

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between

SB Properties / Manager/Yolanda Phillips -On site Manager "Owner/Agent", whose address and phone number are
(Address of Owner/Agent)
3655 N. 1st St., Tucson, AZ 85719 520-300-4960 office/fax Emergency Cell 520-519-9283

And _____
"Resident"

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for Residential use only, the premises located at: _____, Unit # (if applicable) _____

(Street address)
Tucson, AZ, _____
(City) (Zip code)

2. **RENT:** Rent is due in advance on the 1st day of each and every month, at \$ _____ per month, beginning on _____, Prorated rent for month 2017 \$ not pro-rated is 0 day \$20.00 daily rent

Payable at 3655 N. 1st Ave. Payments made in person may be delivered to Owner/Agent between the hours of
(Address where payments should be delivered)

9 am and 5pm on the following days of the week: Monday Tuesday Wednesday Thursday Friday
Acceptable methods of payments: Personal Checks Cashiers Checks Money Orders Cash EFT / Credit (see Owner / Agent for details)

If rent is paid after the 3rd @ 5pm of the month, there will be a late charge of \$ 50.00 + \$25.00 Notice fee assessed. Pursuant to Arizona law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 30.00, not to exceed \$30 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 100.00 non-refundable/500.00 refundable Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including but not limited to, the following: Resident shall not use security deposit to pay any months rent.

- (a) Defaults in the payment of rent,
- (b) To repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or,
- (c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy.

Deferred Rent Move In:

Tenant is moving into the unit under a deferred rent move in special. The rent for the move in month is deferred and shall be waived in its entirety after the 7 month of occupancy. To qualify for this waiver, the tenant must pay each monthly rent on time and vacate no sooner than the end of the 7th month of occupancy. Should the tenant choose to vacate the unit, prior to the end of the 7th month, the full rent of the move in month becomes immediately due. This tenant will also be a charge an administrative fee in the amount of \$150. The tenant will also be charged for any damages to the unit, as is usual and customary. Tenant initials _____ Manager Initials _____

No later than two (2) weeks (14 days) after Owner/Agent has regained possession of the premises. Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **TERM:** The term of this Agreement is for 12 months, beginning on _____ at 5pm and ending with a 30 days written notice, tenant agrees to pay 1 months rent (entire 30 days from the 1st of the next month to the end). Early termination fee \$1000.00

Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for "rental damages" equal to the current market value of the unit, divided by 30. Daily rental value is prorated using a 30-day month. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. The month-to-month tenancy created thereafter may be terminate by Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy if Resident has been in possession of the unit for less than one year, or the Resident has been in possession of the unit for one year or longer. Contract will be month to month unless a new lease is signed

5. **OCCUPANTS:** Premises shall be occupied only by the following named person(s): (no more than 5 persons to a 2 bedroom unit and 7 persons to a 3 bedroom unit, NO EXCEPTIONS)

Name	Birth date	Name	Birthdates

6. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no musical Instruments, not water beds or liquid-filled furniture or Campers, RV's, Boats, etc. shall be kept or allowed in or about the premises.

7. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

SB Properties 3655 N 1st Ave., Tucson AZ 85719 520-519-9283/520-300-4960 fax ysosa96@yahoo.com

8. REPAIRS AND ALTERATIONS: Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's Prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

9. ACCEPTANCE OF PREMISES: Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

10. CARE, MAINTENANCE AND INSURANCE: Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Resident is not is (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invites. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

11. UTILITIES: Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: Water, sewer, trash, and electric is included (Electric is up to \$100.00) Tenant pay GAS in this unit and has a temporary microwave for 7 days til gas is turned on by tenant. Microwave belongs to SB Properties. Tenant can't install a window A/C or portable heaters which will increase their electric. ---- TEP number 520-623-7711 & SW GAS 877-860-6020)

12. WAIVER OF BREACH: The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

13. JOINT AND SEVERAL LIABILITY: The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage where that duty is imposed by law.

14. ENTRY: Arizona law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

15. SUBLETTING AND ASSIGNMENT: No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of the Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

16. BREACH OF LEASE: In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by Oregon Law. Damages Owner/Agent "may recover" include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

17. SALE OF PROPERTY: In the event of the sale or refinance of the property: If the Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

18. SMOKE DETECTION DEVICE: The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

19. ADDENDA: By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

20. ENTIRE AGREEMENT: This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner/Agent, nor an agent or employee of Owner/Agent has made any representations or promises other than those set forth.

21. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees or other charges from Resident, both during the term of the Agreement and thereafter.

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23. ATTORNEYS FEES: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

the prevailing party shall recover, in addition to all other relief, attorney's fees not to exceed \$1200.00, plus court costs.

Or each party shall be responsible for their own attorneys; fees and court costs.

24. TRANSFER FEES: There is a \$150.00 transfer fee for tenants who wish to transfer to another apartment on the same property. This transfer fee covers only administrative costs only. The tenants deposit of the unit there are moving out of can be transferred to the new unit after cost or expenses of any damages or cleaning.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Vehicle information Make _____ Model _____ Color _____ Plates _____

Vehicle information Make _____ Model _____ Color _____ Plates _____

Vehicle information Make _____ Model _____ Year _____ Color _____ Plates _____

Do you have Renters Insurance? ___ None at this time _____

Emergency Contact 1) Name _____

Emergency Contact 1) Name _____

Emergency Contact 1) Name _____

Emergency Contact 1) Name _____

Emergency Contact 1) Name _____ (_____) Phone _____

Emergency Contact 1) Name _____ (_____) Phone _____

Email

Phone

Email

Phone

Date

Resident

Date

Resident

Date

Owner/Agent

PET AGREEMENT

THIS AGREEMENT is made and entered into between SB Properties / Yolanda Phillips, "Owner/Agent"
and _____ "Resident."

Resident is renting from Owner/Agent the premises located at:

_____, Unit # (if applicable) _____
(Street Address)
Tucson, AZ _____
(City) (Zip Code)

OWNER/AGENT AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. The Rental Agreement/Lease provides that without Owner/Agent's prior written consent, no pets shall be allowed in or about the premises.
2. Resident desires to keep the below described pet hereinafter referred to as _____
3. This agreement is an Addendum and part of the Rental Agreement/Lease between Owner/Agent and Resident. In the event of default by Resident of any of the terms in this Agreement, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep said Pet on the premises by giving Resident written thirty (30) day notice.
4. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.
5. Resident agrees the Pet will not be permitted outside Resident's unit unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited. **There is a \$50.00 fee for non-clean up of dog mess each time staff has to clean it up for the resident. No "visiting pets" are allowed in unit, a \$200.00 pet fee will apply and is non refundable and the tenant can/will be in breach of rental lease if a pet is not listed in original lease.**
6. Pet must need not (check one) be neutered. Spayed or Neutered on _____ yes and chipped _____
7. If Pet is a bird, it shall not be let out of the cage.
8. If Pet is a fish, the water container shall not be over 50 gallons and will be placed in a sage location in the unit.
9. Pet shall not be fed directly on the carpeting in the unit. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
10. Resident shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by Pet shall immediately be cleaned up by Resident. Resident must provide and maintain an appropriate letter box, if applicable.
11. In the event that Owner/Agent, contactor, or maintenance personnel need access to the unit, the pet will be confined in the following manner:
 put in a kennel/crate removed from premises not applicable
 other _____
12. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with Pet, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Pet.
13. Resident shall deposit with Owner/Agent an additional security deposit of \$200.00 non-refundable Owner/Agent
 does does not (check one) require Resident to carry renter's insurance to cover damages caused by Pet.

Date

Resident

Date

Resident

Date

Owner/Agent

RULES AND REGULATIONS”

HOUSE RULES

I. GENERAL

1. This agreement is an addendum and part of the rental agreement between Owner and Resident.
2. New rules and regulations or amendments to these rules may be adopted by Owner upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights. They will not be unequally enforced. Resident is responsible for the conduct of guests and the adherence to these rules and regulations at all times.
3. You shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors. You will not use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. For your safety, the safety of your guest and of other Tenants, you must notify the Management in writing if you plan to have your guest stay over more than 2 days.
Guest who stay more than 2 days in a 1 month/year (circle one) period may constitute a breach of the rental contract/lease. At the discretion of the Owner/Agent, guest may be required to go through the application process and if approved, must sign a rental agreement. For your safety and the safety of other tenants you must notify management in writing if you plan on having a quest stay longer than 2 days and bring a photo copy of their ID into the office. Occupancy of quests staying over 10 days without the management written consent will be considered in violation of this agreement and will be subject to assessments and/or eviction. If any other persons stay in excess 10 days you agree to pay an **additional fee of \$75.00 per person per month rent**. Management will also require a **\$30.00 application fee** to run credit and criminal background checks on your quests.

II. Noise and Conduct

1. Residents shall not made or allow any disturbing noises in the unit by Resident, family or guests, not do nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons.
2. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other persons. Residents or quests of residents are not permitted to drink alcoholic beverages outside the unit or in the parking lot or any other common areas. Residents or guest of residents are not permitted to honk their horn at anytime, this is disturbing to other residents.
3. The activities and conduct of resident, resident's guests and minor children of resident or guests, outside of the unit on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.
4. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas between the hours of 10 p.m. and 7 a.m.

III. Cleanliness and Trash

1. The unit must be kept clean, sanitary and free from objectionable odors.
2. Residents shall assist management in keeping the outside common areas clean.
3. No littering of papers, cigarette butts or trash is allowed. \$50.00 charge is management cleans it up for you.
4. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should be taken to the dump @ tenant's expense.
6. Furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Articles are not to be left in the hallways or other common areas.

8. Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window, ledge, balcony or railings. Mops, brooms buckets, shoes shall be kept inside your unit. Front porch or doorways shall be clean at all times.
9. Grocery shopping carts are not allowed to be left on the property. If a tenant is caught bringing shopping carts from any store they will be charged a \$50.00 removal fee by management.
10. Residents must not leave gates open or propped open at all. This is a serious breach of contract and violations can/may lead to termination.
11. No yard sales are permitted without written permission from Management.

IV. Safety

1. All doors must be locked during absence of the Resident.
2. All appliances must be turned off before leaving the unit.
3. When leaving for an extended period, resident shall notify management how long resident will be away.
4. If someone is to enter resident's unit during resident's absence, resident shall give management permission beforehand to let any person in the unit and/or provide the name of person or company entering.
5. Smoking in bed is prohibited.
6. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
7. The use of charcoal barbecues is prohibited unless consent is obtained from the owner. BBQ must not be used on Balconies, Porsches, or back yard areas unless they are 10 feet away from the buildings and must be supervised at all times.
8. No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways or about the building such as common areas.
9. Children on the premises must be supervised by a responsible adult at all times.

V. Maintenance, Repairs and Alterations

1. If the unit is supplied with smoke detection devise(s) upon occupancy, it shall be the responsibility of the resident to regularly test the detector(s) to ensure that the device(s) is in operable condition. The resident will inform management immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise prohibited by law.
2. Resident shall advise management, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should not be made to maintenance people or other such personnel.
4. Costs of repair of clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by resident negligence or improper usage are the responsibility of the resident. Payment for corrective action must be paid by resident on demand.
5. No alterations or improvements shall be made by resident without the consent of management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations. Residents must not put foil, film/tint, stickers, and/or cardboard on windows.

VI. Vehicles:

If your vehicle has become an eyesore, you may be asked to move it to another part of the parking lot that is not so visible, or remove it altogether from the property.

Standard lease agreements do not allow unauthorized vehicles on the premises. A tenant may or may not be entitled to notice before the vehicle is towed. A vehicle is unauthorized and illegally parked if it:

- is inoperable, including a flat tire;
- is on jacks, blocks or has wheels missing;
- takes up more than one parking space;
- belongs to a resident no longer living on the premises;
- is parked in a handicapped space without the proper tags;
- blocks other vehicles from entering or exiting the premises;
- is parked in a fire lane;
- is parked in another tenant's assigned space;
- is parked on the grass or sidewalks;
- blocks garbage truck access to dumpsters; or
- does not have a current license, registration or inspection sticker.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate original.

Resident *Date*

Resident *Date*

Owner/Agent *Date*

**MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT / LEASE AGREEMENT**

THIS AGREEMENT made and entered into between SB Properties / Yolanda Phillips, "Owner/Agent"

And Timothy Dugan "Resident"

460 E Delano St Unit# 1
(Street Address)
Tucson, AZ 85705
(City) (Zip Code)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen or unit laundry facilities, especially where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours).
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Date

Resident

Date

Resident

Date

Owner/Agent

SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this 1th Day of Aug 2017

By and between SB Properties /Yolanda Phillips, "Owner" (Landlord),

And Timothy Dugan "Resident".

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT AGREE AS FOLLOWS:

- 1. Resident is renting from Owner the premises located at: 460 E Delano St, Tucson, AZ 85705
- 2. This agreement is an Addendum and part of the Rental Agreement and/or Lease between Owner and Resident.
- 3. The premise(s) is/are equipped with a smoke detection device(s).
- 4. The resident acknowledges the smoke detector(s) was tested and its operation explained by management in the presence of the Resident at time initial occupancy and the detector(s) in the unit was working properly at that time.
- 5. Each resident shall perform the manufacturer’s recommended test to determine if the smoke detector(s) is (are) operating properly at lease once a week.
- 6. Initial **ONLY** if **BATTERY OPERATED**: _____
 By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident’s responsibility to:
 - a: ensure that the battery is in operating condition at all times;
 - b: replace the battery as needed (unless otherwise provided by law); and
 - c: if, after replacing the battery, the smoke detector(s) do no work, inform the Owner or authorized agent immediately in writing.
- 7. Resident(s) must inform the owner or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).
- 8. If local law requires the owner to test the smoke detector, the resident shall allow the owner or his agent access to the premises for that purpose.

Owner/Agent

Resident

Resident

INSURANCE FACTS FOR RESIDENTS

TO: Residents Timothy Dugan Address/Unit 3162 N Fontana Ave , Tucson, AZ 85705

The purpose of this letter is to inform you concerning insurance coverage so that you can protect yourself against loss, if you wish, and to help prevent misunderstanding about the owner's insurance coverage. It is not an effort by the owner/agent to change responsibilities – that is done by the state legislature and the courts.

1. Generally, except under special circumstances, the OWENR IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

Date

Owner/Agent

Date

Tenant

Date

Tenant

**TARGET HOUSING RENTAL AGREEMENT / LEASE ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at:

460 E Delano St	Unit	1
<small>(Street Address)</small>		
Tucson	AZ	85705
<small>(City)</small>	<small>(State)</small>	<small>(Zip)</small>

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner’s Disclosure or Agent* acting on behalf of Owner (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check below):

_____ Known lead-based paint and/or lead based paint hazards are present in the housing (explain):

xxx_____ Owner has no knowledge of lead-based paint and/or lead-based hazards in the housing.

_____ (b) Records and reports available to the Owner (check below):

_____ Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent’s* Acknowledgement (initial)

*The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

_____ (c) Agent has informed the Owner of his/her obligations under 42 U.S.C.4852 (d), and the Agent is aware of his/her responsibility to ensure compliance.

Lessee’s Acknowledgement (initial)

_____ (d) Lessee has received copies of all information listed above.

_____ (e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Date

Owner/Agent

Date

Lessee

Date

Lessee

DATA BASE DISCLOSURE
Regarding Registered Sex Offenders

The following terms and conditions are hereby incorporated in and made a part of the _____ Residential Purchase Agreement and Receipt for Deposit, Residential Lease or Month-to-Month Rental Agreement, other

_____ Yolanda Phillips _____,

On property known as: 460 E Delano St #1 Tucson AZ 85705

In which Timothy Dugan is referred to as Buyer / Tenant and

_____ Yolanda Phillips _____ Seller / Landlord.

NOTICE: The California/Oregon/Washington/Arizona Department of Justice Sheriff's and Police Department serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. We have furnished the telephone number for you: 1-900-463-0400. Residents may also check Megan's Law on-line for further info.

Date _____

Date _____

Buyer / Tenant _____

Seller / (Landlord) _____

Buyer / Tenant _____

Seller / (Landlord) _____

SB Properties
3655 N 1st Ave
Tucson, AZ 85719
520-300-4960 Office/ Fax

PERMISSION TO ENTER

I, Timothy Dugan

A resident located at: 460 E Delano St #1 , Tucson AZ 85705

Give my permission to SB Properties

or their Vendors to enter my premises in case of EMERGENCY or for WORK RELATED ITEMS, I have personally requested to be repaired. In the state of Arizona it is required to post or be given verbal notice 48 hours before entering unit for non-emergency.

No smoking policy:

This is a no smoking unit. If it is discerned that the resident or their quest are smoking, or have smoked in this unit, tenancy will be immediately terminated, the lease will be dissolved and the security deposit will be forfeited in full.

Dish Network: No dish for TV is allowed on the property in any way shape or form.

Date

Tenant Signature

Date

Tenant Signature

Date

Owner/Landlord