

HEGRENESS RESIDENTIAL GROUP

Residential Real Estate
RESIDENTIAL LEASE ADDENDUM

Premises Address: _____

Seller: _____

Buyer: _____

Contract Date: ____ - ____ - _____

The following additional terms and conditions are hereby included as a part of the Contract between Landlord and Tenant for the above referenced Premises.

1. Refrigerator, Washer and Dryer, if included in Lease, are left for the Tenant's use. The landlord does not guarantee the condition and there are no warranties expressed or implied. Tenant shall be responsible financially for any needed repairs. Any Conditional Concerns should be noted on Move In / Move Out Form.

2. Rent is due on the 1st, late at 5pm on the 5th. Late fees of \$10/day accrue from the first. If rent is not RECEIVED by the 1st day of the month there is a \$50 processing and notice fee in addition to any late charges that accrue. Additional Attorney Fees may apply and may be chargeable to tenant.

3. If a check is refused by landlord's bank for any reason, tenant shall replace said check with certified funds within 24 hours of notification. If a second check is returned within a twelve (12) month period, all future checks will be certified funds. If any check bounces there is a \$50 processing and notice fee in addition to any bounced check charges and late fees. Additional Attorney Fees may apply and may be chargeable to tenant. Bounced Checks will likely result in rent being late and late rent charges and fees being applied.

4. Any breach of the lease that requires certified mail shall cause the tenant to be charged a \$10.00 fee for postage and handling in addition to any applicable late fees or NSF charges. The minimum NSF charge is \$50.00

5. Processing and Notice Fees are Payable to the Hegreiness Residential Group and must paid in Certified Funds or Money Order received within 15 days of notice. Mailed to 23025 North 15th Avenue #101 Phoenix, AZ 85027.

6. If the move in date is within 15 days of Contract Date, Earnest Money must be in the form of Certified Funds Check or Money Order.

7. Tenant shall make no repairs, upgrades, changes or replacements without specific written authorization from the owner or the property manager. No reimbursement will follow on unauthorized repairs.

8. Tenant may re-key the property, change alarm codes, and garage codes provided they first notice the landlord in writing BEFORE making changes, make no additional alterations to locks (IE Replace Locks) and furnish new codes to Landlord and/or Landlord's Agent immediately and Furnish One Copy of any Keys within 24 hours at no cost to the Landlord.

9. There is no smoking allowed on the property by either occupants or guests. Smoking allowed on the property shall be grounds for immediate eviction by landlord and automatic forfeiture of all deposits. The cost of eliminating evidence of smoking, excessive candle burning or incense use will be deemed tenant caused damage. Other liabilities for damage may still apply.

10. Air filters MUST be changed every 30 days. Landlord can arrange for assistance at Tenant's cost.

11. No water filled furniture of any kind is allowable on the premises.

12. Cities, neighborhood, CCRs and HOAs have rules on the parking of Boats, Trailers, Commercial Vehicles and when and where Personal Vehicles can be parked. By signing below tenant certifies that they have researched the rules regarding vehicles etc and agree to follow all applicable rules and laws.

13. The security deposit can NEVER be used as last month's rent.

14. If the landlord/property manager is notified by the HOA (Homeowners Association) that the tenant or their guests have broken a HOA rule or is not in compliance with same, the manager will notify the tenant and the tenant has 5 days to cure the problem. If the problem is not cured within 5 days of notice, the property manager will cure the problem and bill the tenant for the cost.

15. Tenant will allow property to be shown the last 30 days of the lease term with proper notice. Tenant will notify the manager/owner in writing 40 days prior to the lease ending date if tenant wishes to extend the term beyond ending date. If no notice is given to vacate 30 days prior to move out and no formal extension is in place, the agreement becomes a month to month tenancy and either party may give 30 days notice, in writing, to terminate. In order to terminate a month to month tenancy, notice must be given on the 1st since rent is due on the first. The tenant is responsible for the entire 30 days rent after notice is given even if the tenant vacates prior to the end of the month.

16. In the event the tenant declares bankruptcy, the tenant shall not claim the lease as an asset of the bankruptcy, and the filing of bankruptcy will constitute a default of the lease and such act shall be grounds for landlord to immediately terminate lease. Tenant agrees to forfeit all deposits in the event the tenant declares bankruptcy during the term of this lease. Should it become necessary for the tenant to file for bankruptcy protection the tenant shall give the landlord a 60 day notice before the actual filing.

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Initials: _____ / _____ TENANT TENANT
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17. The following dog breeds are not allowed on the premises by either Tenant or Tenant's Guests without specific written authorization of the PROPERTY OWNER; Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Wolf hybrid, a mix of one of these breeds or any individual dog that has previously caused a bite to a human or other animal.

18. Tenant is not allowed to have any pet(s) on the premises without a specific and written agreement from the landlord. Agreement for a pet is not extendable to another pet. Each pet agreement is specific to a specific pet. Fish tanks, 20 Gallons or Less, shall be the only allowable pet without a separate agreement.

19. The following charges to the tenant will apply to lost or non-returned items: Pool Key \$50 – Mailbox Key \$55 – Garage Door Opener \$55 – Door Key \$20 – Access/Gate Cards \$50.

20. Tenant shall pay an additional \$50 service charge each time the Landlord or Landlord's Representative must visit the property, after tenant move out, to let in a contractor, landscaper, cleaner, painter, handyman, etc. to repair tenant caused damage to the premises. This is above the cost of the required service.

The undersigned agrees to the additional terms and conditions above and acknowledges receipt of a copy hereof.

_____ Date: _____
 Landlord Tenant

_____ Date: _____
 Landlord Tenant

_____ Date: _____
 Landlord Tenant

_____ Date: _____
 Landlord Tenant

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Quantum of Arizona Realty 1-888-637-1415

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