TENANT ATTACHMENT

Document updated: **January 2013**

ARIZONA association of REALTORS®
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This attachment should be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.

ATTENTION TENANT!

You are entering into a legally binding agreement.

☐ **1. Read the entire agreement *before* you sign it.**

☐ **2. Review the Rules & Regulations, CC&Rs and all other governing documents,** especially if the property is in a homeowner's association.

☐ **3. You are *strongly* urged to obtain Renter's Insurance.**

☐ **4. Investigate all material (important) facts.**

☐ **5. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act,***
a copy of which can be obtained on the Department of Housing website: www.azhousing.gov

You can obtain information about considerations when renting or buying a property through the Buyer's Advisory at http://www.aaronline.com.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

Sample

☑ ***Tenant's Check List***

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WEST USA REALTY 7077 E Marilyn Rd Ste 130 Bldg 4 Scottsdale, AZ 85254
Phone: 480.323.5462 Fax: 623.399.4180 James Wehner Untitled

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WEST USA REALTY

RESIDENTIAL LEASE AGREEMENT

Document updated: **January 2013**

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The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

1. **LANDLORD:** _____ or ☐ as identified on Line 328.
   LANDLORD'S NAME(S)
2. **TENANT:** _____
   TENANT'S NAME(S)
3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and
4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").
5. Premises Address: _____
6. City: _____ AZ, Zip Code: _____
7. **Personal Property Included:** ☐ Washer ☐ Dryer ☐ Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Microwave
8. ☐ Other: _____
9. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:
10. _____
11. _____
12. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof
13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows
14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act
15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate
16. this Agreement.
17. **Addenda Incorporated:** ☐ Lead-based Paint Disclosure ☐ Inventory List
18. ☐ Other: _____
19. **Term:** The lease shall begin on _____ (MO/DA/YR) at _____ (TIME) and end on _____ (MO/DA/YR) at _____ (TIME), at which time this
20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein
21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.
22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the
23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in
24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate
25. the Premises.
26. **IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD**
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR**
28. **TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**
30. **Earnest Money Receipt:** ☐ No Earnest Money is required.
31. ☐ Earnest Money is required in the amount of $ _____ and shall be held by
32. Broker named on Line 293 until offer is accepted. Tenant understands that,
33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.
34. **Form of Earnest Money:** ☐ Personal Check ☐ Cashier's Check ☐ Other: _____
35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
36. ☐ Broker's Trust Account _____
    (PRINT BROKERAGE FIRM'S NAME)
37. ☐ Landlord
38. ☐ Other: _____

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		<Initials	Initials>		
TENANT	TENANT			LANDLORD	LANDLORD

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All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.

Rent: Tenant shall pay monthly installments of $ _____ plus any applicable sales taxes, which are currently $ _____ ; totaling $ _____ ("Rent") to: _____ at: _____ .

The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the _____ day of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

Rent Proration: If the first monthly installment is for a period other than the full month, the Tenant shall pay $ _____ plus any applicable sales taxes, of $ _____ , totaling $ _____ for the period beginning _____ (MO/DA/YR) and ending _____ (MO/DA/YR).

Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.

REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.

Initial Rent Payment: $ _____

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

Security deposit: $ _____

Pet deposit: + $ _____

Cleaning deposit: + $ _____

Non-refundable Charges Due:

Cleaning Fee + $ _____ (for additional cleaning and sanitizing of the Premises after Tenant vacates)

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

Pet Fee: + $ _____ (for additional wear, tear and cleaning after Tenant vacates)

Other Fee: + $ _____ (for _____)

Tax Due:

Sales tax charged: + $ _____ Tax rate _____ % Taxable amount $ _____

Total Required Payment: $ _____

Less earnest money - $ _____ (becomes security deposit upon acceptance by all parties)

BALANCE DUE (CERTIFIED FUNDS): $ _____ _____ (MO/DA/YR)

Refundable deposits will be held: ☐ By Landlord ☐ Broker's Trust Account _____ (BROKERAGE FIRM NAME)

No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord, Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the refundable deposits and hold the Tenant liable for any additional charges.

Late Charges and Returned Checks: A late charge of $ _____ shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of $ _____ for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82. These additional charges shall be collectible as Rent. If a Rent check has been returned from the bank unpaid for any reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a cashier's check or money order. **>>**

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TENANT	TENANT			LANDLORD	LANDLORD

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Late or Partial Payments: The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any 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 costs.

Credit/Background Report(s): A credit/background report(s) application fee of $ _____ is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Agreement may be reported to any credit bureau or reporting agency.

Pets (including, but not limited to animals, fish, reptiles or birds):

☐ No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.

☐ Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:

_____ and Tenant

☐ **is** required ☐ **is not** required to maintain a liability insurance policy to cover any liability incurred due to pet with a minimum of $ _____ coverage and cause Landlord to become an "additional insured" under the policy.

Keys: Landlord agrees to deliver to Tenant keys for Premises: ☐ _____ Door ☐ _____ Pool ☐ _____ Mail Box ☐ _____ Entry Gate ☐ Other: _____ and ☐ _____ garage door openers upon possession. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

Utilities: Tenant agrees to arrange, and pay for when due, all utilities except:

_____

HOA Fees: Homeowners' Association Fees shall be paid by: ☐ Landlord ☐ Tenant ☐ Not applicable

Maintenance Responsibility: The following shall be the responsibility of the party indicated:

A. Pool Maintenance:

Cleaning/Routine Maintenance: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

Pool Chemicals: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

B. Routine Pest Control: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

C. Yard Maintenance:

Front Yard: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

Back Yard: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

D. Other: _____ ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

Upkeep of the Premises: Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA, including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

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of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

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

VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

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

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

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

(TENANT'S INITIALS REQUIRED) _____ _____
TENANT TENANT

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

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

(TENANT'S INITIALS REQUIRED) _____ _____
TENANT TENANT

OR

☐ Premises were constructed in 1978 or later.

(TENANT'S INITIALS REQUIRED) _____ _____
TENANT TENANT

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

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

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

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Alterations and Improvements: Tenant shall not make any alterations or improvements to the Premises without Landlord's prior written consent.

Tenant Liability/Renter's Insurance: Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.

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

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

Trustee's Sales Notice: Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under this Agreement may be terminated in the event of a trustee's sale.

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

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

Attorney Fees and Costs: The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.

Soldiers and Sailors' Civil Relief Act: If Tenant enters into military service or is a military service member and receives military orders for a 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 more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official military orders to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base housing does not constitute a change of permanent station order.

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

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

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

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

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

Permission: Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.

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

Sample

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Construction of Language: The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The use of the term Landlord in this Agreement shall include any Property Manager named on lines 312 and/or 330.

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

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

Notices: Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or certified mail, or personally 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 mailed by registered or certified mail, whichever occurs first.

Additional Terms:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Tenant Acknowledgment: By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing; (ii) The Landlord shall furnish upon move-in, a move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord within five (5) days or _____ days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 pages of the Agreement and any addenda.

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

(TENANT'S INITIALS REQUIRED) _____ TENANT _____ TENANT

Terms of Acceptance: This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by _____, _____ at _____ ☐ a.m. ☐ p.m., Mountain Standard Time. Tenant may withdraw this 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 be deemed withdrawn and the Tenant's earnest money shall be returned.

THIS AGREEMENT CONTAINS 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA AND ATTACHMENTS.

Sample

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Broker on behalf of Tenant:

PRINT SALESPERSON'S NAME | AGENT CODE | PRINT FIRM NAME | FIRM CODE

FIRM ADDRESS | CITY | STATE | ZIP CODE

TELEPHONE | FAX | EMAIL

Agency Confirmation: The Broker named on Line 293 is the agent of (check one):
☐ the Tenant ☐ the Landlord or ☐ both the Tenant and the Landlord

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

^ TENANT'S SIGNATURE | MO/DA/YR | ^ TENANT'S SIGNATURE | MO/DA/YR

ADDRESS

CITY | STATE | ZIP CODE

LANDLORD ACCEPTANCE

Broker on behalf of Landlord:

PRINT SALESPERSON'S NAME | AGENT CODE | PRINT FIRM NAME | FIRM CODE

FIRM ADDRESS | CITY | STATE | ZIP CODE

TELEPHONE | FAX | EMAIL

Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

Agency Confirmation: The Broker named on Line 304 is the agent of (check one):
☐ the Landlord exclusively, or ☐ the Landlord and the Tenant.

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

NAME | TELEPHONE

FIRM | TELEPHONE

ADDRESS | CITY | STATE | ZIP CODE

Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

NAME | TELEPHONE

FIRM | TELEPHONE

ADDRESS | CITY | STATE | ZIP CODE

Sample

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

LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.

☐ Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign both Agreement and Counter Offer.)

^ LANDLORD/PROPERTY MANAGER SIGNATURE	MO/DA/YR	^ LANDLORD/PROPERTY MANAGER SIGNATURE	MO/DA/YR
PRINT LANDLORD NAME		PRINT LANDLORD NAME	

PRINT PROPERTY MANAGER NAME

ADDRESS		ADDRESS	
CITY	STATE ZIP CODE	CITY	STATE ZIP CODE

☐ **OFFER REJECTED BY LANDLORD:** _____ MONTH _____ DAY _____ YEAR _____ (LANDLORD'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

Sample

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