



Still The Best Since 1985

# Sample Rental Contract

## FOOTHILLS PROPERTY MANAGEMENT, INC

1615 W. Hwy. 89A, Sedona Arizona 86336 \* Phone: (928)282-9533 \* Fax: (928) 282-6935

### RENTAL CONTRACT

PROPERTY ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ PROP. #SED  
ZIP \_\_\_\_\_

ELEC.: APS GAS: \_\_\_\_\_ PROPANE: \_\_\_\_\_ WATER: \_\_\_\_\_ SEWER: \_\_\_\_\_

RESIDENT/TENANT(S) \_\_\_\_\_

MANAGER/LANDLORD: FOOTHILLS PROPERTY MANAGEMENT INC./

This Contract is made by and between Foothills Property Management, Inc. (hereinafter called "Agent") as the Agent for the property owner, and the Resident Tenant(s), named above and below, with the intent to create a Tenancy. If more than one Tenant signs this contract, each shall be jointly and severally liable for the terms, conditions and provisions of the contract.

#### INITIAL ON EACH LINE IN COLUMN:

- TERM:** The Tenancy will be for a period of \_\_\_\_\_ months and \_\_\_\_\_ days, commencing \_\_\_\_\_, 20\_\_\_\_ and terminating \_\_\_\_\_, 20\_\_\_\_.
- RENT:** For the term of this Contract, the total amount of obligation is \$ \_\_\_\_\_ .00 for the term above. Tenant(s) agrees to pay monthly, in advance on or before the 1st of each month by 5:00pm including Saturday, Sunday, and Holidays (DROP SLOT TO LEFT OF DOOR DURING OFF HOURS). Total rent, pet charge and administration fees payable on or before the 1st day of each month is \$ \_\_\_\_\_ .00. All payments made to the "Agent" shall be in the form of ONE Local personal check, money order or cashiers check. CASH, OUT OF STATE CHECKS, or MORE THAN ONE PERSONELCHECK Will NOT BE ACCEPTED FOR ANY PAYMENTS SET FORTH WITHIN THIS CONTRACT. Please put P #SED \_\_\_\_\_ on rental check.
- ADMINISTRATION FEES:** A \$7.00 fee will be charged to the Tenant(s) per month as a processing charge due and payable to the "Agent" each month long with, and in addition to the rent payment. The amount of this charge may be increased or reduced at any time during the tenancy with a written 30-Day Notice to the Tenant(s) regardless, and not restricted by the TERM of this Rental Contract.
- LATE FEES AND PENALTIES:** Tenant(s) understands and agrees that if rent payment is not received in the full amount as stated in this Rental Contract, by the 1st day of each month, regardless of the cause, including dishonored checks, a late payment processing charge will be assessed and charged at \$50.00 each month late payment is received, plus and in addition a late charge of \$10.00 per day each rent payment is not received after the 1st day of each month. Tenant(s) also understands and agrees that there will be an additional charge of \$50.00 for any dishonored check(s), regardless of reason, and any future payments made to Foothills Property Management, Inc. shall be in MONEY ORDER or CASHIERS CHECK ONLY. Partial payments of rent owed will NOT be considered payment in full of any amounts owed. Any unpaid balance less than the amount owed on the due date stated in this Rental Contract shall be deemed late and subject to the late fee and penalties stated herein.
- DEPOSITS:** A (1) Refundable Security Deposit of \$ \_\_\_\_\_ .00 and a Refundable Pool Key Deposit of \$ \_\_\_\_\_ must be paid by the Tenant(s) in the form of a MONEY ORDER or CASHIERS CHECK to the "Agent" prior to occupancy. A (1) Refundable Cleaning Deposit of \$ \_\_\_\_\_ .00 (2) A \$50.00 Non-Refundable Cleaning Fee must be paid by Tenant(s) prior to occupancy. The "Agent" is authorized to place all deposits in a Trust Account, without payment of interest to the Tenant(s). The Tenant(s) understands and agrees that deposits **WILL NOT** be used as a credit for rent, late charges, or penalties owed prior to the expiration or termination of the Contract. The Security Deposit will be refunded by the "Agent" to the Tenant(s) within 14 business days after the property is surrendered and all keys to the property with attached property address have been returned to the "Agent" office as provided by the Arizona Residential Landlord and Tenant Act, providing the Tenant(s) delivers the property in undamaged, clean, and acceptable conditions, and has had carpets professionally cleaned and has complied with the terms of this Contract. Tenant(s) understands and agrees that it is the right of the "Agent", according to the Arizona Landlord and Tenant Act, to attach and use deposits in full or part as necessary to restore the property to an acceptable condition and if necessary to pay for any damages created by the Tenant's breach of this Contract. If keys and/or garage door openers are not returned as agreed upon when the property is vacated, Tenant(s) will be responsible for the charges incurred to change the locks and replace garage door openers. Your Refundable Security Deposit will be charged. If the tenant does not leave the premises in a re-rentable condition or requests a second walk-thru after inspection has been done a \$50.00 administration fee will be charged out of the security deposit.

SAMPLE

Tenant(s) has received from the "Agent" \_\_\_\_\_ house keys(s) \_\_\_\_\_ mailbox key(s) \_\_\_\_\_ pool key(s) \_\_\_\_\_ gate key(s) \_\_\_\_\_ garage door opener(s). Tenant(s) is advised others may have occupied the premise before and there is a possibility duplicate keys may exist. We must be notified prior to additional keys being made or locks being changed. For your safety, Tenant(s) may wish to order the unit re-keyed at Tenant's expense.

\*Tenant(s) accepts re-keying at his/her expense \_\_\_\_\_. Tenant(s) declines re-keying \_\_\_\_\_.\*

- PETS/ANIMALS:** A pet charge of \$ \_\_\_\_\_ .00 per month per pet will be assessed, total pet assessed per month \$ \_\_\_\_\_ .00. (1) A \$ \_\_\_\_\_ .00 Refundable Deposit (2) A \$ \_\_\_\_\_ .00 Non-Refundable Pet Fee, (this will not be used toward any charges incurred), has been paid by the Tenant(s) for ONLY the following described animal(s): \_\_\_\_\_ The Refundable Pet Deposit paid by the Tenant(s), as outlined in this section, will be refunded to the Tenant(s) along with the Refundable Security and Cleaning Deposits, provided the property is surrendered to the "Agent" with NO damages created by pets/animals. The Tenant(s) understands and agrees that it is the right of the "Agent" to access and use in full or part, the **Pet Deposit/Security Deposit** to rectify any and all damages created by pets/animals to the property to include, but not restricted to, landscaping and vegetation. ANY pets/animals found on the property not explicitly described within this Contract, will be considered by the "Agent" as a breach of this Rental Contract and grounds for immediate termination of this Contract, a \$500.00 non refundable penalty plus damages and the eviction of Tenant(s) from said property, this will include any pets/animals allowed on the premises by the Tenant(s).

7. UTILITIES: Tenant(s) shall be responsible for the payment of all utilities to include hookup and disconnecting of such services except: NO EXCEPTIONS which will be paid by the Owner. If utilities are included in the rent, the maximum cap for such utilities will be \$ N/A . Any amount above this stated amount will be charged to and payable as rent by the Tenant(s) along with and in addition to the stated rent amount in this Contract. TENANT(S) AGREE TO LEAVE ALL UTILITIES ON FOR UP TO SEVEN BUSINESS DAYS AFTER SURRENDERING THE PROPERTY to the "Agent". Tenant(s) understands and agrees that if the Tenant(s) shuts off utilities to the property prior to seven business days after surrendering property and a move out inspection of the property has not been performed by the "Agent" within that time, any utilities that need to be turned on to perform the move out inspection and/or perform work necessary due to Tenant(s) liability according to this Contract will be charged against the Tenant's Refundable Deposits. If the "Agent" is unable to perform an inspection within seven working days after the day the Tenant(s) surrenders the property, the Tenant(s) shall not be held responsible beyond the seven business days and may terminate the utilities after the seventh business day has passed.

8. REPAIRS: Tenant(s) must take good care of the property and all equipment and fixtures within the property. Owner will repair the plumbing, electrical, and heating & cooling systems per Arizona Residential Landlord & Tenant Act. Owner may, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant(s) negligence, recklessness, illegal activities, and violations of this Contract. Owner's costs in making said repairs shall be payable by Tenant(s) as additional Rent under the Contract due and payable in full at time of rent payment as set forth in this Rental Contract. Tenant(s) shall be solely responsible for the cost of repairing the following appliances/A Except for Tenant caused damages. The parties agree that Owner and the "Agent" shall not be liable for any damages suffered by Tenant(s) resulting from the malfunction of any of the above-named appliances or from the Tenant's failure to make any required repairs. All requests for repairs and/or maintenance must be made to and authorized by Foothills Property Management, Inc. in writing, prior to the work being performed, or the repair charges will be the sole responsibility of the Tenant(s). Any repairs or maintenance performed at the request of the Tenant(s) that are either Tenant(s) created or deemed unnecessary by the "Agent" will be the responsibility of the Tenant(s) and must be paid for by the Tenant(s). Tenant(s) understands and agrees that it is the responsibility of the Tenant(s) to inform the "Agent" of any repairs or maintenance needed on the property, that any damages created to the property due to the neglect of the Tenant(s) to do so will be the responsibility of the Tenant(s).

9. INSURANCE: It is required that proof of liability insurance for ALL vehicles to be located on the property be submitted to the "Agent" before vehicles will be allowed to be located on the property. Tenant(s) understands and agrees that any damage to the property caused by a vehicle of the Tenant(s), or Tenant's guests will be the sole responsibility of the Tenant(s). During the term of occupancy by Tenant(s), if liability insurance coverage lapses on any vehicle parked on the premises, this shall be deemed breach of this Rental Contract and grounds for immediate termination of this Contract. It is also recommended the Tenant(s) obtain "Renter's Insurance" as NO insurance is provided by the Owner or Agent to insure the Tenant's personal property.

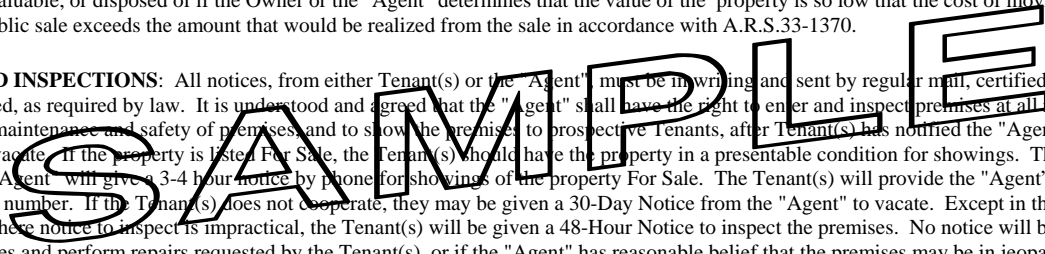
Table with 2 rows and 5 columns: VEHICLE #1 - MAKE, MODEL, LICENSE #, INSUR' CO., POLICY #; VEHICLE #2 - MAKE, MODEL, LICENSE #, INSUR' CO., POLICY #

10. PREMISES: The property may NOT be assigned, sublet or transferred by the Tenant(s) without prior written consent of the "Agent". The Tenant(s) agrees to maintain premises in a safe, clean, undamaged condition during occupancy, and make NO alterations without the consent of the "Agent". All requests for repairs and/or maintenance must be made to and authorized by Foothills Property Management, Inc. in writing, prior to the work being performed, or the repair charges will be the sole responsibility of the Tenant(s). Any repairs or maintenance performed at the request of the Tenant(s) that are either Tenant(s) created or deemed unnecessary by the "Agent" will be the responsibility of the Tenant(s) and must be paid for by the Tenant(s). Tenant(s) understands and agrees that it is the responsibility of the Tenant(s) to inform the "Agent" of any repairs or maintenance needed on the property, that any damages created to the property due to the neglect of the Tenant(s) to do so will be the responsibility of the Tenant(s). Tenant(s) agrees to keep the interior and exterior of the property free of unconfined trash, litter, or other debris that is either unsightly or hazardous to neighbors. Tenant(s) shall be responsible for maintenance of all landscaping. Tenant's responsibility for maintenance of the landscaping shall include watering all vegetation and grass on a regular basis, and keeping the exterior of the premises in a neat and clean condition, free from weeds, dead leaves and cuttings. Tenant shall contact Foothills Property Management if bushes or trees need trimmed. Tenant(s) agrees not to make vehicle repairs on the premises that will render the vehicle inoperable for more than a 24 hour period or cause damage, including oil or gas stains to the property. I further agree that no recreational vehicles (ie RV's, boats, trailers ect.) will be parked at the property at anytime during occupancy unless authorized in writing. I have read, understood and agree to abide by all terms and conditions set forth in the CC & R's. I understand that I will be charged at the rate of 150% of any and all costs or penalties incurred by Homeowners Associations, City or Governing ordinances and I agree to obey all rules and policies of HOA and or neighborhoods and complex.

11. OCCUPANCY: Tenant(s) agrees that all adult occupants are named in this Contract. Guests or invitees of the Tenant(s) remaining on the premises more than 5 days, without prior approval from the "Agent", shall be considered additional and unauthorized occupants. The "Agent" will have the option of terminating the Contract and signing a new Contract with all Tenants, or assessing a daily charge of \$10.00 per day for each additional occupant not stated on the Contract, or terminating this Contract due to breach. Tenant(s) understands and agrees that if a swimming pool or any other common use area exists on the property, the Tenant(s) assume any and all risks associated with the use of such and neither the "Agent" nor the Owner imply or provide any guard or supervision for the use of such. TOTAL OCCUPANTS including minors

12. ABANDONMENT: If the Tenant(s) is absent from the premises without notice to the Owner or the "Agent" for at least seven days and if rent for the premises is outstanding and unpaid for ten days, and if there is no reasonable evidence that the Tenant(s) is occupying the premises other than the presence of Tenant's personal property, the premises will be considered abandoned. In the event of abandonment, the Owner or the "Agent" will comply with the requirements of A.R.S. 33-1370 concerning giving Tenant(s) notice of abandonment and may retake possession of the premises as authorized by law. All of the Tenant's personal property found on the premises after the declaration of abandonment shall be held and sold in the manner prescribed by Arizona law if deemed valuable, or disposed of if the Owner or the "Agent" determines that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale in accordance with A.R.S.33-1370.

13. NOTICES AND INSPECTIONS: All notices, from either Tenant(s) or the "Agent" must be in writing and sent by regular mail, certified mail or personally mailed, as required by law. It is understood and agreed that the "Agent" shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises, and to show the premises to prospective Tenants, after Tenant(s) has notified the "Agent" of the intent to vacate. If the property is listed For Sale, the Tenant(s) should have the property in a presentable condition for showings. The Tenant(s) agrees that the "Agent" will give a 3-4 hour notice by phone for showings of the property For Sale. The Tenant(s) will provide the "Agent" with a home and work phone number. If the Tenant(s) does not cooperate, they may be given a 30-Day Notice from the "Agent" to vacate. Except in the case of emergency or where notice to inspect is impractical, the Tenant(s) will be given a 48-Hour Notice to inspect the premises. No notice will be necessary to enter the premises and perform repairs requested by the Tenant(s), or if the "Agent" has reasonable belief that the premises may be in jeopardy of being damaged and/or creating damage.



14. **TERMINATION OF CONTRACT:** Tenant(s) acknowledges that the term of this Rental Contract will automatically continue past the termination date set forth in Paragraph 1, on a month-to-month basis, unless Landlord, Agent for Landlord or Tenant(s) gives written notice of an intent to terminate this Contract in accordance with this paragraph. If Tenant(s) desires to terminate this Rental Contract upon expiration of the term as established by Paragraph 1 above, Tenant(s) must give written notice to the "Agent" at least 31 days prior to the last day of the term, or all deposits paid by Tenant(s) will be applied to rent due and owing for the premises for the subsequent month.

The Landlord, Agent for Landlord or Tenant may terminate a month to month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date (day before rent is due) specified in the notice. (Residential Landlord Tenant Act 33-1375 B)

If tenant terminates rental contract prior to end date on paragraph 1, payment forfeiture of all deposits held, and payment of rent until the property has been re-rented, thereby protecting the property Owner & his/her Agent any damages incurred by the breach of term with this Contract. Tenant(s) will also be assessed a re-rent fee one month's rent, paid to Foothills Property Management, Inc. for efforts to release the property.

15. **INDEMNITY:** Tenant(s) agrees to indemnify, and hold owner, landlord, Foothills Property Management Inc., Agents and Employees, harmless, from any claims, losses, demands or cause of action for injuries or damages sustained by Tenant, arising out of or in any way connected with the lease of the above described premises. Tenant further agrees to indemnify and hold owner, landlord, Foothills Property Management Inc., Agents and Employees, harmless, from any claims, losses, demands or cause of action for injuries or damages sustained by any invitees, licensees, customers, residents, subleases or third parties occurring on the leased premises described herein. This indemnification shall inure to the benefit of owner, heirs, successors, personnel representatives and assigns.
16. **WAIVER:** Except as otherwise herein provided, either party's waiver of any breach of this Contract shall not be deemed to be a waiver of any such breach on a subsequent occasion and the failure to insist on the performance of the terms and conditions of this Contract shall not constitute a relinquishment of such party's right thereafter to enforce such term or condition, but the same shall remain in full force and effect. Should any provisions or condition or any part of this Contract be determined unenforceable or illegal, the remaining terms and conditions shall remain in full force.
17. **BENEFITS:** All rights given herein to the "Agent" shall also extend and inure to the benefit of the Owner or to any person designated by the Owner or the "Agent" as the recipient and their respective assigns or successors in interest.
18. **DEFAULT:** Failure of either the Tenant(s) or the "Agent" to fully perform this Contract in any manner shall entitle either party to take actions against the defaulting party as shall be provided by law. Neither party shall be deemed to have waived any existing or future right or remedy taking such action, all costs, attorney fees and other expenses of enforcing this Contract shall be paid to the prevailing party by the losers, including collection fees and costs.
19. **SUBSTITUTION OF TENANT(S):** In the event Tenant(s) wants to substitute another tenant for the remainder of the term of their Contract, the "Agent" must approve of the substitute Tenant(s). A nominal charge will be assessed for substitution, REFER TO SECTION 14. When qualified Tenant(s)/Roommate is approved, the rent price may increase. The original Tenant will be responsible for the remaining term of the contract until a substitution can be completed. All costs of re-renting and maintaining will be the responsibility of the original Tenant(s).
20. **DESIGNATION OF MANAGEMENT:** The "Agent" is authorized to act for and on behalf of the Owner for purposes of service of process and for receiving or receipting notice or demands. To be effective, all notices and other communications should be in writing and personally delivered during business hours or mailed by certified mail to the "Agent" at the above address.
21. **TENANT(S) OBLIGATIONS:** In accordance with the ARIZONA LANDLORD AND TENANT ACT, the Tenant(s) has the following obligations:
- A. Abide by all terms and conditions as stated within this Contract.
  - B. Maintain the premises as clean as the conditions of the premises permit.
  - C. Dispose from the premises all rubbish, trash, garbage, debris and other waste in a clean and safe manner.
  - D. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, cooling and other appliances in or on the premises.
  - E. To clean or replace the return air filters in the air conditioning and/or heating systems so as to maintain a clean filter for systems.
  - F. Not to deliberately or negligently destroy, deface damage, impair or remove any part of the premises or knowingly permit any person to do so.
  - G. Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of their premises.
  - H. The Tenant(s) or any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in criminal activity including drug-related criminal activity, on or near the said 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.
  - I. Tenant(s), any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act of illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the Rental Contract that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant(s), or involving imminent serious property damage.
  - J. To take care of the yard surrounding the premises and to water, trim, cut lawns and/or weeds and/or shrubs at intervals needed to maintain at all times a neat, well manicured area and to keep the yards free of debris and unsightly materials. If Tenant is notified to clean up and it is not done, the "Agent" will hire the work to be done at the Tenant's expense.
  - K. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE CONTRACT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of the above shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the contract. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

22. **THE TENANT(S)** have read and received a copy of this Contract. This Contract represents understanding between the parties and may only be changed in writing, signed by each party. This document may be signed in counterpart, and upon execution, shall be deemed as one. It has been further disclosed, the tenant may obtain a copy of the Arizona Residential Landlord and Tenant Act through The Secretary of the State's office.

23. Tenant(s) has received a **"New Tenant" package** consisting of uses of septic systems, utilities turn on sheet, sample of a 30-day notice of intent to vacate, deposit policy and procedures, cleaning check list and the **"Move In Inspection"** sheet. The Move in Sheet must be completed and turned back into the main office within one week of the move-in date. If you feel there is damage that needs to be discussed please call to set an appointment with an agent.

**If you choose not to fill out, sign, date, and return the "Move In Inspection" within one week after move in, you agree the above stated property is in good, clean condition and no damage exists in said property.**

**Return to office by** \_\_\_\_\_.

24. Foothills Property Management, Inc. Agents are Agents working for the Owner.

25. **ADDITIONAL TERMS OR CONDITIONS: NO SMOKING**

**BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE RECEIVING A COPY OF THIS CONTRACT.**

TENANT _____	DATE _____	TENANT _____	DATE _____
CO-SIGNER _____	DATE _____	TENANT _____	DATE _____
AGENT _____	DATE _____	BROKERS INITIALS _____	DATE _____

**SAMPLE**

**THIS CONTRACT IS NOT A RECEIPT FOR MONIES RECEIVED. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THIS CONTRACT IN IT'S ENTIRETY, YOU SHOULD SEEK COMPETENT ADVICE.**