

Property Management: Forms and Legal Issues

Reference Material

Property Management Agreement

Residential Lease Agreement

Residential Lease Owner's Property Disclosure Statement

Notice of Abandonment

Notice of Nonrenewal of Lease Agreement

Notice of 2-Day Access

Notice to Tenant of Management Termination

Statement of Disposition of Deposits and Accounting

Move-In/Move-Out Condition Checklist

PROPERTY MANAGEMENT AGREEMENT

Document updated:
August 2010



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PARTIES

- 1. Owner: _____
- 2. Broker: SAMPLE acting through SAMPLE
FIRM NAME SALESPERSON

2. EMPLOYMENT

- 3. Owner employs and appoints Broker as Owner's sole and exclusive agent to lease, operate and manage the Property located at:
- 4. Property Address: _____
- 5. City: _____ County: _____ AZ Zip: _____
- 6. Legal description: _____ ("Property"), and any personal property
- 7. thereon as set forth on the attached addendum or _____ upon the following terms.
- 8. Addenda Incorporated: The following addenda are attached hereto and incorporated herein by reference:
- 9. _____
- 10. _____
- 11. Term: This Agreement shall commence on the _____ day of _____, 20____ ("Commencement
- 12. Date") and shall end on the _____ day of _____, 20____ ("Termination Date"). This Agreement
- 13. shall renew automatically for a period of _____ days months years unless otherwise cancelled or terminated
- 14. as provided for herein. Broker shall send Owner a reminder notice at least thirty (30) days prior to the renewal date.
- 15. This Agreement shall be immediately and automatically terminated by: (i) the sale, transfer or other disposition of legal and beneficial
- 16. title to the Property, except for a transfer of the Property to a trust or other legal entity controlled solely by Owner; (ii) condemnation
- 17. of the Property or (iii) complete destruction of the Property.
- 18. Cancellation: Either party may cancel this Agreement upon thirty (30) days notice or _____.
- 19. If Owner cancels this Agreement prior to the Termination Date or any extension thereof, Owner shall pay Broker an early
- 20. cancellation fee of _____.
- 21. Broker may cancel this Agreement immediately by notice to Owner in the event that: (i) a notice of trustee's sale or judicial
- 22. foreclosure is recorded against the Property; (ii) Owner fails or refuses to comply with any rule, order, determination, code, ordinance
- 23. or law of any governmental authority; (iii) Owner refuses to correct a hazardous condition on the Property.
- 24. Either party may cancel this Agreement immediately by notice to the other party in the event a petition in bankruptcy is filed by or
- 25. against either Owner or Broker, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any
- 26. insolvency act.
- 27. Upon cancellation of this Agreement, Owner shall assume all contractual obligations and payment of all outstanding amounts due
- 28. pertaining to the Property or arising from this Agreement. Broker may withhold funds as permitted by law to pay any amounts due,
- 29. expenses previously incurred but not yet invoiced, and to close accounts. Broker shall deliver to Owner the balance of any monies
- 30. due Owner, held by Broker, as well as a final accounting reflecting the balance of income and expenses as required by law.
- 31. Tenant Deposits Upon Termination/Cancellation: If this Agreement is terminated or cancelled for any reason other than trustee's
- 32. sale, judicial foreclosure or other forfeiture by Owner, any refundable tenant deposits will be forwarded to the Owner after notice has
- 33. been given to the tenant as required by law. If this Agreement is terminated due to trustee's sale, judicial foreclosure or other
- 34. forfeiture by Owner, any refundable tenant deposits due tenant shall be released to the tenant.

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Initials >

SAMPLE	
OWNER	OWNER

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Property Management Agreement >>

3. BROKER RESPONSIBILITIES

- 35. Management and Leasing: Broker shall use its best efforts to:
- 36. (i) Manage, supervise the maintenance of, and operate the Property.
- 37. (ii) Lease or rent the Property, including negotiating for and entering into leases on behalf of Owner, for terms not in excess of:
- 38. _____ days month(s) year(s) and rent in the amount of \$ _____ or as otherwise agreed
- 39. upon or accepted by Owner;
- 40. (iii) Collect rents, deposits, and other fees.
- 41. Marketing: Broker may advertise the Property for lease and place signs on the Property if permitted by the applicable rules and regulations or governing homeowners' association. Owner does does not authorize Broker to install and use a lockbox on the
- 42. Property containing the key to the Property. Owner acknowledges that a lockbox will permit access to the Property by other brokers,
- 43. with or without potential tenants. Owner further acknowledges that, from time to time, unauthorized persons may have gained access
- 44. to properties using lockboxes, and Broker is not insuring Owner or any occupant against theft, loss or vandalism resulting from any
- 45. access. Owner agrees that the Property will not be advertised through MLS unless Owner executes and delivers to Broker a
- 46. separate written agreement for listing the Property in the MLS.
- 47.
- 48. (OWNER'S INITIALS REQUIRED) _____
OWNER OWNER
- 49. Tenant Performance: Broker shall make reasonable efforts to screen potential tenant(s) and to collect rents, but does not guarantee
- 50. future performance of tenant(s) and is not obligated to refund to Owner any compensation or commissions in the event of tenant breach.
- 51. Repair and Maintenance: Broker shall assist Owner in the employment and supervision of all labor and contractors required for the
- 52. repair and maintenance of the Property at Owner's expense. All labor and contractors shall be deemed sub-contractors of the Owner
- 53. and not the Broker unless otherwise agreed in writing, and Broker shall not be liable or responsible for their acts, defaults or
- 54. negligence. Owner shall approve all expenditures in excess of \$ _____ for any one item, including repairs to be paid
- 55. by deductions from tenant's deposits, except that no Owner approval shall be required for recurring operating expenses or
- 56. emergency repairs if in the sole discretion of the Broker such repairs are necessary to protect the Property from damage or to
- 57. maintain services to the tenant as required by the lease(s).
- 58. Property Management Trust Account: Broker shall deposit all Property rents, miscellaneous income, tenant security deposits and
- 59. Owner's reserve funds into Broker Property Management Trust Account(s) ("PMTA"), which shall be maintained as required by law.
- 60. The PMTA may earn interest, which shall be paid to Broker as additional compensation for Broker's services.
- 61. Disbursements: Broker shall disburse to Owner by the _____ day of the month or the first business day thereafter, rent and
- 62. other funds due and collected, after deducting all fees, bills or other amounts due, Broker compensation, commissions, and other
- 63. operating expenses and funds required to maintain the reserve account. Broker shall not disburse tenant's refundable security
- 64. deposits, prepaid rent or other prepaid funds to Owner until earned, unless instructed otherwise by Owner.
- 65. Accounting Report: Broker shall issue Owner a report with an accounting of all funds collected and/or disbursed on the Owner's
- 66. behalf, including the balance of the tenant security deposits
- 67. monthly quarterly annually other _____ or as otherwise required by law.
- 68. Tax Reporting: Broker shall report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous Income form for
- 69. all funds received for tax purposes. Owner agrees to complete a W-9 or other applicable income reporting form with an accurate
- 70. Social Security Number or Tax Identification Number, and address, in addition to any other requested information or required tax
- 71. reporting form; and to notify Broker if changes require the information to be updated.
- 72. Personal Information: Broker shall comply with all applicable laws concerning the retention and disclosure of personal and financial
- 73. information obtained from both Owner and tenant.

4. OWNER REPRESENTATIONS AND RESPONSIBILITIES

- 74. Owner Representation: Owner represents that (i) Owner has the legal authority to lease the Property, (ii) no other real estate broker
- 75. represents Owner in connection with the Property; (iii) there is no pending or anticipated sale, exchange, transfer, foreclosure,
- 76. bankruptcy or other proceeding that could affect the ability to lease the Property. Owner shall immediately notify Broker of any
- 77. changes in these representations.
- 78. Disclosure: Owner shall disclose in writing all material (important) facts regarding the Property to Broker, including all physical,
- 79. environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety
- 80. codes. Owner shall immediately notify Broker of any changes in the disclosures made herein or otherwise. Owner acknowledges that
- 81. the failure to make legally required disclosures may result in civil liability.
- 82. (OWNER'S INITIALS REQUIRED) _____
OWNER OWNER

Property Management Agreement >>

5. COMPENSATION

- 129. Owner agrees to compensate Broker for services rendered as set forth below.
- 130. Management Fees: Management fee(s) will be charged each month during the term of this Agreement regardless of whether or not
- 131. the Property is occupied by a tenant, as follows:
 - 132. Owner agrees to pay Broker a management fee of _____ when the
 - 133. Property is leased to a tenant.
 - 134. Owner agrees to pay Broker a management fee of _____ when the
 - 135. Property is vacant.
 - 136. Owner agrees to pay Broker _____
 - 137. _____
 - 138. _____
 - 139. _____
 - 140. _____
 - 141. Management fees shall not be charged on sales tax.
 - 142. Leasing Commission: Owner agrees to pay Broker a commission of _____ if Broker produces a
 - 143. ready, willing and able tenant, or if a rental of the Property is made by Owner or through any other broker, or otherwise, during the
 - 144. term of this Agreement for services rendered. Owner agrees to pay a commission of _____ for
 - 145. any holdovers or rental renewal, regardless of whether or not this Agreement has expired.
 - 146. Sales Commission: Owner agrees to pay Broker a commission of _____ if during the term of
 - 147. any lease of the Property, including any renewals or holdovers, or within _____ days after lease termination, any tenant or
 - 148. tenant's heirs, executors or assigns enter into an agreement with Owner to purchase the Property.
 - 149. Miscellaneous Owner Fees: Owner agrees to pay Broker the following fees for additional services:
 - 150. Initial clean up /Property preparation fee: \$ _____
 - 151. Set up fee: \$ _____
 - 152. Marketing and Advertising fee: \$ _____
 - 153. Insurance coordination fee: \$ _____
 - 154. Document duplication fee: \$ _____
 - 155. Re-key fee: \$ _____
 - 156. Statutory agent fee: \$ _____
 - 157. Other: _____
 - 158. _____
 - 159. _____
 - 160. Other professional service fees shall be established by separate written agreement.
 - 161. Broker does does not charge for in-house services. (Explain) _____
 - 162. _____
 - 163. Miscellaneous Tenant/Third Party Fees: Owner agrees that Broker may charge the tenant the following fees, which Broker shall
 - 164. retain as additional compensation for services:
 - 165. Application fee: \$ _____
 - 166. Not Sufficient Funds (returned check) fee: \$ _____
 - 167. Service of notice fee: \$ _____
 - 168. Late fee: \$ _____
 - 169. Other: _____
 - 170. COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR
 - 171. ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE
 - 172. BROKER AND OWNER.

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Initials>

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OWNER					OWNER

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Property Management Agreement Form >>

6. REMEDIES

- 173. **Alternative Dispute Resolution:** Owner and Broker agree to mediate any dispute or claim arising out of or relating to this
- 174. Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or
- 175. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an
- 176. arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute
- 177. shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate
- 178. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be
- 179. entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within
- 180. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the
- 181. right to resort to court action.
- 182. **Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded
- 183. their reasonable attorney fees and costs. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to
- 184. investigators, and arbitration costs.

7. ADDITIONAL TERMS AND CONDITIONS

- 185. _____
- 186. _____
- 187. _____
- 188. _____
- 189. _____
- 190. _____
- 191. _____
- 192. _____
- 193. _____
- 194. _____
- 195. _____
- 196. _____
- 197. _____
- 198. _____
- 199. _____
- 200. _____
- 201. _____
- 202. _____
- 203. _____

- 204. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations.
- 205. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior
- 206. consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 207. **Other Owners:** Owner acknowledges and agrees that Broker may now or in the future represent other owners and tenants of
- 208. other similar properties.
- 209. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 210. **Notices/Statements/Reports:** Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice")
- 211. required or permitted hereunder shall be in writing addressed to Owner or Broker as indicated in Sections 8 and 9 and deemed
- 212. delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses
- 213. are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
- 214. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.

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Initials >

S A M P L E	S A M P L E
OWNER	OWNER

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Property Management Agreement >>

- 215. Days: All references to days shall be deemed to be calendar days unless otherwise provided.
- 216. Entire Agreement: This Agreement and any addenda and attachments shall constitute the entire Property Management Agreement
- 217. between Owner and Broker, shall supersede any other written or oral agreements, and can be modified only by a writing signed by
- 218. Owner and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of
- 219. this Agreement. The failure to initial any page of this Agreement shall not affect its validity or terms.

- 220. The undersigned agree to the terms and conditions set forth herein.

8. OWNER

221. SAMPLE ^ OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR SAMPLE ^ OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR

222. SAMPLE OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME SAMPLE OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

223. ADDRESS ADDRESS

224. CITY STATE ZIP CODE CITY STATE ZIP CODE

225. TELEPHONE FAX TELEPHONE FAX

226. EMAIL EMAIL

227. SAMPLE EMERGENCY CONTACT AUTHORIZED TO ACT ON OWNER'S BEHALF SAMPLE TELEPHONE EMAIL

9. BROKER

228. SAMPLE ^ BROKER SIGNATURE MO/DA/YR SAMPLE ^ SALESPERSON'S SIGNATURE MO/DA/YR

229. SAMPLE PRINT SALESPERSON'S NAME AGENT CODE MO/DA/YR

230. BROKER FIRM NAME FIRM CODE

231. ADDRESS CITY STATE ZIP CODE

232. TELEPHONE FAX

233. EMAIL

For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials SAMPLE Broker's Initials SAMPLE Date _____
 MO/DA/YR

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TENANT ATTACHMENT

Document updated:
February 2014



This attachment is intended to be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.



ATTENTION TENANT!

YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

- 1. Read the entire agreement *before* you sign it.
- 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- 3. You are *strongly* urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. If a Residential Lease Owner's Property Disclosure Statement is provided, carefully review that document. This information comes directly from the Landlord. Investigate any blank spaces.
- 6. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act*, a copy of which can be obtained on the Department of Housing website: www.azhousing.gov.

You can obtain information about considerations when renting a property through the Tenant Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing.

Verify anything important to you.

Tenant's Check List

Initials >

SALE
TENANT | TENANT

Residential Lease Agreement >>

38. All Earnest Money shall consist of immediately available funds and is subject to collection. In the event any payment for Earnest Money is
39. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Lease Agreement by
40. notice to Tenant. Upon acceptance of this Lease Agreement by all parties, all Earnest Money shall be applied to deposits and/or initial rents.

41. **Periodic Rental Due Date:** The Rent and all other accrued charges shall be due and payable no later than 5:00 p.m. on the _____ day
42. of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required
43. to accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Lease Agreement, Landlord may adjust
44. the amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

45. **Rent:** Tenant shall pay monthly installments of \$ _____ plus any applicable sales taxes, which are currently
46. \$ _____, totaling \$ _____ ("Rent") to: _____
47. at: _____

48. **Late Charges and Returned Payments:** A late charge of \$ _____ shall be added to all Rent not received
49. by 5:00 p.m. on the due date or _____ days after due date and shall be collectible as Rent. Tenant shall pay a charge of
50. \$ _____ for all funds dishonored for any reason, in addition to the late charge provided herein.
51. These additional charges shall be collectible as Rent. If a Rent payment has been returned unpaid for any reason,
52. Landlord shall be entitled to demand that all sums due pursuant to this Lease Agreement be paid in the form of a cashier's
53. check or money order.

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

57. **Rent Proration:** If Rent is being prorated for a period other than a full month, Tenant shall pay on _____ \$ _____ plus any
58. applicable sales tax of \$ _____, totaling \$ _____ for the prorated period beginning _____ and ending _____
MO/DAYR MO/DAYR MO/DAYR

59. **Note:** The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but
60. not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the
61. ARLTA does not prohibit a tenant from voluntarily paying more than one and one-half month's Rent in advance.
62. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts
63. were calculated and does not limit a landlord's right to use all deposit amounts as permitted by the ARLTA.
64. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.
65. **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

66. **Initial Rent Payment:** \$ _____

67. **Refundable Security Deposit Due:** "Security Deposit" is given to assure payment or performance under this Lease Agreement.
68. "Security Deposit" does not include a reasonable charge for redecorating or cleaning.

69. Security deposit: \$ _____
70. Pet deposit: + \$ _____ (assistive and service animals are not considered "pets")
71. Cleaning deposit: + \$ _____

72. **Non-refundable Charges Due:**

73. Cleaning Fee: + \$ _____ (for additional cleaning and sanitizing of the Premises after Tenant vacates)
74. Redecorating Fee: + \$ _____ (for periodic repair/replacement of floor and window coverings, paint and
75. decorative items after Tenant vacates)
76. Pet Cleaning Fee: + \$ _____ (for additional wear, tear and cleaning after Tenant vacates)
77. (assistive and service animals are not considered "pets")
78. Other Fee: + \$ _____ (for _____)

79. **Tax Due on Initial Rent and Non-refundable Charges Paid to Landlord:**

80. Sales tax charged: + \$ _____ City rental tax rate _____ % Taxable amount \$ _____

81. **Total Required Payment:** \$ _____
82. Less Earnest Money - \$ _____

83. **BALANCE DUE (CERTIFIED FUNDS):** \$ _____ to be delivered to Landlord on or before _____
MO/DAYR

84. **Refundable deposits will be held:** by Landlord in Broker's Trust Account _____
SAMPLE
BROKERAGE FIRM NAME

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LANDLORD LANDLORD

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SAMPLE
TENANT TENANT

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Residential Lease Agreement >>

85. No refundable deposit shall be transferred from the Broker's Trust Account to anyone other than Tenant without ten (10) calendar days' written notice to Tenant. If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises are surrendered to Landlord at the termination or expiration of this Lease Agreement in a clean and undamaged condition acceptable to Landlord, Landlord shall return the refundable deposits to Tenant within the time period provided for in the ARLTA. However, if the Premises are delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the refundable deposits and hold Tenant liable for any additional charges.

91. **Application/Credit/Background Contingency:** A credit/background report(s) application fee of \$ _____ is due by separate payment and is non-refundable. This Lease Agreement is contingent on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Lease Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Lease Agreement may be reported to any credit bureau or reporting agency.

101. **Pets** (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets."
102. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of Landlord.
103. Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: _____ and Tenant
104. _____
105. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet(s) with a minimum of \$ _____ coverage and cause Landlord to become an "additional insured" under the policy.

107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: Door Pool Mail Box
108. Entry Gate Other: _____ and garage door openers upon possession.
109. Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned unless expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: _____

117. **Association:** Premises is located within a community association(s): Yes No If Yes, explain: _____

119. **Association Dues:** If applicable, homeowners' and other association dues and assessments shall be paid by Landlord.

120. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:

- 121. A. Pool Maintenance:
 - 122. Cleaning/Routine Maintenance: Landlord Tenant Association Not applicable
 - 123. Pool Chemicals: Landlord Tenant Association Not applicable
- 124. B. Routine Pest Control: Landlord Tenant Association Not applicable
- 125. C. Yard Maintenance:
 - 126. Front Yard: Landlord Tenant Association Not applicable
 - 127. Back Yard: Landlord Tenant Association Not applicable
- 128. D. Other: _____ Landlord Tenant Association Not applicable

129. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and 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 disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires Landlord to provide maintenance,

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SAMPLE
LANDLORD LANDLORD

<Initials

Initials>

SAMPLE
TENANT TENANT

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Residential Lease Agreement >>

137. make repairs, or otherwise requires Landlord to take action as required by the ARLTA, including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or component thereof. In the event Tenant notifies Landlord in writing of any condition requiring Landlord to make repairs or perform maintenance, such notice shall constitute permission from Tenant for Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowners' association or other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition.

147. **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners' association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowners' association, state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease Agreement, Landlord may make immediate amendments to bring this Lease Agreement into compliance with the law. In such event, Landlord agrees to give Tenant notice that this Lease Agreement has been amended and shall provide a brief description of the amendment and the effective date.

154. **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under Tenant's control to ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules and Law.

(TENANT'S INITIALS REQUIRED) SAMPLE
TENANT TENANT

160. **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under Tenant's control shall not engage in or facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity (state, federal or other municipality), including drug-related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of Tenants, Landlord, Landlord's representatives, agents or others.

165. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

167. **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed in writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice; Landlord and Tenant expressly relieve and indemnify brokers from any and all liability and responsibility for compliance with any applicable pool barrier laws and regulations.

(TENANT'S INITIALS REQUIRED) SAMPLE
TENANT TENANT

173. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify Tenant of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Tenant with any LBP risk assessments or inspections of the Premises in the Landlord's possession; (iii) provide Tenant with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

178. The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

(TENANT'S INITIALS REQUIRED) SAMPLE
TENANT TENANT

OR

183. Premises were constructed in 1978 or later.

(TENANT'S INITIALS REQUIRED) SAMPLE
TENANT TENANT

185. **Smoke Detectors:** The Premises does does not contain smoke detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from the Premises.

188. **Carbon Monoxide Detectors:** The Premises does does not contain carbon monoxide detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from the Premises.

>>

 SAMPLE
LANDLORD LANDLORD

<Initials

Initials>

 SAMPLE
TENANT TENANT

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Residential Lease Agreement >>

- 191. **Fire Sprinklers:** The Premises does does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the
- 192. sprinklers are not working properly or are missing from the Premises.
- 193. **Alterations and Improvements:** Tenant shall not make any alterations, changes or improvements to the Premises without
- 194. Landlord's prior written consent. Tenant may be held responsible for any damages resulting from unauthorized alterations, changes
- 195. or improvements as well as the cost to restore the Premises to its move-in condition.
- 196. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable
- 197. risks except for that caused by Landlord's negligence. Landlord strongly recommends that Tenant obtain and keep renter's insur-
- 198. ance in full force and effect during the full term of this Lease Agreement.
- 199. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to inspect;
- 200. make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises to
- 201. prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without consent of Tenant in
- 202. case of emergency. Landlord shall not abuse the right to access or use it to harass Tenant. Except in case of emergency, Tenant's
- 203. written request for repairs, or if it is impracticable to do so, Landlord shall give Tenant at least two days' notice in writing of the intent to enter
- 204. and enter only at reasonable times.
- 205. **Tenant Obligations upon Vacating Premises:** Upon termination of this Lease Agreement, Tenant shall surrender the Premises
- 206. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will
- 207. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord/Property
- 208. Manager/Authorized Representative. Tenant shall have all utilities on until completion of the move-out inspection.
- 209. **Trustee's Sale Notice:** Per A.R.S. § 33-1331 Landlord shall notify Tenant in writing within five (5) days of receipt of a notice of trustee's
- 210. sale or other notice of foreclosure on the Premises. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale
- 211. or other notice on the Premises. Landlord shall not allow the Premises to be foreclosed.
- 212. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to
- 213. enter the Premises to retrieve and store Tenant's personal property if Tenant dies during the term of this Lease Agreement. In the event
- 214. of Tenant's death during the term of this Lease Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
- 215. **Breach:** In the event of a breach of this Lease Agreement, the non-breaching party may proceed against the breaching party in
- 216. any claim or remedy that the non-breaching party may have in law or equity.
- 217. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this
- 218. Lease Agreement shall be awarded all their reasonable attorney fees and costs, along with all costs and fees incurred as a result of any
- 219. collection activity. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.
- 220. **Servicemembers' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders
- 221. for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of
- 222. 90 days or more, Tenant may terminate this Lease Agreement by delivering written notice and a copy of Tenant's official military
- 223. orders to Landlord. In such a case, this Lease Agreement shall terminate 30 days after the next monthly rental payment is due. Military
- 224. permission for base housing does not constitute a change of permanent station order.
- 225. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Lease Agreement shall be treated as an original.
- 226. This Lease Agreement and any other documents required by this Lease Agreement may be executed by facsimile or other electronic
- 227. means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-
- 228. based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument,
- 229. and each counterpart shall be deemed an original.
- 230. **Entire Agreement:** This Lease Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord and
- 231. Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a writing signed by
- 232. Landlord and Tenant. The failure to initial any page of this Lease Agreement shall not affect the validity or terms of this Lease Agreement.
- 233. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
- 234. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor
- 235. shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or any other provision.
- 236. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.
- 237. **Subordination:** This Lease Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any
- 238. other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any subor-
- 239. dination agreements or other similar documents presented by Landlord within three (3) days of delivery.
- 240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Lease Agreement and the price and terms herein.
- 241. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

>>

SAMPLE	
LANDLORD	LANDLORD

<Initials

Initials>

SAMPLE	
TENANT	TENANT

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Residential Lease Agreement >>

242. **Construction of Language:** The language of this Lease Agreement shall be construed according to its fair meaning and not
243. strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances
244. and context.

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

248. **Days:** All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m.
249. and end at 11:59 p.m.

250. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall
251. be delivered to Landlord at the address set forth herein and to Tenant at the Premises and shall be sent by registered or certified
252. mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or five
253. (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.

254. **Additional Terms:**

255. _____ SAMPLE _____
256. _____
257. _____
258. _____
259. _____ SAMPLE _____
260. _____
261. _____
262. _____
263. _____ SAMPLE _____
264. _____
265. _____
266. _____
267. _____ SAMPLE _____
268. _____
269. _____
270. _____

271. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord
272. and Tenant Act is available through the Arizona Department of Housing; (ii) Landlord shall furnish upon move-in, a move-in
273. form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord
274. within five (5) days or _____ days of occupancy or Tenant accepts the Premises in its existing condition; (iii)
275. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and
276. agrees to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eight) 8 pages of
277. the Lease Agreement and any addenda.

278. **INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**
279. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**
280. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**
281. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**
282. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**

283. (LANDLORD'S INITIALS REQUIRED) _____ SAMPLE _____
LANDLORD LANDLORD

284. (TENANT'S INITIALS REQUIRED) _____ SAMPLE _____
TENANT TENANT

285. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed
286. copy delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or
287. by Tenant no later than _____ at _____ a.m. p.m., Mountain Standard Time. Tenant may
288. withdraw this offer at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and
289. time, this offer shall be deemed withdrawn.

>>

SAMPLE
LANDLORD LANDLORD

<Initials

Initials>

SAMPLE
TENANT TENANT

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Residential Lease Agreement >>

290. THIS LEASE AGREEMENT CONTAINS (EIGHT) 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE
291. ENSURE THAT YOU HAVE RECEIVED AND READ ALL (EIGHT) 8 PAGES AS WELL AS ANY ADDENDA AND ATTACHMENTS.

292. **Broker on behalf of Tenant:**

293. SAMPLE SAMPLE
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

294. _____
FIRM ADDRESS CITY STATE ZIP CODE

295. _____
TELEPHONE FAX EMAIL

296. **Agency Confirmation:** The Broker is the agent of (check one):

297. Tenant exclusively; or both Tenant and Landlord

298. **The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy**
299. **hereof including Tenant Attachment.**

300. SAMPLE SAMPLE
^ TENANT'S SIGNATURE MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

301. _____
ADDRESS

302. _____
CITY STATE ZIP CODE

LANDLORD ACCEPTANCE

303. **Broker on behalf of Landlord:**

304. SAMPLE SAMPLE
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

305. _____
FIRM ADDRESS CITY STATE ZIP CODE

306. _____
TELEPHONE FAX EMAIL

307. **Broker is not authorized to receive notices or act on behalf of Landlord unless indicated below.**

308. **Agency Confirmation:** The Broker is the agent of (check one):

309. Landlord exclusively; or both Landlord and Tenant

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

312. SAMPLE _____
NAME TELEPHONE

313. SAMPLE _____
FIRM TELEPHONE

314. _____
ADDRESS CITY STATE ZIP CODE

315. **Person authorized to receive service of process, notices, and demands is:**

316. SAMPLE
NAME / LANDLORD'S NAME

317. SAMPLE _____
c/o PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE TELEPHONE

318. _____
ADDRESS CITY STATE ZIP CODE

>>

SAMPLE
LANDLORD LANDLORD

<Initials

Initials>

SAMPLE
TENANT TENANT

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Residential Lease Agreement >>

319. **Landlord Acknowledgment:** Landlord has read this entire Lease Agreement. Landlord acknowledges that Landlord understands the
320. terms and conditions contained herein. Landlord accepts and agrees to be bound by the terms and conditions of this Lease Agreement.
321. Landlord has received a signed copy of this Lease Agreement and directs the Broker to deliver a signed copy to Tenant, and to any other
322. Broker involved in this Lease Agreement.

323. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL
324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**

325. Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Lease Agreement
326. and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord
327. should sign both Lease Agreement and Counter Offer.)

328. _____ **SAMPLE** _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

329. _____ **SAMPLE** _____
PRINT LANDLORD NAME

330. _____ **SAMPLE** _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

331. _____ **SAMPLE** _____
PRINT LANDLORD NAME

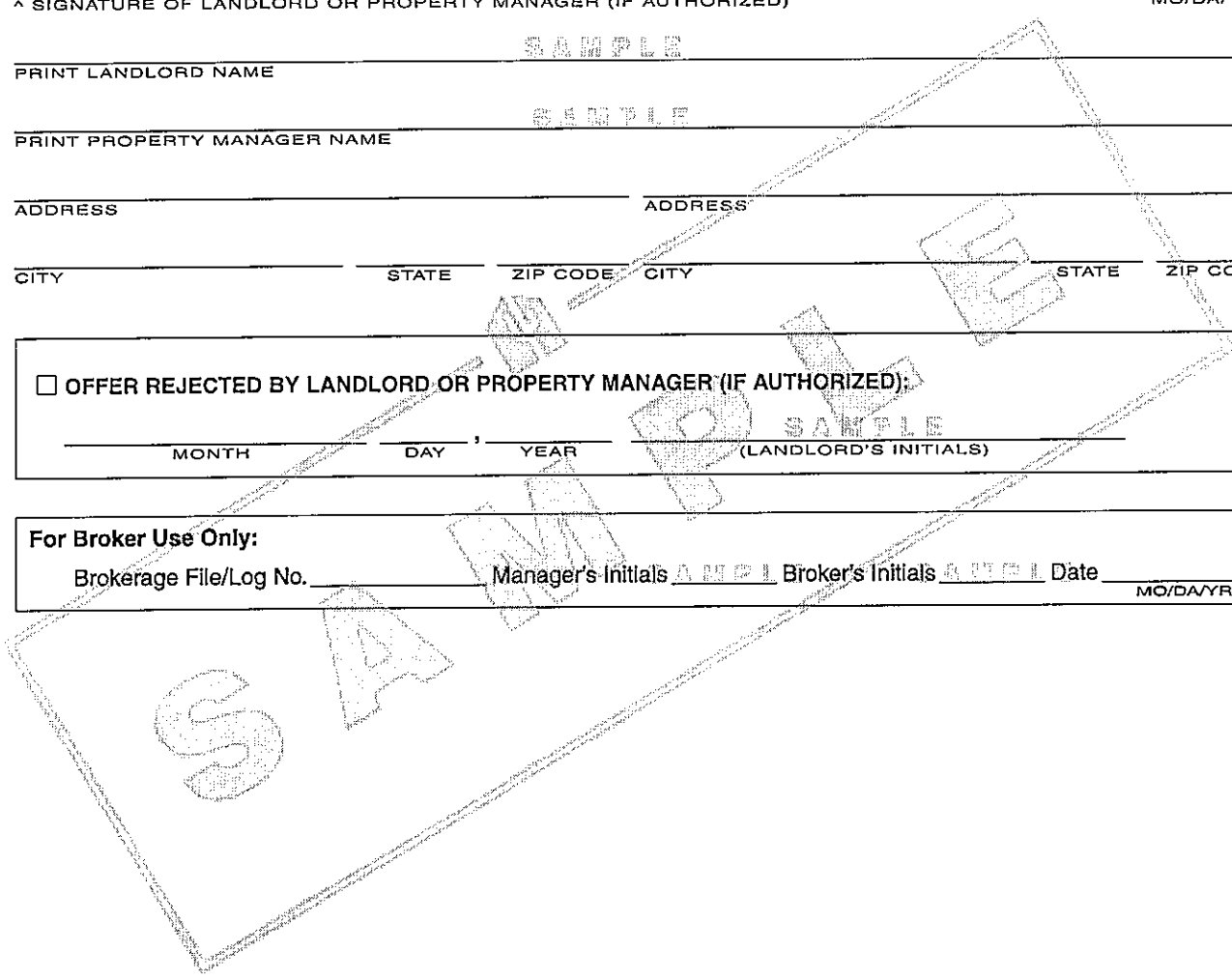
332. _____ **SAMPLE** _____
PRINT PROPERTY MANAGER NAME

333. _____ ADDRESS _____ ADDRESS _____

334. _____ CITY _____ STATE _____ ZIP CODE _____ CITY _____ STATE _____ ZIP CODE _____

335. OFFER REJECTED BY LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED):
_____ **SAMPLE** _____
MONTH DAY YEAR (LANDLORD'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR



SAMPLE
LANDLORD LANDLORD

<Initials

Initials>

SAMPLE
TENANT TENANT

NOTICE OF ABANDONMENT

Document updated:
August 2013



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1. To: SAMPLE and All Occupants

2. Premises: SAMPLE

3. Pursuant to A.R.S. §33-1370, you are hereby notified that the Landlord considers the above referenced leased Premises to be abandoned as of _____ and is taking action for one of the following reasons:

MO/DA/YR

5. Personal Property Present

6. A. You have been absent from the Premises for at least seven (7) days without notice to the Landlord;

7. B. Rent is past due for at least ten (10) days; and

8. C. Your personal property is still on the Premises, however there is no reasonable evidence that you are still residing on the Premises.

9. No Personal Property Present

10. A. You have been absent from the Premises for at least five (5) days without notice to the Landlord;

11. B. Rent is past due for at least five (5) days; and

12. C. All of your personal property has been removed from the Premises.

13. You have five (5) days after the posting and mailing of this Notice in which to notify the Landlord/Property Manager that you have in fact not abandoned the Premises. Unless you contact the Landlord/Property Manager, the Landlord/Property Manager shall enter and retake possession of the leased Premises five (5) days after the above referenced date, at which time the Landlord/Property Manager will take any/all actions necessary to retake the Premises, including changing door locks, taking an inventory of any personal belongings left in the unit and placing them in storage for ten (10) days at which time they will be disposed of or sold. If provided for by a written rental agreement, the Landlord/Property Manager may destroy or otherwise dispose of some or all of the property if the Landlord/Property Manager 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 the sale. A.R.S. §33-1370(E).

21. To prevent loss of the leased Premises and/or for information on how to regain entry to the Premises and obtain possession of personal property, please contact:

23. SAMPLE
LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S SIGNATURE

24. SAMPLE
LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

25. _____
ADDRESS CITY STATE ZIP CODE

26. _____
TELEPHONE EMAIL

27. Notice Delivered this _____ day of _____, 20____

28. Certified or Registered mail

29. Receipt Number: SAMPLE

30. AND

31. Posted on the Premises

Pursuant to A.R.S. §33-1370, the landlord shall send the tenant a notice of abandonment by certified mail, return receipt requested, addressed to the tenant's last known address and to any of the tenant's alternate addresses known to the landlord. The landlord shall also post a notice of abandonment on the door to the dwelling unit or any other conspicuous place on the property for five days.

NOTICE OF NONRENEWAL OF LEASE AGREEMENT

Document updated:
August 2013



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1. To: SAMPLE and All Occupants

2. Premises: SAMPLE

3. **NONRENEWAL OF LEASE**

4. The term of your present Lease Agreement is due to expire and will not be renewed.

5. You must vacate the Premises no later than _____ at _____ a.m./p.m.
MO/DA/YR

6. **NONRENEWAL OF MONTH-TO-MONTH TENANCY**

7. Pursuant to A.R.S. §33-1375(B), you are hereby notified that the Landlord has elected to terminate your month-to-month tenancy. Your tenancy will terminate on _____ at _____ a.m./p.m., which is at least 30 days after your next rental due date.
MO/DA/YR

10. All rent must be paid through the end of your Lease Agreement and your security deposit(s) may not be used for your last month's rent. Your security deposit(s) will be applied towards any damages beyond normal wear and tear. Please notify the Landlord/Property Manager of your forwarding address so that your refundable security deposit(s), minus any deductions, may be mailed to you. In most circumstances, pursuant to A.R.S. §33-1321(C), you may require that the landlord notify you of when the move out inspection will occur.

14. If you remain in possession beyond the date set forth above, your conduct will be deemed willful and you will be considered a "holdover tenant" at which point the landlord may bring an action for possession and may recover damages in an amount equal to not more than two month's periodic rent or twice the actual damages sustained by the landlord, whichever is greater. A.R.S. §33-1375(C).

17. **Landlord/Property Manager**

18. _____
LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S SIGNATURE

19. SAMPLE
LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

20. _____
ADDRESS CITY STATE ZIP CODE

21. _____
TELEPHONE EMAIL

22. Notice Delivered this _____ day of _____, 20____

23. Certified or Registered mail

24. Receipt Number: SAMPLE

25. Hand Delivered

26. Acknowledgement of Hand Delivery by Tenant: SAMPLE

Pursuant to A.R.S. §33-1313, receipt of notice occurs when the notice is actually received, delivered in hand to the tenant, or mailed by registered or certified mail to the tenant at the place held out by the tenant as the place for receipt of the communication or, in the absence of such designation, to the tenant's last known place of residence. If notice is mailed by registered or certified mail, the tenant is deemed to have received such notice on the date the notice is actually received by tenant or five days after the date the notice is mailed, whichever occurs first.

NOTICE OF CANCELLATION OF PROPERTY MANAGEMENT AGREEMENT

Document updated:
February 2014



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1. This is a Notice of Cancellation of the Property Management Agreement dated _____ MO/DA/YR

2. between _____ and
(OWNER / LANDLORD) **SAMPLE**

3. _____
(BROKERAGE FIRM) **SAMPLE**

4. on the following Property(ies):

5. _____
6. _____ **SAMPLE**
7. _____

8. The Property Management Agreement will terminate on _____ MO/DA/YR

9. Per A.R.S. § 33-1902 you are required within ten days of the above termination date to notify the county assessor of a new statutory agent on your behalf. As of the termination date above we will no longer accept any notices, rent, or other items belonging to you or on your behalf for this Propert(ies). All items will be returned to sender and you will not be notified by our office. Unless otherwise instructed in writing the items identified in A.R.S. § 32-2173(B) will be sent to the owner at the owner's last known address.

13. ^ SALESPERSON/PROPERTY MANAGER _____ DATE _____
SAMPLE

14. ^ BROKER _____ DATE _____
SAMPLE

STATEMENT OF DISPOSITION OF DEPOSITS AND ACCOUNTING



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Date of Termination of Tenancy and Delivery of Possession: _____

2. To: SAMPLE and All Occupants

3. Premises: SAMPLE

4. Pursuant to A.R.S. §33-1321(D) the following discloses to you the disposition of your deposits* and provides an itemized list of all deductions from your deposits.

6. **Refundable Security Deposits**

7. Security Deposit	\$	_____
8. Pet Deposit	\$	_____
9. Cleaning Deposit	\$	_____
10. Credits <u>SAMPLE</u>	\$	_____
11. Other _____	\$	_____
12. TOTAL	\$	_____

13. **Non-refundable Charges**

14. Cleaning Fee	\$	_____
15. Redecorating Fee	\$	_____
16. Pet Fee <u>SAMPLE</u>	\$	_____
17. Re-Key Fee	\$	_____
18. Other <u>SAMPLE</u>	\$	_____
19. TOTAL	\$	_____

20. **ITEMIZED LIST OF DEDUCTIONS**

21. Unpaid rent from _____ to _____*	\$	_____
22. Late Charges*	\$	_____
23. Damages <u>SAMPLE</u>	\$	_____
24. Cleaning	\$	_____
25. Unpaid utilities*	\$	_____
26. Yard Maintenance*	\$	_____
27. Pool Maintenance*	\$	_____
28. Other costs incurred permitted by Arizona law and/or the lease*		
29. Advertisement and/or commission to re-rent*	\$	_____
30. Other _____	\$	_____
31. Other <u>SAMPLE</u>	\$	_____
32. Other _____	\$	_____
33. Other _____	\$	_____

34. Judgment attached if applicable

35. **TOTAL** \$ SAMPLE

36. **AMOUNT OF REFUNDABLE DEPOSITS** \$ SAMPLE

37. (Negative number indicates Balance Due to Landlord)**

>>

Statement of Disposition of Deposits and Accounting >>

38. * If applicable and in accordance with the Lease Agreement and/or A.R.S. §33-1370, the referenced amount has been calculated
39. through the end of the Lease Agreement or until the date on which the Premises was re-rented, whichever date is earlier. If
40. calculated through the end of the Lease term and the Premises is re-rented prior to expiration of the Lease Agreement, the
41. amount owed will be reduced accordingly. If any amounts set forth above are estimates and the actual cost is less than the
42. estimate an updated disposition and refund will be forwarded to you; if the actual cost is greater than the estimate an updated
43. disposition and demand will be forwarded to you.

44. ** Demand is hereby made for full payment of the balance due plus payment of any Judgments entered against you (if applicable)
45. within ten days of this Notice. Your refundable deposits will be applied to the foregoing amounts first and then, if appropriate,
46. toward payment of the Judgment (if applicable).

47. This statement is an attempt to collect a debt. Any information obtained will be used to collect the debt owed. Unless you dispute the
48. validity of the debt, or any portion thereof, within 30 days of the receipt of this statement, it will be assumed to be valid. If your
49. dispute of the debt is received in writing, debt verification or a copy of judgment will be obtained and mailed to you. If requested in
50. writing within 30 days of receipt of this statement, the original creditor's name and address will be provided. Pursuant to 15 U.S.C. §
51. 1692E(11), please be advised that this communication is from a landlord or property manager, which may, in this case, be acting as
52. or on behalf of a debt collector.

53. **Landlord/Property Manager**

54. _____
^ LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S SIGNATURE

55. _____
LANDLORD/PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

56. _____
ADDRESS CITY STATE ZIP CODE

57. _____
TELEPHONE EMAIL

58. Notice Delivered this _____ day of _____, 20_____

59. Certified or Registered mail sent to the following address:
60. _____

61. Receipt Number: _____

62. Hand Delivered

63. Acknowledgement of Hand Delivery by Tenant: _____

Pursuant to A.R.S. §33-1313, receipt of notice occurs when the notice is actually received, delivered in hand to the tenant, or mailed by registered or certified mail to the tenant at the place held out by the tenant as the place for receipt of the communication or, in the absence of such designation, to the tenant's last known place of residence. If notice is mailed by registered or certified mail, the tenant is deemed to have received such notice on the date the notice is actually received by tenant or five days after the date the notice is mailed, whichever occurs first.

21

MOVE-IN / MOVE-OUT CONDITION CHECKLIST



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THIS CHECKLIST is hereby made a part of the Residential Lease Agreement dated _____ by and between
 Landlord: SAMPLE
 Tenant: SAMPLE
 Premises Address: _____
 Move-in Date _____ Move-out Date _____
 Inspection Date _____ Inspection Date _____

Complete the move-in section of this form and return it to your Landlord within five (5) days or _____ days after occupancy. All items are deemed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. You and your Landlord will also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below. If you fail to return this form you will be held responsible for any damages, and you will be accepting the Premises in its current condition.

EXTERIOR ITEMS

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | |
|-------------------------------------|-------------------------------|--------------------------------|-------|
| Fences & Gates | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Lawn (Trees / Shrubs / Landscaping) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Paint | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Front Door — Door Knob and Locks | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Back Door — Door Knob and Locks | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Fountain | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Grill | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Swimming Pool | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Hot tub / Spa | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
- Water Shut-Off Valve Located? Yes No Breaker Panel Located? Yes No

COMMENTS: SAMPLE

GARAGE / CARPORT

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | |
|-----------------------------|-------------------------------|--------------------------------|-------|
| Ceilings, Walls, Baseboards | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Floor / Driveway | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Auto Door Opener | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Remotes | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Garage Door | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS: _____

ENTRY & HALL

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | |
|---|-------------------------------|--------------------------------|-------|
| Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Flooring | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Stairwell / Handrails | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Light Fixtures | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS: SAMPLE

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Move-In / Move-Out Condition Checklist >>

LIVING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- Fireplace Good Other _____
- Doors (Close properly / Condition) Good Other _____
- Flooring (Note burns, tears, stains) Good Other _____
- Lights & Ceiling Fans Good Other _____
- Windows & Screens Good Other _____
- Window coverings Good Other _____
- Plugs & Switches Good Other _____
- Other: _____ Good Other _____

COMMENTS: _____

KITCHEN

MOVE-IN CONDITION

MOVE-OUT CONDITION

- Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- Flooring Good Other _____
- Lights Good Other _____
- Plugs & Switches Good Other _____
- Cabinets (Close properly / Condition) Good Other _____
- Drawers (Close properly / Condition) Good Other _____
- Countertops Good Other _____
- Sink & Faucet Good Other _____
- Disposal Good Other _____
- Dishwasher Good Other _____
- Microwave Good Other _____
- Refrigerator Good Other _____
- Stove Good Other _____
- Fan, filter & hood Good Other _____
- Other: _____ Good Other _____

COMMENTS: _____

DINING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- Flooring Good Other _____
- Lights & Ceiling Fans Good Other _____
- Windows & Screens Good Other _____
- Window coverings Good Other _____
- Plugs & Switches Good Other _____
- Other: _____ Good Other _____

COMMENTS: _____

MASTER BEDROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- Doors (Close properly / Condition) Good Other _____
- Flooring (Note burns, tears, stains) Good Other _____
- Lights & Ceiling Fans Good Other _____
- Windows & Screens Good Other _____
- Window coverings Good Other _____
- Plugs & Switches Good Other _____
- Closet Shelves & Rods Good Other _____
- Other: _____ Good Other _____

COMMENTS: _____

Move-In / Move-Out Condition Checklist >>

BEDROOM #2

	MOVE-IN CONDITION		MOVE-OUT CONDITION
Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Closet Shelves & Rods	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____

COMMENTS: _____
SAMPLE

BEDROOM #3

	MOVE-IN CONDITION		MOVE-OUT CONDITION
Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Closet Shelves & Rods	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE

COMMENTS: _____
SAMPLE

BEDROOM #4 / DEN / LOFT

	MOVE-IN CONDITION		MOVE-OUT CONDITION
Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Closet Shelves & Rods	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____

COMMENTS: _____
SAMPLE

BATHROOM (MASTER)

	MOVE-IN CONDITION		MOVE-OUT CONDITION
Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Light Fixtures	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Cabinets (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Countertops	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Sinks & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Soap dishes, towel bars, shower rod, paper holders secure	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Mirrors	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Medicine Cabinet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Tub / Shower & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	SAMPLE
Toilet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____
Plumbing working properly	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____

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Move-In / Move-Out Condition Checklist >>

Linen Closet Good Other _____
 Fan Good Other _____
 Other: _____ Good Other _____

COMMENTS: _____

BATHROOM #2

MOVE-IN CONDITION

MOVE-OUT CONDITION

Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
 Doors (Close properly / Condition) Good Other _____
 Flooring Good Other _____
 Light Fixtures Good Other _____
 Plugs & Switches Good Other _____
 Cabinets (Close properly / Condition) Good Other _____
 Countertops Good Other _____
 Sinks & Faucets Good Other _____
 Soap dishes, towel bars, shower rod Good Other _____
 Tub / Shower & Faucets Good Other _____
 Toilet Good Other _____
 Plumbing working properly Good Other _____
 Fan Good Other _____
 Other: _____ Good Other _____

COMMENTS: _____

BATHROOM #3

MOVE-IN CONDITION

MOVE-OUT CONDITION

Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
 Doors (Close properly / Condition) Good Other _____
 Flooring Good Other _____
 Light Fixtures Good Other _____
 Plugs & Switches Good Other _____
 Cabinets (Close properly / Condition) Good Other _____
 Countertops Good Other _____
 Sinks & Faucets Good Other _____
 Soap dishes, towel bars, shower rod Good Other _____
 Tub / Shower & Faucets Good Other _____
 Toilet Good Other _____
 Plumbing working properly Good Other _____
 Fan Good Other _____
 Other: _____ Good Other _____

COMMENTS: _____

UTILITY / LAUNDRY ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

Fan Good Other _____
 Cabinets (Close properly / Condition) Good Other _____
 Sink Good Other _____
 Washer Good Other _____
 Dryer Good Other _____
 Washer / Dryer Hookups Good Other _____
 Dryer Vent Good Other _____
 Flooring (Note burns, tears, stains) Good Other _____
 Doors (Close properly / Condition) Good Other _____
 Switches Good Other _____
 Other: _____ Good Other _____

COMMENTS: _____

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Move-In / Move-Out Condition Checklist >>

ADDITIONAL ROOM

Room Name: SAMPLE

	MOVE-IN CONDITION	MOVE-OUT CONDITION
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>

OTHER

- Heating _____
- A/C _____
- Swamp Cooler _____
- Filters size: _____
- Fire Sprinklers _____
- Security Alarm _____
- Smoke Detector(s) _____
- Carbon Monoxide Detector _____
- Trash Removed _____

	MOVE-IN CONDITION	MOVE-OUT CONDITION
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>SAMPLE</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>SAMPLE</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>SAMPLE</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>SAMPLE</u>
_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>
_____	<input type="checkbox"/> Good <input type="checkbox"/> Other	<u>SAMPLE</u>

COMMENTS: _____

FIXTURE / PERSONAL PROPERTY INVENTORY

The following fixtures / personal property are also included in the Residence (check all that apply):

	QUANTITY	BRAND	COLOR	SERIAL #	CONDITION
<input type="checkbox"/> Refrigerator	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> Stove	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> Dishwasher	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> Washer	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> Dryer	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> _____	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> _____	_____	_____	_____	<u>SAMPLE</u>	_____
<input type="checkbox"/> _____	_____	_____	_____	<u>SAMPLE</u>	_____

COMMENTS: _____

>>

