



DGR LEASE ADDENDUM

THE FOLLOWING ADDENDUMS ARE ATTACHED TO AND PART OF THE LEASE.
ANY VARIATION FROM THE WORDING IN THE LEASE TAKES PRECEDENCE.

ADDENDUM TO LEASE DATED: _____

LEASE TERMS: _____

PROPERTY ADDRESS: _____

TENANT(S): _____

ADDENDUMS A-F

ADDENDUM A

ADDENDUM TO LEASE AGREEMENT

TENANT DEPOSITS & ADVANCED RENT PAYMENTS

Due to TENANT(s) credit or other issues, the security, pet, cleaning deposits and advanced rents etc. charged to TENANT(s) on lines 61-69 on lease contract may exceed the State requirements. If applicable to lease, TENANT(S) acknowledge(s), agree(s) to pay advanced rent, modifying advanced rents and deposits collected from TENANT(S). The maximum State requirement for deposits is 1-1/2 times monthly rent.

COMMISSIONS

TENANT(S) acknowledges and agrees that if duration of the lease is broken for any reason, TENANT(S) will be required to reimburse owner the pro-rated share of commission advanced to tenant's and owner's agent. Reimbursement shall be deducted from security deposit and if reimbursement exceeds deposit, Tenant will pay the advanced commission from outside funds. TENANT(S) agent will be paid a percentage of gross rent collected on initial lease only. If TENANT(S) extends lease after expiration, TENANT(S) will be responsible to pay any commission requested by their agent. A \$100 re-leasing fee to Desert Gateway Realty will be charged.

SMOKING AND PET ODOR

TENANT(S) agree not to smoke inside the premises. Should there be any smoke or pet odor/smell inside the home upon vacating the premises, TENANT(S) agree to reimburse owner for any costs necessary in order to remove any smell or odor including, but not limited to carpet/pad replacement, window coverings, painting, disinfecting, slab staining, cleaning etc...

FINAL FUNDS / FINAL WALK-THRU

Tenant is not allowed to occupy premises until balance of certified funds is received by the owner or owner's agent prior to lease start date. If balance of certified funds is not received prior to lease start date, tenant is not allowed to occupy premises nor is agent allowed to allow tenant access to the premises.

Landlord's agent to provide "Final Walk-Thru" form. Final Walk-thru form or "List of Existing Damages" must be post-marked, email post-marked, fax post-marked, or delivered to landlord's agent within 5 days of lease start date to broker on lines 316-318 of AAR lease. If Final Walk-Thru Form or "List of Existing Damages" is not received within 5 days, tenant(s) and tenant's agent will have knowingly accepted the property in its present condition with no damages noted.

If tenant is no represented by their own agent, they acknowledge and accept these terms under the same conditions and understand that they are representing themselves in all instances concerning the terms and conditions of lease agreement and addendums.

Initials X _____



ADDENDUM B
ADDENDUM TO LEASE AGREEMENT

1) Rent is due on the first day of each month. If rent is not received by the 3rd day before 5pm, rent will not be accepted without the appropriate late fees. A late fee of \$35.00 is charged on day four plus \$5.00 per day each day hereafter.

2) If rent is not received by the 3rd day of the month, you will be served a 5-day notice for non-payment of rent. In addition to any past due rents and late fees, Desert Gateway Realty, LLC will charge you \$25.00 for the processing of this notice in addition to the charge from the third party process service company (prices will vary).

3) IF, AT ANYTIME, YOUR RENT CHECK IS RETURNED FOR NON-SUFFICIENT FUNDS, RENT FROM THAT POINT ON MUST BE PAID BY CASHIER CHECK OR MONEY ORDER. NO EXCEPTIONS. There will be a \$50.00 fee for NSF (IF APPLICABLE).

4) Any necessary additional cleaning to normal use, repairs, etc. will be deducted from the balance of your security deposit of (\$XXXX.XX) upon vacating.

5) AIR FILTERS MUST BE CHANGED MONTHLY. If unit is vacated with dirty air filters, there will be a \$25.00 charge. Any damages caused by dirty air filters will be charged to tenant.

6) Desert Gateway Realty, LLC can request an interior inspection at any time with a proper 48 hour notice.

7) No broken windows and torn or missing screens will be replaced after move-in.

8) No sprinkler heads, toilet parts & or seats, or light bulbs will be replaced after move-in.

9) No pest control services offered after initial move-in.

10) Drains will be paid and cleaned out in the event of a backup by the landlord. If the investigation finds tenant responsible repair damages, the tenant agrees to reimburse landlord within 7 calendar days of repair. In the case, where approved by landlord, tenant pays for repairs; amount of repair can be discounted from rent. Copy of original repair invoice and proof of payment must accompany rent payment.

11) After the first 30 days, the first \$55.00 of any repair or home warranty service call will be tenants' responsibility.

12) Any appointments/inspections scheduled by Desert Gateway Realty, LLC and not kept by tenant will be charged back to tenant at \$25.00 per missed appointment.

13) Prior to move out, tenant is responsible to contact Desert Gateway Realty, LLC to schedule a final move-out inspection. The electricity and water are required to be on for that final walk thru. If Desert Gateway Realty, LLC is forced to turn on the utilities at any time to perform the move-out inspection, tenant will be charged a \$150.00 service fee in addition to any turn on fees, usage charges and final billing from said utility companies. Unit is to be clean and free of repairs, to include but not limited to professional carpet cleaning only. Tenant is required to have a receipt for the "carpet cleaning. NO EXCEPTIONS.

14) No business shall be conducted out of the property without the consent of Desert Gateway Realty, LLC to include babysitting, swim lessons, etc.

15) If yard is not being maintained & or watered or the pool is not being maintained to Desert Gateway Realty, LLC & property owner's satisfaction, monthly rent may be raised to include necessary pool & yard service and monthly water bill payment with proper 30 days written notification to tenant. All trees are to be trimmed by the tenant(s) and are to be cut so that the branches are 6 feet to 8 feet off the ground. Dead trees and shrubs are to be replaced by tenant if due to not being watered. Sprinkler system maintenance is tenants' responsibility after move-in.

16) Tenant is responsible for contacting post office, HOA, or locksmith associated with the premises to have locked changed, receive mailbox keys, and to locate mailbox. The owner nor Desert Gateway Realty, LLC does not get involved with anything pertaining to mailboxes or mailbox keys.

17) Tenant is a customer of Desert Gateway Realty , LLC & its associates. Desert Gateway Realty, LLC does not represent tenant in any way..

18) Owner/Property manager inspections allowable with 48 hour written notice by email, fax, or US Mail.

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16) All security deposits may be held by Desert Gateway Realty, LLC In an interest bearing account. No interest is paid to tenant.

17) Garbage and recycle containers must be left empty upon move out or there will be a \$50.00 charge to tenant.

18) All holiday decorations to be removed from windows & exterior on or around the premises within 30 days after the holiday have passed.

19) Smoking is not permitted inside the property.

20) Occupancy of the property is limited to Tenant and his guests. Guests remaining more than FIFTEEN (15) days, without Desert Gateway Realty's written permission, shall be considered additional occupants and shall constitute a violation of this lease.

21) TENANT'S AGENT TO PROVIDE HOA WEBSITE FOR TENANT TO REVIEW AND APPROVE ALL RULES, REGULATIONS AND CC&R'S PRIOR TO LEASE START DATE. TENANT ACKNOWLEDGES READING AND APPROVING ALL RULES, REGULATIONS, AND CC&R'S OF THE SUBDIVISION.

22) Any HOA violation fines will be charged back to the tenant if they occur during the duration of the signed lease agreement.

IF TENANT IS VACATING at least thirty (30) days prior to the expiration of this lease agreement, tenant shall give Desert Gateway Realty, LLC written notice of tenant's intention to vacate the premises upon expiration of this agreement. If tenant does not give (30) days written notice, then this agreement shall continue on a month-to-month basis with an added \$100.00 per month concession fee. In the event that tenant does give notice of intent to vacate at the expiration of the lease, and tenant fails to do so, tenant will be charged up to two month's rent or to cover any damages that landlord may have incurred. Furthermore, tenant agrees to show or allow Desert Gateway Realty to show the property to prospective tenants or buyers during the last 30 days.

IN THE EVENT THAT TENANT DOES NOT COOPERATE WITH DESERT GATEWAY REALTY, LLC IN THE ALLOWING OF THE PROPERTY TO BE SHOWN, TENANT WILL BE RESPONSIBLE FOR ANY VACANCY CAUSED THEREBY. TENANT ALSO AGREES THAT DESERT GATEWAY REALTY MAY PLACE A "FOR LEASE" OR "FOR SALE" SIGN ON THE PROPERTY AT ANYTIME DURING THE TERM OF THIS LEASE, AS APPLICABLE.

ADDENDUM C

ADDENDUM TO LEASE AGREEMENT

Pursuant to A.R.S. Section 33-1334 of the Arizona Residential Landlord and Tenant Act, if a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, the landlord by service of a (30) day written notice to the tenant may adjust the amount of rent due, to equal the difference caused by new percentage amount of tax. The adjusted rent shall not occur before the date upon which the new tax is effective.

ADDENDUM D

ADDENDUM TO LEASE AGREEMENT

In the event tenant(s) abandon any personal property in the dwelling unit landlord/manager may destroy or otherwise dispose of some or all of the property if the landlord reasonably 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 sale.

In the event that payment is not made on this account and it is placed with a licensed collection agency, I/We agree to pay the fees of the collection agency equal to a maximum of 50% of the outstanding balance at the time the account is placed with the agency. Interest of 10% per year will be accrued on the account; I/We agree to pay all attorneys' fees and court costs incurred for collecting this account.

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ADDENDUM E
ADDENDUM TO LEASE AGREEMENT

LEASE ADDENDUM FOR DRUG-FREE/CRIME-FREE/GANG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, owner and resident agree as follows:

1) Resident or any members of the resident's household or a guest or other person under residents control shall not engage in criminal activity, including drug related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the controlled Substance Act [21 U.S.C. 802]).

2) Resident or any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near said premises.

3) Resident or any members of the resident's household will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household or a guest.

4) Resident or any members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises, or otherwise.

5) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in acts of violence, including, but not limited to, the unlawful display or discharge of firearms, on or near the dwelling unit premises.

6) VIOLATIONS OF THE ABOVE PROVISIONS ARE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material and irreparable noncompliance of the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of the violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8) This LEASE ADDENDUM is incorporated into the lease or renewal thereof, executed and renewed at any time between Owner/Landlord/Lesser and Resident/Lessee.

ADDENDUM F
ADDENDUM TO LEASE AGREEMENT

**COMMUNITY AND/OR PRIVATE POOL ADDENDUM
AN IMPORTANT NOTICE ABOUT POOL SAFTY**

ARIZONA DEPARTMENT OF HEALTH SERVICES POOL SAFETY RECOMMENDATIONS

The purpose of this notice is to educate residential pool owners on proper pool safety and the legal requirements of pool ownership. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed A.R.S. § 36-1681 to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety and the legal requirements of pool ownership

- A child should never be left unattended in the pool or pool area.
- A child should always be watched when in or around the pool area. Floatation devices and swimming lessons are not substitutes for supervision.
- CPR instructions and the 911 emergency numbers should be posted in the pool area.
- All residential pool owners should attend water rescue and CPR classes.

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- Lifesaving equipment should be easily accessible and stored in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.

POOL ENCLOSURE REQUIREMENT

A.R.S. § 36-1681 requires that all residential swimming pools are enclosed by a barrier. Unless a local code** provides otherwise, the barrier must:

- Be at least 5 feet high,
- Not have openings, hand holds, or footholds that can be used to climb the barrier,
- Have no openings through which an object 4 inches in diameter can pass,
- Be at least 20 inches from the water's edge, and Prevent direct access from the house to the pool.

If the wall of the residence forms part of the pool enclosure, there must be:

- A barrier at least 4 feet high between the residence and the pool, or
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 (www.astm.org), or
- Self-latching devices on all doors with direct access to the pool, and self-latching devices at least 54 inches above the floor on all emergency or rescue windows with direct access to the pool or pool area, and for all other open able windows with access to the pool or pool area, screwed in place wire more than 4 inches, or self-latching devices at least 54 inches above the floor.

A.R.S. § 36-1681(B) (3) requires that all gates for the pool enclosure be self-closing, self-latching, and open outward from the pool. The latches must be: Located at least 54 inches above the ground; or If on the pool side, with a release mechanism, located at least 5 inches below the top of the gate, and so that no opening greater than 1/2 inch is within 24 inches of the release mechanism; or Secured at any height if secured by a padlock or similar devices that requires a key, electronic opener, or integral combination.

IN AN EMERGENCY

- Shout for help.
- Pull the child from the water.
- Call 911 (or the local emergency number) for help.
- Check airway and breathing. If needed, start CPR immediately

Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intend for swimming, pursuant to A.R.S. § 36-1681(A). Phoenix, Peoria, Tucson, and some other cities and unincorporated areas of Maricopa, Pima, and Pinal counties have different pool barrier requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE