

**RESIDENTIAL RENTAL AGREEMENT
AND RECEIPT FOR DEPOSIT
Twinstar Productions, dba Twinstar Management**

This is intended to be a binding agreement. No representation is made as to the legal validity or adequacy of any provision of the tax consequences thereof. If you desire legal or tax advice, consult your attorney or tax advisor.

1 **Received From:** _____, "Tenant"

RECEIPT

3 **Earnest Money:** Earnest money shall be held by landlord until offer is accepted. Tenant
4 understands that, until offer is accepted, Landlord can rent the Premises to another Tenant.

5 A. Amount of Earnest Money: \$ _____	6 B. Form of Earnest Money: <input type="checkbox"/> Personal Check 7 <input type="checkbox"/> Cashier's Check 8 <input type="checkbox"/> Other: _____	9 C. After offer is accepted by 10 Landlord, earnest money 11 will be deposited with: 12 <input type="checkbox"/> Landlord <input type="checkbox"/> Other
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9 All earnest money is subject to collection. In the event that any check or earnest money is
10 dishonored for any reason, at Landlord's option, Landlord shall be immediately released from
11 all obligations under this Agreement. In the event of Tenant's breach of this Agreement, all
12 earnest money shall be deemed a security deposit.

13 **Received by Landlord:**

14 _____
15 TWINSTAR MANAGEMENT

_____ DATE

RENTAL OFFER

17 **Property Description & Offer:** Tenant offers to lease the real property and all fixtures and
18 improvements thereon and appurtenances incident thereto (collectively the "Premises").

19 Property Address: 7445 E. Eagle Crest Dr., Mesa, Arizona 85207, Unit # _____.

20 Personal Property: **Tenant will maintain his/her own personal property.**

21 _____
22 _____
23 _____
24 **Term:** The lease shall begin on _____ at _____ and end on _____ at
25 MO/DAY/YR TIME MO/DAY/YR
26 _____ at which time Tenant shall return all keys and vacate the Premises
27 TIME

28 **unless Landlord and Tenant agree to an extension or renewal of this Agreement. If the**
29 **Tenant fails to vacate the Premises as provided for in this Agreement, the Landlord**
30 **shall be entitled to recover an amount equal to not more than two months' periodic**
31 **rent or twice the actual damages sustained by the Landlord, whichever is greater, as**

32 provided for in A.R.S. §33-1375(C). The Tenant shall be obligated to pay rent until keys
33 have been physically returned to the Landlord or Property Manager. Landlord may
34 approve an alternate method to have keys returned.

35 **Rent:** Tenant shall pay monthly installments of \$ [] plus any applicable sales taxes,
36 which are currently \$ [] totaling \$ [] ("Rent"). If the sales tax changes during the
37 term of this Agreement, Landlord may adjust the amount of Rent due to equal the difference
38 caused by the tax change upon thirty (30) calendar days' written notice to Tenant. A.R.S.
39 §33-1314(E). Rent shall be payable in advance without deductions or offsets.

40 **Rent Proration:** If the first monthly installment is for a period other than the full month, the
41 Tenant shall pay \$ [] plus any applicable sales taxes, of \$ [], totaling
42 \$ [] for the period beginning _____ and ending _____.
43 MO/DAY/YR MO/DAY/YR

44 Rent in the full amount shown on Line 42 and all other accrued charges shall be due and
45 payable no later than 5 p.m. on the []th day of each month during the term of this
46 Agreement. Landlord is not required to accept a partial payment of Rent or other charges.
47 A.R.S. §33-1371(A). A late charge of \$ [] shall be added to all Rent not received by
48 the due date and shall be collectible as additional Rent.

49 Tenant shall pay a charge of \$ [] for all checks returned from the bank unpaid for any
50 reason, in addition to the late charge provided for in Line 47. These additional charges shall
51 be collectible as Rent. If a check has been returned from the bank unpaid for any reason, the
52 Landlord reserves the right to demand that all sums due under this Agreement be paid in the
53 form of a cashier's check or money order and to return any personal or company check
54 delivered to Landlord and demand a cashier's check or money order in its place.

55 **Application Fee/Credit Report(s):** \$ [] is by separate payment and is non-refundable.
56 This agreement is conditioned on satisfactory verification and approval by Landlord of
57 Tenant's employment, credit, banking references, and past rental history prior to possession.
58 Tenant consents to an employment and credit check, along with an investigation of prior
59 rental history through Landlord or Broker. Tenant shall complete a separate rental and/or
60 credit application containing the necessary information. Tenant warrants that the information
61 is correct and complete and that Tenant has disclosed all pertinent information and has not
62 withheld any information, including but not limited to poor credit, early terminations of leases,
63 evictions, or bankruptcy. The material falsification of any information, including but not limited
64 to information relating to pets, income, employment, criminal records, prior eviction records,
65 or current criminal activity, shall entitle Landlord to terminate this Agreement pursuant to
66 A.R.S. §33-1368. Upon such termination, Landlord may pursue all applicable remedies,
67 including but not limited to, a claim for Rent for the remainder of the term of this agreement,
68 all other quantifiable damages, court costs, and reasonable attorneys' fees. The credit history
69 of Tenant with respect to this Agreement may be reported to any credit bureau or reporting
70 agency.

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Security deposit:	\$ _____	Refundable		
Pet deposit/fee:	+ _____	<input type="checkbox"/> Refundable	<input type="checkbox"/> Non-refundable	<input type="checkbox"/> Taxable
Cleaning fee:	+ _____	<input type="checkbox"/> Non-refundable		
_____	+ _____	<input type="checkbox"/> Refundable	<input type="checkbox"/> Non-refundable	<input type="checkbox"/> Taxable
_____	+ _____	<input type="checkbox"/> Refundable	<input type="checkbox"/> Non-refundable	<input type="checkbox"/> Taxable
Initial rent payment:	+ _____	<input type="checkbox"/> Taxable		
Sales tax charged:	+ _____	Tax rate _____%	Taxable amount _____	
Total Required Payment:	\$ _____			
Less earnest money:	- _____	(becomes security deposit upon acceptance by all parties)		
Balance due (Certified Funds):	\$ _____			
				MO/DAY/YR
NOTE: LANDLORD MAY APPROVE AN ALTERNATE FUNDS METHOD UPON MOVE IN: _____				

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NOTE: Total payments and deposit shown above, including pet deposit but excluding any cleaning or redecorating deposit and first month's rent, may not exceed one and one-half months' rent. Any cleaning or redecorating deposit must be reasonable. The breakdown of the deposit amounts shown above is solely for the purpose of showing how much amounts were calculated and does not limit Landlord's right to use all deposit amounts as permitted by A.R.S. §33-1321 and §33-1341. Tenant shall not use any refundable deposit as a credit toward last month's rent. Deposits: may be placed in interest-bearing accounts, which interest shall be retained by the Landlord.

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Refundable Deposits: Refundable deposits will be held by Landlord. Deposits (less any deductions) shall be returned to Tenant within 15 business days of vacating unit.

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Tenant agrees to hold Landlord harmless of all liability regarding said deposit. If the Premises are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord, Landlord shall return the refundable deposits to the Tenant. However, if the Premises are delivered to Landlord in an unclean or damaged condition not acceptable to Landlord, Landlord may, at Landlord's option, retain all or a portion of the refundable deposits, and may hold the Tenant liable for any additional charges.

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Maintenance of the Premises: Tenant has examined the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Upon termination of this Agreement, Tenant promises to surrender the Premises to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted. Tenant shall maintain the Premises in a neat and undamaged condition, and, in particular, shall comply with applicable provisions of building codes, maintain the Premises in a clean and safe condition, dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner, keep and use all plumbing and electrical, sanitary, heating, ventilating, and air conditioning facilities and elevators in other facilities and appliances in a clean and reasonable manner, and generally conduct themselves and others in their charge, including pets, in a manner so as not to

112 disturb their neighbors or in any way deface, damage, impair, or otherwise destroy any part of
113 the Premises. If Tenant fails to comply with such requirements, Landlord may make
114 necessary repairs and submit a bill to Tenant subject to the provisions of A.R.S. §33-1369.
115 Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, and smoke
116 alarm batteries as frequently as conditions require. Landlord shall at all times comply with the
117 requirements of applicable building codes, make all repairs necessary to keep the Premises
118 in a fit and habitable condition, keep all of the common areas in a clean and safe condition,
119 and maintain in good and safe working order all existing appliances, plumbing, and electrical
120 facilities. Landlord agrees to maintain the Premises as provided in A.R.S. §33-1324.

121 **Alterations and Improvements:** Tenant shall not make any alterations or improvements in
122 any way without Landlord's prior written consent.

123 **Occupancy:** The Premises shall be used only for residential purposes by the following
124 named persons:
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126 **Assignment and Occupancy Restrictions:** Only persons listed on Line 125 may occupy
127 the Premises or any part thereof without Landlord's prior written consent. If Tenant attempts
128 to sublet, transfer, or assign this Agreement and/or allows any persons other than those listed
129 on Line 125 to occupy the Premises without Landlord's prior written consent, such act shall
130 be deemed a material non-compliance by the Tenant of this Agreement, and the Landlord
131 may terminate this Agreement pursuant to A.R.S. §33-1368.

132 **Indemnity and Release:** Landlord and Tenant agree to indemnify and hold harmless any of
133 their respective agents, representatives, or employees from any loss, claim, liability, or
134 expense arising from injury to any person or damage to or loss of any property, in any way
135 caused by Landlord or Tenant and their guests, invitees, agents, pets, or others under their
136 control.

137 **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury,
138 property damage or loss, and insurable risks. Landlord strongly recommends that Tenant
139 obtain and keep renter's insurance in full force and effect during the full term of this
140 Agreement.

141 **Rules, Regulations, and Applicable Law:** Both Landlord and Tenant agree to comply with
142 applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and
143 Homeowners' Association rules and regulations concerning the Premises. Tenant agrees to
144 supervise Tenant's family, guests, and invitees to insure their compliance with these rules,
145 regulations, and laws. Tenant shall be responsible for any actions of Tenant's family, guests,
146 and invitees who violate this Agreement or Landlord's rule or regulations, pursuant to A.R.S.
147 §33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing
148 body as a result of Tenant's violation of any of these rules, regulations, and laws. The Tenant
149 has either received a copy of any rules, regulations, and laws concerning the Premises, or
150 has made an independent investigation of the applicability of such rules, regulations, and
151 laws as to the Tenant's use of the Premises. If the state, county, municipal, or other
152 governmental bodies adopt new ordinances, rules, or other legal provisions affecting this

153 Agreement, the Landlord may make immediate amendments to bring this Agreement into
154 compliance with the law. In such event, the Landlord agrees to give Tenant written notice that
155 this Agreement has been amended and shall provide a brief description of the amendment
156 and the effective date. A.R.S. §33-1342(C).

157 **Access:** The Tenant agrees to make the Premises available to the Landlord with at least two
158 (2) calendar days' notice in order to inspect the Premises, make necessary or agreed repairs,
159 decorations, alterations, or improvements, supply necessary or agreed services, or to exhibit
160 the Premises to prospective or actual buyers, mortgages, tenants, workmen, or contractors
161 as authorized in A.R.S. §33-1343.

162 **Counterpart and Facsimile:** This Agreement, any attached exhibits, and any addenda or
163 supplements signed by the parties shall constitute the entire Agreement between Landlord
164 and Tenant and shall supersede any other written or oral Agreement between Landlord and
165 Tenant. This Agreement can only be modified in writing and signed by Landlord and Tenant.
166 A fully-executed facsimile copy of the entire Agreement shall be treated as an original
167 Agreement. This Agreement may be signed in counterpart.

168 **Transfers:** Military personnel on active duty may terminate this Agreement upon receipt of
169 orders transferring them to another base, release them from active duty, or orders requiring
170 occupancy of government quarters. Tenant agrees to give Landlord as much written notice as
171 possible, and Rent will be prorated from the notice date to move-out date. Assignment
172 instructions for the voluntary occupancy of government quarters are not sufficient for
173 termination of this Agreement.

174 **Time of Essence:** Time is of the essence of this Agreement.

175 **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall
176 not change the due date or amount of any required payment in the future and shall not relieve
177 Tenant of any obligation to pay the balance of the Rent and any applicable late fees or costs.

178 **Waivers:** No waiver by Landlord or any provision herein shall be enforceable against
179 Landlord unless in writing signed by Landlord, nor shall it be deemed a waiver of any other
180 provision herein or of any subsequent break by Tenant of the same or any other provision.
181 Landlord's consent to or approval of any act shall not constitute a continuing consent to or
182 approval of any subsequent act by Tenant.

183 **Attorneys' Fees and Costs:** If a lawsuit or arbitration proceeding is brought to enforce the
184 terms of this Agreement, the prevailing party shall be entitled to receive reasonable attorneys'
185 fees and costs as set by the court or arbitrator.

186 **Subordination:** The Agreement shall be subordinate to all present and future ground leases,
187 mortgages, deeds of trust, and any other encumbrances consented to by Landlord and also
188 to any modifications or extensions thereof. Tenant agrees to execute any subordination
189 agreements or other similar documents presented by Landlord within three (3) calendar days
190 of presentation.

191 **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices
192 herein shall be in writing and shall be delivered to Landlord at the address set forth in Line
193 296 and to Tenant at the Premises and shall be sent by registered or certified mail, or
194 personally delivered, or as otherwise provided in A.R.S. §33-1313. Such notice shall be
195 deemed received on the date the notice is actually received or five (5) calendar days after the
196 date the notice is mailed by registered or certified mail, whichever occurs first.

197 **Equal Housing Opportunity:** Properties will be presented in compliance with federal, state,
198 and local fair housing laws and regulations.

199 **Court Modification:** If any provision of this Agreement is found by a court to be invalid,
200 illegal, or vague, the parties agree that such provision shall be modified or stricken by the
201 court to the minimum extent deemed necessary to make it valid, legal, and enforceable and
202 that all other provisions of this Agreement shall remain in full force and effect.

203 **Construction of Language:** The language of this Agreement shall be construed according
204 to its fair meaning and not strictly for or against either party. Words used in the masculine,
205 feminine, or neuter shall apply to either gender or the neuter, as appropriate. All singular and
206 plural words shall be interpreted to refer to the number consistent with circumstances and
207 context. The use of the term Landlord in this Agreement shall include any Property Manager
208 named on Line 280.

209 **Pets:** No pets allowed. Tenant agrees not to keep or permit any pets on the Premises
210 without prior written consent of the Landlord.
211 Landlord hereby grants Tenant permission to keep the following pets on the
212 Premises:
213 _____
214 _____

215 **Keys:** Landlord agrees to deliver to Tenant keys for: Door Pool Mailbox Other
216 to the Premises and garage door openers upon possession.
217 Tenant shall be responsible for the security of the Premises until all keys and garage door
218 openers have been returned to Landlord or otherwise satisfactorily accounted for by Tenant.
219 Tenant is not authorized to change the locks or add a deadbolt lock. Tenant agrees to pay all
220 costs related to replacing lost or unreturned keys, garage door openers, and electronic
221 remotes.

222 **Utilities:** Tenant agrees to arrange and pay for, when due, all utilities except:
223 _____
224 _____

225 **Swimming Pool:** These Premises do do not contain a swimming pool. If these
226 Premises contain a swimming pool, Tenant acknowledges receipt of the Arizona Department
227 of Health Services approved Private Pool Safety Notice as required by A.R.S. §36-1681(E)
228 and A.D.H.S. Rules R9-3-101. **Tenant's initials are required.** _____.

229 **Lead-based Paint Disclosure:** (Initials Required) The U.S. Department of Housing and
230 Urban Development requires a Lessor of most residential real property built prior to 1978 to

231 notify the Lessee of any known lead-based paint or lead-based paint hazards, and to provide
 232 the Lessee with any information contained in lead-based paint risk assessments or
 233 inspections in the Lessor's possession. (This disclosure requirement does not apply to certain
 234 leases including a lease of property that has been determined by a certified lead-based paint
 235 inspector to be free from lead-based paint or lead-based paint hazards; and short-term
 236 leases of 100 days or less, as long as no renewal or extension of the lease can occur.) By
 237 initialing below, Lessee acknowledges either:
 238 that the residences and buildings included in this lease were constructed prior to 1978,
 239 and that the Lessee has received and executed the Disclosure of Information on Lead-based
 240 Paint and Lead-based Paint Hazards, reference on Line 257 as the Lead-based Paint
 241 addendum, and has received any reports, records, pamphlets, and/or other materials
 242 referenced herein, including the pamphlet "Protect Your Family from Lead in Your Home", or
 243 that the residences and buildings included in this lease were constructed in 1978 or later.
 244 **(LESSEE'S INITIALS ARE REQUIRED.)** _____

- 245 **Miscellaneous Matters:** The following shall be the responsibility of the party indicated:
- 246 A. Pool Maintenance: Landlord Tenant Association N/A
 - 247 B. Pest Control: Landlord Tenant Association N/A
 - 248 C. Yard Maintenance: Landlord Tenant Association N/A
 - 249 D. Homeowners' Association Fees: Landlord Tenant N/A
 - 250 E. Miscellaneous: _____ Landlord Tenant N/A

251 **Additional Terms:** Tenant will maintain own personal property. Tenant and guests will
 252 comply with Cachet at Las Sendas rules and regulations as stated in CC&Rs. There shall be
 253 absolutely no smoking in any unit. Smoking will result in possible forfeiture of all deposits.
 254 Tenant will reimburse Landlord for additional service charges as agreed. Tenant will return
 255 any issued keys and electronic remotes at termination of lease. Failure to do so will result in a
 256 possible minimum \$100 fee (per item) deducted from deposit.

257 **Addenda:** Disclosure Inventory List Lead-based Paint Other:

258 **Tenant Acknowledgement:** By signing below, Tenant acknowledges that: 1) A free
 259 copy of the Arizona Residential Landlord and Tenant Act is available through the
 260 Arizona Secretary of State's Office, A.R.S. §33-1322; 2) If mutually agreed, the Landlord
 261 shall furnish upon move-in, a move-in form for specifying any existing damages to the
 262 Premises; 3) The Tenant is hereby notified that Tenant is entitled to be present at the
 263 move-out inspection, A.R.S. §33-1321(C); 4) Tenant understands and agrees to the
 264 terms and conditions of this Agreement, and acknowledges a receipt of a copy of all
 265 eight (8) pages of the Agreement and any addenda.

266 **Time for Acceptance:** This is an offer to rent the Premises. Unless acceptance is signed by
 267 Landlord and a signed copy delivered in person, by mail, or facsimile, and received by Tenant
 268 by _____, at _____ AM/PM, Arizona Mountain Standard Time, _____ or unless this offer
 269 to rent has been previously withdrawn by Tenant, this offer to rent shall be deemed
 270 withdrawn and the Tenant's earnest money shall be returned.

271 _____
272 TENANT SIGNATURE MO/DAY/YR TENANT SIGNATURE MO/DAY/YR
273 _____
274 TENANT(S): PRINT NAME(S) TENANT(S): PRINT NAME(S)
275 _____
276 TENANT ADDRESS TENANT ADDRESS

277 **ACCEPTANCE**

278 **Property Manager**, if any, authorized to manage the Premises and act on behalf of Landlord
279 pursuant to separate written agreement.

280 _____
281 NAME TELEPHONE
282 _____
283 FIRM TELEPHONE
284 _____
285 ADDRESS CITY STATE ZIP

286 **Landlord** or the personal authorized to act on behalf of the Landlord for receiving service of
287 process, notices, and demands is:

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289 BARRY KENDRICK, TWINSTAR MANAGEMENT
290 2824 N. Power Road, Suite 113
291 PMB 104
292 MESA, AZ 85215
293 TELEPHONE: 480-325-8320

294 **Rent shall be payable to:**

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296 BARRY KENDRICK, TWINSTAR MANAGEMENT
297 2824 N. Power Road, Suite 113
298 PMB 104
299 MESA, AZ 85215
300 TELEPHONE: 480-325-8320

301 **Landlord Acknowledgement: Landlord has read this entire Agreement. The Landlord**
302 **acknowledges that Landlord understands the terms and conditions contained herein.**
303 **The Landlord accepts and agrees to be bound by the terms and conditions of this**
304 **Agreement. The Landlord has received a signed copy of this Agreement and has**
305 **delivered a signed copy to the Tenant.**

306 _____
307 TWINSTAR MANAGEMENT MO/DAY/YR
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309 For Landlord Use Only: File No. _____ Manager's Initials _____ Date _____