

# Residential Lease

THIS AGREEMENT is made and entered into on \_\_\_\_\_, between Stadium Villas \_\_, LLC herein referred to as Lessor, and \_\_\_\_\_, herein referred to as Lessee. Lessor leases to Lessee the premises situated at \_\_\_\_\_, in the City of Glendale, County of Maricopa, State of Arizona, and more particularly described as follows: \_\_\_\_\_, of StoneHaven Subdivision Plat, recorded in Maricopa County, State of Arizona, together with all appurtenances, for a term of \_\_\_\_\_, commencing \_\_\_\_\_, and ending \_\_\_\_\_, at 11:00 am. At that time, Lessor may reenter the premises without further notice to Lessee and shall be entitled to take possession of the premises without further legal action to do so. Lessee shall immediately vacate the premises at the expiration of the Lease.

- 1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \_\_\_\_\_ in advance on the 1<sup>st</sup> day of each calendar month beginning \_\_\_\_\_. Initial rent, due at the time of execution of this Lease, shall consist of the first and last month's rent including the utility fee payment for those months, which is additional rent, as set forth below. The initial rent must be paid at the time of booking. Partial months shall be prorated and payment for the partial month, including the utility payment, shall be paid in addition to the first and last full months' rent. Subsequent payments of rent shall be mailed or delivered to 5880 N 86<sup>th</sup> Drive, Glendale, AZ 85305 or at such address as Lessor may designate from time to time.
- 2. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, cashier's check OR wire transfer or other electronic payment, payable to Stadium Villas \_\_, LLC. Lessee shall pay a late fee in the amount of \$125.00 per month if payment is received after the fifth of the month. The security deposit and initial rental payment shall be via cashier's check or wire transfer. Payments after the initial payment may be made via credit card, if desired, with a 3.5% additional charge to cover the credit card charges or by check, cashier's check or wire transfer. After deposit, payments for rent are non-refundable as the home will be set aside for Lessee's use and benefit.
- 3. Returned Checks.** If, for any reason, a check or wire used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of seventy-five and no/100 Dollars (\$ 75.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent and at the option of Lessor, the Lease may be terminated.
- 4. Security Deposit.** On execution of this Lease, Lessee shall deposit with Lessor or wire to Lessor, the sum of \_\_\_\_\_, receipt of which by the date indicated is a condition precedent to the validity of this Lease. Said deposit shall be held for the faithful performance by Lessee of the terms hereof, and shall be returned to Lessee, without interest, except where required by law, on the full and faithful performance by Lessee of the provisions hereof, including the return of said premises to Lessor in clean and orderly condition, with ordinary wear and tear excepted, in substantially the same condition as when occupied.
- 5. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. From time to time a repairman may be required to enter the premises and if so, advance notice will be given to Lessee unless an emergency arises at which time entry may be made as needed with an advance attempt to reach the Lessee.
- 6. Use of Premises.** The demised premises shall be used and occupied by **Lessee exclusively** as a private single- family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks and driveway connected thereto, during the term of this lease. **Lessee may not sublease the property under any circumstances during the term of this Lease.**
- 7. Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than \_\_\_\_ persons consisting of adults and \_\_\_\_ child(ren) under the age of 18 years, without the written consent of Lessor.

8. **Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, new and in good order, repair, and in a safe, clean and tenantable condition. The furnishings in this furnished unit are also new or substantially new and shall be kept in good order and in a clean and sanitary condition at all times during the course of this Lease.

9. **Keys.** Lessee will be given 2 key(s) to the premises, 2 garage door openers, two security gate openers, (if applicable) 1 mailbox key, one pool card, and 1 sprinkler system keys. If all keys or similar items are not returned to Lessor following termination of lease, Lessee shall be charged one hundred twenty five dollars per key, card or fob/opener.

10. **Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

11. **Lockout.** If Lessee becomes locked out of the premises, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

12. **Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume, any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. No parking spaces may be sublet or rented out for any reason, and if such is done, same shall become additional rent to owner and such vehicles shall be subject to towing by Lessor at Lessee's sole expense. Only vehicles belonging to Lessee and their guests, while visiting, may utilize such spaces.

13 **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, be grounds for terminating the Lease immediately.

14. **Alterations and Improvements.** Lessee shall make no alterations to the buildings or the demised premises or construct improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, shall, unless otherwise provided by written agreement between Lessor and Lessee, become the property of Lessor and shall remain on the demised premises at the expiration or sooner termination of this Lease. If Lessor does not desire the improvement or additional property, removal shall be made by Lessor at the expense of the Lessee. No personal property such as fixtures, furniture, or personal property of Lessor, etc. may be removed by Lessor from the premises during the course of this Lease by Lessee without the prior written consent of Lessor.

15. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, or agent, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

16. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises. Keeping of such items shall be a breach of the terms of this Lease.

17 **Utilities.** Payment of \$500 for basic utilities of gas, electric, water, sewer, trash and basic internet shall be charged to the Lessee monthly, in advance, for leases of four months or less. This payment shall be paid with the rent. For tenancies longer than four months, tenant shall be obligated to arrange for and pay for their own electric and gas to the vendor and the utility charge payable to Lessee shall be reduced to \$165. Failure to pay these charges shall be deemed a breach of the Lease. If an amount greater than or less than \$500 per month is accrued by Lessee, then the difference shall be refunded at the end of the lease or charged to the Lessee as applicable upon request of Lessee. If Lessee wishes to obtain monitored security, cable tv, higher levels of internet and like items than offered, a separate agreement may be made between Lessor and Lessee and such services may be installed if agreeable to both parties for leases of four months or longer.

**18. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease to enter the premises for the purpose of inspecting the premises and for inspection or repair and replacement of all building improvements thereon.

**19. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on about the leased premises in good order and repair; keep the furnace clean; keep the utility bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect that of his employee, family, agent, or visitor. Major maintenance and repair of the leased not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**20. Pets. Pets are not be allowed on the premises. Bringing pets onto the premises is a violation of the Lease terms and will result in an immediate termination of the Lease and additional charges for damages, cleaning and other items that exist. Service animals are permitted; however, paperwork issued by a doctor or other medical facility indicating that the animal is in fact a service animal must be submitted at the time of execution of the Lease.**

**21. Display of Signs.** During the last 30 days of this lease, Lessor or his or her agent shall have the privilege of displaying a "For Sale" or "For Rent" or "Vacancy" signs on the premises.

**22. Rules and Regulations.** Lessee shall not engage in or permit on the premises any smoking of any type, vaping or illegal drug use on the premises. Quiet hours are at 10:00 pm until 7:00 am and no loud noise shall be exhibited during those hours. No large groups may conduct work or stay on the premises and at no time may more than     people stay at the property.

**23. Holdover:** There is no authorized holdover under the terms of this agreement. Any changes to the Lease shall be by joint written agreement.

**24. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good of a condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted, with all components of the premises, including personal property supplied with the furnished lease left at the premises.

**25. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

**26. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**27. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**28. Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**29. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be *valid* and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**30. Insurance.** Lessor's insurance does not cover the personal property of Lessee. If Lessee desires to cover their property through an insurance policy, this policy must be obtained by Lessee outside of the Lease arrangement with Lessor.

**31. Other Terms:**

Because the home is new, warranty work may have to be performed on the home during the course of this Lease. Lessor agrees that Lessor, together with his agents, or alternatively, someone over the age of 18 within the household will allow repairmen in to repair any required items within a reasonable time under the circumstances.

**If for any reason legal action is required to enforce the terms of this agreement, Lessee submits to the jurisdiction of Maricopa County, Arizona. The prevailing party shall be entitled to an award of attorneys' fees and court costs resulting from an action to enforce the terms of this Lease.**

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
Printed name

\_\_\_\_\_  
\_\_\_\_\_  
Printed name

Lessor:  
Stadium Villas LLC, an Arizona limited liability company,

By: \_\_\_\_\_  
\_\_\_\_\_, Member

Date: \_\_\_\_\_

