

RESIDENTIAL RENTAL AGREEMENT

This rental agreement entered into this _____ day of _____, 20____, by and between Windsor Property Investments, hereinafter called Landlord, and:

hereinafter called Tenant(s), whereas the Tenant(s) hereby agree to rent from the Landlord, the premises commonly known as:

UPON THE FOLLOWING COVENANTS AND CONDITIONS:

- (I) TERM The term of this Rental Agreement shall be for _____ consecutive monthly periods commencing _____, 20____, and ending _____, 20____.
- (II) RENTS (a) The Rent shall be \$ _____ per month.
(b) The Rent is due and payable in advance on the first day of each month, commencing the first day of _____, 20____, and each month thereafter throughout the term of this Rental Agreement.
(c) A late charge of \$10.00 per day shall be added to the rent for each day after due date all such rents have not been paid in full.
- (III) SECURITY DEPOSIT (a) A Refundable Security Deposit in the amount of \$ _____ has been paid by tenant(s) to Landlord.
(b) The Security Deposit can not be used as rent and is refundable to the extent that at the expiration of the Rental Agreement, or sooner if by Mutual Consent, the tenant(s) vacate the Premises, leaving it in the same condition existing on the date the Premises were first rented to herein tenant(s).
(c) Any damages, fees, or other extraordinary conditions requiring repair, existing on the date the tenants(s) vacate the premises, will be repaired by the Landlord and paid for out of the sums deposited by tenant(s) as the Security Deposit. The balance of the Security Deposit, after such repairs are made, will be refunded to Tenant(s), along with a statement of such repairs, within fourteen(14) days as provided by law.
- (IV) RENEWAL (a) If tenant(s) so elect not to continue the occupancy of the premises after the expiration of this Rental Agreement, Landlord shall be permitted to show the premises to other prospective tenant(s) during reasonable hours.
- (V) ALTERATIONS The tenant shall make no alterations, additions or improvements either within or without the subject premises, unless approved in writing by Landlord.
- (VI) REPAIR AND MAINTENANCE The Tenant shall at all times keep the premises in a fit and habitable condition.
- (VII). This agreement may not be assigned, transferred or hypothecated in any manner nor the premises sublet to any person without the express written consent of the Landlord.

(VIII). The Landlord shall furnish, without charge to tenant, the following utility services:

(IX). INSPECTION Except in cases of emergency or where notice is impractical, the Landlord shall have the right of reasonable access to inspect the premises upon the giving of two (2) days notice to the tenant.

(X) BREACH (a) The failure by either party to fully perform under any or all of the terms and conditions of this agreement shall constitute a Breach of this agreement entitling the offended party to take any and all such action as provided by law. The waiver by either party or a breach of any provisions of this agreement shall not operate as or be construed a waiver of any subsequent breach thereof.

(b) Landlord and Tenant agree that the prevailing party in any litigation, action or controversy arising from this Rental Agreement shall be entitled to an award of reasonable attorneys Fees, litigation expenses and court costs, without regard to whether or not the matter is contested.

(c) Landlord is entitled to a \$25.00 fee for preparation of notices, in addition to service charges.

(XI) OTHER CONDITIONS:

(a) Occupation of the premises described herein limited to _____ persons.

(b) No pets are allowed at any time unless acknowledged in writing by Landlord.

(c) There is a \$35.00 charge for each check returned unpaid.

(d) Roof access is prohibited.

(XII) RENTERS INSURANCE Tenant assumes all liability for property damage or loss, personal injury and insurable risks. Landlord strongly recommends that Tenants obtain renter's insurance and keep the insurance in full force and effect during the full term of this agreement. Landlord is not liable for damage, theft, vandalism, or other loss of any kind to Tenant's personal property, or the personal property of Tenant's occupants, invitees or guests.

(XIII) ENTIRE AGREEMENT This instrument shall represent the entire agreement between the parties hereto. Any other or prior understandings or agreements being hereby canceled, having no further force and effect thereof.

THE LANDLORD/PROPERTY MANAGER IS:

JACK ISSELIN dba
WINDSOR PROPERTY INVESTMENTS
P. O. BOX 40511
TUCSON, ARIZONA 85717

(520) 620-6206

admin@windsorlux.com

LANDLORD

TENANT

TENANT

TENANT