

*This is a binding document. Read carefully before signing.*

**General Lease Provisions**

**1. PARTIES.** This Lease Contract ("Lease") is between *you*, the resident:

\_\_\_\_\_

and *us*, the owner:

**ALT Student Housing LeaseCo, LLC**

\_\_\_\_\_

\_\_\_\_\_

(name of apartment community or title holder).

**2. APARTMENT.** You are renting:

Apartment No. \_\_\_\_\_,

Bedroom No. \_\_\_\_\_, or

Floor Plan \_\_\_\_\_

\_\_\_\_\_

at **947 North Park Avenue**

(street address) in **Tucson**

(city), Arizona, **85719** (zip code) for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

**2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease. You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

\_\_\_\_\_

\_\_\_\_\_

**3. TERM.** The term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). **This Lease does not automatically renew.**

**3.1. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) we may immediately file suit for possession; (B) you will be liable for two (2) month's rent or twice our actual damages, whichever is greater; **and** (C) at our option, we may extend the lease term—for up to one (1) month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to holdover.

**4. RENT AND CHARGES.** Your rent for the term is \$ \_\_\_\_\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Paragraphs 9 (Early Move-Out; Reletting Charges) and 25 (Default by Resident) apply to acceleration under this paragraph. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

**4.1. Description of Rent Elements.**

Monthly Stated Base Rent	\$ _____
Monthly Discount/Concession (represents a reduction in Monthly Base Rent)	\$ _____
Rental Tax	\$ _____
Animal Rent (includes applicable tax)	\$ _____
Garage/Carport Rent (includes applicable tax)	\$ _____
Storage Unit Rent (includes applicable tax)	\$ _____
Parking Space Rent (includes applicable tax)	\$ _____
Additional Rent (Other)	\$ _____

- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

**Total Rent Due and Payable Monthly:** \$ \_\_\_\_\_

Your base rent and other monthly charges identified in "Description of Rent Elements" above are referred to as "rent" throughout the remainder of this Lease Contract.

Resident is responsible for all rental taxes, and will pay any increases in all rental taxes upon thirty (30) days written notice from landlord.

If a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, then we, upon thirty (30) days' written notice to you, may adjust the amount of rent due to equal the difference caused by the new percentage amount of the tax. The adjustment to rent shall not occur before the date upon which the new tax is effective. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

**4.2. Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at \_\_\_\_\_

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

**4.3. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

**4.4. Utilities and Services.** We'll pay for the following if checked:

gas     wastewater     Internet     trash/recycling  
 water     electricity     cable/satellite  
 government fees     stormwater/drainage  
 other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

**4.5. Late Charges.** If you don't pay rent in full by 11:59 p.m. on the 3rd day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ 75.00.

You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment plus a late charge.

**4.6. Replacement Costs.** (If not paid immediately, these charges shall be due and payable with the next monthly rent):

Replacement Access Fob	\$ <u>200.00</u>
Replacement Remote	\$ _____
Replacement Keys	\$ <u>150.00</u>
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

**4.7. Ad Valorem Taxes/Fees and Charges- Additional Rent.** Unless otherwise prohibited by law, if, during the term of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**4.8. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

**5. SECURITY DEPOSIT.** Your security deposit is \$ \_\_\_\_\_, refundable deposit and \$ \_\_\_\_\_ non-refundable deposit, due on or before the date this Lease Contract is signed. Any animal deposit will be stated in an animal addendum. The security deposit will not be our limit of damages if you violate the lease contract. The above non-refundable security deposit is for the following purposes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All of the above deposits together do not exceed one and one-half times the monthly rent. See this paragraph and Paragraph 28 (Surrender and Abandonment) for security deposit return information.

During the term of this Lease Contract Management may use Resident's refundable security deposit in accordance with any applicable provisions of the property management agreement. At the conclusion of the tenancy Resident's security deposit shall be refunded to Resident consistent with Arizona law.

The Security Deposit is held by the property owner. However, in the event you vacate the bedroom and apartment, all Security Deposit refunds will be processed by Management on behalf of the property owner in accordance with the terms of your lease and applicable law.

**5.1. Refunds and Security Deposit Deductions. In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.** We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than fourteen (14) business days after the termination of your tenancy, surrender or abandonment, and return of possession and demand by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including sticker scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detectors batteries at any time; utilities for repairs or cleaning trips to let in company representatives to remove your telephone, internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under Paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke detectors, and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; **and** (B) accelerated rent if you have violated Paragraph 25 (Default by Resident). **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

**6. GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

**6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**7. CARE OF APARTMENT/COMMON AREAS AND DAMAGES.**

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; **and** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

**8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.**

**8.1. Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**
- not required to buy renter's insurance.

**8.2. Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance; **or**
- not required to buy liability insurance.

*If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.* Renter's insurance doesn't cover losses due to flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

**9. EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$\_\_\_\_\_ (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you (A) fail to give written move-out notice as required; **or** (B) move out without paying rent in full for the entire Lease Contract term or renewal period; **or** (C) move out at our demand because of your default; **or** (D) are judicially evicted.

**The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.** It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to

inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**10. SECURITY AND SAFETY DEVICES.**

**10.1. Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for the cost of replacing or repairing the tampered device, actual damages, and attorney's fees.**

**10.2. Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors or the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**11. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give you written notice when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within five (5) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

**Resident Life**

**12. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, upon thirty (30) days written notice, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**12.2. Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms,

storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; **and**
- (c) recreational activities in common areas.

You'll be liable to us for damage caused by you or any guests or occupants.

**12.3. Amenities.** Amenities and their use are not guaranteed and may be closed, temporarily or permanently, at the sole and absolute discretion of the owner based on the business needs of the community or in response to any of the categories listed in Paragraph 26.5 (Force Majeure), without notice, obligation or recompense of any nature to Resident.

**12.4. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. In forming us of criminal convictions or sex offender registry does not waive our right to evict you.

**12.5. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**13. PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; **or**
- (i) heating the apartment with a gas-operated cooking stove or oven.

**14. PARKING.** We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;

- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated “no parking” area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a resident and is parked in a visitor or retail parking space.

**15. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

**16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, of any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment, or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, or other occurrences unless such damage injury or loss unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is.** *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the

apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## 19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

**19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

**19.4. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

## 20. ANIMALS.

**20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service

animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** Except in case of emergency or when it is impractical to do so, landlord will give at least two (2)-day advance written notice of any entry into an apartment. This notice may be hand delivered to someone in the apartment, or may be sent certified or registered mail. If notice is sent by mail, it is deemed received five (5) days after mailing or the day the person receives the mail, whichever occurs first. Notice to us of a service or maintenance request automatically grants us the authority to enter the apartment at all reasonable times for the purpose of that request. We have the right to enter in case of emergencies and, subject to notice requirements, in cases where entry is for: responding to our request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**22. NOTICES.** Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of tenancy termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** *Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.*

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ 400.00 in advance if you are moving from one apartment to another or \$ 200.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**23.2. Relocation.** To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- (b) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

## Owner's Rights and Remedies

**24. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (a) keep common areas reasonably clean, subject to Paragraph 18 (Conditions of the Premises and Alterations);
- (b) maintain fixtures, hot water, heating and air conditioning equipment;
- (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fire housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.

**24.1. Your Remedies.** *If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:*

- (a) you must make a written request for repair or remedy of the condition. Your request must involve a material breach of the Lease Contract, and it must include a description of all needed repair actions;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; **and**
- (c) if repairs involving a material noncompliance have not been completed within ten (10) days, or within five (5) days if the repairs materially affect your health and safety, you may terminate your tenancy and exercise other statutory remedies.

## 25. DEFAULT BY RESIDENT

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or** (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

**25.2. Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**25.3. Eviction.**

(a) *Failure to Maintain Apartment.* If you default in your obligations to maintain the apartment and that default materially affects the health and safety of you or other residents, we may give you five (5) days written notice of tenancy termination, and will in that notice describe your acts or omissions that constitute the breach of the Lease Contract. If you cure these breaches within the five (5)-day deadline, your tenancy will not terminate. Otherwise, we may file for eviction immediately. If there are further incidences of similar types of breaches for which you have been given previous notice, we may file for eviction ten (10) days after written notification to you of an additional noncompliance of the same or similar nature as the previous noncompliance.

(b) *Irreparable Default.* If your default is material and irreparable, including but not limited to discharging a weapon, homicide, prostitution, criminal street gang activity, or other statutorily proscribed violations, we may deliver you written notice of immediate tenancy termination and file for eviction immediately.

(c) *Nonpayment of Rent.* If you default for nonpayment of rent, and fail to bring rent current within five (5) days after we deliver written notice to you of our intent to terminate your tenancy if rent is not paid within that time, we may terminate your tenancy by filing an eviction action. Accepting money at any time does not waive our right to damages, past or future rent, or other sums owed under the Lease Contract, and accepting partial payment of rent does not waive our right to continue with eviction proceedings. We

are not required to accept partial payment, but if we do so, you agree to sign a waiver agreement in which you agree to make scheduled payments and agree that we have waived none of our enforcement rights by accepting partial payment.

(d) *Other Default.* If you otherwise default in a manner not described above in this eviction subsection, we may deliver written notice to you that your tenancy will terminate not sooner than ten (10) days after the receipt of our notice if your breach is not remedied within ten (10) days. If you fail to cure the breaches outlined in our notice within this ten (10)-day period, we may file for eviction immediately.

If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. ***In an eviction, rent is owed for the full rental period and will not be prorated.***

**25.4. Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; **and** (B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**25.5. Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 35 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**25.6. Mitigation of Damages.** If you move out early, you'll be subject to all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**25.7. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

**26. OTHER IMPORTANT PROVISIONS.**

**26.1. Representatives' Authority; Waivers; Notice.**

***Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.***

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

**26.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.

**26.3. Miscellaneous.**

- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
- (b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (c) All remedies are cumulative.
- (d) No employee, agent or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (e) This Lease Contract binds subsequent owners.
- (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (i) All lease obligations must be performed in the county where the apartment is located.
- (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**26.4. Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**26.5. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**End of the Lease**

**27. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent under Paragraph 25 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you

are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**27.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**27.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. You may be present at move-out inspection if you notify us in advance in writing of your request.

**28. SURRENDER AND ABANDONMENT.** You have *surrendered* the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first. A bedroom or an apartment is also considered “surrendered” ten (10) days after the death of a sole resident.

**28.1. The Ending of Your Rights.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the apartment in accordance with state law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations. Once these conditions precedent occur, we may retake the apartment pursuant to A.R.S. § 33-1370 by (1) mailing to you a notice of abandonment via certified e-mail with return receipt requested to the apartment and to any other known address, (2) posting this notice of abandonment upon the front door of the apartment for a five (5)-day period, and (3) entering the apartment at the end of the five (5)-day period.

**28.2. Removal after Surrender.** Upon termination of your tenancy and its term, you agree to return all keys and physically vacate the bedroom or apartment and remove all of your personal property. If you fail to remove your personal property at the time you return possession to the landlord and return all keys, we may throw away, give away, or otherwise dispose of any personal property left in the bedroom or apartment unless an agreement in writing is otherwise negotiated.

**28.3. Removal after Abandonment, Judicial Eviction or Other Means.** When we retake possession of your bedroom, whether following abandonment, judicial eviction, or any other method other than your voluntary surrender of the bedroom and apartment, we may store any personal possessions you've left in the abandoned bedroom or apartment. We will notify you of the location of your stored property by certified mail, return receipt requested to your last known address and to any other known addresses. We will store your personal property for fourteen (14) calendar days after our notification to you of your abandonment. After this time we may sell the property, retain the proceeds, and apply them towards the outstanding delinquencies. We will mail you any excess proceeds to your last known address. However, if we determine that the value of the property is less than it would cost to store and move said personal property, we may throw away, give away to charity, or otherwise dispose of some or all of the property. Any animal that is left in the apartment may be transported, at our discretion, to a shelter or boarding facility. In such an event, we will maintain records of the name and location of the facility to which the animal was removed. In addition, we may dispose of perishable items or those items that are either contaminated or a biohazard as we deem fit.

If you request access to your personal property and offer to pay for the storage and/or removal costs in writing, we will provide access to your personal property within five (5) days of receipt of your offer and upon delivery of the payment of those costs.

### General Provisions and Signatures

**29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**30. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**31. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**32. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**33. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby

incorporated into and made part of the Lease Contract between you and us. **This Lease is the entire agreement between you and us.** You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**34. DECEASED RESIDENT DESIGNEE.** Pursuant to A.R.S. § 33-1314(F), Resident may designate “the name and contact information of a person who is authorized by the resident to enter the resident’s apartment to retrieve and store the resident’s property, including any pets residing therein, in the event of Resident’s death.” While the parties understand that this is an unpleasant possibility to contemplate, they agree that the need for such a designee may arise during the term of the Lease. With this in mind, Resident so designates the following individual (“Designee”) for the purposes contemplated in this statute.

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

Further pursuant to this statute:  
(a) If Designee fails to respond to Management within ten (10) days of the initial written attempt to contact Designee or declines to take possession of Resident’s personal property, Management may dispose of said property in accordance with the procedures set forth at A.R.S. § 33-1370.



- (b) Before removing any of Resident's personal property, Designee must present to Management a valid government-issued identification that confirms Designee's identity.
- (c) Designee shall have twenty (20) days from the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the leased premises and return keys to Management during regular business hours (9:00 A.M. to 5:00 P.M.).
- (d) Please note that by operation of law, by Management allowing the Designee to enter the property to remove personal property pursuant to this Addendum, Management has no further liability to Resident, Resident's estate, or Resident's heirs for lost, damaged, or stolen personal property items. If Resident's personal property is not entirely removed from the leased premises by Designee, Management may dispose of the property as set forth at A.R.S. § 33-1370.

**35. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

See Additional Special Provisions  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.**

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.**

**You are entitled to receive a copy of this Lease after it is fully signed.**

**Keep it in a safe place.**

Resident *(sign below)*

\_\_\_\_\_

Date Signed \_\_\_\_\_

Owner or Owner's Representative *(signing on behalf of owner)*

\_\_\_\_\_

Date Signed \_\_\_\_\_

Address and phone number of owner's representative for notice and service of process purposes

947 North Park Ave  
 Tucson, AZ 85719  
 (520) 509-4444

Name of property manager

Core Campus Management LLC

Name and address of locator service *(if applicable)*

\_\_\_\_\_

After hours phone number (520) 509-4444  
 (Always call 911 for police, fire, or medical emergencies.)

A copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing. It can be found online at <https://housing.az.gov/general-public/landlord-and-tenant-act>

**SPECIAL PROVISIONS (CONTINUED) Student Housing Lease Contract: RENT AND CHARGES. The first installment is due on or before July 15, 2024 for the Fall 2024/25 Term or July 15, 2025 for the Fall 2025/26 term. All other payments must be made by the 1st of the month in which they are due, with no grace period. GREEN FEE of \$350 due at the start of this lease. USE AND OCCUPANCY section, the following sentence is deleted in its entirety: "We may assign another person to share a bedroom with you." LEASE CONTRACT and CONSTRUCTION ADDENDUM DELAY OF OCCUPANCY section is deleted and replaced with the following: Except to the extent otherwise provided by applicable law, if your bedroom is not available for occupancy on the starting date of the lease term, you are not excused from paying rent and other charges as outlined in your lease package, unless we fail to provide you with alternate housing for that period of time from the start date of the lease term until your bedroom is available for your occupancy. Thereafter, if your bedroom cannot be occupied due to casualty loss or property closure, we will proceed as described in the Casualty and Loss section(s) of this Lease Contract. Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your bedroom to be ready for occupancy on the start date of the lease term or at any time thereafter.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DWELLING DESCRIPTION. 947 North Park Avenue**

(street address), \_\_\_\_\_ (unit no. if applicable) in \_\_\_\_\_ Tucson \_\_\_\_\_ (city),  
Arizona, \_\_\_\_\_ 85719 \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: August 26, 2024

Owner's Name: ALT Student Housing LeaseCo, LLC

Residents (list all residents): \_\_\_\_\_

**BY SIGNING THIS LEASE, you agree that, subject to applicable laws that may not be waived by written consent, you are agreeing that we, our representative(s), agent(s), vendor(s), or third-party service provider(s) may contact you. You agree that any of the foregoing may contact you using any contact information relating to you or your lease, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree that we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VOIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you. DURING YOUR INITIAL LEASE APPLICATION and THROUGHOUT YOUR TENNANCY and our relationship with you, we may obtain information on you, your rental history, or other personal information. By signing this lease, you agree that, subject to applicable laws that may not be waived by written consent, and notwithstanding anything contained in this lease to the contrary, we may share any such information with third parties, including, without limitation, for law enforcement, governmental or business purposes. TAMPERING WITH, setting off, disabling, destroying, or otherwise using the fire & life safety system (including but not limited to extinguishers, pull stations, exit signage, other life safety signage, CCTV cameras, and smoke detectors anywhere in the building) other than for purposes of reporting or exterminating a fire will result in fines of at least \$500 (or the maximum amount allowed by regulation), actual damages, attorney's fees, and any other expenses associated with the repair, inspection, and testing of the system. RESIDENT agrees that they will have all necessary subscriptions and licenses in place to legally stream any audio or video content they choose to stream for their own personal benefit in their own Apartment. Resident agrees that they will not engage in any public broadcast or display of any video or audio content or performance of any protected work, in any public or common space within the Community, unless Resident has specifically secured written consent from the copyright owner in the form of a copyright license expressly authorizing the broadcast, display or performance of such work. If Resident publicly broadcasts, displays or performs any work without the copyright owner's consent, Resident agrees to indemnify and hold Landlord and Landlord's Agent harmless for any third-party claim brought against Landlord or Landlord's Agent for the illegal broadcast, display or performance of such work.**

**NOT A SAMPLE**

**Resident(s)**  
*(All residents must sign)*

**Date of Signing Addendum**

**Owner or Owner's Representative**

**Date of Signing Addendum**



**Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.**

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

**1. DWELLING DESCRIPTION.**

**947 North Park Avenue**  
\_\_\_\_\_  
(street address), \_\_\_\_\_ (unit no. if applicable) in **Tucson**  
(city), Arizona, **85719** (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024**  
Owner's name: **ALT Student Housing LeaseCo, LLC**

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Addendum is as follows:  
Begins on \_\_\_\_\_, \_\_\_\_\_ and ends on \_\_\_\_\_, \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

**3. A.  NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

In the event you or anyone occupying the dwelling permits an animal to reside therein, you shall be responsible for an unauthorized pet fee in the amount of \$ **100.00** (hereinafter "Unauthorized Pet Fee"). The Unauthorized Pet Fee shall become due and owing immediately as additional rent and subject to all provisions in the Lease Contract concerning rent and the payment of same.

**B.  CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. We *[check one]*  will consider, or  will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]*  does, or  does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract, regardless of whether it is considered part of the general security deposit. It is not our policy to charge an animal deposit for a support animal.

**5. ADDITIONAL MONTHLY ANIMAL RENT.** Your total monthly animal rent will be \$ \_\_\_\_\_ (includes applicable tax). The monthly animal rent is due on the 1st day of each month with no grace period. The monthly animal rent amount is included in the Description of Rent Elements subsection of the Rent and Charges paragraph of the Lease Contract. In the event the Description of Rent Elements is missing the total monthly rent authorized by this Addendum, the fees in this Addendum shall be incorporated by reference into the Description of Rent Elements set forth in the Rent and Charges paragraph of the Lease Contract. It is not our policy to charge animal rent for a support animal.

**6. ADDITIONAL FEE.** You must also pay a one-time fee of \$ **500.00** for the animal. It is not our policy to charge a fee for a support animal.

**7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Management reserves the right to not allow or request removal of animals that are deemed as dangerous to residents, staff, vendors, or anyone else at the community. All animals are required to have vaccinations and licenses.**

**10. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

- Inside, the animal may urinate or defecate *only* in these designated areas: **Litter box only**
- Outside, the animal may urinate or defecate *only* in these designated areas: **Designated areas or off-site**
- Animals may not be tied to any fixed object anywhere outside the dwellings, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling. Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

- Unless we have designated a particular area in your dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

**Resident or Residents**  
*(All resident's must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

**Date of Signing Addendum**

---

---

---

---

---

---

---

---

**SAMPLE FORM**  
**NOT A VALID FORM**

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 26, 2024 between ALT Student Housing LeaseCo, LLC

("We" and/or "we" and/or "us") and \_\_\_\_\_

("You" and/or "you") of Unit No. \_\_\_\_\_ located at 947 North Park Avenue

(street address) in Tucson, AZ 85719 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable Conservice

b) **Sewer** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 1  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable Conservice

c) **Gas** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 5, 10  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable Conservice

f) **Stormwater** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: 5  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable Conservice

g) **Cable TV** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable \_\_\_\_\_

k) (Other) HVAC service to your apartment will be paid by you either:

- directly to the utility service provider; or  
 bills will be billed by the service provider to us and then allocated to you based on the following formula: 7  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company if applicable Conservice

- l) (Other) Utility Tax service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
- If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable Conservice

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your apartment unit
  - "6" - Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula
  - "7" - Allocation based on square footage of your apartment unit
  - "8" - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
  - "9" - Allocation based on the number of bedrooms in your apartment unit
  - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 15 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bills is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>80</u>	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

- 4. You will be charged for the full period of time that you were living in, occupying or responsible for payment of rent or utility charges on the apartment. If you breach the lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ \_\_\_\_\_.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- 10. Pursuant to A.R.S. § 33-1814.01, we may alter the method by which utilities are charged, whether under submetering or via a ratio utility billing system, after providing you with ninety (90) days' advance written notice of the intended changes.
- 11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
- 12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

**Method 10: Landlord will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Landlord directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each Resident's charge. Electric charges may include all utility and other miscellaneous charges included on the utility statement, that would be charged as though Resident were the customer of record, if allowed by the applicable laws. LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by LANDLORD. TENANT agrees to pay a one-time, annual service fee in the amount of \$80. This service fee is for administration, billing, overhead, sustainability initiatives, and similar expenses and charges. Resident shall pay for HVAC and water heating services based on an allocation formula, not actual meter reads. The**

utility bills received by Owner from the local utilities will be used to calculate the charges per Resident. Specifically, the total bills will be calculated as follows: Owner's bills will be allocated to each apartment unit using a percentage based on the number of occupants in each apartment unit compared with the total number of occupants at the property. The per unit charges will be equal to the calculated monthly percentage multiplied by Owner's charges. This unit cost will then be divided by the number of days each bed was occupied in each unit to come up with each Resident's charge.

---

---

---

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____

NOT A VALID FORM  
SAMPLE FORM









## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



**Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.**

**1. DWELLING DESCRIPTION.**

**947 North Park Avenue**  
\_\_\_\_\_  
*(street address), \_\_\_\_\_ (unit no. if applicable) in **Tucson** (city), Arizona, **85719** (zip code).*

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024**  
Owner's name: **ALT Student Housing LeaseCo, LLC**  
\_\_\_\_\_  
\_\_\_\_\_

Residents *(list all residents):*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering

or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.



*This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:*

Property Owner: ALT Student Housing LeaseCo, LLC

Resident(s): \_\_\_\_\_

Apt. No./Address: 947 North Park Avenue, Tucson, AZ 85719

Lease Date: 08/26/2024

**I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.** Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Flotation devices should be used appropriately, but not replace proper oversight of children.
- Resident(s) must accompany their guests, and children under the age of 14.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
 (2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

IV. **PACKAGE RELEASE.** This Community  **DOES;**  **DOES NOT** accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community  **DOES;**  **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other brooder or cooking or open flame devices will be used only on the ground level and will be placed a minimum of 93 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only fire wood is permitted in the fire place. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartments several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**





**1. DWELLING DESCRIPTION.**

**947 North Park Avenue** \_\_\_\_\_

(street address), \_\_\_\_\_ (unit no. if applicable) in **Tucson** \_\_\_\_\_ (city), Arizona, **85719** \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024** \_\_\_\_\_

Owner's name: **ALT Student Housing LeaseCo, LLC** \_\_\_\_\_

Residents (list all residents): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

**Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ **200.00** non-refundable fee.

**Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

If a remote control is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ **200.00** fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ **200.00** deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community (if applicable). Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community (if applicable).

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.



Date: August 26, 2024  
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

**1. APARTMENT UNIT DESCRIPTION.**Apt. No. \_\_\_\_\_, 947 North Park  
Avenue  
\_\_\_\_\_ (street address) in,  
Tucson  
\_\_\_\_\_ (city), Arizona 85719  
\_\_\_\_\_ (zip code).**2. LEASE CONTRACT DESCRIPTION.**Lease Contract Date: August 26, 2024  
Owner's name: ALT Student Housing LeaseCo,  
LLCResidents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.**

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartments or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 99 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment  is  is not permitted.

The following outside areas of the community may be used for smoking: This community is a tobacco- and smoke-free environment. The use of all forms of smoking tobacco, and unregulated nicotine products is prohibited.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.





**ADDENDUM REGARDING MARIJUANA USE  
and**

**LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM**

*Becomes part of Lease Contract*



**1. DWELLING DESCRIPTION.**

**947 North Park Avenue** \_\_\_\_\_

\_\_\_\_\_  
*(street address), \_\_\_\_\_ (unit no. if applicable) in **Tucson** (city), Arizona, **85719** (zip code).*

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024**  
Owner's name: **ALT Student Housing LeaseCo, LLC**

Residents *(list all residents):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. Arizona law permits the use of both medical and recreational marijuana. Under both the AMA and the Smart and Safe Act, adults 21 and older in Arizona are permitted to possess and use marijuana subject to certain restrictions. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal

government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, management is not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
*(sign here)*

**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(signs here)*

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

**NOT A VALID FORM**

**1. DWELLING DESCRIPTION.****947 North Park Avenue**  
\_\_\_\_\_  
\_\_\_\_\_

(street address), \_\_\_\_\_ (unit no. if applicable) in \_\_\_\_\_ **Tucson** (city), Arizona, \_\_\_\_\_ **85719** (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024**  
Owner's name: **ALT Student Housing LeaseCo, LLC**  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas of other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Arizona and/or the Federal Controlled Substances Act.

**Resident or Residents (sign here)**

**Date of Signing Addendum**

**Owner or Owner's Representative (signs here)**

**Date of Signing Addendum**

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident's dwelling.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

**B. I AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTE A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**5. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, **947 North Park Avenue**  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ **Tucson**  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ **85719**  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **August 26, 2024**  
 Owner's name: **ALT Student Housing LeaseCo, LLC**

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

**4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.**

Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of

time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.**

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.**

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.**

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Resident or Residents**  
 (All residents must sign)

**Owner or Owner's Representative**  
 (signs below)

**Date of Signing Addendum**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, 947 North Park Avenue  
 \_\_\_\_\_ (street address) in  
Tucson  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ 85719  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 26, 2024  
 Owner's name: ALT Student Housing LeaseCo, LLC

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

**4. PACKAGE ACCEPTANCE.**

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.**

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us both harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

A valid ID is required to retrieve packages that are accepted by the office on behalf of the resident. Perishable items that are not retrieved from the office within 24 hours of delivery will be returned to the sender.

**Resident or Residents**  
 (All resident's must sign)

**Owner or Owner's Representative**  
 (Signs below)

**Date of Signing Addendum**



**1. APARTMENT UNIT DESCRIPTION.**

 Unit No. \_\_\_\_\_, **947 North Park Avenue**  
 \_\_\_\_\_ (street address) in  
**Tucson**  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ **85719**  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

 Lease Contract Date: **August 26, 2024**  
 Owner's name: **ALT Student Housing LeaseCo, LLC**

 Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 Occupants (list all occupants):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**A. CONSENT FOR MINOR OCCUPANTS.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Resident or Residents**  
*(All residents must sign)*

---

---

---

---

---

---

**Owner or Owner's Representative**  
*(signs below)*

---

**Date of Signing Addendum**

---

NOT A VALID FORM  
SAMPLE



**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD ALT Student Housing LeaseCo, LLC	UNIT NO. & ADDRESS 947 North Park Avenue Tucson, AZ 85719
--------	--	---

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, 947 North Park Avenue  
\_\_\_\_\_  
(street address) in  
Tucson  
(city), Arizona, 85719 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 26, 2024  
Owner's name: ALT Student Housing LeaseCo, LLC

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. ARBITRATION CLAUSE.** We agree that any and all claims between us and/or arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute or otherwise, as well as claims regarding the scope and enforceability of this provision. This includes all claims by or against You, other Residents, Owner, and Owner's Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Lease Contract.

A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision.

You may choose the American Arbitration Association ("AAA"), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. For AAA and JAMS, these rules can be found at [www.adr.org](http://www.adr.org) and [www.jamsadr.com](http://www.jamsadr.com).

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

**4. CLASS ACTION WAIVER.** The parties waive any right to bring representative claims on behalf of a class of individuals (the "Class Action Waiver"). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner's Agents ("us"). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, **You expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us in any forum. Any claim that all or any part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined by the arbitration service chosen by the parties.**

**YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.**

This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

**5. SEVERABILITY.** This arbitration provision may be severed or modified if necessary, to render it enforceable.

**6. OPT-OUT REQUIREMENT.** You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

**7. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident's Acknowledgment**

**Date of Signing**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Landlord (or Landlord Agent) Acknowledgment**

**Date of Signing**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, 947 North Park Avenue \_\_\_\_\_ (street address) in \_\_\_\_\_ Tucson \_\_\_\_\_ (city), Arizona, 85719 \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 26, 2024  
Owner's name: ALT Student Housing LeaseCo, LLC

Residents (list all residents - leaseholders and occupants):

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the Community.

**Requirements.**

Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.

- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

**Suggestions.**

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.

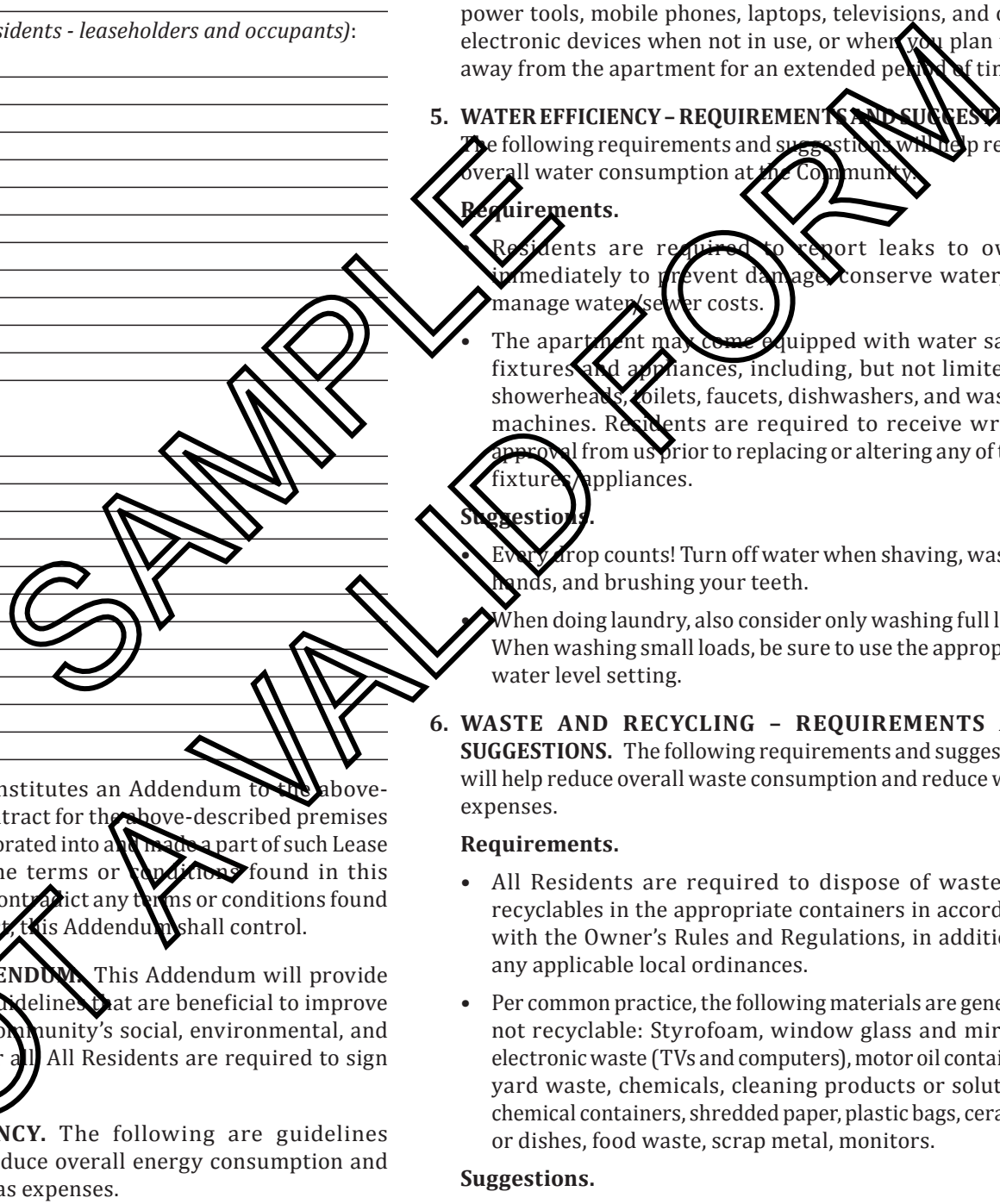
The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

**Requirements.**

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

**Suggestions.**

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.



**7. INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community  is  is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

**8. SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**This community is a tobacco- and smoke-free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Resident or Residents**  
*(All residents must sign)*

---

---

---

---

---

---

---

---

**Owner or Owner's Representative**  
*(signs below)*

---

**Date of Signing Addendum**

---

NOT A VALID FORM



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

*Permission to quote from or reproduce this notice for non-commercial purposes is granted when due acknowledgement is made. Quotation from or reproduction of this notice for a commercial purpose is governed by [A.R.S. § 39-121.03](#).*

### Pool Enclosure Requirements

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
  - Has a height of at least four feet;
  - Has no openings through which a spherical object four inches in diameter can pass;
  - Has a gate that opens outward from the pool and is self-closing and self-latching;
  - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
  - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 ([www.astm.org](http://www.astm.org));
- For each door or window in the residence or living area that has direct access to the pool:
  - A self-latching device that is located not less than fifty-four inches above the floor; and
  - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.

## Gate Requirements

According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
  - Located at least fifty-four inches above the underlying ground;
  - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
  - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination

## Arizona Department of Health Services Pool Safety Recommendations

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes. Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
  - Shout for help;
  - Pull the child from the water;
  - Call 911 (or local emergency number) for help; and
  - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

**Note:** The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

\* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).

September 2012



**ACKNOWLEDGMENT OF RECEIPT OF THE  
RESIDENTIAL POOL SAFETY NOTICE**



This Acknowledgment is incorporated into the Apartment Lease Contract dated August 26, 2024  
between ALT Student Housing LeaseCo, LLC

("We" and/or "we" and/or "us") and \_\_\_\_\_

("You" and/or "you") of Unit No. \_\_\_\_\_ located at 947 North Park Avenue \_\_\_\_\_ (street address)  
in Tucson (city), Arizona, 85719 (zip code) and is in addition to all terms and  
conditions in the Apartment Lease Contract.

Resident(s) hereby acknowledges receipt of the Residential Pool Safety Notice issued by the Arizona Department of Health Services  
and attached hereto.

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(signs below)

**Date of Lease Contract**

August 26, 2024



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, 947 North Park Avenue  
\_\_\_\_\_ (street address) in  
Tucson  
\_\_\_\_\_, Arizona, 85719 (zip code) (the "Premises").

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 26, 2024  
Owner's name: ALT Student Housing LeaseCo, LLC

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Pursuant to A.R.S. § 33-1314(F), Resident may designate the name and contact information of a person who is authorized by the resident to enter the resident's dwelling unit to retrieve and store the resident's property including the resident's animal if the resident dies or is otherwise incapacitated. While the parties understand that this is an unpleasant possibility to contemplate, they agree that the need for such a designee may arise during the term of the Lease. With this in mind, Resident so designates the following individual ("Designee") for the purposes contemplated in this statute.

**Resident 1:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 2:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 3:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 4:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 5:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 6:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Designee)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Further pursuant to this statute:

- (1) If Designee fails to respond to Management within ten (10) days of the initial written attempt to contact Designee or declines to take possession of Resident's personal property, Management may dispose of said property in accordance with the procedures set forth at A.R.S. § 33-1370.
- (2) Before removing any of Resident's personal property, Designee must present to Management a valid government-issued identification that confirms Designee's identity.
- (3) Designee shall have twenty (20) days from the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the leased premises and return keys to Management during regular business hours (9:00 A.M. to 5:00 P.M.).

(4) Please note that by operation of law, by Management allowing the Designee to enter the property to remove personal property pursuant to this Addendum, Management has no further liability to Resident, Resident's estate, or Resident's heirs for lost, damaged, or stolen personal property items. If Resident's personal property is not entirely removed from the leased premises by Designee, Management may dispose of the property as set forth at A.R.S. § 33-1370.

**Resident or Residents**

*(All residents must sign)*

---

---

---

---

---

---

**Owner or Owner's Representative**

*(signs below)*

---

---

**Date of Signing Addendum**

NOT A VALID FORM  
SAMPLE FORM



# RENTISTRY

BY Foxen<sup>®</sup>

## Rentistry Addendum

### *Rent Reporting & Credit Building*

By executing this Addendum, you, the Resident, agree to be enrolled in Rentistry, a rent reporting and credit building solution, provided by Foxen (the "Company"), that securely, accurately and automatically reports your rent payment history to the Credit Reporting Bureau(s). You will be charged \$6.95 per month (the "Fee") for Rentistry's rent reporting and credit building services (the "Services").

**You may cancel the Services at any time, for any reason. Visit [resident.foxen.com/residentfinder/unenroll](https://resident.foxen.com/residentfinder/unenroll) to cancel Services with Rentistry.**

Your participation in the Services is subject to the terms and conditions of use that can be found at [www.foxen.com/terms-and-conditions](https://www.foxen.com/terms-and-conditions) (the "Terms and Conditions"). The Terms and Conditions provide additional information about how the Services work and how to initiate a dispute if you believe your rent payment history was inaccurately reported to the Credit Bureau(s).

The Services, the Terms and Conditions, and the Fee may be altered, discontinued, or otherwise modified by Rentistry upon thirty (30) days' advance notice provided to you. By signing below, you agree to be enrolled in the Services and understand that Landlord will provide your rent payment history and other personal identifying information to Rentistry, to be securely submitted to the Credit Bureau(s). You further acknowledge and agree to the Terms and Conditions, which may be amended from time to time by Rentistry in its discretion.

**Notification to Lease Guarantors:** Rental payment reporting and credit building is solely for Residents. Guarantors of leases are not included in Rentistry's monthly rent reporting and credit building solution.

AGREED TO AND SIGNED BY:

Resident: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum:**  
**Riverpoint Property Damage Liability Waiver Program**  
**(Not a Renters Insurance Policy Issued to Resident)**

*\*This Addendum is incorporated into the Lease. To the extent the terms of this Addendum are found to be inconsistent with the terms of the Lease, the terms of this Addendum will control.*

To meet the minimum Liability Insurance requirements of this Lease, you are eligible to participate in the Property Damage Liability Waiver Program (the "Program"<sup>1</sup>) at a cost of \$13.95 per month. You will be automatically enrolled in the Program when your lease begins unless you opt out of enrollment.

**Program Coverage**

Participation in the Program waives Resident's obligations under the Lease:

- to purchase and maintain at least \$100,000 in liability insurance; and
- to indemnify Landlord up to \$100,000 for damages to the Residents Unit that result from Resident's negligence, to the extent they arise from fire; sudden and accidental smoke; explosion; water that backs up or overflows from a sewer, drain or sump; water or other liquid that leaks, flows, or overflows from plumbing, heating, air conditioning, other equipment or fixtures, or personal property; or other physical causes of damage to the tenant's residential unit, including but not limited to damage from fire, water and pipe leaks, caused by the negligent conduct or omissions of the resident.

The Program only waives Resident's liability to Landlord and does not cover liability to third parties.

**Program Limits, Exclusions, and Requirements**

In no event will the Program cover liability or loss in excess of \$100,000 that arises out of the same originating cause, whether filed as a single claim or a series of claims; any amount of loss or liability in excess of \$100,000 remains subject to the Lease terms. The Program covers up to two (2) accidents per enrolled Resident within Landlord's annual Program policy period.

The Program **does not cover**, by way of example only: (i) damage caused by intentional misconduct; (ii) claims of bodily or personal injury; (iii) damage or loss caused by theft, burglary, or vandalism; (iv) damage to personal property; (v) damage from frozen or burst water pipes not arising from resident negligence; and (vi) damage resulting from or associated with a breach of the lease, including, but not limited to, damage caused by illegal substances or malicious acts. **This Program is not an insurance policy for the Resident. Landlord does not maintain insurance for Resident's benefit. Resident should consult an insurance professional to determine Resident's personal insurance needs. Participation in the Program does not prohibit or otherwise restrict Resident from purchasing Resident's own insurance.**

Resident must immediately report all property damage to Landlord. Failure to report property damage within twenty-four (24) hours of becoming aware of such damage may result in loss of any otherwise available coverage.

---

<sup>1</sup> The Program will be administered by Foxen Administration, LLC, who will monitor Resident's compliance with the lease requirements and assist with the enrollment in the Program. Foxen Administration, LLC is not an insurance company and no part of its administration of the Program should be construed as providing insurance to the Resident.

**Program Opt-Out Instructions and Limitations; Program Availability & Discontinuance**

**Resident may cancel participation in the Program at any time** by providing Landlord with proof that Resident has obtained liability insurance as required by the Lease. To be approved, the proof of insurance must: (i) show a minimum of \$100,000 of liability coverage per incident for the perils of fire, sudden and accidental smoke, explosion, and water/other liquid overflows and leaks; (ii) identify the Apartment Community as an "Interested Party" with an address of PO Box 12367 Columbus, OH 43212; and (iii) correctly identify the Resident's insured address. *If Resident's current insurance provider offers the option for a notification of change email, Resident should list status@foxen.com. This is a requirement for all remonade policies.* Resident also must provide Landlord with proof of insurance with the requisite coverage from time to time upon request.

Resident understands and agrees that Landlord may place Resident in the Program and charge Resident each month the additional amount described above if, at any time during the Lease term, Resident's insurance coverage is cancelled or lapses or if the provided proof of insurance does not contain the required information.

Landlord may discontinue the Program at any time. Upon notice of discontinuance, Resident must obtain and maintain liability insurance as required by the Lease. Failure to obtain liability insurance is a material breach of the Lease and Landlord may take all necessary action available under applicable law, including the initiation of eviction proceedings, for failure to comply.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND DISCLOSURES, INCLUDING THAT I WILL BE ENROLLED IN THE RIVERPOINT PROPERTY DAMAGE LIABILITY WAIVER PROGRAM AT THE TIME MY LEASE COMMENCES UNLESS I OPT OUT OF ENROLLMENT AS DESCRIBED ABOVE.

\_\_\_\_\_  
Resident Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature