

PO Box 65176  
Tucson, AZ 85728  
520.820.2723  
ROC #273688

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on \_\_\_\_\_, by and between Smart Lofts, LLC, hereinafter LANDLORD, P.O. Box 65176, Tucson, Arizona, 85728 and \_\_\_\_\_ hereinafter referred to as RESIDENT.

It is hereby mutually understood and agreed, that each individual signing this Lease under the title of RESIDENT agrees to the entire performance of the covenants and agreements contained herein and individually assumes the entire responsibility of the same as though he or she were the sole signer of this instrument, and that a violation of any of the provisions herein by any one of the makers is construed to be a violation by each and all of them.

Therefore, in consideration of the promises and payments hereinafter set forth, LANDLORD hereby leases to RESIDENT and RESIDENT leases from LANDLORD, the real property and dwelling unit described as \_\_\_\_\_ E. Presidio Unit #\_\_\_\_, Tucson, Arizona, 85716 (hereinafter referred to as the Lease Premises or Premises) under the terms and conditions as set forth herein.

- TERM.** This Lease will be for a period of \_\_\_\_\_ months beginning \_\_\_\_\_ and ending \_\_\_\_\_. A sixty (60) day written notice to vacate is required to be submitted by either party of this lease to end this Lease agreement, whether the Lease term has expired and regardless of the amount or total of Lease payments made by RESIDENT.
- PAYMENT.** RESIDENT will pay as a Lease payment the sum of \$\_\_\_\_\_ monthly on or before the first day of each month during said term at P.O. Box 65176 Tucson, Arizona, 85728. Cash payments of any kind are not accepted. In the event this Lease commences on a date other than the first day of the month, the first Lease payment will be prorated in the amount of \$\_\_\_\_\_ **per day**, which will be rental to the first day of \_\_\_\_\_; thereafter, the full monthly rental as herein specified will be paid on the first of the month. If at any time any personal check given as payment for rental, security deposit or payment of any kind will be dishonored for any reason by the bank on which said check is written, a returned check charge of **\$50** will be assessed and will be paid by RESIDENT immediately upon demand from LANDLORD. If a RESIDENT'S check is returned two times in a twelve-month period, all subsequent payments of any kind must be made in the form of cashiers' check or money order made payable to Smart Lofts, LLC. The rent to be paid by the RESIDENT will be paid in such a manner that LANDLORD will receive payment in its office on or before the first day of each month of the Lease term. If any payment is received after midnight on the third day of the month, a late charge of 10% of the monthly rental amount or \$\_\_\_\_\_ will be assessed as additional rent and will be paid by RESIDENT immediately upon demand from the LANDLORD.

### LEASE PAYMENT SUMMARY:

Base Lease Rate      \$1,300.00

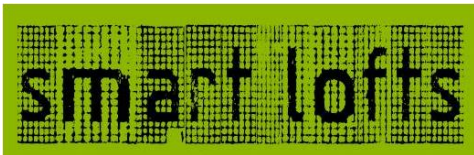
Add: \_\_\_\_\_

Less: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NET: \_\_\_\_\_



3. **PROHIBITED FORMS OF PAYMENT.** Each RESIDENT acknowledges and agrees that the following types of payments are expressly prohibited as a form of payment to the LANDLORD under this Lease Agreement:  
1) CASH, in full or in part; and 2) A personal or cashier's check, traveler's check or money order left blank or made payable to any Payee other than Smart Lofts, LLC. In the event that RESIDENT, or any representative of the RESIDENT, submits a prohibited form of payment in direct violation of this clause, the LANDLORD or Owner of the Lease Premises will not be responsible in the event of it's theft or loss by any person, even an employee or other representative of the LANDLORD, even if RESIDENT is in possession of a signed receipt for the amount of the prohibited form of payment. In the event of loss or theft of the prohibited form of payment, LANDLORD will deem that the rental payment is unpaid and RESIDENT must promptly pay to the LANDLORD, in certified funds, a payment equal to the amount of the lost or stolen payment within five (5) business days following written demand from LANDLORD and RESIDENT agrees to reimburse LANDLORD an amount equal to the lost or stolen prohibited form of payment. Should RESIDENT fail to pay the LANDLORD as agreed here; LANDLORD will apply any future rental payments paid by the RESIDENT to the unpaid balance due caused by the lost or stolen payment. If LANDLORD recovers the lost or stolen payment, LANDLORD will reimburse RESIDENT for the recovered amount within five (5) business days.
4. **RENT CONCESSIONS.** If the RESIDENT does not fulfill the terms of this Lease, the RESIDENT agrees to repay the LANDLORD for all concessions and/or free rent received during the term of this Lease. Concessions and/or free rents include, but are not limited to, move-in specials and discounted rent.
5. **SECURITY DEPOSIT.** RESIDENT agrees to pay to LANDLORD a security deposit of \$1,300; \$350 of the deposit is a minimum non-refundable cleaning deposit. Toward this deposit the sum of \$1,300, \$\_\_\_\_\_ is hereby paid as a good faith intent to lease. Balance of deposit in the amount of \$\_\_\_\_\_ is due on date of occupancy.
6. **PET DEPOSIT.** RESIDENT agrees to pay to the LANDLORD the sum of **\$500 for one pet, \$600 for two pets and \$700 for three pets** as a pet fee and is nonrefundable. RESIDENT understands that a pet is not allowed in the Lease Premises for any period without a pet deposit being paid and without LANDLORD'S prior written permission. See attached pet agreement for rules and regulations regarding pets on the Premises. RESIDENT agrees to pay at least **\$500** at the time of move in. If additional pets are applicable, the balance of the deposit is due by the 15<sup>th</sup> of the first month of occupancy. Rent will not be accepted if there are outstanding pet deposit payments. **FOR THE SAFETY OF ALL RESIDENTS, PIT BULLS OR PIT BULL MIXED DOGS ARE PROHIBITED FROM THE COMMUNITY AND IN THE LEASE PREMISES AT ALL TIMES.** RESIDENT understands that bringing a prohibited breed into the Premises constitutes violation of this Lease and will result in the loss of pet privileges. At the time of moving into the Lease Premises, RESIDENT has \_\_\_\_ pet(s).
7. **USE OF PREMISES.** RESIDENT agrees that the Lease Premises is to be used solely for the personal residence of RESIDENT and that no other person will be permitted to have keys to the Lease Premises or to be lodged therein without the prior written consent of the LANDLORD. RESIDENT agrees that the Lease Premises will be used as the personal residence of the following persons:  
\_\_\_\_\_ and no others.
8. **HOME BUSINESSES.** Conducting any kind of business in the Lease Premises or Common Areas is prohibited except that business conducted in a home office by computer, mail, telephone, electronic mail or fax is permissible, if customers, clients, patients, or other business guests do not come to the Lease Premises for business purposes.
9. **ALTERATIONS OF PREMISES.** RESIDENT will not make alterations of any kind to the Lease Premises or any part of the surrounding premises without prior written consent of the LANDLORD. If RESIDENT alters the Premises without the LANDLORD'S prior written permission, RESIDENT will be liable for the costs of returning the Premises to its original condition at the commencement of the RESIDENT'S Lease term. Wall hangings on exposed masonry block may be adhered with Dual Lock®, Velcro®, or other approved adhesives by LANDLORD **at the RESIDENT'S expense.** RESIDENT agrees not to paint, wallpaper, nail or otherwise affect any exposed masonry wall or concrete flooring surface without prior written consent from the LANDLORD. Any changes to dry walled interior walls, including painting and wall hangings,



- may be done with the LANDLORD'S permission.
10. **ASSIGNMENT/SUBLETTING.** RESIDENT will not assign or sublet all or any part of this Lease or the Lease Premises without the prior written permission of the LANDLORD.
  11. **UTILITIES.** The LANDLORD will pay for the RESIDENT'S water for a monthly fee of \$40.00 added to the monthly lease. RESIDENT will pay for the all other utilities and related deposits for the Lease Premises. RESIDENT will apply for TEP's Net Metering program. RESIDENT is responsible for payment of all utilities on the Premises through the expiration of the Lease term, or through the end of the tenancy by RESIDENT, whichever comes later. RESIDENT agrees to keep the utilities activated in RESIDENT'S name during the entire term of the Lease and all subsequent renewals thereof. Other utilities, including but not limited to satellite, internet, cable, central security and phone services, will be established and paid by the RESIDENT. Communication Services (phone, internet, cable) are provided through Cox Communications only. If the RESIDENT desires to obtain satellite or additional services through an alternate third-party provider, it will be established and paid for by the RESIDENT'S and by the LANDLORD's discretion.
  12. **EXTERMINATING.** Normal monthly exterminating will be the responsibility of the RESIDENT. The LANDLORD has treated all premises for termite infestations and will do so as required by local ordinances and generally every 5 years. In the event the RESIDENT identifies any termites or experiences above normal pest problems, they are requested to contact the LANDLORD immediately. Extraordinary infestations such as fleas, ticks or bedbugs or other such pests or pests brought into the Premises by the RESIDENT are the responsibility of the RESIDENT and treatment by the LANDLORD'S exterminator is mandatory and payment for eradication will be the responsibility of the RESIDENT. Failure to comply with exterminating instructions and procedures will result in financial penalty of \$250 per occurrence. RESIDENT agrees to inform LANDLORD immediately if any signs of a pest infestation occur. Failure to report infestations in a timely manner will result in treatment being the RESIDENT'S responsibility.
  13. **PARKING.** Parking is limited. RESIDENT agrees to park in the assigned space(s) for the dwelling and to advise visitors to do the same. On street parking available on Presidio. TWO parking spaces are designated for each loft unit. A Leasing Incentive in the amount of \$25 / month is available for those RESIDENTS who only occupy 1 parking space 85% of the occupancy time.
  14. **INSPECTION INFORMATION.** LANDLORD, its agents and employees may enter the Lease Premises without consent of the RESIDENT in cases of emergencies. RESIDENT will not withhold consent unreasonably to LANDLORD, its agents or employees to enter the Lease Premises at reasonable times with at least a one-day notice of intention to enter to inspect the Premises, make necessary repairs, decorating or improvements, supply necessary or agreed upon services, or exhibit the Premises to prospective purchasers, mortgagees, tenants, workers or contractors. Monthly, on pre-arranged dates, the LANDLORD will enter the unit to conduct necessary maintenance (see RESIDENT MANUAL Appendix A).
  15. **HOLDING OVER.** If RESIDENT remains in possession of the Lease Premises after the expiration of this Lease term, this Lease will become a month-to-month tenancy and either party may terminate the tenancy provided he or she gives WRITTEN notice to the other of at least sixty (60) days prior to the end of the lease term. The notice required will specify the date of the termination of the tenancy. Simple written acceptance of the termination notice shall be provided to the requesting party within three (3) days. All terms of this Lease except the period stated in Paragraph 1 above and the monthly rental payment stated in Paragraph 2 above will apply if RESIDENT remains in possession of the Lease Premises. There will be a month to month fee after the expiration of this lease term and any subsequent lease terms of current full market rate plus \$50 which will be considered additional rent, unless otherwise negotiated with the LANDLORD / RESIDENT.
  16. **RELATED AGREEMENTS.** This Lease is made subject to the Arizona Residential Landlord and Tenant Act and all rights, duties and remedies provided therein are incorporated into this agreement. Except as supplemented by the act, the entire agreement between the parties is set forth herein and in any attached and duly executed addendums. RESIDENT agrees to be bound by the Rules and Regulations addendum to this Lease. LANDLORD will not be held responsible to RESIDENT for nonobservance or violation of such rules or regulations by any person other than employees of LANDLORD.



17. **CONDITION OF PREMISES.** RESIDENT agrees by execution of the Lease agreement that the Premises is in good, clean and healthy condition unless otherwise noted on this agreement. RESIDENT will have the opportunity to complete an Inspection Form denoting any items not in working order or requiring repair within 48 hours of move in. At the termination or earlier expiration of this Lease, RESIDENT will deliver the Premises to the LANDLORD in as good a condition as the Premises was in at the beginning of the Lease term, except for ordinary wear and tear.
18. **MAINTENANCE.** RESIDENT will reimburse LANDLORD for any repairs due to damage done by RESIDENT, and/or RESIDENT'S guests, pets, domestic employees, and licensees. RESIDENT will report promptly to the LANDLORD any equipment, fixtures, furnishings or other items which need repair. It is the RESIDENT'S responsibility to maintain the Premises and follow all operating instructions for the equipment and appliances therein and as directed by the LANDLORD'S Residence Manual. RESIDENT will promptly report (i.e., within 24 – 48 hours) to LANDLORD when any equipment, appliance, or part of the Premises malfunctions or needs repair. RESIDENT will pay for all repairs, replacements and damages to equipment, appliances, or any part of the Premises or Common Areas, caused by the act, misuse, or neglect of the RESIDENT, and/or the RESIDENT'S guests, RESIDENT'S pets, domestic employees and licensees, including, but not limited to, damage caused by failure to follow operating instructions and/or damage caused by failure to report a malfunction or needed repair. LANDLORD will make such repairs and replacements, and the costs will be deemed owing to LANDLORD as additional rent and payable immediately. LANDLORD will provide heating and air-conditioning filters to RESIDENT for replacement on a routine basis. Light bulbs will be changed on failure at LANDLORD'S expense.
19. **APPLIANCES.** The refrigerator, washer, dryer, dishwasher, oven and all other lighting and plumbing fixtures on the Premises are owned by the **LANDLORD**. RESIDENT may not install or use any gas or electric-powered appliance or equipment without the prior written consent of LANDLORD, including, but not limited to, washing machines, dryers, air conditioners, or space heaters, whether portable or not. RESIDENT is responsible for the proper use and maintenance of all appliances in the apartment and will be responsible for any damage that results from the misuse or abuse of any appliance.
20. **EARLY TERMINATION OPTION.** RESIDENT may terminate the Lease, prior to the expiration of the Lease term, provided RESIDENT fulfills all the conditions and obligations set forth below.
  - a. RESIDENT cannot be in default of any provision of the Lease on the date LANDLORD receives notice from RESIDENT that he or she is exercising the early termination option.
  - b. At least 30 days in advance of the early termination date, LANDLORD must receive written notice from RESIDENT of RESIDENT'S intention to terminate the Lease.
  - c. Prior to vacating and/or turning in the keys to the Lease Premises, RESIDENT must pay LANDLORD, by certified funds, all rents and other charges due through the early termination date, and an early termination fee of up to \$1,200, as consideration for early termination. RESIDENT cannot apply the security deposit or rent paid in advance to the termination fee. LANDLORD will not prorate or refund any rent paid in advance of early termination of this Lease.
  - d. The foregoing will not release RESIDENT from any responsibilities or obligations regarding damage to the Lease Premises, and both LANDLORD and RESIDENT reserve all rights regarding the security deposit.
  - e. The notice of termination applies to all RESIDENTS and occupants on the Lease. No notice of termination will be effective unless and until the consent and signatures of all RESIDENTS and occupants on the Lease are obtained and submitted to LANDLORD.
21. **ADDITIONAL RENT.** Any additional sums or charges due from RESIDENT because of a breach or violation of this Lease will be due as additional rent. Such additional sums or charges will include, but are not limited to, damages exceeding normal wear and tear to the Premises or to apartment community property when such damages are caused by RESIDENT or RESIDENT'S family, occupants, guests or invitee.
22. **REIMBURSEMENT BY RESIDENT.** RESIDENT must promptly reimburse LANDLORD for loss, damage, or cost of repairs or service caused anywhere in the Premises or the apartment community by RESIDENT or RESIDENT'S family, occupants, guests or invitee. LANDLORD may require payment at any time, including



- advance payment for repairs which RESIDENT is liable. Any delay in LANDLORD'S demand for payment is not a waiver.
23. **DEFAULT.** If RESIDENT defaults in the performance of any lease obligation, LANDLORD may, at its option, terminate this Lease or terminate RESIDENT'S right to possession of the Premises. If LANDLORD opts to terminate RESIDENT'S right to possession without terminating the Lease, RESIDENT will remain liable for all rent that accrues until the end of the Lease term or until LANDLORD relets the Premises, whichever comes first.
24. **PEACEFUL ENJOYMENT.** RESIDENT shall not interfere with another resident's peaceful enjoyment of their dwelling or of the common areas that LANDLORD has made available to all residents. RESIDENT shall observe and obey all federal and state laws as well as the laws, rules and regulations of Pima County, the City of Tucson and, as applicable, the Mountain and 1st Neighborhood Association.
25. **CRIME FREE PROVISION.** RESIDENT, any members of the RESIDENT'S household or a guest or other person under the RESIDENT'S control will not engage in criminal activity, including drug-related criminal activity, in or near the Lease Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance. It is understood that a single violation will be good cause for immediate termination of the Lease. Unless otherwise prohibited by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
26. **ACKNOWLEDGMENT OF SECURITY POLICY.** RESIDENT and occupants acknowledge that LANDLORD, OWNER nor MANAGEMENT has made no representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. RESIDENT and occupants acknowledge that LANDLORD, OWNER or MANAGEMENT does not warrant or guarantee the safety or security of Residents, Occupants, or their guests or invitee against the criminal or wrongful acts of third parties. Each RESIDENT, occupant, guest, and invitee is responsible for protecting his or her own person and property and to obtain necessary third-party insurance, as considered necessary by the RESIDENT.
27. **LIMITATION OF LIABILITY.** LANDLORD or OWNER will not be liable to RESIDENT, RESIDENT'S guests or occupants for any damages or loss to person or property caused by other persons, including theft, burglary, assault, vandalism or other crimes. LANDLORD or OWNER will not be liable to RESIDENT, and/or RESIDENT'S guests or domestic employees or licensees for personal injury or for damage to or loss of personal property, i.e., furniture, jewelry, clothing, etc., from fire, flood, water leak, rain, hail, snow, smoke, lightning, wind explosion, interruption of utilities or other occurrences. LANDLORD strongly recommends that RESIDENT secure insurance to protect against all the above occurrences. RESIDENT agrees that existing locks are safe and acceptable. Smoke detectors are furnished by LANDLORD and LANDLORD will test same and initially provide working batteries at commencement of Lease term as required by statute; thereafter, LANDLORD will pay for and replace smoke detector batteries as needed. If LANDLORD is requested to render services not contemplated in this Lease, RESIDENT agrees to hold LANDLORD and OWNER harmless from all liability regarding same.
28. **MODIFICATIONS.** No modifications of any of the terms and conditions of this Lease will be effective unless reduced to writing and executed by the parties hereto.
29. **SMOKING.** It is the intent of the LANDLORD to provide a smoke free environment and discourages smoking on all premises. However, RESIDENT may smoke and will be subject to an additional \$250 cleaning fee for interior smoking.
30. **GOVERNING LAW, JURISDICTION, VENUE.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arizona without regard to the principles of conflict of laws. The Parties submit to the exclusive personal jurisdiction of the State of Arizona. Venue for the adjudication of any dispute arising under or related to this Agreement shall be only in Pima County, Arizona, and not elsewhere. Objections to the venue are hereby waived.
31. **INVALIDITY; SEVERABILITY.** If any provision of this Lease Agreement should be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be converted by mutual consent of the Parties, to the extent possible, to a



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valid and enforceable provision which comes as close as possible to the intention of the original provision.

32. **PLANTINGS.** RESIDENT may plant low shrubs and bushes within interior courtyards and patios. RESIDENT must consult LANDLORD before digging to insure utility lines are not compromised. RESIDENT is responsible for any damages incurred because of proceeding without approval. RESIDENT may not plant any tree or create any obstruction that will shade their solar or their neighbor's solar. RESIDENT is responsible for general maintenance of weeds, pet waste, and other debris in their courtyards and side yards.

Should you have any questions regarding the contents of this document or any addendums, you should consult your attorney for interpretation. IN WITNESS WHEREOF, the Parties have executed this Lease on the date first written above.

RESIDENT(S) SIGNATURES:

LANDLORD/OWNER SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

If Resident(s) or Consigner(s) are unable to sign this instrument at the office of the Landlord, a notary witness is required.

\_\_\_\_\_  
Notary



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## SECURITY & PET DEPOSIT AGREEMENT ADDENDUM #1

### SECURITY DEPOSIT

Unit #: \_\_\_\_\_ Amt Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Amt Due: \$ \_\_\_\_\_ Date: \_\_\_\_\_

### PET DEPOSIT

**\$500 for 1 Pet, \$600 for 2 Pets, \$700 for 3 Pets** PET DEPOSIT PAID: \$ \_\_\_\_\_ Date: \_\_\_\_\_

This addendum is hereby attached to and becomes a part of the Lease Agreement dated \_\_\_\_\_, between the SMART LOFTS, LLC (LANDLORD) \_\_\_\_\_ (RESIDENT).

This agreement will govern refunds of all deposits and will apply to renewals of the attached Lease Agreement. The deposits will be refunded after each of the following conditions have been met and after the appropriate deductions, if any, have been made:

**NOTICE.** At least thirty (30) days written notice of intent to vacate is given to LANDLORD prior to the ending date of the Lease term or renewal period. The notice required by this provision will be void should the RESIDENT hold over past the day RESIDENT notified the LANDLORD he would vacate. Acceptance by LANDLORD will be provided within three (3) business days.

**FULL TERM.** The full term of the Lease, or any renewal thereof, must have ended.

**RENT PAID.** At the time of move-out, all monies owed by the RESIDENT must be paid in full. RESIDENT may not apply Security or Pet deposits to monies owed.

**NO HOLDING OVER.** RESIDENT must not occupy the Lease Premises beyond the date given in RESIDENT'S vacate notice without prior written consent of the LANDLORD. If RESIDENT remains in the Premises beyond the date given in RESIDENT'S written notice to vacate, then LANDLORD has the right to charge rent equal to two days rent per day until RESIDENT, RESIDENT'S guests or occupants have vacated the Premises.

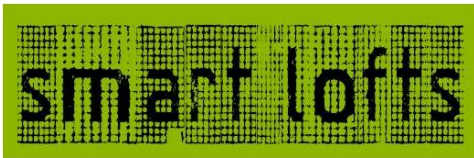
**CLEANING REQUIREMENTS.** The Lease Premises must be cleaned thoroughly. At RESIDENT'S request, the LANDLORD will provide a Cleaning Cost Schedule with Cleaning Instructions for RESIDENT to follow. If RESIDENT fails to clean, reasonable charges for cleaning will be made. The lack of cleaning will not be considered ordinary wear and tear.

**KEYS AND ACCESS CARDS RETURNED.** RESIDENT must return all types of keys and access cards given by LANDLORD at time of move-in and during the term of the Lease or RESIDENT will be charged for the costs of replacement of locks and reprogramming of access panels or replacements of access cards.

**MOVE-OUT INSPECTION.** RESIDENT will make an appointment with LANDLORD for a move-out inspection of the Lease Premises. Estimates made at time of inspection by LANDLORD regarding amounts of or deductibility of repairs, damages or other charges are subject to modification or disapproval by OWNER.

**OTHER DEDUCTIONS.** The LANDLORD may charge the actual or estimated cost of all repairs or refurbishing required restoring the property to the same condition Premises was in at the beginning of this Lease term.

**SATELLITE DISHES.** The RESIDENT is responsible for removing all satellite dishes, wires, cables and any other installation parts and cost for repair of any damages to the building interior or exterior will be deducted from



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the security deposit.

**PETS.** No pets are allowed for any period, anywhere in the Lease Premises without LANDLORD'S permission. No unauthorized pets may be fed from the Premises or any part of the Premises. These pet prohibitions apply to mammals, reptiles, birds, and fish or non-pet animals used in a trade or profession. Pit bulls or pit bull mixed dogs are always prohibited in the Lease Premises. Violation of this section by RESIDENT, RESIDENT'S guests or occupants, with or without RESIDENT'S permission, will subject RESIDENT to the charges, damages, and eviction provisions of this Lease. Damages for violation of this paragraph will be \$15.00 per day.

**PET CHARGES.** Violation of the pet rules and regulations will result in termination of RESIDENT'S right of occupancy and/or suit by LANDLORD for damages. If a pet has been kept on the Premises at any time during this Lease Agreement, or any renewal thereof, by anyone (with or without LANDLORD'S consent), a deduction may be made for de-fleaing, deodorizing and/or carpet cleaning. There is a total deposit and pet fee of \$500 for one pet, \$600 for two pets and \$700 for three pets all of which is non-refundable. No more than three pets are allowed in the Lease Premises.

**DEPOSIT RETURN.** After deductions, the balance of deposits and an itemized accounting of all deductions will be mailed to RESIDENT no later than ten (10) business days after surrender of the Lease Premises. For determining relinquishments of possession, damages, cleaning charges and other deductions, "surrender" will occur on the earliest of the following dates: a) when all keys are turned in by RESIDENT, b) when Lease term expires, and all RESIDENTS live elsewhere, or c) when it reasonably appears that all RESIDENTS have vacated. If the security deposit refund is not requested in writing within a six-month period after termination of tenancy, the deposit becomes the property of the LANDLORD.

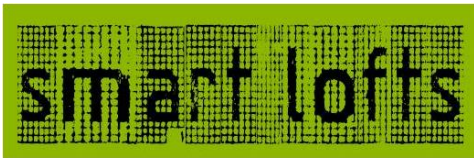
RESIDENT(S) acknowledges that he or she has read and understands the provisions hereto.

RESIDENT(S) SIGNATURES:

\_\_\_\_\_  
RESIDENT Date

\_\_\_\_\_  
RESIDENT Date





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## COMMUNITY RULES & REGULATIONS ADDENDUM #2

This addendum becomes part of the lease dated \_\_\_\_\_ between Smart Lofts, LLC and \_\_\_\_\_ for the Premises located at \_\_\_\_\_ E. Presidio Unit # \_\_\_\_\_ Tucson, Arizona 85716.

- Defacing the Exterior.** Nothing will be placed on the outside of the building or in the windows or projections, and no signs or advertising of any kind, including team and/or sports logos or political signs will be placed on any part of the building or in the doors of any apartments herein. RESIDENT is responsible for all damages to premises, staircases, walkways and lawns, however caused by RESIDENT or RESIDENT'S occupants and/or guests.
- Defacing the Interior.** Masonry walls, ceilings and woodwork must not be marred by nails, screws, tacks or bolts or by defacing the same. Absolutely no nails or screws or bolts are allowed in masonry, wood trim, or cabinetry.
- Dangerous Materials.** RESIDENT will not keep or have on the Premises any article of a dangerous, flammable, or explosive character that might increase the danger of fire or other casualty to the Lease Premises or that might be considered hazardous.
- Resident's Behavior.** RESIDENT will not engage in any abusive or harassing behavior, either verbal or physical, or in any form of intimidation or aggression directed at other RESIDENTS, occupants, guests, invitees, or at management, its agents, its employees, or vendors.
- Lockouts.** LANDLORD, for a fee of \$25.00, offers a 24-hour a day lock out service for RESIDENTS that need entrance to the Premises and payment is due at the time of lockout. Replacement keys will be provided at an additional cost of \$15.00.
- Antennae, cable and satellite dishes** must be installed within the Premises or on a patio or balcony that is part of the Premises. RESIDENT agrees that installation of all satellite dishes must not shade their solar or their neighbor's solar and will be installed in a manner consistent with the additional addendum. Phones must be installed where LANDLORD has provided phone jacks. If additional phone lines are installed, RESIDENT is responsible for the costs to have the phones returned to one line upon vacating.
- Pets.** No pet of any kind is allowed without written permission from LANDLORD. Snakes, reptiles and pit bull dogs are not permitted in or near the Premises. All pets must remain inside the Premises except when taken out on a leash and held by an attendant. LANDLORD reserves the right at any time to revoke the privilege of having a pet on the Premises. Any disturbance by any pet, which annoys residents, interferes with their peace and quiet and comfort and classified as objectionable will be subject to whatever action the LANDLORD deems appropriate. All damages and clean up are the responsibility of the RESIDENT. All pets must be walked on outer perimeters of the community and attendant must pick up all feces immediately. AT NO TIME ARE PETS ALLOWED TO BE TIED UP OR KEPT OUTSIDE THE PREMISES. The maximum number of pets allowed in the Premises is three. RESIDENTS with pets must initial here acknowledging pet rules. Resident's Initials: \_\_\_\_\_.
- Loud Noises,** which disturb other RESIDENTS, are always prohibited. RESIDENTS are obligated to provide neighbors and other occupants the peaceful use of their apartment.
- Refusal to Pay Rent.** No justification will be recognized as refusal to make prompt rental payments due to any defective and/or inoperative condition which develops.



10. **Bicycles, Motorcycles or Scooters** and other articles may not be kept in or about front entrances at any time. Any such items found in these areas will be removed by the LANDLORD. These items are not allowed in breezeways or common hallways. No motorized wheeled apparatus (other than a wheelchair) will be allowed inside the Premises.
11. **Unclogging Plumbing.** A charge will be made for unclogging plumbing equipment where stoppages are caused by the introduction of improper objects such as toys, grease, disposable diapers, feminine hygiene products, etc.
12. **Boats, trailers and recreational vehicles** are not allowed to be stored on the premises without written permission from the LANDLORD and may only be stored in areas set aside and posted for boats, trailers and recreational vehicles.
13. **Occupancy Limits.** No occupants other than those listed on your lease can occupy your unit. No more than two occupants per bedroom are allowed in each Premise. The LANDLORD allows persons under the age of twelve (12) months old to occupy the apartment without affecting the current occupancy guidelines.
14. **Additional Locks** will not be affixed to any door without prior consent of the LANDLORD. Peep holes will be installed at RESIDENT'S request, no safety chains are allowed on metal doors. If locks are added to patio gates, copies of the key must be given to the LANDLORD. If a lock change is requested by the RESIDENT, there will be a charge of \$75.00.
15. **Cooking grills** must not be placed in halls, breezeways or on stairways. Charcoal burners or other open-flame cooking devices will not be operated within 10 feet of any combustible construction. No LP-Gas tanks greater than 2.5 pounds shall be located on combustible balconies or within 10 feet of combustible construction. The laws governing outdoor grilling are those of the local municipal government, not the Landlord. As Landlord, we are obligated by law to enforce municipal laws governing the use of all grills using flames.
16. **Patios and Balconies.** The only items allowed on your patio or balconies are plants, bicycles, and patio furniture. Storing or placing trash, garbage, cigarette butts and other debris is not allowed and a fee of \$25 per occurrence will be assessed to RESIDENT upon violation of this policy and will be charged as additional rent.
17. **Automobile Repair or Washing** is not allowed on the premises. RESIDENT'S vehicles must be kept in running order, all tags and licenses must be current, and must be used on a regular basis during residency. No unused vehicles may be stored on the premises. All flat tires must be repaired immediately. No changing oil, flushing radiators or dumping ashtrays is permitted on the Premises.
18. **Parking.** NO PARKING IN FIRE LANES IS PERMITTED AT ANY TIME FOR ANY LENGTH OF TIME. All vehicles parked in a fire lane or other areas marked as "No Parking" zones or those designated for other RESIDENTS will be towed at owner's expense. There are only two parking spots per unit, with leasing incentives allowed for the waiver of parking spots.
19. **Packages.** If LANDLORD accepts packages to be delivered to a RESIDENT as a convenience to the resident, the LANDLORD will bear no liability for loss or damage of any kind to RESIDENT'S packages.
20. **Admittance to Lease Premises.** The LANDLORD will bear no liability for loss or damage of any kind caused by LANDLORD'S admittance of repair service people not affiliated with the property into Premises at request of RESIDENT. All said requests must be in writing from RESIDENT.



PO Box 65176  
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ROC #273688

LANDLORD reserves the right to make and enforce other such rules and regulations as in LANDLORD'S judgment may be deemed necessary or advisable and reasonable from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order.

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Resident \_\_\_\_\_ Date \_\_\_\_\_

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Resident \_\_\_\_\_ Date \_\_\_\_\_