



RESIDENTIAL LEASE AGREEMENT

1 **LANDLORD:** Arvind Kumar Reddy Annam or identified on Line 329
PROPERTY OWNER(S) (LANDLORD) NAME(S)

2 **TENANT:** Tiffany Lemmon, Chloe Pexa
TENANT(S) NAME(S)

3 Landlord and Tenant enter into this Residential Lease Agreement ("Lease Agreement") on the terms contained herein. Landlord rents to
4 Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and appurtenances incident thereto,
5 plus personal property described below (collectively the "Premises").

6 Premises Address: 35116 N. 34th Lane

7 City: Phoenix AZ, Zip Code: 85086

8 **Landlord's personal property included by Landlord for tenant use:**

9 Washer Dryer Refrigerator Range / Oven Dishwasher Microwave

10 Other: _____

11 **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:
12 Tiffany Lemmon, Chloe Pexa and child; Kane Pexa
13 _____

14 **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof without Landlord's
15 prior written consent. If Tenant attempts to sublet, transfer, or assign this Lease Agreement and/or allows any persons other than those
16 listed above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by
17 Tenant of this Lease Agreement and Landlord may terminate this Lease Agreement.

18 **Addenda Incorporated:** Lead-based Paint Disclosure Move-In Move-Out Checklist

19 Other: Crime Free Addendum, Damage Addendum, Mold Disclosure & Waiver, Pet Addendum

20 **Term:** The Lease Agreement shall begin on 6/1/2023 at n/a and end on 5/31/2024 at n/a
MO/DA/YR TIME MO/DA/YR TIME

21 at which time this Lease Agreement shall automatically continue on a month-to-month basis, which all other terms and conditions set forth
22 herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Lease Agreement.
23 Notice to terminate the Lease Agreement at the end of the original lease term shall be given on or prior to the last rental due date of the
24 original term. Notice to terminate if on a month-to-month basis, shall be given at least thirty days prior to the periodic rental due date. At
25 lease termination, Tenant shall return all keys/garage door/remotes/mail keys as described herein and vacate the Premises.

26 **IF TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGREEMENT, LANDLORD**
27 **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR TWICE**
28 **THE ACTUAL DAMAGES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE ARIZONA**
29 **RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA")**

30 **Earnest Money:** No Earnest Money is required
31 Earnest Money is required in the amount of \$ 2,395.00
32 Until offer is accepted, Landlord is entitled to lease the Premises to another tenant.

33 **Form of Earnest Money:** Personal Check Cashier's Check Other: money order

34 Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
35 Broker's Trust Account Denali Real Estate
BROKERAGE FIRM'S NAME

36 Landlord

37 Other: n/a

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38 All Earnest Money shall consist of immediately available funds and is subject to collection. In the event any payment for Earnest Money is
39 dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Lease Agreement by
40 notice to Tenant. Upon acceptance of this Lease Agreement by all parties, all Earnest Money shall be applied to deposits and/or initial
41 rents.

42 **Periodic Rental Due Date:** The Rent and all other accrued charges shall be due and payable no later than 5:00 p.m. on the 1st day of each
43 month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to
44 accept partial payment of Rent or other charges. If the sales tax changes during the term of the lease Agreement, Landlord must adjust the
45 amount of Rent due to the equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

46 **Rent:** Tenant shall pay monthly installments of \$2,395.00 plus any applicable sales taxes, which are currently \$55.09 ,
47 plus administrative charges of \$69.46 plus other charges (See lines 438-447 below \$0.00 , totaling \$2,519.55

48 "Rent" to: Denali Real Estate, LLC at: P.O. Box 31300, Mesa, AZ 85275

49 **Late Charges and Returned Checks:** A late charge of \$30 plus \$10 daily shall be added to all Rent not received
50 by 5:00 p.m. on the due date and shall be collectible as Rent. Tenant shall pay a charge of \$50.00 for all funds dishonored for any
51 reason, in addition to the late charge provided herein. These additional charges shall be collectible as Rent. If a Rent payment has been
52 returned unpaid for any reason, Landlord shall be entitled to demand that all sums due pursuant to this Lease Agreement be paid in the
53 form of a cashier's check or money order.

54 **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any
55 required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable late fees or
56 costs.

57 **Rent Proration:** If Rent is being prorated for a period other than a full month, Tenant shall pay o n/a \$0.00 plus any
MO/DA/YR
58 applicable sale tax of \$0.00 , plus administrative charges (\$0.00 , totaling \$0.00 for the prorated period
59 beginning n/a ending n/a .
MO/DA/YR MO/DA/YR

60 **Initial Rent Payment:** \$ 2,395.00

61 **Refundable Security Deposit Due:** "Security Deposit" is given to assure payment or performance under this Lease Agreement. "Security
62 Deposit" does not include a reasonable charge for redecorating or cleaning.

63 Security Deposit: \$2,395.00

64 Pet Deposit: + \$600.00 (assistive and service animals are not considered "pets")

65 Cleaning Deposit: + \$300.00

66 **Non-refundable Charges Due:**

67 Cleaning Fee: \$0.00 (for additional cleaning and sanitizing of the Premises after Tenant vacates)

68 Redecorating Fee: + \$0.00 (for periodic repair/replacement of floor and window coverings, paint
69 and decorative items after Tenant vacates)

70 Pet Cleaning Fee: + \$0.00 (for additional wear, tear and cleaning after Tenant vacates)
71 (assistive and service animals are not considered "pets")

72 Other Fee: + \$0.00 (for n/a)

73 **Tax Due on Initial Rent and Non-refundable Charges Paid to Landlord:**

74 Sales tax Charged: + \$55.09 = City rental tax rate 2.30% x Taxable Amount \$2,395.00

75 **Initial Rent Administrative Fee:**

76 Monthly Fee Charged: + \$69.46 = Fee rate: 2.90% x Taxable Amount \$2,395.00

77 Total Required Payment: \$5,814.55

78 Less Earnest Money - \$2,395.00

79 BALANCE DUE (CERTIFIED FUNDS): \$3,419.55 to be delivered to the Landlord on or before 6/1/2023
MO/DA/YR

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80 Refundable deposits will be held: by Landlord in Broker's Trust Account Denali Real Estate, LLC
BROKERAGE FIRM'S NAME

81 **Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but not**
82 **limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent. The breakdown of the deposit**
83 **amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit**
84 **landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing**
85 **accounts, which interest shall be retained by the Broker or Landlord.**
86 **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

87 If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. Tenant
88 understands and agrees that Broker shall transfer the Tenant's refundable deposits to the Landlord directly, with or without notice to the
89 Tenant, should the Broker's services be terminated by the Landlord or the property is listed for sale prior to the end of the lease. In such
90 cases the owner of record at the end of the lease term shall be solely responsible for the disposition and return of the Tenant's deposit. If
91 the Premises are surrendered to Landlord at the termination or expiration of this Lease Agreement in a clean and undamaged condition
92 acceptable to Landlord, Landlord shall return the refundable deposits to Tenant within the time period provided for in the ARLTA. However,
93 if the Premises are delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a
94 portion of the refundable deposits and hold Tenant liable for additional charges.

95 **Screening/Credit/Background Contingency:** A screening/background/ credit report(s) application fee \$40 per applicant is due by separate
96 payment and is non-refundable for new lease applicants. Existing tenants signing this lease for lease renewals will not pay another
97 screening fee. This Lease Agreement is contingent on satisfactory verification and approval by Landlord of Tenant's employment, credit,
98 banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to
99 these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all
100 the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent
101 information and has not withheld any information, including, but not limited to, Pets, Service or Assistive Animals, poor credit, early
102 termination of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord
103 to terminate this Lease Agreement and pursue all applicable remedies, damages, court costs and reasonable attorney's fees. The credit
104 history of Tenant with respect to this Lease Agreement may be reported to any credit bureau or reporting agency.

105 **Pets** (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets".
106 No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.
107 This would include to prohibit temporarily "watching" or keeping any pet or animal on any temporary basis

108 Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:
109 See Pet Addendum and Tenant

110 is required is not required to maintain a liability insurance policy to cover any liability incurred due to pets with a minimum
111 of \$ 100,000.00 coverage and cause Landlord to become an "additional insured" under the policy.

112 **Keys:** Landlord agrees to deliver to Tenant keys for Premises: 2 Door 0 Pool 1 Mail Box
113 0 Entry Gate 0 Other: n/a and 1 garage door openers upon possession

114 Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been
115 physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted for by Tenant AND the
116 lease terminates. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned unless
117 expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage
118 door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant
119 acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

120 **Utilities:** Tenant agrees to arrange and pay for all utilities, including any applicable solar charges or solar lease, except:
121 Tenants are responsible for all utilities including solar if applicable

122 **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:
123 A. Pool Maintenance
124 Cleaning/Routine Maintenance: Landlord Tenant Association Not Applicable
125 Pool Chemicals: Landlord Tenant Association Not Applicable
126 B. Routine Pest Control: Landlord Tenant Association Not Applicable
127 C. Yard Maintenance
128 Front Yard: Landlord Tenant Association Not Applicable
129 Back Yard: Landlord Tenant Association Not Applicable

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130 **Tenant Acknowledgement:** Tenant acknowledges, having inspected the premises, and agrees, at Tenants own expense, to keep the
131 premises, including but not limited to, the yard, shrubs and swimming pool (if any) in the same condition and repair as at the beginning of
132 the lease and to pay for any damage thereto, reasonable wear and tear excluded.

133 **Earnest Deposits:** In the event the applicant fails to take occupancy on the date specified or changes their decision on occupancy, for
134 whatever reason, the earnest monies will be forfeited as liquidated damages and retained by Management. Upon occupancy, earnest
135 funds will be applied to the tenant's total move-in costs.

136 **Month-to Month lease agreements:** Should this lease convert to a month-to-month lease agreement after the expiration of the original
137 lease term, rents will automatically increase by 10% throughout the month-to-month tenancy.

138 **Payments and Deposits:** All Rental payments are to be made by certified check, money order, cashiers check or bank check. Payments
139 received through online bill pay or the Denali Real Estate tenant portals are acceptable. Tenant understands any payments made through
140 the Denali Real Estate tenant portal which are returned for insufficient funds or any other reason shall permit Denali Real Estate, in their
141 sole discretion, to refuse such portal payments for the remainder of the lease term. Additionally, Denali Real Estate may refuse any tenant
142 to make online portal payments after the 5th of any month for late rent payments. Tenant understands payments made through the online
143 portal system can take up to three business days after the payment is made for the funds to be received. Personal Checks or Cash will not
144 be accepted under any circumstances. Tenants shall not mail rent to the provided P.O. Box via certified mail or signature required under
145 any circumstances as it will not be claimed. Tenant shall not personally drop off rent to the Denali Real Estate office directly unless written
146 approval is given.

147 Rent must be received by the 1st day of the month unless otherwise agreed to in writing by the Agent. Rents received after the 1st of the
148 month will be assessed late fees according to the lease agreement. If you mail the rent on the first, it will not be received on-time and
149 tenant will be assessed late fees accordingly. Tenant understands that any past due late fees, taxes, process service fees and other
150 miscellaneous amounts due from Tenant shall first be deducted from any payment received from Tenant and the balance, if any, applied
151 toward rent due.

152 Deposits held in the Broker's Trust Account WILL NOT be used by the Tenant toward the Last Month's Rent or any other payments.
153 Deposits are fully refundable as long as tenant leaves the premises in the same condition as when tenancy begins less reasonable wear
154 and tear. Carpets must be cleaned upon move-out unless Agent confirms otherwise in writing and Tenant must use Agent approved
155 vendor for carpet cleaning unless approval is given to use a different vendor. The cost of repairing or replacing any damages will be first
156 deducted from the Tenant's Security Deposit and then through any other means as prescribed by law.

157 **Lost Rent Payments:** Tenant agrees it is their responsibility to deliver rent to the Agent. In the event a certified check or money order is
158 lost or misplaced in the mail, if tenant slides under the office door or it is lost some other way prior to Agent receiving it, it is the Tenant's
159 responsibility to trace the lost funds. Tenant must replace any certified check or money order that is deemed lost, misplaced or not
160 received by the Agent immediately and deliver to Agent.

161 **Notices:** Tenant agrees to pay \$50 for each 5-day notice for non-payment of rent and \$40 for any certified letters resulting from tenant's
162 noncompliance with the lease terms. These charges shall be added to the Tenant's ledger and added to all Rent not received by the due
163 date and will be collectible as Rent.

164 Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall be delivered to
165 Landlord at the address set forth herein and to Tenant at the Premises and shall be sent by registered or certified mail, or personally
166 delivered. Such notice shall be deemed received on the date the notice is actually received or five (5) days after the date the notice is
167 mailed by registered or certified mail, whichever occurs first.

168 **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable risks except
169 for that caused by Landlord's negligence. All tenants are encouraged to obtain renter's insurance to cover liability for personal injury,
170 property damage or loss, and insurable risks. All tenants with approved pets are required to obtain renter's insurance and must show proof
171 of insurance within 30 days of occupancy. Tenants with pets acknowledge failure to show proof of renter's insurance will result in a fine of
172 \$2 per day for each day the documents have not been provided beginning one month after occupancy.

173 **Locks & Keys:** Tenants shall not change the locks without written approval by Agent. Should Tenant's request to change the locks be
174 approved, the Tenant shall bear the cost of changing the locks. All locks must be keyed alike and Agent shall receive two (2) keys. Agent
175 must receive keys within 24 hours of lock change. Should tenant be locked out of the home, landlord may or may not have spare keys for
176 the home. Landlord may allow tenant to borrow a replacement key during business hours (9:00 am – 5:00 pm M-F) and in most cases will
177 not have keys available outside of business hours.

178 **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to inspect;
179 make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises
180 to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without consent of
181 Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass Tenant. Except in case of emergency,
182 Tenant's written request for repairs, or if it is impracticable to do so, Landlord shall give Tenant at least two days' notice in writing of the
183 intent to enter and enter only at reasonable times.

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184 **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'
185 association rules, ordinances and laws ("Rules and Law") concerning the Premises, or has made an independent investigation of the
186 applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowners' association, state, county, municipal or other
187 governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease Agreement, Landlord may make immediate
188 amendments to bring this Lease Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant notice that
189 this Lease Agreement has been amended and shall provide a brief description of the amendment and the effective date.

190 **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the Premises.
191 Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under Tenant's control to ensure their compliance
192 with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement of the applicable Rules
193 and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation and shall pay any fines or penalties assessed by
194 any governing body as a result of Tenant's noncompliance with Rules and Law.

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(TENANT'S INITIALS REQUIRED)

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196 **Smoking:** NO SMOKING is allowed inside the residence which includes the garage. If there is odor or residue damage resulting from
197 smoking, pets or food, Tenant will be responsible for the cost of cleaning, paint, re-carpet or any other damage. Tenant agrees to pay the
198 Landlord a fine of \$2,500.00 for violation of this provision and further understands that this is a noncompliance of the lease terms.

199 **Marijuana:** The Arizona Medical Marijuana Act of 2010 (AMMA) allows terminally or seriously ill patients to use limited amounts of
200 marijuana through their Doctor's recommendation. Tenants who are "qualifying patients" as defined by the AMMA must disclose their
201 qualifying patient status to the landlord prior to lease execution. Failure to disclose and execute the addendum will result in immediate
202 lease termination.

203 Despite Arizona law, the federal Controlled Substance Act (CSA) categorizes marijuana as a Schedule 1 substance and the manufacture,
204 distribution, or possession of marijuana is a federal criminal offense. See 21 U.S.C. 801 et seq. Furthermore, the U.S. Department of
205 Housing and Urban Development has sent out a Memorandum that specifically states that the use of marijuana for medical purposes
206 violates federal law and that federal and state nondiscrimination laws do not require landlords to accommodate requests by current or
207 prospective residents with disabilities to use medical marijuana. See Medical Use of Marijuana and Reasonable Accommodation in Federal
208 Public and Assisted Housing dated January 20, 2011.

209 The Landlord and Agent have determined that the use, possession, distribution or manufacture of marijuana has been determined to
210 interfere with the health, safety, welfare and right to peaceful enjoyment of the premises by other residents. As such, the Landlord hereby
211 informs and reminds all tenants that they signed a Crime Free Addendum when they moved in and, pursuant to that addendum and the
212 supporting federal laws, any use of marijuana (medical or otherwise) by the tenant or their guests will result in an immediate termination. If
213 you have any questions or concerns about this policy, please speak to management.

214 **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under Tenant's control shall not engage in or
215 facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity (state, federal or
216 other municipality), including drug-related criminal activity, any act of violence or threats of violence, other illegal activity, including
217 prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health,
218 safety and welfare of Tenants, Landlord, Landlord's representatives, agents or others.

219 Tenant agrees that any and all Illegal Drug Activity or other felony activities will be considered a breach of this lease agreement and will be
220 included under ARS: 33-1341-Tenant's Obligations to Maintain Dwelling Unit.

221 **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE**
222 **AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

223 **Pets & Assistive Animals:** Tenant is aware that no animals are to be kept on or in the Property without the written consent of the
224 Landlord or Agent. This includes watching any pet on a temporary basis. The Tenant agrees to provide proof of licensing and up-to-date
225 shot records for each of approved animal when requested by Landlord / Agent. The Tenant agrees to comply with all community, city and
226 state rules and regulations regarding pets. No puppies, kittens, livestock (horses, ponies, rabbits, goats, pigs, etc.), rodents, reptiles or
227 fowl (including chickens, ducks, peacocks, large parrots, Macaws, geese, etc.) shall not be permitted under any circumstances. Fish tanks
228 over 10 gallons much have approval. **Assistive, Service and Emotional Support Animals** must be disclosed prior to occupancy where
229 applicable. Under the ADA and Arizona law, your service animal can be excluded from an accommodation if: it poses a direct threat to
230 health and safety, it is not housebroken it is out of control and you are unable or unwilling to control it, it poses an undue burden on the
231 establishment, or it fundamentally alters the nature of the establishment or the goods or services it provides. Failure to disclose an
232 Assistive, Service and Emotional Support Animals is a breach of this agreement.

233 **Home Owner's Associations (HOAs) & City Code Requirements:** If an HOA is present, Tenant will, if they desire, obtain a copy of the
234 Covenants, Conditions & Restrictions (CC&R's) of the Association directly from the HOA. TENANT AGREES THAT ANY FINES LEVIED
235 BY THE HOA OR CITY DUE TO TENANT NONCOMPLIANCE, TENANT WILL BE RESPONSIBLE TO PAY THOSE FINES WITH THE
236 NEXT RENT PAYMENT. Tenant shall be responsible for all fines regardless of whether a warning notice has been received by the Tenant
237 from the Landlord / Agent, City or HOA. Tenant shall remain in compliance with all HOA CC&Rs and City Codes and agrees to: Maintain
238 landscaping at all times, ensure yard is free of weeds in rocks, adequate care of the landscaping, no trash cans at the curb on non-trash
239 days, no trash cans stored in view of the street, no oil stains on the driveway and no parking in any area of the yard other than the driveway.
240 Tenant agrees to immediately act upon any notice received due to tenant negligence.

241 **Home Owner's Association (HOA) & City Code Notices:** Agent shall forward Tenant any notices received for CC&R & City Code
242 violations. If the Tenant receives more than two such notices for warnings of fines during the lease term, Tenant shall pay a \$25.00 notice
243 processing fee per notice received after the second notice. This is in addition to any fines levied by the HOA or City.

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244 **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming Pool Barrier
245 Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed in writing. If the Premises
246 contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.
247 Landlord and Tenant expressly relieve and indemnify brokers, their agents and employees from any and all liability and responsibility for
248 compliance with any applicable pool barrier laws and regulations.

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(TENANT'S INITIALS REQUIRED)

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250 **Pool Safety:** Tenant acknowledges that the swimming pool (if any) and any facilities appurtenant thereto, are being furnished without
251 charge by the Landlord and that no lifeguard or other supervision over the use of said pool and related facilities will be provided. Tenant
252 fully understands the risks associated with the foregoing and has received and read the pool safety addendum to the lease agreement.

253 Tenant hereby assumes for him/herself and family and invites all risks associated with the use of said pool and agrees that
254 Landlord/Broker/Agent shall not be held liable for any harm sustained by Tenant or his/her family or invitees in connection with said risks.
255 Tenant understands he is responsible for maintaining proper water level at all times, and day-to-day cleaning if necessary. All backyard
256 gates and pool gates must be properly used at all times. Tenant must notify Landlord/Broker/Agent immediately if any barrier, self-closing
257 door or any/all barriers to the pool stops working correctly.

258 **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known lead-based
259 paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections of the Premises in the
260 Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and
261 any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your
262 Home" (collectively "LBP Information").

263 The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on Lead-based
264 Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials referenced therein,
265 including the pamphlet "Protect Your Family from Lead in Your Home"

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(TENANT'S INITIALS REQUIRED)

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OR

268 The Premises were constructed in 1978 or later.

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(TENANT'S INITIALS REQUIRED)

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270 **Smoke Detectors:** The Premises does does not contain smoke detector(s). If yes, Tenant shall maintain the detector(s)
271 in working condition, change batteries and notify Landlord if the detector is not working properly or missing from the Premises.

272 **Carbon Monoxide Detectors:** The Premises does does not contain carbon monoxide detector(s). If yes,
273 Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or
274 missing from the Premises.

275 **Fire Sprinklers:** The Premises does does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the
276 sprinklers are not working properly or are missing from the Premises.

277 **Move-In Inspections:** Tenant understands that they will complete the walk-through inspection form on the lease start date. Tenant will
278 note any pre-existing damage with size and location. Tenant understands that all changes must be initialed by the property
279 manager/landlord to be recognized as pre-existing damage. The move-in inspection form must be completed on or before the move-in
280 date. Tenant agrees they will have ten days after taking possession of the premises to return the move-in inspection addendum provided
281 to note any additional items missed during the move-in inspection. If the addendum is not returned within ten days, or an email sent to the
282 property manager with a list of additional items, it will be assumed there are no additional items present at the time of move-in. Any email
283 must be acknowledged by the property manager to be considered properly delivered.

284 **Move-out Inspections & Responsibilities:** The Tenant is required to surrender the premises to the Landlord at the termination or
285 expiration of this Agreement in a CLEAN and UNDAMAGED condition acceptable to the Landlord/Agent. Tenant is required, unless
286 released by Agent/Landlord to have the carpets cleaned upon moving out and MUST use the Agent's approved CARPET CLEANING
287 SERVICE. All cleaning and maintenance must be completed prior to Lease Termination Date. Keys must be turned in to the Property
288 Manager prior to midnight of the termination date.

289 This addendum constitutes written notice that tenant has the right to be present at the move-out inspection. Move-out inspections generally
290 occur 1-3 days after the expiration of the lease or keys turned in. Tenant must notify Landlord/Property Manager in writing if they wish to be
291 present during the move-out inspection. FAILURE TO SCHEDULE A WALK THROUGH INSPECTION PRIOR TO LEASE END WILL
292 RESULT IN TENANT'S WAIVER OF RIGHT TO BE PRESENT AT FINAL WALK THROUGH.

293 **Tenant Obligations upon Vacating:** Upon termination of this Lease Agreement, Tenant shall surrender the Premises to Landlord in the
294 same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will be removed from the
295 Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord/Property Manager/Authorized
296 Representative. Tenant shall have all utilities on until completion of the move-out inspection.

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297 **Landlord / Agent Inspections During Tenancy:** It will be necessary for the property manager to inspect the premises several times a
298 year. According to the lease, Tenant will give reasonable access to the Property Manager for these inspections. Agent will request the
299 Tenant be present for these inspections but it is not a requirement to allow the Agent/Landlord to inspect the interior or exterior of the
300 premises.

301 **Automobiles:** Only minor routine maintenance such as vehicle washing, waxing or minor repair items shall be performed on a tenant
302 owned vehicle at the property. Major repairs, such as engine, transmission, body or brake work is prohibited. Vehicles shall not be parked,
303 repaired or washed on the lawn or parked beside driveways. Vehicles leaking any fluids (oil, brake fluid, transmission fluid, gasoline, etc)
304 shall be repaired or removed from the premises immediately and tenant is responsible for any stains left by their vehicles or the vehicles of
305 their guests. Vehicles must be operational with no flat tires, broken windows, expired registrations or raised on jacks. Vehicles that are
306 unregistered/expired registration will not be parked anywhere other than the garage space. Tenant agrees to pay for towing of any vehicle
307 that is in violation of this agreement.

308 **Home Based Business:** The rental dwelling is for residential use only. Tenant shall not run a business from the premises for any reason
309 without written permission from the landlord. Business that will not be approved under any circumstances include those businesses where
310 clients, customers or employees must come to the home for any reason or businesses that must store physical inventory, raw materials,
311 hazardous waste or other physical goods or equipment at the premises.

312 **Alterations and Improvements:** Tenant shall not make any alterations, changes or improvements to the Premises without Landlord's
313 prior written consent. Tenant may be held responsible for any damages resulting from unauthorized alterations, changes or improvements
314 as well as the cost to restore the Premises to its move-in condition.

315 **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the
316 Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat
317 and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association or other
318 rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep
319 and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and
320 appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so
321 as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises.

322 Tenant shall immediately notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or
323 otherwise requires Landlord to take actions as required by the ARLTA, including, but not limited to any moisture conditions from any
324 source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or component thereof. In the
325 event Tenant notifies Landlord in writing of any condition requiring Landlord to make repairs or perform maintenance, such notice shall
326 constitute permission from Tenant for Landlord to enter the Premises for the sole purpose of making the repairs or performing the
327 maintenance requested. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to
328 Tenant subject to the provisions of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters
329 and smoke alarm and/or carbon dioxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees
330 to maintain the premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowners'
331 association or other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition.

332 **Property Maintenance:** Tenant is responsible for reporting maintenance issues of the property. All maintenance requests must be made
333 to the Landlord in writing through email, tenant portal, fax or letter. Tenant should look for leaks underneath sinks and leaks in the sprinkler
334 system, and report these leaks to the Property Manager before more serious damage occurs. The cost of removal of any grease or oil
335 stains from the property will be paid by the Tenant. Clogged or overflowing plumbing facilities and any damage to tenant's personal
336 property caused by such clog or overflow shall be the responsibility of the Tenant. In the event of potential water damage, Tenant is
337 responsible for turning off the water immediately and will be held responsible for any additional damages cause by not turning off the water.
338 Tenant shall turn off the water if they will be away from the property for more than 48 hours. Tenant shall not use flushable wipes under
339 any circumstances and agrees to be responsible for all plumbing charges and damages cause by flushing wipes.

340 Tenant shall not perform or contract for any repairs without written authorization from the Property Manager or Owner. Any repairs
341 performed, contracted or paid for by Tenant without the written permission of the Property Manager or Owner will not be reimbursed and
342 Tenant assumes full responsibility for payment and work completed. Tenant will also be responsible for any work completed improperly
343 and will solely bear the cost of repairing any work completed improperly, not to code or in a less than professional / workmanlike manner.

344 Tenant agrees to replace the Furnace/Air Conditioning filters MONTHLY and any repairs caused by improper filter replacement procedures
345 will be the responsibility of the Tenant. In such instance, the owner would have the unit(s) inspected to determine if any damage has
346 occurred. If filters are not changed, a coil-cleaning charge can be in excess of \$400.

347 Tenant is responsible for replacing all non-working light bulbs, smoke detector batteries, garage keypad batteries, garage door remote
348 batteries. The Tenant must notify Landlord immediately if smoke detector is not functioning properly. Tenants understand they will be
349 charged at move-out for any non-working items not identified during the move-in process.

350 **Tenant shall be responsible for meeting all mechanics/vendors during normal business hours to facilitate completion of needed
351 repairs. If tenant misses an advanced scheduled appointment with a vendor, the tenant shall be held responsible for any vendor
352 charges incurred. Tenant agrees these charges will be paid on or before the following month rental due date.**

353 Tenant understands that unless otherwise noted on this lease, all water softeners, reverse osmosis, mister systems, security
354 systems/alarms, intercoms/built in radios, exterior malibu lights/ground lights and fountains/fountain pumps may not be repaired or
355 replaced by the landlord if they don't work or stop working. Unless noted in the lease agreement, alarm systems monitoring is the
356 responsibility of the Tenant. Tenant is responsible for reverse osmosis filters and refrigerator filters.

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357 **Duty to Report:** The Tenant agrees to report all issues that may negatively affect the rented premises such as water leaks, roof problems
358 or the existence of mold or other health or safety issues. Should the Tenant fail to report any problem that they know of or should have
359 discovered, the Tenant may be evicted and waives any other claims for damages to their personal possessions or their health or safety
360 against Landlord and Agent.

361 **Pest Control:** Tenant is responsible for any and all interior and exterior insect control EXCLUDING TERMITE TREATMENTS.

362 **Appliances:** If Landlord supplies any appliances to the Tenant with the premises, Landlord shall not be responsible for any loss or
363 damage caused by any appliance malfunction. Should the Premises contain a washer, dryer, refrigerator or freezer, it is strictly provided as
364 a convenience to the Tenant. In the event, the washer, dryer, refrigerator or freezer becomes nonfunctional; the Landlord has the option of
365 repair, replacement or removal. Owner is not obligated to repair or replace any nonfunctional washer, dryer, refrigerator or freezer. Tenant
366 agrees that any damage to clothing or other personal items by the washer or dryer or loss of food due to failure of refrigerator or freezer is
367 not the responsibility of Landlord. Furthermore, Landlord is not responsible for excessive electric, gas, or water charges for faulty
368 appliances. Should premises contain a refrigerator with built in ice maker, water dispenser, and / or ice dispenser, Owner is not obligated to
369 repair or replace any non-functional accessories should they not work or stop working.

370 **Landscaping Care:** It is the Tenants responsibility to care for the landscaping and to determine if the individual plants are getting water
371 through the sprinkler and bubbler system. If a plant should die, and it is determined that it died for lack of water, the tenant will be held
372 responsible and will bear the cost of replacing the plant. Unless landscaping service is provided by Landlord, the lawn shall be mowed
373 weekly and trees and bushes shall be trimmed every six months at a minimum or more regularly if needed. Rock areas should be free
374 from weeds. If this is not adhered to, Landlord shall, at their discretion after providing notice to the tenant, will have the deficiencies
375 corrected and the Tenant agrees to pay the full cost of same with Tenant's next monthly rental payment. Tenant is to provide his/her own
376 hoses, sprinklers and any equipment necessary to maintain the lawn and yard. Dormant grass must be watered. IF THE SPRINKLER/DRIP
377 SYSTEM BECOMES INOPERABLE, IT IS THE TENANT'S RESPONSIBILITY TO HAND/MANUAL WATER ALL GRASS, BUSHES AND
378 TREES UNTIL A SPRINKLER, DRIP OR WATERING SYSTEM CAN BE REPAIRED.

379 **Satellite Dishes:** The Landlord prohibits the placement of any satellite dish on the property without the written consent of the Landlord.
380 Regardless of owner consent, a dish shall not be directly attached to the building in any manner which includes the exterior wall of the
381 home, roof, fascia, eaves or any other area of the home. Prior to vacating the premises, tenant agrees to remove the satellite dish and
382 return the property to its original condition prior to occupancy. Should tenant fail to remove an installed dish, it will be removed by the
383 Landlord at the Tenant's expense.

384 **Waterbeds, Swimming Pools, Swing Sets & Trampolines:** Tenant agrees not to have any waterbeds or other liquid filled furniture on the
385 premises without written permission of Landlord/Agent. Tenant also agrees not to have any swimming pools, swing sets & trampolines on
386 the premises without written permission of the Landlord.

387 **Abandoned Property:** In the event that the tenant abandons any personal property in or around the dwelling unit upon vacating the
388 premises, the Landlord may destroy or otherwise dispose of some or all of the property if the Landlord reasonably determines that the cost
389 of moving and storing the property exceeds the value of the abandoned property.

390 **Collection Costs:** In the event the Tenant breaches the rental agreement, is evicted, or has an outstanding balance upon the termination
391 of the lease agreement, the Landlord is entitled to recover as additional damages all costs to collect monies owed including funds paid to a
392 collection company, lawyer or the property manager to collect those funds.

393 **Bankruptcy:** In the event the Tenant declares Bankruptcy, the Tenant covenants and agrees they will not claim the Lease Agreement as
394 an asset of the Bankruptcy and that the filing of the Bankruptcy will not constitute a default of the Lease Agreement and so will not act to
395 terminate this Lease Agreement.

396 **Trustee's Sale Notice:** Per A.R.S. 33-1331 Landlord shall notify Tenant in writing within five (5) days of receipt of a notice of trustee's sale
397 or other notice of foreclosure on the Premises. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale or
398 other notice on the Premises. Landlord shall not allow the Premises to be foreclosed.

399 **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to enter
400 the Premises to retrieve and store Tenant's personal property if Tenant dies during the term of this Lease Agreement. In the event of
401 Tenant's death during the term of this Lease Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.

402 **Breach:** In the vent of a breach of this Lease Agreement, the non-breaching party may proceed against the breaching party in any claim or
403 remedy that the non-breaching party may have in law or equity.

404 **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this
405 Lease Agreement shall be awarded all their reasonable attorney fees and costs, along with all costs and fees incurred as a result of any
406 collection activity. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.

407 **Jury Trial Waiver and Attorney Fees:** The Landlord and the Tenant hereby waive their right to a jury trial.

408 **Servicemembers' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders for a
409 change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of 90 days or
410 more, Tenant may terminate this Lease Agreement by delivering written notice and a copy of Tenant's official military orders to Landlord. In
411 such a case, this Lease Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base
412 housing does not constitute a change of permanent station order.

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413 **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Lease Agreement shall be treated as an original. This
414 Lease Agreement and any other documents required by this Lease Agreement may be executed by facsimile or other electronic means and
415 in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-based Paint
416 Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each
417 counterpart shall be deemed an original.

418 **Time of Essence:** Time is of the essence in the performance of the obligations described herein.

419 **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

420 **Entire Agreement:** This Lease Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord
421 and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a writing
422 signed by Landlord and Tenant. The failure to initial any page of this Lease Agreement shall not affect the validity or terms of this Lease
423 Agreement.

424 **Waivers:** No waivers by landlord or any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor
425 shall it be deemed a waiver or any other provision herein or of any subsequent breach by Tenant of the same of any other provision.
426 Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.

427 **Subordination:** This Lease Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any
428 other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any
429 subordination agreements or other similar documents presented by Landlord within three (3) days of delivery.

430 **Permission:** Landlord and Tenant grant Landlord's Broker and Tenant's Broker permission to advise the public of this Lease Agreement
431 and the price and terms herein.

432 **Construction of Language:** The language of this Lease Agreement shall be construed according to its fair meaning and not strictly for or
433 against either Landlord or Tenant. All singular and plural words shall be interpreted to refer to the number consistent with circumstances
434 and context.

435 **Court Modification:** If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree that such
436 provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and
437 that all other provisions of this Lease Agreement shall remain in full force and effect.

438 **Days:** All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at
439 11:59 p.m.

440 **Additional Terms:**

441 None
442 _____
443 Nothing Follows
444 _____
445 _____
446 _____
447 _____
448 _____
449 _____

450 **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord and Tenant
451 Act is available through the Arizona Department of Housing; (ii) Landlord shall complete upon move-in, a move-in checklist for specifying
452 an existing damages to the Premises, (iii) Landlord shall furnish a Move-In Checklist Addendum and Tenant shall return the completed
453 addendum to Landlord within ten (10) days of the beginning of the Lease Agreement or Tenant accepts the Premises in its existing
454 condition; (iv) Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (v) Tenant understands and agrees
455 to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eleven) 11 pages of the Lease
456 agreement and any addenda.

457 **Renting Sight-Unseen:** Tenant understands and accepts that IF he/she is leasing the Subject Property without ever physically viewing, or
458 alternatively, only having seen the Subject Property via electronic or virtual telecommunications methods (all of which are cumulatively
459 referred to as "Sight Unseen"), the tenant acknowledges they have been provided ample time to view the property and complete all due
460 diligence available pertaining to the leasing of the Subject Property. Tenant agrees to accept the Subject Property in "As-is" condition as of
461 the time of lease signing and understands any requested repairs or other requested items will be considered and completed at the sole
462 discretion of the Landlord.

463 Tenant agrees to hereby release and hold harmless the Landlord and Landlord's Agent, Denali Real Estate, and it's Broker, agents and
464 employees from any and all claims of any nature or kind whatsoever arising from or connected with Tenant's decision to lease the Subject
465 Property Sight Unseen.

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466 INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS
467 BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES
468 FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR LOSS
469 OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES, AGENTS, PETS
470 OR OTHERS UNDER THEIR CONTROL.

471 (LANDLORD'S INITIALS REQUIRED) ^{DS} MV LANDLORD LANDLORD
472 (TENANT'S INITIALS REQUIRED) JL TENANT CP TENANT

473 Mutual Non-Disparagement: Landlord, Denali Real Estate and Tenant(s) mutually agree to indefinitely forbear from
474 making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or
475 comments made to any party with respect to either party. This would include making any statements, or take any other
476 actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the other party
477 or commit any other action that could likely injure, hinder or interfere with the business, business relationships or
478 goodwill of either party. This includes negative online reviews, negative ratings of 3 out of 5 stars or less (or equivalent)
479 and negative posts on all social media and review platforms.

480 Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any
481 claim or complaint against either party without the mutual consent of each of them, to be given in advance of any such
482 statement. Penalty for violation of this Mutual Non-Disparagement clause shall be \$2,000 per occurrence plus attorney
483 fees, if applicable.

484 (LANDLORD'S INITIALS REQUIRED) ^{DS} MV LANDLORD LANDLORD
485 (TENANT'S INITIALS REQUIRED) JL TENANT CP TENANT

486 Terms of Acceptance: This offer will become a binding Lease Agreement when acceptance is signed by Landlord and a signed copy
487 delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or by Tenant no later
488 than May 1, 2023 at 5:00 a.m. p.m., Arizona local time. Tenant may withdraw this
489 offer at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer shall
490 be deemed withdrawn.

491 THIS LEASE AGREEMENT CONTAINS (ELEVEN) 11 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE
492 ENSURE THAT YOU HAVE RECEIVED AND READ ALL (ELEVEN) 11 PAGES AS WELL AS ANY ADDENDA AND ATTACHMENTS.

493 Broker on behalf of Tenant:

494 n/a n/a n/a n/a
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE
495 n/a n/a n/a n/a
FIRM ADDRESS CITY STATE ZIP CODE
496 n/a n/a n/a
TELEPHONE FAX EMAIL

497 Agency Confirmation: The Broker is the agent of (check one)

498 Tenant exclusively; or both Tenant and Landlord

499 The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy
500 hereof including Tenant Attachment.

501 ^{DocuSigned by:} Jessamy Lemmon 4/28/2023 ^{DocuSigned by:} [Signature] 4/28/2023
^{TENANT'S SIGNATURE} D2952A882EA2480... ^{MO/DA/YR} 4/28/2023 ^{TENANT'S SIGNATURE} 6C7E7917C35440... ^{MO/DA/YR} 4/28/2023
502 _____ ADDRESS _____ CITY _____ STATE _____ ZIP CODE

^{DS} MV LANDLORD LANDLORD

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^{DS} JL TENANT CP TENANT

LANDLORD ACCEPTANCE

503 **Broker on behalf of Landlord:**

504 Michael Van Vleck MV385 Denali Real Estate, LLC dre1001
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

505 3740 E. Southern Avenue, Suite 205 Mesa AZ 85206
FIRM ADDRESS CITY STATE ZIP CODE

506 480-626-4062 480-626-5214 mike@denaliarizona.com
TELEPHONE FAX EMAIL

507 **Broker** is not authorized to receive notices or act on behalf of Landlord unless indicated below.

508 **Agency Confirmation:** The Broker is the agent of (check one)

509 Landlord exclusively; or both Tenant and Landlord

510 **Property Manager**, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement.

511 Michael Van Vleck 480-626-4062
NAME TELEPHONE

512 Denali Real Estate, LLC _____
FIRM TELEPHONE

513 P.O. Box 31300 Mesa AZ 85275
ADDRESS CITY STATE ZIP CODE

514 Person authorized to receive service of process, notices, and demands is:

515 Arvind Kumar Reddy Annam
NAME / LANDLORD'S NAME

516 c/o Denali Real Estate, LLC 480-626-4062
PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE TELEPHONE

517 3740 E. Southern Avenue, Suite 205 Mesa AZ 85208
ADDRESS CITY STATE ZIP CODE

518 **Landlord Acknowledgement:** Landlord has read this entire Agreement. Landlord acknowledges that Landlord understands the terms
519 and conditions contained herein. Landlord accepts and agrees to be bound by the terms of this Lease Agreement. Landlord has received
520 a signed copy of this Lease Agreement and directs the Broker to deliver a signed copy to Tenant, and to any other Broker involved in this
521 Lease Agreement.

522 Michael Van Vleck 5/1/2023
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR
9D297FCD36BE42C...

523 Arvind Kumar Reddy Annam
PRINT LANDLORD NAME

524 Denali Real Estate, LLC
PRINT PROPERTY MANAGER NAME

525 P.O. Box 31300 _____
ADDRESS ADDRESS

526 Mesa AZ 85275 _____
CITY STATE ZIP CODE CITY STATE ZIP CODE

For Broker Use Only: L-2023-05-339

Brokerage File / Log Number: _____

Manager's Initials MV Designated Broker's Initials MV Date: 5/1/2023
MO/DA/YR

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CRIME FREE LEASE ADDENDUM

Keep Illegal Activity Off Rental Property

LANDLORD: Arvind Kumar Reddy Annam
PROPERTY OWNER(S) (LANDLORD) NAME(S)

TENANT: Tiffany Lemmon, Chloe Pexa
TENANT(S) NAME(S)

Premises Address: 35116 N. 34th Lane

City: Phoenix AZ, Zip Code: 85086

In consideration of the execution or renewal of a lease of the dwelling identified in the lease, Resident agrees as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with 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. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Shall not engage in the unlawful manufacturing, 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 prostitution as defined in A.R.S. 13-3211, 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.13-1202, 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 noncompliance. 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.

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

DocuSigned by:
Tiffany Lemmon 4/28/2023
^ TENANT'S SIGNATURE MO/DA/YR
D2952A882EA2480...

DocuSigned by:
[Signature] 4/28/2023
^ TENANT'S SIGNATURE MO/DA/YR
6C1E79171C95440...

DocuSigned by:
Michael Van Ueck 5/1/2023
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR
9D297FCD36BE42C...



DAMAGE LEASE ADDENDUM

TENANT: Tiffany Lemmon, Chloe Pexa
TENANT(S) NAME(S)

Premises Address: 35116 N. 34th Lane
 City: Phoenix AZ, Zip Code: 85086

Below is a list of typical charges for damages which will be deducted from the Tenant's deposits or charged to the Tenant. Prices are estimates only and may be higher or lower depending on the exact scope of the work required.

Cleaning

- Carpet Cleaning \$50 per room plus \$60 per set of stairs
- Carpet Stain removal \$75 minimum per stain as needed
- General House Cleaning \$60 per hour
- Oven cleaning \$50-100
- Spoiled food in refrigerator \$75 per hour to clean out plus disposal fee if applicable
- Fireplace clean out \$75 per hour
- Garbage & Recycling cans/bins left full \$100 per can
- Debris / Items left at Property Actual Cost of removal
- Oil stains on driveway/garage \$75 per square foot

Landscaping

- Yard trimming, edging, or clean-up Actual cost incurred by landscaper
- Animal feces removal Actual cost incurred by landscaper
- Dead landscaping Cost of replacement, installation and fertilizing
- Sprinkler heads broken or missing \$50 per head unless broken at the base

Keys & Remotes

- Lost House Keys Actual Cost of Locksmith to rekey
- House keys never turned in \$125 plus additional rent, if applicable
- Lost garage door/gate opener \$75 per opener
- Lost pool/community center key \$100, if supplied by Landlord or Property Manager
- Lost mailbox key \$75
- Ceiling Fan Remotes Damaged or Missing \$100 per remote

Painting

- Paint one wall (if not original color) \$200
- Paint entire bedroom (11'x10') \$400 (additional costs may be incurred if walls are damaged)
- Touch-up painting (only if excessive) \$85 per hour plus the cost of the paint

General Repairs / Damages

- General Repairs \$85 per hour labor
- Mini blinds broken or bent Cost of replacement blind plus labor (\$75 per hour)
- Vertical blind broken or missing slats Cost of replacement plus labor (\$75 per hour)
- Clogged sink or toilet \$85 per hour labor or cost of plumber
- Door stopper broken or missing \$10 each
- Door holes Cost of new door plus \$85 per hour to install
- Door knob hole in wall \$75 each
- Door knob dent in wall \$50 each
- Light bulbs missing or burned out \$10 each
- Dirty air filter \$25 each plus any damage caused to coils by tenant neglect
- Nail/anchor hole repairs \$85 per hour (excessive is more than 10 per room)
- Flooring damage Cost of repairing tile, vinyl or carpet or replacement thereof
- Outlet or switch plate damage \$10 each
- Chips in Porcelain \$30 each or possible cost of replacement
- Smoke detector missing or removed \$100 each
- Towel bar or shower rod Cost of replacement plus labor (\$75 per hour)
- Holiday decorations removal \$85 per hour

DocuSigned by: Tiffany Lemmon 4/28/2023
TENANT'S SIGNATURE MO/DA/YR
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DocuSigned by: [Signature] 4/28/2023
TENANT'S SIGNATURE MO/DA/YR
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MOLD DISCLOSURE & WAIVER

1 **LANDLORD:** Arvind Kumar Reddy Annam
PROPERTY OWNER(S) (LANDLORD) NAME(S)

2 **TENANT:** Tiffany Lemmon, Chloe Pexa
TENANT(S) NAME(S)

3 Premises Address: 35116 N. 34th Lane

4 City: Phoenix AZ, Zip Code: 85086

5 In consideration of the execution or renewal of a lease of the dwelling identified in the lease, Tenant understands and agree as follows:

6 **MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic
7 matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows
8 for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is
9 readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and
10 black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduce the chance of mold and
11 mold growth.

12 **CLIMATE CONTROL:** The Owner and Agent recommend the Tenant use all air-conditioning at all times and use heating systems in
13 moderation and to keep the premises properly ventilated. As mold grows well in warm, moist places, maintaining a very warm temperature
14 in your home may make your home vulnerable to the growth of mold.

15 **TENANTS AGREE TO:**

- 16
- 17 • Keep the premises clean and regularly dust, vacuum and mop
 - 18 • Open blinds/curtains to allow light into premises
 - 19 • Use hood vents when cooking, cleaning and dishwashing
 - 20 • Wipe down floors if any water spillage
 - 21 • Keep closet doors ajar
 - 22 • Hang shower curtains within bath when showering
 - 23 • Avoid excessive amounts of indoor plants
 - 24 • Securely close shower doors if present
 - 25 • Use exhaust fans, if present, when bathing/showering and leave on for a sufficient amount of time to remove moisture
 - 26 • Leave bathroom and shower doors open after use
 - 27 • Use ceiling fans if present
 - 28 • Use dryer if present for wet towels
 - 29 • Use household cleaners on any hard surfaces
- Water all indoor plants outdoors
 - Remove any moldy or rotting food
 - Wipe down any moisture and/or spillage
 - Remove garbage regularly
 - Wipe down bathroom walls, fixtures and bathing area after bathing / showering
 - Wipe down any and all visible moisture
 - Wipe down any vanities/sink tops
 - Wipe down windows and sills if moisture present
 - Avoid air drying dishes
 - Inspect for leaks under sinks
 - Check all washer hoses if applicable
 - Not drying clothes by hand drying indoors

30 **TENANTS SHALL REPORT IN WRITING:** Visible or suspected mold, discoloration of walls, baseboards, doors, window frames, ceilings,
31 all A/C or heating problems, mold clothing, refrigerator and A/C drip pan overflows, leaks, moisture accumulations, major spillage, Moisture
32 dripping from or around any vents, A/C condenser lines, plant watering overflows, Loose, missing or falling grout or caulk around tubs,
33 showers, sinks, faucets, countertops, clothes dryer vent leaks, musty odors, shower/bath/sink/toilet overflows, leaky faucets, plumbing, any
34 and all abnormal moisture.

35 **SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or
36 plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to clean the areas with soap (or detergent) and a
37 small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol
38 Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup. In the event Tenant's actions or inactions are deemed to be
39 the cause of a mold problem in rental unit, Tenant will be assessed charges equal to the cost of mold removal and any other property
40 damage that is a result of the mold problem.

41 **VIOLATION OF ADDENDUM:** IF Tenants fail to comply with this addendum, Tenants can be held responsible for property damage to the
42 dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenants failure to notify Owner or Agent of
43 any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the
44 lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenants at law or in equity and Tenants
45 shall be liable to Owner for damages sustained to the Leased Premises. Tenants shall hold Owner and Agent harmless for damage or
46 injury to person or property as a result of Tenants failure to comply with the terms of this addendum.

47 **HOLD HARMLESS:** Tenants agree to hold Agent and its employees harmless in the event of any litigation or claims concerning injury,
48 damage or harm suffered due to mold or mildew.

49 **DocuSigned by:** Tiffany Lemmon 4/28/2023 **DocuSigned by:** [Signature] 4/28/2023
TENANT'S SIGNATURE MO/DA/YR TENANT'S SIGNATURE MO/DA/YR
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50 **DocuSigned by:** Michael Van Neck 5/1/2023
SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR
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