

Lease Agreement

PREMISES			
		Arizona	
Street Address	City	State	Zip Code

TERMS OF LEASE					
Rental Amount (Due 1 st of the month)		Initial Lease Term		Security Deposit	
Monthly Rent	\$	Start		Nonrefundable	\$ <input type="checkbox"/> Paid
		End			<input type="checkbox"/>
1 st Month Prorated Rent	\$	Duration	12 Months <small>(plus partial month, if applicable)</small>	Refundable	\$ <input type="checkbox"/> Paid
					<input type="checkbox"/>

PARTIES	
LESSEE:	
LESSOR:	Benjamin Ventures LLC; an Arizona Limited Liability Company

PETS		
Not Allowed <input type="checkbox"/>	# of Pets	Comments
Allowed <input type="checkbox"/>		

RESPONSIBILITIES							
Pest Control	Landscape Maintenance	Pool Maintenance	Drain/Sewer Cleaning	A/C Filter Monthly Replacement	Water/Trash	Electric	Gas
LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>	LESSOR <input type="checkbox"/>
LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>	LESSEE <input type="checkbox"/>

QUANTITY OF ITEMS GIVEN TO LESSEE							
House Key	Mail Key	Garage Key	Gate Key	Garage Openers	Gate Openers	Pool Key	Other:

This Lease Agreement (“Lease”) is between the above-named parties, hereinafter called respectively LESSOR and LESSEE. If more than one, each Lessee shall be jointly and severally liable hereunder and all lessees are collectively referred to as Lessee herein. The giving of any notice or demand upon one Lessee or occupant shall constitute notice or demand to each other Lessee or occupant. If any Lessee or occupant vacates the Premises, no portion of the security deposit will be refundable until all Lessees and occupants have vacated the Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the term specified herein and subject to all of the terms and provisions set forth below:

1. **PREMISES:** The Premises herein leased are as stated above.
2. **TERM OF LEASE:** Either party, Lessor or Lessee, may terminate this Lease upon the expiration of the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the end of the initial term. In the event no such written notice is given, Lessee shall become a Lessee from month-to-month under the terms of this Lease at a monthly rental equal to 110% of the monthly rent for the initial term. Such tenancy shall continue as a month-to-month tenancy until either Lessor or Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy. The termination of the tenancy shall be effective on the last day of the calendar month into which the thirty (30) day notice period runs. If Lessor, for any reason, cannot deliver possession of the Premises to Lessee at the commencement of the initial term, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damages resulting therefrom; but in that event rent shall be abated on a prorated basis during the period between commencement of the lease term and the date on which Lessor can deliver possession of the Premises to Lessee.
3. **RENT:** Lessee hereby agrees to pay rent in lawful money of the United States so that it is received by Lessor on or before the first (1st) day of each calendar month. Lessee expressly agrees to pay said rent each month in advance, without any notice or demand whatsoever. In the event the term of this Lease does not commence on the first day of a calendar month, rent for the initial partial month shall be prorated so that rental payments shall fall due on the first day of each month thereafter. Rent for the first month (or partial month, if applicable) shall be paid prior to Lessee's receipt of keys to the Premises.
4. **CHARGES FOR LATE PAYMENTS & RETURNED CHECKS:** If Lessee does not pay the full amount of the rent so that it is received by the first (1st) day of the month, Lessor may collect a late fee of \$10.00 per day until rent is received (commencing on the 2nd day of the month). Lessor may terminate this Lease for failure to pay late charges, and may terminate this Lease for non-payment of rent, as explained in the "Default by Lessee" section of this Lease. Lessor may collect a fee of \$25.00 on the first or any additional time a check is not honored for payment (bounces), together with any fees or charges assessed by Lessor's bank. The charges discussed in this paragraph are in addition to the regular monthly rent payable by Lessee. Lessor and Lessee agree that it is and would be impractical and/or extremely difficult to ascertain the actual damages that would be sustained by Lessor as a result of Lessee's late payment of rent, and that the fees imposed herein are the parties' best and fair estimate of what those actual damages would be.
5. **SECURITY DEPOSITS:** Lessee has deposited a security deposit as outlined above with Lessor. Lessor will hold this security deposit for the period Lessee occupies the Premises. Lessor shall not be required to segregate the security deposit from Lessor's other funds or to pay any interest to Lessee based on the security deposit. The security deposit shall not be used by Lessee in lieu of payment of rent. Lessee shall leave the Premises in a neat and clean condition at the expiration or termination of this Lease, shall remove all trash and other debris from the Premises, and shall have the carpet in the Premises professionally cleaned. The non-refundable portion of Lessee's security deposit is intended to cover Lessee's portion of normal wear and tear of wear item in the Premises and shall not be deemed to cover cleaning costs, carpet cleaning costs, repair costs, damages, or similar items. Any cleaning charges, carpet cleaning or spot cleaning charges, or other charges for damages or necessary repairs that are incurred by Lessor shall be the responsibility of Lessee.
6. **CONDITION OF PREMISES:** Lessee shall complete and sign the Move In/Move Out Inspection Report that is attached to this Lease, noting all existing damages or other issues, and shall return it to Lessor within thirty (30) days of move-in. Lessee acknowledges that the Premises are safe, clean, and in good condition with all appliances and equipment in good working order, except as noted by Lessee on the Inspection Report. Lessee's failure to timely complete and return the Inspection Report shall be deemed Lessee's agreement that no damages or other issues exist. Lessee agrees that Lessor has made no agreement to decorate, alter, repair or improve the Premises, unless such agreement has been made in writing and

signed by Lessor. Per A.R.S. 33-1321, Lessee may request in advance, and be present at, a move-out inspection.

- 7. UTILITIES:** Lessee shall be responsible for contacting and arranging for any and all utility or other services not furnished by Lessor pursuant to the express terms of this Lease. Failure of Lessee to make necessary arrangements for services which are not provided by Lessor could result in a lack of or interruption of those services. Lessee agrees to use reasonable means and methods to conserve the use of any services provided by Lessor. Lessee shall not be entitled to occupy the Premises prior to the commencement of electricity being furnished to the Premises, and any occupancy of the Premises by Lessee at any time when electricity is not furnished to the Premises shall constitute a material breach and default under this Lease, and shall entitle Lessor to immediately terminate this Lease.
- 8. KEYS & LOCKS:** Lessee agrees not to install additional or different locks on any doors or windows of the Premises without the advance written permission of Lessor. If Lessor approves a request by Lessee to install such locks, Lessee agrees to provide Lessor with a key for each lock. When this Lease ends, Lessee agrees to return all keys to the Premises to Lessor, along with any locks which Lessee replaced. Lessor may charge the Lessee \$10.00 for each key and \$75.00 for each lock not returned. All parking permits, gate/access cards, pool/clubhouse/weight room/etc. keys, mailbox keys, garage door openers, remote controls, and any other items provided to Lessee shall be returned at Lessor upon expiration or termination of this Lease, or Lessee shall pay the replacement costs thereof together with an administrative charge of \$25.00 per item.
- 9. MAINTENANCE:** Lessee agrees to (1) maintain and keep the Premises (including any private yard, patio or balcony) clean and well-maintained; (2) use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; (3) not litter the grounds or common areas surrounding the Premises; (4) not destroy, deface, damage, or remove any part of the Premises, common areas, or Premises grounds; (5) give Lessor prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the Premises or related facilities; (6) remove garbage and other waste from the Premises and surrounding areas and properly dispose of same in an appropriate receptacle; (7) not interfere with the quiet and safe enjoyment or comfort of other residents in the community in which the Premises are located; (8) not make any repairs to the Premises without the prior written consent of Lessor; (9) be responsible for routine items such as regular replacement of a/c filters, light bulbs, etc.; (10) be responsible, where applicable to the Premises, for regularly watering and maintaining the Premises lawn, trees and other vegetation, including regularly mowing the Premises lawn at Lessee's expense not less frequently than every other week from March to October, and not less frequently than once a month from November to February.
- 10. DAMAGE AND DESTRUCTION:** Lessee hereby indemnifies Lessor against, and agrees to pay on demand, all reasonable costs of repairs or restorations as a result of any damage or destruction to the Premises or any part thereof resulting from the negligence or willful act of Lessee, and/or any person on or about the Premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees, or guests. In particular, but without in any way limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use, and littering of the Premises or surrounding areas. In particular, but without limitation, Lessee shall pay for any expenses, damages, repairs, or third party claims occasioned by the stoppage or overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks, or water filled furniture, provided such stoppage or overflow was caused by the act or omission of Lessee and/or any person on or about the Premises through or under Lessee, including, without limitation Lessee's family, agents, servants, employees, invitees, or guests. Lessee further agrees to pay rent for the period the Premises is damaged, whether or not habitable, if such damage is caused as outlined herein.

- 11. HAZARDOUS MATERIALS:** Lessee shall not use, store or dispose of any hazardous, toxic, or radioactive matter, in or about the Premises, other than ordinary household products in reasonable and customary amounts and only for their normal intended purposes. Lessee shall be solely responsible and shall defend, indemnify, and hold Lessor and Lessor's agents harmless from and against any claims, costs, and liabilities, including attorneys' fees and court costs, arising out of or in connection with any storage, use, and/or disposal of said materials by Lessee or any person at or about the Premises at the instance of or with the permission of Lessee, and said obligation shall survive any termination of this Lease.
- 12. GLASS DAMAGE:** Lessee shall be responsible for the repair of any glass that is broken or damaged at the Premises, including windows and sliding glass doors, regardless of the reason for or cause of such damage. In the event Lessor elects to have such glass damage repaired (which shall be in Lessor's sole and absolute discretion), Lessee shall reimburse Lessor for the cost of such repairs upon demand.
- 13. LIMITATION OF LESSOR'S LIABILITY:** (1) Injury, Loss or Damage: Absent Lessor's willful injury to the person or property of another, Lessor shall not be liable for any injury to any person or property, including death to any person, caused by or related in any way to the use of the Premises by any person, or arising from any accident or fire or other casualty therein or thereabout, or from any other cause whatsoever. Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against all claims and liability for any such injury, loss or damage. (2) Other Limitations: Lessee also agrees that Lessor shall not be liable for, and this Lease shall not be terminated by, any interruption or interference with services or accommodations due Lessee caused by strike, riot, orders or acts of public authorities, acts of other residents or of the homeowners association of the community in which the Premises are located, accidents, the making of necessary repairs to the Premises or the building of which the Premises are a part, or any other cause beyond Lessor's reasonable control.
- 14. USE OF PREMISES:** Lessee agrees to use the Premises solely as a private residence. The Premises shall be a residence only for the lessees individually named at the top of this Lease and their minor children, if any. Lessee must notify Lessor, in writing, of any guests or visitors who will be staying at the Premises for more than five (5) days. If any guests or visitors stay at the Premises more than five (5) days in any given month, Lessor may, at its option, charge Lessee an additional \$50.00 per month per guest or visitor.
- 15. RESTRICTIONS ON ALTERATIONS:** Lessee agrees to refrain from making any alterations to the Premises or surrounding areas without the prior written consent of Lessor, including, but not limited to: (1) changing or removing any part of the appliances, fixtures or equipment in the Premises; (2) installing or removing any landscaping; (3) painting or installing wallpaper, contact paper, or shelving paper in the Premises; (4) installing ceiling fans, window coverings, heaters, air conditioners, or other fixtures or improvements in, on, or about the Premises; or (5) placing any aerial antennas or other electrical connections in, on, or about the Premises.
- 16. GENERAL RESTRICTIONS:** Lessee agrees not to: (1) sublet or assign the Premises, or any part of the Premises, without the prior written consent of Lessor; (2) use the Premises for unlawful activities; (3) engage in or permit unlawful activities in or about the Premises or the community in which the Premises are located; (4) make or permit noises or acts that will disturb the rights or comfort of neighbors; (5) violate or permit the violation of any city ordinance or state or federal laws or regulations in or about the Premises; or (6) use any utility in a wasteful or unreasonable or hazardous manner. Lessee agrees to keep the volume of any radio, stereo, television or musical instrument at such a level that will not disturb neighbors.
- 17. DEFAULT BY LESSEE:** Default includes, but is not limited to, the following: (1) failure by Lessee to pay any monthly rental payment or other charge due hereunder on or before the due date, in immediately available funds; (2) or the breach, default, failure of or violation of any of the terms of this Lease, or any addendum hereto, by Lessee. Upon any such default, Lessor may, through legal proceedings if required, terminate this Lease, re-enter the Premises, remove any and all persons and property therefrom, take over

possession of the Premises, and recover from Lessee all damages that it may suffer by reason of such breach.

- 18. ABANDONMENT/PERSONAL PROPERTY:** If Lessee abandons its tenancy or commits a default under this Lease and is removed from possession of the Premises, and Lessor reasonably determines that the cost of moving, storing, and selling Lessee's abandoned personal property in the Premises would exceed the amount that would be realized from the sale thereof, Lessor may, at its option, destroy or otherwise dispose of some or all of said personal property without conducting a sale and without accounting to Lessee for such property.
- 19. SUBORDINATION:** This Lease shall, without further act on the part of the Lessee, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist upon, or which may hereafter be placed upon, the Premises.
- 20. RULES:** Lessee agrees to obey the rules and regulations of all applicable community/homeowner's associations, those contained in this Lease, any applicable CC&Rs, and in the attachments and addenda hereto. Lessee also agrees to obey additional rules that may reasonably be established by Lessor from time to time after the effective date of this Lease. Lessee shall be responsible to see that Lessee's children, guests, visitors, and invitees obey all applicable rules, regulations, terms and conditions of this Lease. For reasons including safety, children must have immediate supervision at all times. Lessee shall be responsible for and shall promptly pay any and all fines, fees, costs, or other assessments incurred as a result of any noncompliance (or any noncompliance alleged by any governing associations) with said rules and/or CC&Rs by Lessee or Lessee's family, guests, visitors, or invitees.
- 21. ACCESS BY LESSOR:** Lessor may enter the Premises without Lessee's consent in an emergency situation. Except in an emergency, Lessor agrees to enter the Premises only during reasonable hours, and after giving Lessee two (2) days notice of such access. Notice for purposes of this provision may be given by posting a copy of the notice on Lessee's door, or by email, in which cases it shall be effective immediately, or by any other lawful means. Specifically, but without limiting the foregoing, Lessee agrees to: (1) Permit Lessor, its agents, or other persons when authorized by Lessor, to enter the Premises for purpose of making reasonable repairs, or to show the Premises to prospective lessees, purchasers, contractors, or lenders. (2) Permit Lessor, its agents, or other persons when authorized by Lessor, to enter the Premises for the purpose of making annual, semi-annual, or other inspections.
- 22. PETS:** Lessee agrees that it will not keep or permit to be kept in the Premises any dog, cat, bird or other animal unless stated above, or consented to in writing by Lessor, which said consent may be withheld in Lessor's sole and absolute discretion.
- 23. SECURITY:** Lessor does not provide law enforcement or private protection services. In case of a disturbance or emergency, Lessee should request assistance from the appropriate local authority (Police Department, Fire Department, Paramedics, etc.). Lessee shall also notify Lessor that such a disturbance or emergency has occurred.
- 24. CONTENTS OF THIS AGREEMENT:** This Lease and its attachments make up the entire Lease between Lessor and Lessee regarding the Premises. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of the Lease will remain in effect and both Lessor and Lessee will continue to be bound hereby.
- 25. ATTORNEY'S FEES; JURY WAIVER:** If an action is brought for the recovery of rent or other monies due or to become due under this Lease, or by reason of a breach of any covenant herein contained, or for the recovery of possession of the Premises, or to compel the performance of anything agreed to be done by Lessor or Lessee, or to recover for damages to any property, or to enjoin any act contrary to the provisions hereof, the prevailing party shall be entitled to an award of court costs, but in no event shall any party be entitled to an award of attorneys' fees and any law, rule, or statute to the contrary is hereby expressly waived by Lessor and Lessee. Further, Lessor and Lessee hereby expressly waive the right to a trial by jury in any lawsuit or other action between them.

- 26. POOL, SPA, LAKE, OR POND; COMMON FACILITIES:** Lessee hereby assumes, for himself/herself, and his/her family, guests, and invitees, any and all risks associated with use of any pool, spa, lake, or pond, located at the Premises or in the surrounding community, and agrees that Lessor shall not be liable for any harm sustained by Lessee or his/her family, guest, or invitees in connection with said risks. Lessee understands and agrees that the use of any common facility or amenity is restricted to Lessee and the members of his/her immediate family residing in the Premises (unless otherwise permitted by community rules). If these Premises contain a pool, spa, lake, or pond, Lessee acknowledges receipt of the Arizona Department of Health Services approved Private Pool Safety Notice as required by ARS 36-1681(E) and ADHS Rule R9-3-101.
- 27. POOL MAINTENANCE:** Professional pool maintenance shall be provided by the party responsible for pool maintenance as indicated above. Lessee shall make proper use of the pool at all reasonable times, shall immediately report any problems concerning the pool to Lessor, and shall reasonably maintain the pool in between professional maintenance visits.
- 28. DRAIN/SEWER MAINTENANCE:** Drains and toilets must be kept free of any items that can cause a clog such as, but not limited to, hair, sanitary napkins, and other foreign objects. Lessee is responsible for the cost of clearing clogs in the drains and sewer lines at the Premises.
- 29. FREE COPY OF ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT:** Lessee may obtain a free copy of the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's office.
- 30. ATTACHMENTS TO THE AGREEMENT:** Lessee certifies that he/she has read and received a copy of this Lease and the following attachments to this Lease and understands that these attachments are part of this Lease. Lessee shall comply with any and all applicable CC&Rs and Association Rules and shall pay any and all fines assessed by the HOA as a result of Lessee's failure or alleged failure to do so. All Attachments can be downloaded from www.benjaminventures.com
1. Move In/Move Out Inspection Report
 2. Drug-Free Housing Addendum
 3. Smoke Detector Addendum
 4. Facts about Renter's Insurance
 5. Covenants, Conditions and Restrictions (CC&Rs) and/or Association Rules

31. SIGNATURES

LESSEE: _____ **Date:** _____

_____ **Date:** _____

LESSOR: _____ **Date:** _____

Lessor's Address and Rental Payment Address:

Benjamin Ventures LLC
 PO Box 17326, San Diego, CA 92177-7326
contact@benjaminventures.com | www.benjaminventures.com

Local Contact: Jodi Winney, 602.369.8847