pay Tucson Water, for all water service provided the property unless and until Tucson Water receives notice that the property is occupied by a tenant who shall be liable for the payment for water services rendered thereto. Should Tucson Water receive the above-described notice, the owner's liability for water service shall be restricted to those periods when the property is vacated by the tenant residing therein. Tucson Water will not interrupt service during this interim period between occupants unless the account is in a delinquent status, which will subject the property to possible discontinuance of water service without notice. **The Owner Tenant Agreement does not apply if the account is turned off for delinquency.** Any unpaid final bills under the Owner's name shall be cause to deny tenants service until such bills are paid.
4. This request shall continue in effect until such time as Owner gives Tucson Water written termination of the agreement OR such time as Tucson Water elects to discontinue this agreement. Until such notification is received AND receipt acknowledged by Tucson Water, the Owner will be held accountable for all billing at said property.

Billing Name of Owner (Print)	Home Phone	Business Phone
Mailing Address for Billing		
City	State	Zip
Cancellation Date		Date
Acknowledged By Tucson Water		Approved By Tucson Water
Date	Date	



PO BOX 27320 ~ Tucson, AZ 85726-7320
(520) 791-3242 ~ FAX (520) 791-5466 ~ TTY (520) 791-2639



A UniSource Energy Company

AGREEMENT FOR CONTINUING ELECTRICAL SERVICES TO LANDLORD'S PREMISES

This agreement ("Agreement") is entered into between Tucson Electric Power Company ("TEP") and _____ this _____ day of _____, 2_____.

WHEREAS, Landlord owns certain premises ("Premises") identified below and incorporated by reference Herein.

Addresses to be covered by agreement:

- 1. Street Address Zip
2. Street Address Zip
3. Street Address Zip

WHEREAS, the Premises are from time to time leased to tenants and vacated thereby. WHEREAS, Landlord desires that electric service to the Premises continue during those periods of time that the Premises are vacated by tenants.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, TEP and Landlord agree as follows:

- 1. TEP shall provide electric service to the Premises in accordance with this Agreement.
2. Landlord shall pay TEP, at the applicable rate then in effect for residential/commercial customers, for all electric service provided to the Premises, unless and until TEP receives notice that the Premises are occupied by a third party tenant, which tenant shall be liable for the payment for electric service rendered to the Premises during tenant's occupancy. Accordingly, where TEP has received such proper notice of a tenant's occupancy of the Premises, Landlord will not be liable for the payment for electric service rendered to the Premises during tenant's occupancy.
3. The applicable service connection fee will be charged to Landlord for the initial connection of service to the Premises under this Agreement and to the Landlord each time service is established in Landlord's name under the terms of this Agreement.
4. At the time of payment Landlord agrees to provide TEP with each applicable account number or address to which payment should be directed.
5. Landlord shall be responsible for, and agrees to pay to TEP, all charges for electric services rendered to the Premises which are in dispute between Landlord and the tenant.
6. This agreement shall continue in effect until such time as either party gives the other written notice of termination of this Agreement.

Mail Bills to _____ Landlord's Name (Printed)

_____ Street or Billing Address

_____ City State Zip Code

The following information must be completed in full:

Financial Responsible Party _____
Employer/Owner _____ Business Phone _____
Home Phone _____ SSN/ Tax ID# _____
Drivers License Number _____ State Licensed _____
Contact Person _____ Relationship to Owner _____
Their Phone Number _____

Owner's Signature _____ Date _____

Mail or Fax to: Tucson Electric Power Company, Special Plans Department 2901 West Shamrell Blvd. Suite 110 Flagstaff, AZ 86001 FAX (928) 774-6396 ~ Landlord Toll Free Number: 866-907-8541

EXAMPLES OF HOW WE KEEP GOOD CLIENTS AND PROTECT OUR OWNERS

These are the forms and contracts we use to find and keep good tenants.



Residential Rental Application
Residential Lease Agreement
Move-In Condition Report
Notice of Intent to Vacate
Move-Out Checklist for Tenants



Century 21 1st American Property Management 8880 E Speedway Blvd Tucson, Az 85710
520.886.6023 fax 520.886.6188

RENTAL APPLICATION

Rental Address _____ Account _____

Rental Amount/Month _____ Security Deposit _____ Cleaning Deposit _____

Occupancy Date _____ Length of Lease Requested _____

Reason for moving _____

What attracted you to Century 21 1st American? _____

Name of Person(s) applying for rental property: _____

1	_____	DOB	_____
2	_____	DOB	_____
3	_____	DOB	_____

Emergency Contact Information:

Name _____ Phone _____

Address _____ Relationship _____

I, the undersigned, do hereby certify that the information provided is true and for the confidential use of Century 21 1st American/Owner. (Management reserves the right to deny any applicant because of misrepresentation.) This application grants Century 21 1st American/Owner permission to verify income and/or obtain a Credit Report.

A holding deposit of \$ _____ has been paid with this application evidenced by _____ that acceptance of this holding deposit does not imply approval of the application nor are applications necessarily accepted or denied, the above mentioned deposit will be returned to applicant. Upon verification of application, acceptance by owner and acknowledgement by applicant, deposit will be retained and applied to rent regardless of occupancy. Copies of the lease and rules are available for preview upon request. This application is contingent upon requests on proceeding pages being agreed to. _____ (applicant) _____ (agent) <---(Please initial)

ALL DEPOSITS AND 1ST MONTH'S RENT MUST BE PAID WITH MONEY ORDER OR CASHIER'S CHECK. A \$35 NON-REFUNDABLE PROCESSING FEE PER PERSON IS REQUIRED.

Applicant: _____ Signature _____ Applicant: _____ Signature _____

Agent for Century 21 1st American _____ Signature _____ Date _____

A holding deposit of \$ _____ was returned to applicant _____ on _____ by check number _____

If your application is approved to rent the property you are applying for, you **MUST** have the following completed PRIOR to your lease signing:

- Make an appointment to sign the lease with the Agent that showed the property
- All people responsible for the lease must sign at the same time. We can make arrangements for out of town people
- Transfer ALL applicable utilities into your name starting with 1st day of your lease term.
- MUST have first month's rent and Security Deposit in the form of Certified Funds
- Provide proof of Renter's Insurance

Applicant Last Name _____

RENTAL APPLICATION

Please provide all of the information requested below. Incomplete information can delay the processing of your application.
Please Print Clearly.

OCCUPANT(S)

Name _____	Co-Applicant _____
SSN _____ DL# _____	SSN _____ DL# _____
Date of Birth _____	Date of Birth _____
Citizenship _____ Proof _____	Citizenship _____ Proof _____
Phones Home _____ Cell _____ Work _____	Phones Home _____ Cell _____ Work _____

Please list all other occupants:

Name	Age	Relationship	Name	Age	Relationship
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

EMPLOYMENT HISTORY

Current Employer _____	Address _____	Supervisor _____	Phone _____
Gross Monthly Salary _____	Position _____	How Long? _____	
Co-Applicant's Employer _____	Address _____	Supervisor _____	Phone _____
Gross Monthly Salary _____	Position _____	How Long? _____	

RESIDENTIAL HISTORY

(No Less than 2 years)

Present Address _____
Number Street Apt# City State Zip

Rent Own Rental/Mortgage Amount Paid Monthly _____ From-To _____

Reason for leaving _____

Landlord Name/Mortgage Company _____ Phone _____

Previous Address

Number Street Apt# City State Zip

Rent Own Rental/Mortgage Amount Paid Monthly _____ From-To _____

Reason for leaving _____

Landlord Name/Mortgage Company _____ Phone _____

Previous Address

Number Street Apt# City State Zip

Rent Own Rental/Mortgage Amount Paid Monthly _____ From-To _____

Reason for leaving _____

Landlord Name/Mortgage Company _____ Phone _____

Applicant Last Name _____

BANKING REFERENCE

Banking Institution Name _____ Phone _____
Address _____
Number Street Apt# City State Zip
Account # _____ Checking Savings

PERSONAL REFERENCES

Name _____ Phone _____
Address _____
Number Street Apt# City State Zip
Name _____ Phone _____
Address _____
Number Street Apt# City State Zip

OTHER INFORMATION

Pets (describe type, age and size) _____
Water-filled furniture (describe) _____
Vehicles/Boats/Rec Vehicles to be parked on Premises including Make/ Model/ Year/ License Plate Number: _____

Are all vehicles legally owned by you, road-ready (operating), and legal to drive in the State of Arizona? no yes

If NO, please explain: _____

In the past, have you been delinquent in paying rent or other financial obligations? no yes

If yes, please explain: _____

In the past, have you failed to perform any obligations of a rental agreement or have you been a defendant in an eviction lawsuit? no yes

If yes, please explain: _____

The information on this application is true and correct to the best of my knowledge.
I hereby authorize Century 21 1st American and its agents to verify the above information and obtain either a consumer or investigative credit report from Contemporary Information Corp.

I understand that the \$ _____ fee for verifying this rental application is not a deposit, will not be applied to any rent, or refunded even if the application to rent is declined.

ALL APPLICANTS MUST SIGN BELOW

SIGNATURE _____ Date _____
SIGNATURE _____ Date _____

FOR OFFICE USE ONLY

NOTE: Advise the applicant to authorize employers, banks and landlords to release all relevant information to Contemporary Information Corporation.

Remarks: _____

Move in Date: _____ Property _____ Monthly rent _____
Advise Applicants _____
Application Declined (reason) _____

AUTHORIZATION FOR FILE DISCLOSURE/CREDIT CHECK

I hereby authorize Century21 1st American Property Management to obtain a consumer credit and/or investigative report from Contemporary Information Corporation (CIC) on myself. I understand that such information may be derived in whole or in part from Experian, Equifax, and/or CIC.

<i>Signature</i>	<i>Date</i>	
<i>Full Name (please print)</i>		
<i>Home Address</i>		
<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Social Security Number</i>	<i>Drivers License & State Issued</i>	<i>Date of Birth</i>

In accordance with the Fair Credit Reporting Act, as well as other state and federal laws, this signed form is to be kept on file by CIC client for no less than two years. CIC may request that subscriber supply a copy of the consumer signed Authorization for File Disclosure or application for rental, credit, or employment anytime within that two year period. Failure to comply may result in termination of subscriber's account as well as any criminal or civil penalties that may apply under current law.

Application Approval Date:			
		by:	Century 21 Representative
Application DENIED Date:			
		by:	Century 21 Representative



WE ARE THE
REAL ESTATE
RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710 520.886.6023 fax 520.886.6188

RENTAL LEASE CONTRACT

Account #	
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THIS LEASE is made and entered into this _____ day of _____, 20____
by and between CENTURY 21 1st American Property Management Division, hereinafter called "Lessor", and
_____ herein after called "Lessee".

PREMISES LEASED:

Lessor does hereby lease to Lessee and Lessee hereby hires from Lessor whose certain premises hereinafter referred to as "Premises" located at: _____

Zip Code _____, City of _____ County of _____ AZ.

TERM:

The initial term of this lease shall be for _____ months commencing on _____ and ending on _____, unless terminated earlier as herein provided. If the lessee holds possession after the expiration of the term of this lease with the consent of the Lessor, Lessee shall become a Lessee from month to month at the rental designated by the Lessor and upon all terms and conditions herein specified, provided, however, that a termination by either party shall require a thirty (30) day written notice coinciding with the rent paying period, as per ARS 33-1375. If Lessee remains in possession without Lessor's consent after expiration of the term of the rental agreement or its termination, Lessor may bring action for possession and if the tenant's holdover is willful and not in good faith, Lessor in addition, may recover an amount equal but not greater than two (2) month's rent or twice the actual damages sustained by Lessor, whichever is greater. If tenants break their lease, a \$250 administrative fee will be immediately assessed. If tenant does not give the required 30 day notice and/or pay last month's rent, the deposit in its entirety will be forfeited, plus any applicable fees.

RENT

Lessee shall pay to Lessor as rent for the premises \$ _____ dollars (\$ _____) on or before the 1st day of each calendar month during the term of this Lease. If payment is not made when due, a late charge of \$ _____ one hundred dollars (\$ 100.00) will accrue after the fifth day of the month. In addition to the rent and late fees, a fifteen (\$15) dollar processing fee and certified mailing fee will be charged. Lessee further agrees to pay thirty-five (\$35) dollars for any dishonored bank check and will be required to make all and future rents payable in certified funds. Rents are payable in full by one check or certified funds. No two-party checks will be accepted.

tenant Initials

Account #

FIDUCIARY

	RECEIVED	DUE
First Month's Rent from _____ to _____	\$ _____	\$ _____
Security Deposit/Damage Deposit <i>(Do not misconstrue as last month's rent)</i>	\$ _____	\$ _____
Cleaning and Redecorating Deposit	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

Pro-rated rent from _____ to _____ in the amount of \$ _____ is due _____

UTILITIES

Lessee shall be responsible for payment of all utilities and services except:

NA

USE

The premises shall be used as a residence with no more than 2 persons and for no other purpose, without the prior written consent of Lessor.

PETS

NO pets shall be brought on the premises without the prior written consent of the lessor. Pet(s) agreed upon at signing of this document are: 1 Chihuahua and 1 Pitbull

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this agreement or sublet any portion of the premises without the prior written consent of Lessor.

DEPOSITS

The before mentioned deposits paid to Lessor by Lessee shall be held by Lessor in an interest bearing Trust Account in a national or state insured banking institution. Lessee understands that interest earned on funds in the Trust Account shall be used by Century 21 1st American Property Management Division to offset banking and accounting costs. This deposit shall be held against damage to the premises, against any cleaning of the premises, loss of keys by Lessee, unpaid utility bills and as security for performance of all the terms, covenants, and conditions of this lease. If at any time during the term hereof, if any rent or other sums payable by Lessee to Lessor shall be overdue and unpaid, then Lessor may, at Lessor's option (but Lessor shall not be required), appropriate and apply all or any portion of said sum, to the payment of such sums. The before mentioned deposits, however, shall not be construed to represent pre-paid rent, including, but not limited to last month's rent. Lessee has the right to be at the move-out inspection. This inspection is to take place upon completion of all move-out requirements. All keys issued to Lessee at lease signing must be returned to the Agent of Century 21 1st American at the time of the move-out inspection or the locks will be re-keyed at the Lessee's expense. All requirements not completed at move-out inspection will be hired out to private contractors and the costs charged to Lessee. Within 14 business days after termination of tenancy, vacating of the premises and return of possession, lessor will give Lessee a full and specific statement of basis for retaining any or all of the deposits, together with the payment of any refund in compliance with ARS 33-1321.

tenant Initials

Account #

MAINTENANCE, REPAIRS OR ALTERATIONS

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. See Tenant's Report of Condition of Property. (Move-In/Out Inspection Addendum to this Lease.) Lessee shall, at Lessee's own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, filter replacement, glass replacement and furnishings therein and shall surrender the same, at termination thereof, in as good condition as received, normal wear and tear is expected. Any plumbing charges caused by tenant neglect shall be charged back to the tenant. Lessee is aware that if any work requested is found to be an occupant responsibility, the lessee will be billed for the charges. Lessee shall, at Lessee's own expense, provide pest control for the property as needed, termites excluded. Upon vacating the property, Lessee shall have all carpets professionally cleaned. Proof of such service must be provided at move-out inspection. If no such proof is provided, Lessor shall contract for this service at Lessee's expense. Lessee shall be responsible for any and all damage caused by Lessee's negligence and that of Lessee's family, invitee and guests. Lessee shall not paint, paper, change locks or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. Lessee shall irrigate, mow and maintain the grounds, including lawns, and shrubbery and keep the same clear of rubbish and weeds if such grounds are a part of the leased premises, excludes trimming over 6 feet in height. If at any time, the grounds are determined to be in an unkempt condition, a notice to remedy said condition would be sent to Lessee giving 10 days to comply. If the condition is not remedied within that time, Lessor shall hire the work to be done and the charges will be billed to Lessee and shall be payable no later than the next rental due date.

ACCESS

Lessor shall have the right of access to premises with 48 hours notice, as set forth in Arizona Revised Statute 33-1343.

ATTORNEY'S FEES

In the event of a breach of this lease and a lawsuit shall ensue, the prevailing party shall be entitled to reasonable attorney fees and all costs incurred. At the termination of this lease, if any sums are due to Lessor by Lessee, and if Lessee fails or refuses to pay said sums, Lessee agrees to pay, in addition to sums due, Lessors reasonable attorney fees.

NOTICES

Any notice which either party may or is required to give, may be given by mailing the same, postage pre-paid, to Lessee at the premises or to Lessor at address shown on page 4, or at such other places as may be designated by parties from time to time.

ABANDONMENT

In the event that Lessee shall be absent from the premises for a period of 5 consecutive days, while in default, Lessee shall, at the option of the Lessor, be deemed to have abandoned the premises and any property left on the premises shall be considered abandoned and may be disposed of by Lessor as provided by law. The Lessor may destroy or otherwise dispose of some or all of the property if Lessor reasonably determines the value of the property is too low or the cost of moving, storage and conducting a public sales exceeds the amount which would be realized from the sale.

RENTER'S INSURANCE

A renter's Insurance Policy is for Lessee's personal property protection and should be purchased though an Insurance Agent. The Lessor's homeowner's policy will not cover any of Lessee's personal property losses.

ADDITIONAL PROVISIONS

In the event that Lessor discovers false claims or disclosures by the Lessee on the application or lease, at any time during the execution of this lease, Lessor has the right to void this lease with all deposits permanently retained by Lessor.

The Arizona Residential Landlord Tenant Act is available from the Secretary of State. The following clauses/addendums have been made part of this lease if checked. Failure to comply with any of the applicable clauses/addendums will be considered a material non-compliance with rental contract.

- | | | | | |
|---|---|--|-------------------------|--|
| <input type="checkbox"/> Association CC&R's | <input type="checkbox"/> Move-In/out chk list | <input type="checkbox"/> Re-Key Option | KEYS AND OPENERS | |
| <input type="checkbox"/> Crime Free Lease | <input type="checkbox"/> No Smoking | <input type="checkbox"/> Renters Insurance | | <input type="checkbox"/> Mailbox |
| <input type="checkbox"/> DMAFB Flight Path | <input type="checkbox"/> Parent Fiduciary | <input type="checkbox"/> Roommate Release | | <input type="checkbox"/> Pool |
| <input type="checkbox"/> Home Purchase | <input type="checkbox"/> Pet Clause | <input type="checkbox"/> Spa Upkeep | | <input type="checkbox"/> Laundry |
| <input type="checkbox"/> Lead-Based Paint | <input type="checkbox"/> Pool Upkeep | <input type="checkbox"/> Sight Unseen | | <input type="checkbox"/> Garage Door Opener (s) |
| <input type="checkbox"/> Mold Disclosure | <input type="checkbox"/> Pool Safety Laws | <input type="checkbox"/> Transfer Clause | | <input type="checkbox"/> "Do not Duplicate" keys |
| | | | | |

Account #	
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RENTAL LEASE CONTRACT SIGNATURE PAGE

IN WITNESS HEREOF:

the parties have hereto set their hands this _____ day of _____, 20 _____

LESSOR:

CENTURY 21 1st American
 Property Management Division
 8880 E Speedway Boulevard
 Tucson, Arizona 85710-1893
 520.886.6023 (fax 520.896.6188)

LESSEE(S) SIGNATURE(S):

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

BY:

Agent for Century 21 1st American Property Management

Eric Schrader, Designated Broker

Date: _____

CONDITION OF PROPERTY - INTERIOR (CONTINUED)

	Master Bedroom	Bedroom 2	Bedroom 3	Bedroom 4
Walls/Ceiling				
Light Fixtures				
Switches/Outlets				
Windows/Sills				
Window Coverings				
Screens				
Doors/Hardware				
Vents				
Tile/Carpeting				
Closets				

	Master Bathroom	Bathroom 2	Bathroom 3	Bathroom 4
Walls/Ceiling				
Light Fixtures				
Switches/Outlets				
Windows/Sills				
Window Coverings				
Screens				
Doors/Hardware				
Closets				
Vents				
Tile/Carpeting				
Counter/Vanity				
Sink/Fixtures				
Toilet				
Vent Fan				
Skylight				
Tub/Shower:				
1. Fixtures				
2. Tile				
3. Doors				

SAMPLE

GARAGE/CARPORT/PATIO		POOL	
Walls/Overhangs		Decking	
Light Fixtures		Tiles	
Switches/Outlets		Spa	
Driveway/Floor		Mailbox	
Doors		Fence & Gates:	
Storage Room		Alley:	

FRONT YARD: _____

BACK YARD: _____

Tenant Signature: _____ Date: _____
 Agent Initials: _____

MOVE-OUT INSPECTION AGENT: _____

Carpet Cleaned: _____ Carpet Deodorized: _____ Pest Control: _____

Keys: _____ Pool Key: _____ Garage Door Openers: _____

Tenant Signature: _____ Vacating Date: _____

FORWARDING ADDRESS: _____ Phone: _____

E-MAIL ADDRESS _____ @ _____
 Agent Initials _____



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Property Management Division

8880 E Speedway Blvd Tucson, AZ 85710 520.886.6023 fax 520.886.6188

NOTICE OF INTENT TO VACATE

Please be reminded should you wish not to renew your lease, a written 30-day notice of intent to vacate is required. This should coincide with your lease expiration date and rent paying period.

YOUR SECURITY DEPOSIT MAY NOT BE USED TO PAY ANY PART OF YOUR RENT!

If notice does not comply with the terms of the lease agreement, you will be held responsible for the rent until the property is re-rented or the lease expiration date.

Please arrange a final move-out inspection with our office. Make note that inspections are made Monday thru Friday ONLY. If tenant is not ready for inspection as scheduled, a \$25 reinspection fee will be assessed. The property must be clean and proof of carpet cleaning and pest control (if applicable) must be presented and all keys are to be returned at the move-out inspection. If any work is needed, our office will complete at the tenant's expense.

Today's Date: _____

Property Address: _____

Tenant's Name: _____

Lease Expiration Date: _____

Vacating Date: _____

Reason for Moving: _____

Signature of Tenant: _____

Forwarding Address: _____

Contact Phone: _____

E-Mail Address: _____ @ _____

Date Received by Property Management _____ Initials _____



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RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710 520.886.6023 fax 520.886.6188

MOVING OUT CHECKLIST FOR TENANT

- 1 The carpets must all be freshly shampooed by a professional company. Keep your receipt!
- 2 Windows must be CLEAN, free of smudges, fingerprints or heavy build-up. All blinds must be cleaned.
- 3 Walls, window sills, and moldings must be dusted and washed, as needed.
- 4 Toilets must be cleaned (hard water rings will come out with the use of a pumice stone).
- 5 Cabinets and cupboards must be washed inside and out.
- 6 Tubs, tile work and shower doors must be clean and free of build-up.
- 7 All sinks must be cleaned including faucets and handles. A pumice stone can help on hard-water build-up.
- 8 Refrigerator must be clean and defrosted. After cleaning, turn the refrigerator off and prop open doors. Don't forget under the vegetable bins and water pan under the refrigerator.
- 9 The stove/oven just be cleaned. DO NOT use oven cleaners on self-cleaning ovens. Do not forget to clean the drip pans, stove tops, hood and grill. Replacement drip pans for under burners are inexpensive and can be purchased at any local hardware stores if the stains are too severe to remove.
- 10 All cobwebs must be swept from ceilings, walls and baseboards.
- 11 Please remove bugs from light fixtures.
- 12 Sweep and mop all uncarpeted areas.
- 13 Wipe down all shelves in closets and pantries; wipe out all kitchen and bathroom drawers.
- 14 Run dishwasher through a cycle (empty) with some bleach.
- 15 Sweep sidewalks, carports, garage and porch areas.
- 16 All grass must be mowed and trimmed, weeds must be pulled.
- 17 Trash/rubbish must be hauled away.
- 18 All animal droppings must be picked up and disposed of.
- 19 Pool areas, storage sheds etc., must be cleaned and swept.

All utilities must remain on until AFTER the move-out inspection is completed. A \$25 fee will be charged for any additional trips required if property is not cleaned and ready for the inspection.



THESE ARE THE
ADDENDUMS
AND CLAUSES
WE USE TO
PROTECT YOU
AND YOUR
PROPERTY.

ADDENDUMS AND CLAUSES WE USE FOR YOUR PROTECTION



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

THE FOLLOWING ADDENDUMS/CLAUSES ARE AVAILABLE FOR YOUR PROTECTION

- A Association CCR (reminder for owners to provide CC & R's)**
- B Crime-Free Lease Addendum**
This cancels a lease immediately if a crime has been committed to protect the owners of the property.
- C Flight Pattern for Aircraft in the vicinity of Tucson**
Shows Military traffic pattern
- D Home Purchase Clause**
Releases tenant after 6 months if they are purchasing a home
- E Lead-Based Paint Acknowledgement and Warning**
Applies to homes built before 1978, required by Federal Law
- F Mold Disclosure**
States we are not aware of any mold
- G Move In/Out Check List**
To be filled out by Tenant upon Move-In, and Agent at Move-out
- H No Smoking Addendum**
If you want no smoking in your home, this is used (Not enforced until move-out inspection)
- I Parent Fiduciary Guarantee Addendum**
Parents guarantee payment will be made by their children
- J Pet Clause**
Carpets will be professionally cleaned, deodorized, and flea and tick sprayed by a professional
- K Pool Upkeep Addendum**
Explains tenants are responsible for chemicals and cleaning, but owner will pay for such service
- L Pool Safety (Arizona Laws)**
Copy furnished to the tenant if there is a pool on premises or within community
- M Re-Key Option**
Tenants have option to have home re-keyed to prevent liability to owner
- N Renter's Insurance Addendum**
Requesting tenants to sign to insure their personal belongings. If they don't sign, they must sign a waiver.
- O Roommate Transfer**
Adding or deleting a roommate that is paying a share of the rent
- P Site Unseen Addendum**
Gives a person permission to look, approve, and submit an application for a third party
- Q Spa Upkeep Addendum**
Explains tenants are responsible for chemicals and cleaning, but owner will pay for such service
- R Transfer Clause**
Name, Rank and Serial number and copy of Military Orders in order to be released from lease



WE ARE THE REAL ESTATE RANGERS

Acct # _____

CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Shall not engage in any act intended to facilitate criminal activity.

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.

4. Shall not engage in the unlawful manufacture, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.

5. Shall not engage in any illegal activity, including but not limited to prostitution as defined in A.R.S. 12-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage as defined in A.R.S. 33-1368.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager/Owner and Resident.

Resident Signature

Date

Resident Signature

Date

Owner/Property Management Signature

Date

Name/Address of Property



Property Management Division

8880 E Speedway Tucson, AZ 85710 520.886.6023 fax 520.886.6188

Acct #

MOLD DISCLOSURE

ADDRESS OF PREMISES: _____

Recently, substantial attention has been given to the possible health effects of mold in homes, apartments and commercial buildings. Mold found inside such buildings is referred to as indoor mold and is categorized as being either toxic or non-toxic. Certain types of toxic indoor molds may cause health problems in some people while triggering only common allergic responses in others. Non-toxic indoor molds are ordinary not more than a common nuisance.

The existence of indoor mold is often not detectable by a visual inspection and therefore can go undetected by Real Estate Agents, Sellers/Landlords and even Professional Home Inspectors. The only certain way to determine if the premises you are purchasing/leasing contains harmful or toxic indoor mold or other airborne health hazards is to retain an environmental expert to perform an indoor air quality test. If past or present existence of any toxic or non-toxic mold, water intrusion or moisture has been disclosed to you, or discovered by you, you should have that condition professionally evaluated.

The Broker(s) recommends that every Buyer/Tenant should consider having an indoor air quality test and/or other health hazard test performed by an environmental expert as part of their inspection rights under their Purchase Contract, or prior to signing their Lease. This is particularly important if any of the inspection reports or disclosure documents indicate the existence of past or present moisture, standing water, visible water stains, or water intrusion in the Premises.

All inspections, including those to detect the existence of indoor mold or other health hazards, should be completed within the time provided for inspections in the Purchase Contract, or prior to signing the Lease. Any waiver or failure on the part of the Buyer/Tenant to complete all desired inspections and tests within the time provided in the Contract/Lease, including those for indoor mold or other health hazards, is contrary to the advice and recommendations of the Broker(s) and Agent(s).

The Broker(s) and Agent(s) has no knowledge of whether the Premises may have either toxic or non-toxic indoor mold and they hereby acknowledge that they have not been informed of the existence of any indoor mold problems by the Seller/Landlord or any other individual. Also, the Broker(s) and Agent(s) have not and cannot verify, unless the existence of mold is plainly visible inside the Premises, it is hereby acknowledged by Buyer/Tenant that Broker(s) and Agent(s) are not qualified to verify or identify whether the visible mold is toxic or non-toxic or whether or not there is any existing health risk that may be associated with such mold in or on the Premises.

If you have any questions about indoor mold in or about the Premises, or about potential health problems which may result from toxic and non-toxic mold, the Broker(s) and Agent(s) strongly recommend seeking advice from an environmental expert.

Buyer/Tenant acknowledges having received and read a copy of the foregoing information pertaining to mold. Buyer/Tenant agrees that if there are any questions pertaining to same, the Buyer/Tenant will seek professional advice in a timely manner. The Buyer/Tenant has not and will not rely on the Broker(s) and/or Agent(s) to furnish such advice. The Buyer/Tenant acknowledges that

Buyer/Tenant has received no advice and/or information other than this form, pertaining to mold from the Broker(s), Agent(s) and/or Seller/Landlord.

BUYER/TENANT SPECIFICALLY RELEASE, HOLDS HARMLESS AND INDEMNIFIES BROKER(S) AND AGENT(S) FROM ANY LIABILITY FOR ANY MOLD FOUND ON THE PREMISES WHICH COULD HAVE BEEN DISCOVERED BY SUCH INSPECTIONS.

BUYER/TENANT Initials required _____

BUYER/TENANT Initials required _____

BUYER/TENANT SIGNATURE

Date

BUYER/TENANT SIGNATURE

Date

BUYER/TENANT SIGNATURE

Date



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

NO SMOKING ADDENDUM



ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this _____ day of _____, 20__ 10__.

In the event that smoke is detected in the property, Lessee will be held responsible for the cost of having the carpets professionally deodorized, the air ducts professionally cleaned, the window coverings professionally cleaned. The walls will also be washed and deodorized and all windows will be washed.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____, 20__.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE(S) Signature(s):

1 _____
2 _____
3 _____
4 _____
5 _____

Agent for CENTURY 21 1st American

Date



Property Management Division
 8880 E Speedway Blvd Tucson, AZ 85710
 520.296.6023 fax 520.886.6188

PET CLAUSE

Type of pet _____	Type of pet _____	Type of pet _____
Breed of pet _____	Breed of pet _____	Breed of pet _____
Ht/weight _____	Ht/weight _____	Ht/weight _____

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated

this _____ day of _____ 20_____

It is hereby agreed between the parties that Lessee shall have all carpets professionally cleaned and deodorized.

Also, a professional Pest Control spray inside and outside of the property is required for ticks and fleas after the property has been professionally cleaned.

Proof of such services must be provided at move-out inspection. If no such proof is provided, Lessor shall contract for these services at Lessee's expense.

SAMPLE

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____ 20_____

LESSOR:

CENTURY 21 1st American
 Property Management Division
 8880 East Speedway Boulevard
 Tucson, Arizona 85710
 (520) 296-8891

LESSEE(S) Signature(s):

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

 Agent for CENTURY 21 1st American

 Date



Property Management Division
8880 E Speedway Blvd Tucson, AZ 85710
520.296.6023 fax 520.886.6188

RE-KEY OPTION

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this _____ day of _____, 20_____.

Rental property address: _____

Re-Key Option:

For your security, you have the option to have the rental property mentioned above, re-keyed at no expense to you. Discount Locksmith at 520.790.2311 will provide two (2) keys free to you. Any additional keys you request are your responsibility.

IN WITNESS HEREOF:

The parties have hereunto set their hands this _____ day of _____, 20_____.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE(S) Signatures:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Agent for CENTURY 21 1st American

Date



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
 520.886.6023 fax 520.296.6188

RENTERS INSURANCE

DO YOU KNOW WHO PAYS THE BILL IF

...Someone injures themselves on your premises?

...Your personal property is destroyed by fire?

... Your home improvements & contents are destroyed by fire, theft or vandalism?

The answer is YOU!

AS A RENTER, YOU ARE RESPONSIBLE FOR THESE LOSSES AND MANY MORE:

- *Damage to personal property of others
- *Medical expenses if injury occurs on your property
- *Bodily injury to others
- *Fire and lightning
- *Explosion
- *Vandalism or Theft!!!
- *Electrical Damage
- *Cost of Defending yourself in Court
- *Smoke Damage
- *Accidental leakage and overflow
- *Windstorm
- *Glass Breakage

INSURANCE

The owner and/or management company are NOT responsible for loss by theft, fire or water damage of resident's personal property. We encourage each resident to carry individual Renter's Insurance Coverage which covers personal property in the event of fire, theft or water damage. Coverage varies by company and is surprisingly quite affordable. Please consult your own insurance agent for prices and options.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE:

PROPERTY ADDRESS: _____

SIGNATURE _____

Date _____

SIGNATURE _____

Date _____

SIGNATURE _____

Date _____

SIGNATURE _____

Date _____

SIGNATURE _____

Date _____

AGENT
SIGNATURE _____

Date _____



U.S. Department of Housing and Urban Development
NOTICE TO RENTERS OF HOUSING CONSTRUCTED BEFORE 1978
WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to rent was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint.

YOU NEED TO READ THIS NOTICE ABOUT LEAD

Lead poisoning means having high concentrations of lead in the body. Lead can:

- *Cause major health problems, especially in children under 7 years old
- *Damage a child's brain, nervous system, kidneys, hearing or coordination
- *Affect learning
- *Cause behavioral problems, blindness, and even death
- *Cause problems in pregnancy and affect a baby's normal development

WHO GETS LEAD POISONING?

Anyone can get it but children under 7 are at the greatest risk, because their bodies are not fully grown and are easily damaged. The risk is worse if the child:

- *Lives in an older home (built/constructed before 1978; even more so before 1960)
- *Does not eat regular meals (an empty stomach accepts lead more easily).
- *Does not eat enough foods with iron or calcium
- *Has parents who work in lead-related jobs
- *Has played in the same places as brothers, sisters and friends who have been lead poisoned (Lead poison CANNOT be spread from person-to-person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

WHERE DOES IT COME FROM?

The lead hazards that children most often touch are lead dust, leaded soil, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded dust on them. Lead also comes from:

- *Moving parts of windows and doors that can make lead dust and chips
- *Lead-based paint on windows, doors, wood trim, walls and cabinets in kitchens and bathrooms on porches, stairs, railings, fire escapes and lamp posts.
- *Soil next to the exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- *Drinking water, (pipes and solder)
- *Parents who may bring lead dust home from work on skin, clothes and hair
- *Colored newsprint and car batteries
- *Highly glazed pottery and cookware from other countries
- *Removing old paint when refinishing furniture

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint accompanying lead dust are seen as the major sources.

Lead Based Paint ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Notice (pages 1 and 2) before signing the rental agreement.

Signature

Date

Signature

Date

Signature

Date

HOW DO I KNOW IF MY CHILD IS AFFECTED?

Is your child:

*Vomiting?

*Hyperactive?

*Unable to concentrate?

*Unwilling to eat or play? Playing with children who exhibit these symptoms?

These can be signs of lead poisoning. However, your children might not show these signs and yet be poisoned; only your clinic or Doctor can test for sure.

WHAT CAN I DO ABOUT IT?

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular check-up. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

HOW DO I KNOW IF MY HOME HAS LEAD-BASED PAINT?

The HUD inspection does not determine whether a home actually has lead-based paint. It only identifies whether there is defective paint in a home that might have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact your local health or environmental office for help.

WHAT DO I DO IF MY HOME DOES HAVE LEAD?

Do not try to get rid of lead-based paint yourself, you could make things worse for you and your family. If your home contains lead-based paint, contact a company that specializes in lead-based abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending upon the amount of lead-based paint and lead dust found in your home, but it will also protect you and your children from the effects of lead poisoning. In the meantime, there are things you can do immediately to protect your child:

*Keep your child away from paint chips and dust

*Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet. Be sure to clean the space where the window sash rests on the sill. Keeping the floors clear of paint chips, dust and dirt is very important. Do not sweep or vacuum lead-based paint chips or lead dust with an ordinary vacuum cleaner. Lead dust is so fine it will pass through vacuum cleaner bag and spread into the air you breathe.

*Make sure your children wash their hands frequently and always before eating.

*Wash toys, teething rings and pacifiers frequently.



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this _____ day of _____, 20____.

Disclosure Regarding Vicinity of a Military Airport

The Tenant/Owner acknowledge that subject property is located within the territory in vicinity of Davis Mountain
Air Force Base military airport.

SAMPLE

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____ 20____.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Agent for CENTURY 21 1st American

Date



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

PARENT FIDUCIARY GUARANTEE ADDENDUM

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this _____ day of _____, 20_____.

I / We _____ and _____
do hereby agree to co-sign and guarantee the financial obligation of the Lessee, at the property known as:

_____ property address

I also agree to have a credit report performed, fully understanding the co-signing/guarantee of the Lessee will depend upon the outcome of this credit report. I also understand there is a \$25 fee for the credit report.

IN WITNESS HEREOF

The parties have hereunto set their hands this _____ day of _____ 20_____.

LESSOR

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

Guarantor(s) Signature and Information:

1 _____
2 _____
Address _____
City, State, Zip _____
Telephone _____
E-Mail _____

Agent for CENTURY 21 1st American

Date



Century 21 1st American Property Management
8880 E Speedway Blvd
Tucson, Az 85710
Phone 520.886.6023 fax 520.886.6188

HOME PURCHASE CLAUSE

ADDENDUM to Lease between CENTURY 21 1ST AMERICAN PROPERTY MANAGEMENT DIVISION herein after called "Lessor" and _____ hereinafter called "Lessee", dated this _____ day of _____, 20 10 .

It is hereby agreed between the parties that should LESSEE purchase a home during the term of this lease, upon proof of purchase and a thirty (30) day written notice, coinciding with the rent paying period, the term of the aforementioned lease shall be voided.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____, 20 10

LESSOR:
CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE(S):

Agent for CENTURY 21 1st American

Date



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
 520.886.6023 fax 520.886.6188

POOL UPKEEP CLAUSE

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
 this _____ day of _____, 20 _____.

It is hereby agreed between the parties that the owner shall provide a weekly pool cleaning service.

It will still be necessary for LESSEE to maintain the pool on a daily basis by:

- # Checking chemical levels and replacing the chlorine tablet when necessary
- # Topping-up water level
- # Cleaning the pump basket, skimmer basket, hair and line basket, especially after a windstorm.
- # Removing any debris that may cause damage to the pool filter, or pool motor by regular skimming & brushing.

LESSEE shall purchase the chemicals required to maintain the pool from the company servicing the pool, and pay the pool company directly. LESSEE shall also provide the chemical kit, skimmer and brush for the normal maintenance of the pool.

IN WITNESS HEREOF:

The parties have hereunto set their hands this _____ day of _____ 20 _____.

LESSOR:

CENTURY 21 1st American
 Property Management Division
 8880 East Speedway Boulevard
 Tucson, Arizona 85710
 (520) 296-8891

LESSEE(s) Signature(s):

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

 Agent for CENTURY 21 1st American

 Date



WE ARE THE
REAL ESTATE
RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

SPA CLAUSE

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this _____ day of _____, 20____.

It will be necessary for LESSEE to maintain the spa on a regular basis by:

- Checking chemical levels and replacing the chlorine tablet when necessary
- Topping-up water level
- Cleaning the pump basket, skimmer basket, hair and line basket, especially after a windstorm.
- Removing any debris that may cause damage to the pool, filter, or pool motor by regular skimming & brushing.
- Keep spa cover locked when not in use for safety purposes.

LESSEE shall purchase the chemicals required to maintain the spa.

LESSEE shall also provide chemical kit, skimmer and brush for the normal maintenance of the spa.

IN WITNESS HEREOF:

The parties have hereunto set their hands this _____ day of _____, 20____.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE:

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

Agent for CENTURY 21 1st American

Date

ARIZONA REVISED STATUTE 36-1681, PRIVATE POOL SAFETY NOTICE

The following is the notice explaining safety education and the responsibilities of pool ownership approved in accordance with A.R.S. 36-1681, 1991

ARTICLE 7. POOL SAFETY 36-1681: pool enclosures; requirements, exceptions, enforcement.

A> A swimming pool, or other contained body of water that contains water eighteen inches or more in depth at any point and that is wider than eight feet at any point and is intended for swimming, shall be protected by an enclosure surrounding the pool area, as provided in this section.

B> A swimming pool or other contained body of water required to be enclosed by subsection A whether a below-ground or above-ground pool shall meet the following requirements:

1. Be entirely enclosed by at least a five-foot wall, fence or other barrier as measured on the exterior side of the wall, fence or barrier.
2. Have no openings in the wall, fence or barrier through which a spherical object four inches in diameter can pass. The horizontal components of any wall, fence or barrier shall be spaced not less than forty-five inches apart measured vertically or shall be placed on the poolside of a wall, fence or barrier that shall not have any opening greater than one and three-quarter inches measured horizontally. Wire-mesh or chain link fences shall have a maximum mesh size of one and three quarter inches measured horizontally.
3. Gates for the enclosure shall:
 - a. Be self-cleaning and self-latching with the latch located at least fifty-four inches above the underlying ground or on the pool side of the gate with a release mechanism at least five inches below the top of the gate and no opening greater than one-half inch within twenty-four inches of the release mechanism or be secured by a padlock or similar device which requires a key, electric opener, or integral combination which can have the latch at any height.
 - b. Open outward from the pool.
4. The wall, fence or barrier shall not contain openings, handholds or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence or barrier.
5. The wall, fence or barrier shall be at least twenty inches from the water's edge.

C.> If a residence or living area constitutes part of the enclosure required by subsection B there shall be one of the following:

1. Between the swimming pool or other contained body of water and the residence or living area, a minimum four foot wall, fence or barrier to the pool area which meets all of the requirements of subsection B paragraphs 2 through 5.
2. The pool shall be protected by a motorized safety pool cover that requires the operation of a key switch which meets the American Society of Testing and Materials Emergency Standards 13-89 and that does not require manual operations other than the use of the key switch.
3. All ground level doors or other doors with direct access to the swimming pool or other contained body of water shall be equipped with a self-latching device which meets the requirements of subsection B, paragraph 3, subdivision (a). Emergency escape or rescue windows from sleeping rooms wit access to the swimming pool or other contained body of water shall be equipped with a latching device not less than fifty-four inches above the floor.
4. The swimming pool shall be an aboveground swimming pool that has non-climbable exterior sides that are a minimum height of four feet. Any access ladder or steps shall be removable without tools and secured in an inaccessible position with a latching device not less than fifty-four inches above the ground when the pool is not in use.

D> This section does not apply to:

1. A system of sumps, irrigation canals, irrigation, flood control or drainage works constructed or operated for the purpose of storing, delivering, distributing or conveying water.
2. Stock Ponds, storage tanks, livestock operations, livestock watering troughs or other structures used in normal agricultural practices.
3. Public or semi-public swimming pools.
4. A swimming pool or contained body of water or barrier constructed prior to the effective date of this article.
5. Political subdivisions that enact a swimming pool barrier ordinance before the effective date of this article.
6. Political subdivisions that adopt ordinances after the effective date of this article provided that the ordinance is equal to or more stringent than the provisions of this article.
7. A residence in which all residents are at least six years of age.

E> A person on entering into an agreement to build a swimming pool or contained body of water or sell, rent or lease a dwelling with a swimming pool or contained body of water shall give the buyer, lessee or renter a notice explaining safety education and responsibilities of pool ownership as approved by the department of health services.

F> A person who violates this section is guilty of a petty offense except that no fine may be imposed if a sufficient showing is made that the person has subsequently equipped the swimming pool or contained body of water with a barrier pursuant to the standards adopted in subsection B within forty-five days of citation and has attended an approved swimming pool safety course.

AN IMPORTANT NOTICE ABOUT POOL SAFETY

Drowning is a serious threat to young children in Arizona. Young children also suffer from a high number of near drowning that may lead to permanent, severe disability. Most of these incidents occur in the child's own backyard swimming pool. These tragedies must be stopped. To that end, the Arizona legislature has passed a law requiring that new occupants of dwellings with pools, and persons having a pool installed, receive this safety message about steps to prevent drowning and the legal responsibilities of pool ownership.

SUPERVISION IS THE KEY TO PREVENT DROWNING

Never leave children unsupervised in the pool or inside the pool area –NOT EVEN FOR ONE SECOND!

Inform guests to your home of the importance of closely watching children around water. At parties, make sure someone is always watching the children around the pool.

IN CASE OF AN EMERGENCY, ACT IMMEDIATELY!

1. Shout for help
2. Pull the child out of the water
3. Take the child to the phone and dial 911
4. Check the airway and breathing. If needed, start CPR immediately. CPR can save lives and prevent serious injury.

OTHER SMART TIPS TO PROTECT CHILDREN AROUND WATER

DO NOT:

- ❖ Don't keep toys, tricycles or other playthings in the pool area. Remove items that a child could use to climb over the barrier.
- ❖ Don't be distracted by phone calls, doorbells, or chores while children are in the pool. Your full attention should be on the children in and around the pool.
- ❖ Don't rely on swimming lessons or "floaties" to protect your children.
- ❖ Never ever prop gates open.

DO:

- ❖ Attend CPR classes. All family members and baby-sitters should know CPR. For the nearest class, contact your local fire department or Red Cross.
- ❖ Post "911" on all phones.
- ❖ Learn water rescue. Keep lifesaving equipment mounted near the pool, especially if you cannot swim.
- ❖ Lock passageways (such as pet doors) leading to the pool.
- ❖ Inspect latches and gates regularly; keep them in working order.
- ❖ Set a good example. Insist on safety around the pool.

According to Pima County 1990 Pool & Spa Code, you must have one of the following to meet the barrier code:

1. Automatic pool cover or a minimum 4 foot high fence between the pool and the residence.
2. No windows or doors can open into the pool area.
3. In the County, beside the above, you can also opt to have automatic door closures on your doors.



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

SIGHT UNSEEN ADDENDUM

It is understood between the applicant below and CENTURY 21 1st American Property Management, that the applicant has not seen the property they are applying to rent.

The applicant appoints _____
to view the property and rely on their opinions as to the condition of the property. The applicant hereby agrees to rent the property "as is".

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____ 20____.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

APPLICANT (S)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Agent for CENTURY 21 1st American

Date



Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.296.8891 fax 520.886.6188

SECTION 8 ADDENDUM

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____, hereinafter called "Lessee", dated
this 3rd day of May, 2010.

If Section 8 discontinues payment of rent, the Lessee will be held responsible for paying the rent according to the terms and conditions set forth in the Rental Lease Agreement.

SAMPLE

IN WITNESS HEREOF:

The parties have hereunto set their hands this _____ day of _____ 20_____.

LESSOR:

CENTURY 21 1st American
Property Management Division
8880 East Speedway Boulevard
Tucson, Arizona 85710
(520) 296-8891

LESSEE:

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Agent for CENTURY 21 1st American

Date



WE ARE THE
REAL ESTATE
RANGERS

Property Management Division

8880 East Speedway Boulevard Tucson AZ 85710
520.886.6023 fax 520.886.6188

ROOMMATE RELEASE

I, _____
DO HEREBY RELEASE MY INTEREST AND LIABILITY IN THE RENTAL PROPERTY LOCATED AT

TO _____

EFFECTIVE _____

I, _____
DO HEREBY ACCEPT THE INTEREST AND LIABILITY IN THE RENTAL PROPERTY LOCATED AT

FROM _____

The current Lease will expire: _____

It is hereby agreed between the above parties that the Security Deposit of \$ _____

and the cleaning deposit of \$ _____ will be transferred to:

Signed: _____ Date: _____

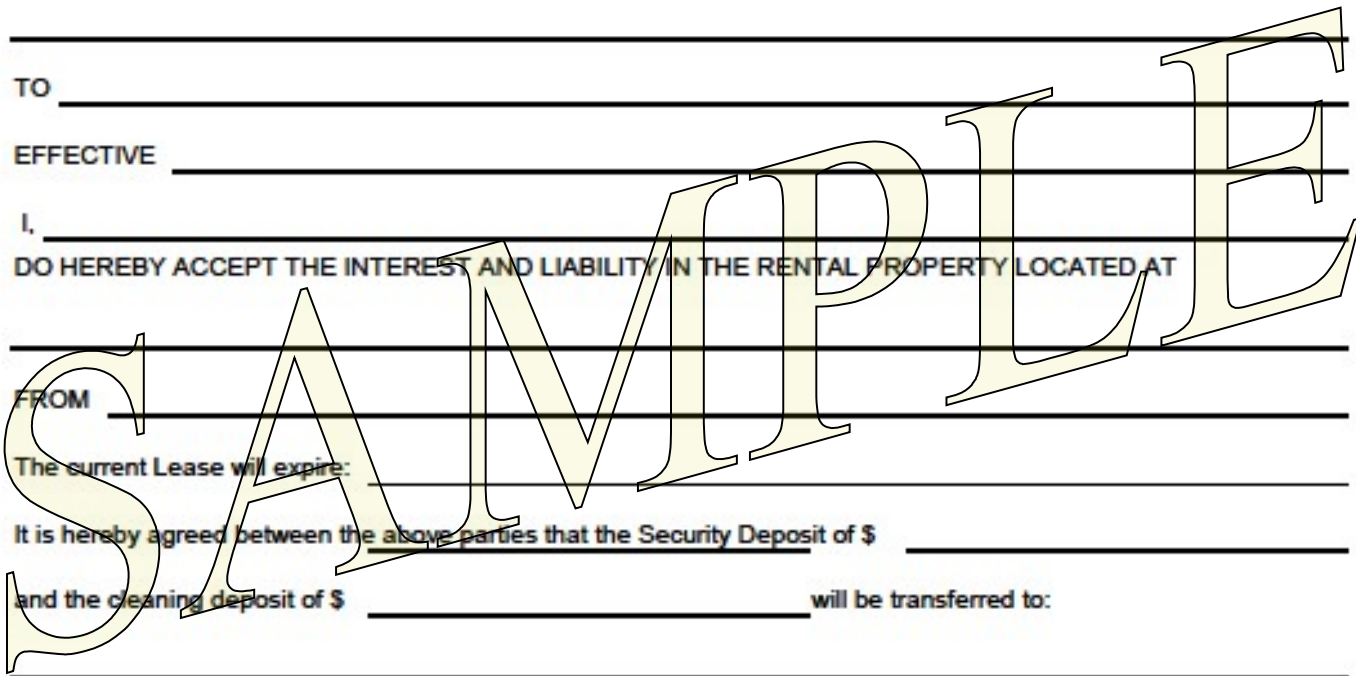
Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

By: _____ Date: _____

Agent for Century 21 1st American Property Management





Property Management Division
 8880 E Speedway Blvd Tucson, AZ 85710
 520.886.6023 fax 520.886.6188

Account #	
------------------	--

TRANSFER CLAUSE

ADDENDUM to Lease between CENTURY 21 1st American, hereinafter called "Lessor" and

_____ , hereinafter called "Lessee", dated

this _____ day of _____, 20

Branch of Military _____ Rank _____ Service Number _____

Commanders phone # _____ Unit # _____

It is hereby agreed between the parties that should Lessee be transferred by employer, upon written verification of such transfer and thirty (30) day notice, coinciding with the rent paying period, the term of the before mentioned lease shall be voided. All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF:

The parties have hereunto set their hands this _____ day of _____ 20 _____.

LESSOR:

CENTURY 21 1st American
 Property Management Division
 8880 East Speedway Boulevard
 Tucson, Arizona 85710
 (520) 296-8891

LESSEE:

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

 Agent for CENTURY 21 1st American

 Date



Public Law 111-22, Effective Date May 20, 2009

TITLE VII—PROTECTING TENANTS AT FORECLOSURE ACT

SEC. 701. SHORT TITLE.

This title may be cited as the 'Protecting Tenants at Foreclosure Act of 2009'.

SEC. 702. EFFECT OF FORECLOSURE ON PREEXISTING TENANCY.

(a) In General- In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property after the date of enactment of this title, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to--

- (1) the provision, by such successor in interest of a notice to vacate to any bona fide tenant at least 90 days before the effective date of such notice; and
- (2) the rights of any bona fide tenant, as of the date of such notice of foreclosure--

(A) under any bona fide lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90 day notice under paragraph (1); or

(B) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90 day notice under subsection (1),

except that nothing under this section shall affect the requirements for termination of any Federal- or State-subsidized tenancy or of any State or local law that provides longer time periods or other additional protections for tenants.

(b) Bona Fide Lease or Tenancy- For purposes of this section, a lease or tenancy shall be considered bona fide only if--

- (1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant;
- (2) the lease or tenancy was the result of an arms-length transaction; and
- (3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State, or local subsidy.

(c) Definition- For purposes of this section, the term 'federally-related mortgage loan' has the same meaning as in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602).

SEC. 703. EFFECT OF FORECLOSURE ON SECTION 8 TENANCIES.

Section 8(o)(7) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)(7)) is amended--

- (1) by inserting before the semicolon in subparagraph (C) the following: 'and in the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease vacating the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner--

- (i) will occupy the unit as a primary residence; and
- (ii) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice.'; and

(2) by inserting at the end of subparagraph (F) the following: 'In the case of any foreclosure on any federally-related mortgage loan (as that term is defined in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602)) or on any residential real property in which a recipient of assistance under this subsection resides, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the housing assistance payments contract between the prior owner and the public housing agency for the occupied unit, except that this provision and the provisions related to foreclosure in subparagraph (C) shall not shall not affect any State or local law that provides longer time periods or other additional protections for tenants.'

SEC. 704. SUNSET.

This title, and any amendments made by this title are repealed, and the requirements under this title shall terminate, on December 31, 2012.

SAMPLE



A brief overview of Arizona laws regarding Tenants, Landlords and the Eviction Process.

ARIZONA EVICTION PROCESS

Arizona Forcible Retainer Eviction Process

As Described on <http://www.keytlaw.com/leasinglaw/azevictions.htm>

If the tenant is late paying rent landlords start the Arizona residential eviction process by providing the tenant with a written notice of default called a "five day notice" letter. At a minimum, the five day notice must tell the tenant that the tenant is behind in the rent and state the amount of money the tenant must pay to cure the default. The notice must also tell the tenant, in clear language, that the lease will terminate unless the tenant pays the entire amount due on or before the expiration of five days from the date the tenant receives the five day notice.

The landlord may demand payment of an amount of money in the five day notice letter that includes the past due rent and any penalties or late charges that are authorized in the lease between the landlord and the tenant. If the tenant pays the landlord all of the money demanded in the five day notice on or before the deadline for payment, the landlord must accept the money and continue to honor the lease. Remember, a lease is a contract to allow the tenant to occupy the leased premises as long as the tenant pays the agreed to rent and is not in default under any provisions of the lease.

If the tenant has committed some other type of material breach of the lease agreement, the landlord can give the tenant a "ten day notice letter." This type of notice letter should clearly identify the breach of the lease and tell the tenant they must cure the material breach within ten days or the lease will terminate. If the tenant fails to cure the breach the landlord may file an Special Detainer lawsuit to evict the tenant.

Arizona Criminal Eviction Process

As Described on <http://www.pcao.pima.gov/Docs/evictionfaq.pdf>

What is an eviction?

- A civil (not a criminal) court action.
- The court action a landlord uses to remove a renter who is not keeping the promises in their rental agreement.
- Sometimes the promise is about paying rent by a certain day of the month, or keeping the property in a sanitary condition.
- Other times the eviction is due to criminal activity.

Does it have to be the renter who commits the crime? No.

The landlord can also evict a renter if the renter, or the renter's family, friends or guests are committing criminal acts on the rented property.

How fast is the eviction? Very fast.

Evictions for criminal acts use special rules which allow the landlord to remove the renter in as few as five days.

How does an eviction work?

- The landlord sends or delivers a "NOTICE OF IMMEDIATE TERMINATION" to the renter.
- This lets the renter know exactly what the problems are, and that the renter must move out immediately.
- If the renter refuses to move, the landlord asks for a hearing in Pima County Justice Court.
- Because the landlord has told the Court that criminal activity has occurred, the Court must set the hearing within the next three days.
- The renter is served notice of the time and day of the hearing.
- At the hearing -- even if the renter doesn't come to court -- the landlord, police officers, or any other witnesses will tell the Judge what happened and why they believe there has been criminal activity.
- If the Judge finds there has been criminal activity, the court must order the renter out in no more than 24 hours.