

THIS AGREEMENT (hereinafter referred to as the "Arizona Lease Agreement") is made and entered into this ____ day of _____, 2025, by and between Richard MacLean (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 350 Hidden Valley Drive, Prescott, AZ 86303 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.
2. **TERM.** This Arizona Lease Agreement shall commence on _____ and shall continue as a lease for a term of ____ months. The termination date shall be on _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:
 - (1.) Landlord and Tenant formally extend this Arizona Lease Agreement in writing or create and execute a new, written, and signed Arizona Lease Agreement; or
 - (2.) Landlord willingly accepts a month-to-month tenancy. However, if at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days before the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Arizona Lease Agreement. All other terms and conditions outlined in this Arizona Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay Landlord the sum of \$_____ per month as Rent for the Term of the Agreement. The Prescott City Privilege Tax is included in this rent amount and is paid by Landlord. The due date for Rent payment shall be the ____ day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to pay rent timely.
 - A. **First Month.** The first month's rent is required before the first due date and, in any event, before moving in.
 - B. **Delinquent Rent.** If not paid on the due date, Rent shall be considered overdue and delinquent on the 2nd day. If Tenant fails to pay any month's rent timely, Tenant will pay Landlord a late charge of \$50.00 per day in addition to rent owed until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day after the due date, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.
 - C. **Prorated Rent.** If the Commencement Date is not the 1st of the calendar month, the Rent payment remitted on the Commencement Date shall be prorated based on 30 days.
 - D. **Returned Checks.** If any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$50 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment.
 - E. **Order in which funds are applied.** Landlord will first use all funds received from Tenant for any non-rent obligations, including late charges, returned check charges, charge-backs for repairs, brokerage fees, periodic utilities, then rent, regardless of any notations on a check.
 - F. **Rent Increases.** There will be no rent increases through the Termination Date. However, if this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant effective the month following the 30th day after the notice is provided.

4. **SECURITY & CLEANING DEPOSITS.** Upon execution of this Arizona Lease Agreement, Tenant shall deposit with Landlord the sum of \$500, receipt of which is hereby acknowledged by Landlord, as a cleaning deposit. This amount is returned in full if the property is returned to the same condition as that which existed at the beginning of the rental. If it is not, it is prorated according to the amount paid for contract cleaning services.

In addition, Tenant shall deposit the sum of the first month's rent with Landlord as security for any damage caused to the Premises during the term hereof. ***This security deposit may not be used towards the last month's rent.***

A. Refund. Upon termination of the tenancy, all funds held by Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages that Landlord has suffered because of Tenant's noncompliance with the terms of this Arizona Lease Agreement or with all laws, ordinances, rules, and orders of all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

B. Deductions. Landlord may deduct reasonable charges from the security deposit for the following:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Pet violation charges;
- (5.) Replacing unreturned keys, garage door openers, or other security devices;
- (6.) The removal of unauthorized locks or fixtures installed by Tenant;
- (7.) Missing light bulbs;
- (8.) Packing, removing, and storing abandoned property;
- (9.) Removing abandoned or illegally parked vehicles;
- (10.) Costs of re-letting if Tenant is in default;
- (11.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (12.) Other items Tenant is responsible for paying under this Lease.

If deductions exceed the security deposit, Tenant will pay Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate household, consisting of _____, exclusively as a private single-family dwelling.
- (1.) **Work from Home.** Tenant shall use no part of the Premises to carry on any business, profession, or trade other than work-from-home activities such as telephone and electronic communication.
- (2.) **Guests.** - Tenant shall not allow any guests of Tenant, including Tenant's transient relatives, to use or occupy the Premises for more than one month without first obtaining Landlord's written consent.
- (3.) **Comply with laws.** Tenant shall comply with all laws, ordinances, rules, and orders of all governmental or quasi-governmental authorities affecting the premises' cleanliness, use, occupancy, and preservation.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises and that they are in good order, repair, and in a safe, clean, and tenantable condition at the time of this Lease. A photographic record will be taken and provided to Tenant at the time of rental, and a list of any defects noted.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Arizona Lease Agreement or sub-let or grant any license to use the Premises or any part thereof without Landlord's prior written consent.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without Landlord's prior written consent. All alterations, changes, and/or modifications built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease Agreement.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any dangerous, flammable, or explosive item that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, including water, electricity, gas and landline telephone, cable TV, and/or internet (if used).
11. **MAINTENANCE, REPAIR, AND RULES.** At its sole expense, Tenant will keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Arizona Lease Agreement and any renewal thereof. Landlord will be responsible for major repairs to the structure, plumbing, electrical wiring, appliances, and HVAC units due to normal wear. Without limiting the generality of the preceding, Tenant shall:

- (1.) Abide and be bound by any rules and regulations affecting the Premises that may be adopted or promulgated by the Hidden Valley Rules. These rules are provided as an addendum to this Arizona Lease Agreement.
- (2.) Not smoke inside the premises. Tenant is responsible for carpet replacement and painting if smoking damage or odor is present;
- (3.) Not leave windows or doors in an open position during any inclement weather;
- (4.) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (5.) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and shall use same only for the purposes they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (6.) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises and shall not make or permit any loud or improper noises or otherwise disturb other residents;
- (7.) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with neighbors;
- (8.) Deposit all trash, garbage, rubbish, or refuse in the City cans provided;
- (9.) Not use waterbeds;

12. DAMAGE TO PREMISES. If the Premises or part of the Premises are damaged or destroyed by fire or other casualty, not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate, and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

13. ACCESS BY LANDLORD. Landlord shall have the right at all reasonable times and with 24-hour advanced notice during the term of this Arizona Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- (1.) Inspect the Property for condition;
- (2.) Make repairs;
- (3.) Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- (4.) Exercise a contractual or statutory lien;
- (5.) Leave written notice;
- (6.) Seize nonexempt property after default.

Landlord shall have the right to access the exterior grounds at any time and without advance notice to perform yard maintenance. Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during this Lease or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default.

14. SUBORDINATION OF LEASE. This Arizona Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior, and inferior to any mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Arizona Lease Agreement, reasonable use and wear and tear thereof, and damages by the elements excepted.

16. ANIMALS. THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects, on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$50 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord will not be liable for any animal harm, injury, death, or sickness. However, Tenant is responsible for any damage or required cleaning to the Property caused by any animal.

17. INDEMNIFICATION. Landlord shall not be liable for any damage or injury to Tenant, Tenant's family, guests, invitees, agents, employees, or anyone entering the Premises or to goods or equipment in or about the Property. Tenant is aware of the inherent risks associated with the stairs, railings, and steps in the Premises that were built before current building code standards. Tenant is responsible for child-proofing the premises, should children reside in or visit the premises. Tenant agrees to indemnify, defend and hold Landlord harmless from any claims or assertions of every kind and nature.

18. DEFAULT. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any:

- Material provisions of this Arizona Lease Agreement, other than the covenant to pay rent
- Present rules and regulations or any that may be hereafter prescribed by Landlord; and
- Duties imposed on Tenant by statute,

Landlord may terminate this Arizona Lease Agreement within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof.

If Tenant fails to pay rent when due and the default continues for seven (7) days after that, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any rights and remedies available to Landlord at law or in equity or may immediately terminate this Arizona Lease Agreement.

19. INSURANCE: Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or similar coverage to protect against loss, personal injury, or liability.

20. ABANDONMENT. If at any time during the term of this Arizona Lease Agreement, Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law and without becoming liable to Tenant for damages or any payment of any kind whatever. In addition, Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the total or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Arizona Lease Agreement during the balance of the unexpired term, if this Arizona Lease Agreement had continued in force, and the net rent for such period realized by Landlord utilizing such reletting.

If Landlord's right of reentry is exercised following the abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Landlord is hereby relieved of all liability for doing so.

21. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Landlord has the right to recover all costs, court costs, damages, and attorney fees as awarded by the court.

22. GOVERNING LAW. This Arizona Lease Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Arizona. By signing this Lease Agreement Tenant acknowledges that a free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's office.

23. SEVERABILITY. If any provision of this Arizona Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Arizona Lease Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected. Instead, it shall be enforced to the maximum extent permitted by law.

24. BINDING EFFECT. The covenants, obligations, and conditions herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

25. NON-WAIVER. No delay, indulgence, waiver, non-enforcement, election, or non-election by Landlord under this Arizona Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

26. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties. This Arizona Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all parties.

27. NOTICE. Any notice required or permitted under this Lease or state law shall be delivered to Tenant at the Property address and to Landlord at the following address:

1224 Sierry Peaks Drive
Prescott, AZ 86305
928-777-9212
Richard@rmacleanllc.com

As to Landlord this _____ day of _____, 2025

LANDLORD:

Sign: _____

Print: Richard MacLean _____ Date: _____

As to Tenant, this _____ day of _____, 2025

TENANT

Sign: _____

Print: _____ Date: _____

TENANT:

Sign: _____

Print: _____ Date: _____