

MOVE-IN / MOVE-OUT CONDITION CHECKLIST

Document:
November 2023



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



1. **Landlord:** Pmi Phx Gateway
2. **Tenant:** _____
3. **Premises Address:** _____
4. **Move-in Date** _____ **Move-out Date** _____
5. **Inspection Date** _____ **Inspection Date** _____

SAMPLE LEASE

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

EXTERIOR ITEMS

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | |
|--|---|-------|
| 11. Fences & Gates | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 12. Lawn (Trees / Shrubs / Landscaping) | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 13. Paint | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 14. Front Door — Door Knob and Locks | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 15. Back Door — Door Knob and Locks | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 16. Fountain | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 17. Grill | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 18. Swimming Pool | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 19. Hot tub / Spa | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 20. Other: _____ | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 21. Water Shut-Off Valve Located? <input type="checkbox"/> Yes <input type="checkbox"/> No | Breaker Panel Located? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

COMMENTS:

23.

GARA

SAMPLE LEASE

r CONDITION

- | | | |
|---------------------------------|--|-------|
| 24. Ceilings, walls, baseboards | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 25. Floor / Driveway | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 26. Auto Door Opener | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 27. Remotes | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 28. Garage Door | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 29. Plugs & Switches | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 30. Other: _____ | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |

COMMENTS:

32.

ENTRY & HALL

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | |
|---|--|-------|
| 33. Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 34. Doors (Close properly / Condition) | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 35. Flooring | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 36. Stairwell / Handrails | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 37. Light Fixtures | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 38. Closet Shelves & Rods | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |
| 39. Other: _____ | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____ |

COMMENTS:

41.

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Move-In / Move-Out Condition Checklist >>

LIVING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|-----|---|-------------------------------|--------------------------------|-------|
| 42. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 43. | Fireplace | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 44. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 45. | Flooring (Note burns, tears, stains) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 46. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 47. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 48. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 49. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 50. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS:

51.
52.

KITCHEN

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|-----|---|-------------------------------|--------------------------------|-------|
| 53. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 54. | Flooring | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 55. | Lights | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 56. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 57. | Cabinets (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 58. | Drawers (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 59. | Countertops | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 60. | Sink & Faucet | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 61. | Disposal | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 62. | Dishwasher | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 63. | Microwave | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 64. | Refrigerator | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 65. | Stove | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 66. | Fan, filter & hood | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 67. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS:

68.
69.

DININ

SAMPLE LEASE

CONDITION

- | | | | | |
|-----|---|-------------------------------|--------------------------------|-------|
| 70. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 71. | Flooring | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 72. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 73. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 74. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 75. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 76. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS:

77.
78.

PRIMARY BEDROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|-----|---|-------------------------------|--------------------------------|-------|
| 79. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 80. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 81. | Flooring (Note burns, tears, stains) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 82. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 83. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 84. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 85. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 86. | Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |
| 87. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ |

COMMENTS:

88.
89.

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Move-In / Move-Out Condition Checklist >>

BEDROOM #2

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | | |
|-----|---|-------------------------------|--------------------------------|-------|-------|
| 90. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 91. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 92. | Flooring (Note burns, tears, stains) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 93. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 94. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 95. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 96. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 97. | Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 98. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

COMMENTS:

99.
100.

BEDROOM #3

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | | |
|------|---|-------------------------------|--------------------------------|-------|-------|
| 101. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 102. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 103. | Flooring (Note burns, tears, stains) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 104. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 105. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 106. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 107. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 108. | Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 109. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

COMMENTS:

110.
111.

BEDROOM #4 / DEN / LOFT

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | | |
|------|---|-------------------------------|--------------------------------|-------|-------|
| 112. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 113. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 114. | Flooring (Note burns, tears, stains) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 115. | Lights & Ceiling Fans | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 116. | Windows & Screens | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 117. | Window coverings | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 118. | Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 119. | Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 120. | Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

COMMENTS:

121.
122.

BATHROOM (PRIMARY)

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | | |
|------|---|-------------------------------|--------------------------------|-------|-------|
| 123. | Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 124. | Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 125. | Flooring | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 126. | Lighting | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 127. | Plumbing | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 128. | Cabinets (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 129. | Countertops | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 130. | Sinks & Faucets | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 131. | Soap dishes, towel bars, shower rod, | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 132. | paper holders secure | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 133. | Mirrors | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 134. | Medicine Cabinet | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 135. | Tub / Shower & Faucets | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 136. | Toilet | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 137. | Plumbing working properly | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

SAMPLE LEASE

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Move-In / Move-Out Condition Checklist >>

138.	Linen Closet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
139.	Fan	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
140.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____

141. **COMMENTS:**

142.

BATHROOM #2

MOVE-IN CONDITION

MOVE-OUT CONDITION

143.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
144.	Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
145.	Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
146.	Light Fixtures	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
147.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
148.	Cabinets (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
149.	Countertops	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
150.	Sinks & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
151.	Soap dishes, towel bars, shower rod	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
152.	Tub / Shower & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
153.	Toilet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
154.	Plumbing working properly	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
155.	Fan	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
156.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____

157. **COMMENTS:**

158.

BATHROOM #3

MOVE-IN CONDITION

MOVE-OUT CONDITION

159.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
160.	Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
161.	Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
162.	Light Fixtures	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
163.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
164.	Cabinets (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
165.	Countertops	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
166.	Sinks & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
167.	Soap dishes, towel bars, shower rod	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
168.	Tub / Shower & Faucets	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
169.	Toilet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
170.	Plumbing working properly	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
171.	Fan	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
172.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____

173. **COMMENTS:**

174.

UTILITY / LAUNDRY ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

175.	Fan	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
176.	Cabinets (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
177.	Sink	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
178.	Washer	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
179.	Dryer	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
180.	Washer / Dryer Hookups	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
181.	Dryer Vent	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
182.	Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
183.	Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
184.	Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
185.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____

186. **COMMENTS:**

187.

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Move-In / Move-Out Condition Checklist >>

ADDITIONAL ROOM

188.	Room Name: _____		
		MOVE-IN CONDITION	MOVE-OUT CONDITION
189.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
190.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
191.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
192.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
193.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
194.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
195.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
196.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
197.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____

OTHER

SAMPLE LEASE

VE-OUT CONDITION

198.	Heating	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
199.	A/C	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
200.	Swamp Cooler	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
201.	Filters size: _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
202.	Fire Sprinklers	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
203.	Security Alarm	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
204.	Smoke Detector(s)	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
205.	Carbon Monoxide Detector	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
206.	Trash Removed	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
207.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
208.	_____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____

COMMENTS:

210.

FIXTURE / PERSONAL PROPERTY INVENTORY

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

	QUANTITY	BRAND	COLOR	SERIAL #	CONDITION
212. <input type="checkbox"/> Refrigerator	_____	_____	_____	_____	_____
213. <input type="checkbox"/> Stove	_____	_____	_____	_____	_____
214. <input type="checkbox"/> Dishwasher	_____	_____	_____	_____	_____
215. <input type="checkbox"/> Washer	_____	_____	_____	_____	_____
216. <input type="checkbox"/> Dryer	_____	_____	_____	_____	_____
217. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
218. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
219. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
220. <input type="checkbox"/> _____	_____	_____	_____	_____	_____

COMMENTS:

221.

222.

223.

224.

225.

226.

SAMPLE LEASE

>>

Move-In / Move-Out Condition Checklist >>

227. Landlord and Tenant acknowledge that video and/or photos (digital or otherwise) may have been taken of the Premises condition and are
228. in Landlord's possession. Tenant may take video and/or photos at Tenant's own expense.
229. **TENANT AGREES** that the above information is an accurate account of the condition and contents of the Premises and acknowledges
230. receiving a copy hereof. Tenant understands that unless otherwise noted, all discrepancies will be Tenant's responsibility and will be
231. deducted from the security deposit at time of move out. Tenant may be present at the move-out inspection and, upon request, the Tenant
232. shall be notified when the move-out inspection will occur.

***** PLEASE MAKE A COPY FOR YOUR RECORDS *****

MOVE-IN

233. Completed on this _____ day of _____, 20_____.

234. _____
^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

235. _____
^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

236. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

237. _____
^ LANDLORD/PROPERTY MANAGER DATE

MOVE-OUT

SAMPLE LEASE

238. Completed on this _____ day of _____, 20_____.

239. _____
^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

240. _____
^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

241. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

242. _____
^ LANDLORD/PROPERTY MANAGER DATE

For Broker Use Only:

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

TENANT ATTACHMENT

Document updated:
January 2025



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



ATTENTION TENANT!

SAMPLE LEASE

YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

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

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

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any **SAMPLE LEASE** about verbal representation.

Verify anything important to you.



Tenant's Check List

Initials>

TENANT	TENANT

RESII

SAMPLE LEASE

Document updated:
January 2025



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1. **LANDLORD:** Pmi Phx Gateway or ☐ identified on Line 331.
PROPERTY OWNER(S) (LANDLORD) NAME(S)

2. **TENANT:** _____
TENANT(S) NAME(S)

3. Landlord and Tenant enter into this Residential Lease Agreement ("Lease Agreement") on the terms contained herein. Landlord
4. rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and appurtenances
5. incident thereto, plus personal property described below (collectively the "Premises").

6. Premises Address: _____

7. City: _____ AZ, Zip Code: _____

8. **Personal Property included and to be maintained in operational condition by Landlord:**

9. ☐ Washer ☐ Dryer ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Microwave

10. ☐ Other: _____

11. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:

12.

13.

14. **Assignme** SAMPLE LEASE or any part thereof without Landlord's
15. prior written consent. If Tenant attempts to sublet, transfer, or assign this Lease Agreement and/or allows any persons other than those listed
16. above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by Tenant
17. of this Lease Agreement and Landlord may terminate this Lease Agreement.

18. **Addenda Incorporated:** ☐ Lead-based Paint Disclosure ☐ Seller Compensation

19. ☒ Other: See attached

20. **Term:** This Lease Agreement shall begin on _____ at _____ and end on _____ at _____,
MO/DA/YR TIME MO/DA/YR TIME

21. at which time this Lease Agreement shall automatically continue on a month-to-month basis, with all other terms and conditions set forth
22. herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Lease Agreement.
23. Notice to terminate the Lease Agreement at the end of the original term shall be given on or prior to the last rental due date of the original
24. term. Notice to terminate, if on a month-to-month basis, shall be given thirty (30) days prior to the periodic rental due date. At lease
25. termination Tenant shall return all keys/garage door/entry gate openers as described herein and vacate the Premises.

26. **IF TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGREEMENT, LANDLORD**
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO (2) MONTHS' PERIODIC RENT**
28. **OR TWICE THE ACTUAL DAMAGES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

30. **Earnest Money:** ☐ No Earnest Money is required.
31. ☒ Earnest Money is required in the amount of \$ _____.
32. Until offer is accepted, Landlord is entitled to lease the Premises to another tenant.

33. **Form of Earnest Money:** ☐ Personal Check ☐ Cashier's Check ☒ Other: Tenant PMI portal

34. Upon acceptance of this offer by Landlord. Earnest Money will be deposited with:

35. SAMPLE LEASE _____

36. ☐ Landlord

37. ☐ Other: _____

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TENANT TENANT

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

45. **Note: On and after January 1, 2025, cities, towns and other taxing jurisdictions may no longer levy a transaction**
46. **privilege tax (“Sales Tax”) on the leasing of real property for residential purposes. Short-term rentals as defined by**
47. **A.R.S. 42-5070 must still pay a Sales Tax.**

49. **Rent:** Tenant shall pay monthly installments of \$ _____ ("Rent") to: Pmi Phx Gateway
50. at: 1206 E. Warner Rd. #201 Gilbert, AZ 85296

59. **Rent Proration:** If Rent is being prorated for a period other than a full month, Tenant shall pay on _____ \$ _____
MO/DA/YR

60. for the prorated period beginning _____ and ending _____
MO/DA/YR MO/DA/YR

Note: The **SAMPLE LEASE** is dominated, including, but not limited to, however the ARLTA does not prohibit a tenant from voluntarily paying more than one and one-half month's Rent in advance. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit a landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.

Residential Lease Agreement >>

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

89. **Application/Credit/Background Contingency:** A credit/background report(s) application fee of \$ 60.00 is due by separate payment and is non-refundable. This Lease Agreement is contingent on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Lease Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Lease Agreement may be reported to any credit bureau or reporting agency.

SAMPLE LEASE

99. **Pets** (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets."
100. ☐ No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of Landlord.
101. ☐ Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: _____ and Tenant
102. _____
103. ☒ is required ☐ is not required to maintain a liability insurance policy to cover any liability incurred due to pet(s) with a minimum of \$ 100,000.00 coverage and cause Landlord to become an "additional insured" under the policy.

105. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: ☒ 2 Door ☐ _____ Pool ☐ _____ Mail Box
106. ☐ _____ Entry Gate ☐ Other: _____ and ☐ _____ garage door openers upon possession.
107. Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned unless expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

113. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: No exceptions. Tenant is responsible for establishing and maintaining all applicable utilities in their name prior to move in.

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

SAMPLE LEASE

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

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

119. A. Pool Maintenance:
120. Cleaning/Routine Maintenance: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable
121. Pool Chemicals: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

122. B. Routine Pest Control: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable

123. C. Yard Maintenance:
124. Front Yard: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable
125. Back Yard: ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable

126. D. Other: Violations ☐ Landlord ☒ Tenant ☐ Association ☐ Not applicable

127. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires Landlord to provide maintenance,

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Residential Lease Agreement >>

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

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

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

157. **(TENANT'S INITIALS REQUIRED)** _____
 TENANT TENANT

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

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

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

170. **(TENANT'S INITIALS REQUIRED)** _____
 TENANT TENANT

171. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify Tenant of any known
 172. lead-based paint ("LBP") in the Premises, including any reports, records, pamphlets, and/or other materials referenced therein, including the
 173. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"); (ii) make arrangements for testing, assessments or inspections of
 174. the Premises in the presence of Tenant; and (iii) provide Tenant with a copy of the LBP Information. Landlord shall also provide Tenant with a copy of the
 175. Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

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

179. **(TENANT'S INITIALS REQUIRED)** _____
 TENANT TENANT

180. **OR**

181. ☐ Premises were constructed in 1978 or later.

182. **(TENANT'S INITIALS REQUIRED)** _____
 TENANT TENANT

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

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

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

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242. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.
243. **Construction of Language:** The language of this Lease Agreement shall be construed according to its fair meaning and not
244. strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances
245. and context.
246. **Court Modification:** If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree
247. that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and
248. enforceable and that all other provisions of this Lease Agreement shall remain in full force and effect.
249. **Days:** All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m.
250. and end at 11:59 p.m.
251. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and
252. shall be delivered **SAMPLE LEASE** shall be sent by registered or
253. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or
254. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.
255. **Additional Terms:**
256. - No smoking of any kind is allowed inside the premises and garage. Tenant agrees to
257. having no marijuana in or on the premises at any time.
258. - Tenant agrees to pay a monthly 3% admin fee to Pmi Phx Gateway calculated with the
rent.
259. - Any notice fees provided by Broker are a \$35 fee to tenant.
260. - While the owner has paid and had the premises re-keyed, that fee will be charged to
261. tenant if the property is abandoned, vacated before the lease expires, or if the tenant
is evicted.
262. - All maintenance and care for any personal property of the owner, including but not
263. limited to the refrigerator, washer, dryer, etc is the tenant's responsibility. All
264. these items are in "as-is" condition and no warranties exist. Landlord may remove any
of these at any time if a repair or replacement is necessary.
265. - Landlord/manager is entitled to all costs/fees incurred in collecting any tenant owed
266. debt. Tenant agrees to pay any court costs, attorney fees plus 50% interest on any
outstanding balances over 30 days past due.
267. - If tenant does not fill out the Move-in addendum within 5 days of lease start date,
268. that is an admission that the property is in proper working condition.
269. - Tenant acknowledges that Broker (Pmi Phx Gateway) represents the Owner/Landlord exclusively.
- 270.
- 271.
272. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord
273. and Tenant Act is available through the Arizona Department of Housing; (ii) Landlord shall furnish upon move-in, a move-
274. in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord
275. within five (5) days or _____ days of occupancy or Tenant accepts the Premises in its existing condition; (iii)
276. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and
277. agrees to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eight) 8 pages of
278. the Lease Agreement and any addenda.
279. **INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**
280. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**
281. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**
282. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**
283. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**
284. (LANDLORD'S INITIALS REQUIRED) _____
LANDLORD LANDLORD
285. (TENANT'S INITIALS REQUIRED) _____
TENANT TENANT
286. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed
287. copy delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or by Tenant
288. no later than _____, _____ at _____ ☐ a.m. ☐ p.m., Mountain Standard Time. Tenant may
289. withdraw this offer at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and
290. time, this offer shall be deemed withdrawn.

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

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

SAMPLE LEASE

294. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

295. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

296. _____
FIRM ADDRESS CITY STATE ZIP CODE

297. _____
TELEPHONE FAX EMAIL

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

299. ☐ Tenant exclusively; or ☐ both Tenant and Landlord

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

302. _____
^ TENANT'S SIGNATURE MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

303. _____
ADDRESS

304. _____
CITY STATE ZIP CODE

LANDLORD ACCEPTANCE

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

SAMPLE LEASE

306. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME ray pmiphx001
FIRM CODE

307. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

308. 1206 E. Warner Rd #201 Gilbert AZ 85296
FIRM ADDRESS CITY STATE ZIP CODE

309. 480-361-6105 admin@pmiphxgateway.com
TELEPHONE FAX EMAIL

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

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

312. ☒ Landlord exclusively; or ☐ both Landlord and Tenant

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

SAMPLE LEASE

315. _____
NAME TELEPHONE 480-361-6105

316. Pmi Phx Gateway _____
FIRM TELEPHONE

317. 1206 E. Warner Rd. #201 Gilbert AZ 85296
ADDRESS CITY STATE ZIP CODE

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318. Person authorized to receive service of process, notices, and demands is:
319. **SAMPLE LEASE**
NAME / LANDLORD'S NAME
320. **c/o** _____ TELEPHONE _____
PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE
321. _____
ADDRESS CITY STATE ZIP CODE
322. **Landlord Acknowledgment:** Landlord has read this entire Lease Agreement. Landlord acknowledges that Landlord understands the
323. terms and conditions contained herein. Landlord accepts and agrees to be bound by the terms and conditions of this Lease Agreement.
324. Landlord has received a signed copy of this Lease Agreement and directs the Broker to deliver a signed copy to Tenant, and to any other
325. Broker involved in this Lease Agreement.
326. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL**
327. **RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**
328. ☐ Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Lease Agreement
329. and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord
330. should sign both Lease Agreement and Counter Offer.)

331. _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR
332. **Pmi Phx Gateway**
PRINT LANDLORD NAME
333. _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR
334. _____
PRINT LANDLORD NAME
335. **Pmi Phx Gateway**
PRINT PROPERTY MANAGER NAME
336. **1206 E. Warner Rd #201**
ADDRESS ADDRESS
337. **Gilbert AZ 85296**
CITY STATE ZIP CODE CITY STATE ZIP CODE

338. ☐ **OFFE** **SAMPLE LEASE**
339. _____
MONTH DAY , YEAR (LANDLORD'S INITIALS)

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

SAMPLE LEASEDOCUMENT UPDATED:
AUGUST 2019

ARIZONA ASSOCIATION OF REALTORS®

Tenant Advisory**ARIZONA**
association of
REALTORS®

REAL SOLUTIONS. REALTOR® SUCCESS.

**The Tenant Advisory is a Resource
PROVIDED BY THE ARIZONA ASSOCIATION OF REALTORS®**Residential Rentals are required to comply with the: <http://bit.ly/2NfkoNf>**Verification of Ownership**

Prior to executing a lease agreement or conveying any money, tenants should independently verify the owner of the property and confirm that they are contracting with the owner of record. If a person other than the owner signs the lease agreement, tenants should verify that the third party has authority to act on the owner's behalf. Information regarding property ownership can often be found by county at the following: [Arizona county assessor's](#)

Wire Fraud

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. You should independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number prior to wiring any money.

COMMON DOCUMENTS A TENANT SHOULD REVIEW**1. Residential Lease Agreement**

Tenants should protect themselves by taking the time to read the residential lease agreement and understand their legal rights and obligations before they enter into a lease agreement. Click to view a sample of the agreement: <http://bit.ly/35wCkKe>

2. Residential Lease Owner's Property Disclosure Statement (RLOPDS)

Many landlords provide a RLOPDS. This document poses a variety of questions for the owner to answer about the property and its condition. The property manager/broker is not responsible for verifying the accuracy of the items on the RLOPDS; therefore, a tenant should carefully review the RLOPDS and verify those statements of concern. Click to view a sample of the RLOPDS: <http://bit.ly/38MR2yP>

3. Homeowners Association (HOA) Governing Documents

If CC&Rs are recorded against the property, the tenant agrees to follow the CC&Rs. It is essential that the tenant review and agree to these restrictions prior to leasing a property. The Arizona Department of Real Estate (ADRE) advises: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict." In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often

architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees. Tenants with questions about their rights and remedies regarding homeowners associations or community associations should read the information provided at Arizona Department of Real Estate: <http://www.azre.gov/PublicInfo/RealEstateResearchTopics.aspx>

A.R.S § 33-1260.01: <http://bit.ly/2xJFL19>A.R.S § 33-1806.01: <http://bit.ly/2R4u2CF>**4. Lead-based Paint Disclosure Form**

If the home was built prior to 1978, the landlord **must** provide the tenant with a lead-based paint disclosure form. Information about lead-based paint may be obtained at Arizona Department of Real Estate: <http://bit.ly/1LWSiz9> or <http://www2.epa.gov/lead>.

5. Move-in/Move-out Inspection

The importance of inspecting the property at the time of moving in cannot be over-emphasized. The tenant is encouraged to fill out a move-in/move-out checklist to identify material defects in the property within the stated timeframe. A sample of AAR's Move-in/Move-out Condition Checklist can be viewed at: <http://bit.ly/2G9Yh6y>

Tenants should keep a copy of the checklist for their records and may also want to take photographs of any damage observed at the time of move-in.



COMMON DOCUMENTS AND DISCLOSURES

1. Notice

Unless otherwise agreed, all notices shall be sent registered or certified mail, or personally delivered. A.R.S. §33-1312.

2. Repairs and Property Condition

Pursuant to Arizona law, the landlord is generally responsible for ensuring that all “electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required supplied by him” be in good and safe working order and condition. A.R.S. §33-1324. It is the landlord’s responsibility to make sure that necessary repairs are made to keep the property in a fit and livable condition. It is the tenant’s responsibility to notify the landlord of any/all necessary repairs. Following proper notice, the landlord has five days to make any repairs that materially affect the health and safety of the tenant(s) and 10 days to make any other requested repairs. **NOTE:** Pursuant to A.R.S. §33-1324(C), the landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant will perform the landlord’s duties to maintain a fit premises and perform specified repairs.

3. Access to the Property by Landlord or Landlord’s Representative

Unless the tenant requests repairs in writing, the landlord must give the tenant at least two days notice to enter the property, during reasonable hours, to make repairs, conduct inspections, have services completed or exhibit the property to prospective purchasers and tenants. The landlord has the right to immediately enter the premises in the event of an emergency or by court order. A.R.S. §33-1343.

4. Deposits/Fees

The lease agreement should specify which deposits/fees are refundable and which are not. A landlord is not permitted to demand refundable security in an amount in excess of one and one-half month's rent.

During the term of the lease, the tenant's security deposit should be held by the landlord or in a broker's trust account (disclosed in writing). At the end of the lease all refundable deposits shall be refunded to the tenant pursuant to A.R.S §33-1321(G). The landlord can subtract unpaid rent or repair costs from the security deposit.

Within 14 business days after termination of the tenancy and delivery of possession and demand by the tenant, the tenant is

entitled to receive an itemized list of any/all security deposit deductions together with the amount due and payable to the tenant. A.R.S. §33-1321(D).

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5. Termination of the Lease

Unless the parties desire for the lease agreement to continue, written notice of intent not to renew the lease agreement shall be issued pursuant to the terms of the lease. If the lease continues on a month-to-month basis, absent prior written agreement, either the lease owner or the tenant may terminate by providing 30-days written notice prior to the periodic rental date (i.e. the date on which rent is due) per A.R.S. §33-1375(B).

If the tenant vacates the property before the lease expires, they can still be held responsible for damages, including, but not limited to, monthly rent. A holdover tenant is someone who stays in the lease property after the express term of the lease has expired. The landlord can choose to evict a holdover tenant or allow the tenant to continue living in the property on a month-to-month basis under the terms and conditions of the lease agreement.

SAMPLE LEASE

The landlord shall not allow the property to become the subject of a trustee's sale and doing so may place the landlord in breach of the lease agreement. Nonetheless, a landlord’s failure to pay the mortgage does not eliminate the tenant’s obligation to pay rent. To avoid breaching the lease, the tenant should continue paying rent to the landlord up to the date on which the foreclosure is completed.

7. Insurance

Tenants are strongly encouraged to obtain renter’s insurance for their benefit. Pursuant to some lease agreements, certain pets may require additional insurance coverage. Tenants are encouraged to contact an insurance professional concerning additional coverage that may be required:

<http://bit.ly/2nSMebT>

8. Fair Housing & Disability Laws

The Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. Visit HUD’s Fair Housing/Equal Opportunity website at:

https://www.hud.gov/program_offices/fair_housing_equal_opportunity/fair_housing_rights_and_obligations

For information on the Americans with Disabilities Act, visit:

<https://www.ada.gov/>



ADDITIONAL INFORMATION

Pests

Bedbugs: Bedbug infestation is on the rise in Arizona and nationally. For more information on rights and obligations with respect to bedbugs visit the following websites at:

<http://bit.ly/1LAcegy>, www.cdc.gov/parasites/bedbugs/ and www.epa.gov/bedbugs/.

Scorpions: Information on scorpions may be found at:

<http://bit.ly/2Pxhkl>

2. Swimming Pools and Spas

Barriers: Each city and county has its own swimming pool barrier ordinance and tenants should investigate and comply with all applicable state, county and municipal pool regulations. Pool barrier contact information for Arizona cities and counties may be found at: <http://bit.ly/20ZG8tp>. The Arizona Department of Health Services Private Pool Safety notice may be found at:

<http://bit.ly/2K>

SAMPLE LEASE

The state law on swimming pools is located at:

<http://bit.ly/2vJfhMk>

3. Sex Offenders

The presence of a sex offender in the vicinity of the property is not a fact that the landlord or broker is required to disclose. Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. This information may be accessed at:

<https://www.azdps.gov/services/public/offender> or through the

National Sex Offender Public Website at:

<http://www.nsopw.gov/en>. Prior to June 1996, registration was not required and only the higher-risk sex offenders are on the website.

ADDITIONAL RESOURCES

- **Links to state agencies, city and county websites:**
www.az.gov.
- **Arizona Tenant's Rights and Responsibilities Handbook:**
<http://bit.ly/2nMmrex>
- **Arizona Department of Real Estate Consumer Information:** www.azre.gov/InfoFor/Consumers.aspx.
- **Find a REALTOR®:** <https://bit.ly/2Klyaza>
- **For information on indoor environmental concerns,** the EPA has a host of resource materials and pamphlets which are available here:
www.epa.gov/iaq/pubs/index.html.
- **For crime statistics in all Arizona cities go to:**
www.leagueaz.org/lgd/, click on the city/town and search
."
- **Tenants** may find that children cannot attend the school nearest to the property and may even be transported to another community. **For information about Arizona's schools visit:** <http://www.azed.gov>.
- **U.S. Department of Housing and Urban Development** Housing Choice Vouchers Fact Sheet can be found at the following site:
https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/about/fact_sheet
- **Information regarding Section 8** programs available through the Arizona Public Housing Authority can be found at: <http://bit.ly/2MN3W4w>, or call 602-771-1000
- **Maps for military airports** can be found at:
<http://www.azre.gov/AirportMaps/MilitaryAirports.aspx>
- **Maps for many of the public airports** can be found at:
www.azre.gov/AirportMaps/PublicAirports.aspx

Tenant acknowledges receipt of all four pages of this advisory. Tenant further acknowledges that there may be other disclosure issues of concern not listed in this advisory. Tenant is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the leasing of any property.

The information in this advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.

TENANT SIGNATURE _____ **DATE** _____ **SAMPLE LEASE**

*A Resource for
Real Estate Consumers
Provided by the*





WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

PROTECT YOURSELF

DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

ONLINE RESOURCES:

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <https://www.fbi.gov/scams-and-safety>

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SAMPLE LEASE

The National White Collar Crime Center @ <https://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ www.onguardonline.gov

Consumer Financial Protection Bureau (CFPB) @ <https://www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/>

VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Name

Name

Signature

Date

Signature

Date

SAMPLE LEASE



FAIR HOUSING ADVISORY

Discrimination is ILLEGAL

It is illegal under the Federal Fair Housing Act and Arizona Fair Housing laws for a property owner/seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics. The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. **It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.**

Discrimination based on a protected class includes, but is not limited to, the following:

- Refusing to rent, sell, negotiate, or falsely denying housing is available or otherwise making housing unavailable;
- Setting or imposing different terms, conditions or privileges for sale or rental of housing, or providing a person with different housing services or facilities;
- Making, printing or publishing any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination;
- Using different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- Limiting privileges, services or facilities of housing;
- Refusing to allow reasonable disability accommodations for an assistive aide, assistive animal, parking, or physical modifications;
- “Steering” which occurs when a person is guided towards or away from certain neighborhoods, locations or buildings; or
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting).

The undersigned acknowledges receipt of this Fair Housing Advisory.

SAMPLE LEASE

Name

Signature

Date

Signature

Date

For more information about your rights and options, go to:

Arizona Attorney General’s Office - <https://www.azag.gov/civil-rights/discrimination/housing>

U.S. Department of Housing and Urban Development - https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

If you believe you have been a victim of housing discrimination, you may file a complaint with:

- The Arizona Attorney General’s office - <https://www.azag.gov/complaints/civil-rights>
- U.S. Department of Housing and Urban Development - <https://www.hud.gov/fairhousing/fileacomplaint>
- The Arizona REALTORS® - <https://www.aaronline.com/resolve-disputes/filing-an-ethics-complaint/>

SAMPLE LEASE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (RENTALS)

Document updated:
January 2009



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



1. Premises Address: _____
2. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE (Landlord must complete and initial sections a, b and c below)

7. (a) Lead-based paint and/or lead-based paint hazards (check 1 or 2 below):
 8. 1. ☐ Landlord is aware that lead-based paint and/or lead-based paint hazards are present in the residence(s) and/or building(s) included in this rental. (Explain) _____
 9. 2. ☐ Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this rental.
 10. (LANDLORD'S INITIALS REQUIRED) _____
 11. _____
 12. _____
13. (b) Records and reports available to the landlord (check 1 or 2 below):
 14. 1. ☐ Landlord has provided the tenant with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this rental. (List documents) _____
 15. 2. ☐ Landlord has no records or reports relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this rental.
 16. (LANDLORD'S INITIALS REQUIRED) _____
 17. _____
 18. _____
19. (c) Landlord acknowledges his obligation to disclose to any real estate agent(s) to whom the landlord directly or indirectly is to pay compensation with regard to the transaction contemplated by this disclosure any known lead-based paint or lead-based paint hazards in the premises to be rented, as well as the existence of any reports or records relating to lead-based paint or lead-based paint hazards in the premises to be rented. Landlord further acknowledges that this disclosure accurately reflects the entirety of the information provided by the landlord to the agent(s) with regard to lead-based paint, lead-based paint hazards, and lead-based paint risk-assessment or inspection reports and records.
20. (LANDLORD'S INITIALS REQUIRED) _____
21. _____
22. _____
23. _____
24. _____

TENANT'S ACKNOWLEDGMENT (Tenant must complete and initial sections a and b below)

25. (a) Tenant has read the information set forth above, and has received copies of the reports, records, or other materials referenced above, if any.
26. (TENANT'S INITIALS REQUIRED) _____
27. _____
28. (b) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.
29. (TENANT'S INITIALS REQUIRED) _____
30. _____
31. _____
32. _____

AGENT'S ACKNOWLEDGMENT (Any real estate agent who is to receive compensation from the landlord or the property manager with regard to the transaction contemplated in this disclosure must initial below.)

30. The agent(s) whose initials appear below has (have) ensured the landlord's compliance under the Residential Resale Lead-Based Paint Hazard Reduction Act of 1992 by the landlord's use and completion of this disclosure form.
31. (AGENT'S INITIALS REQUIRED) _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____

CERTIFICATION OF ACCURACY

33. By signing below, each signatory acknowledges that he or she has reviewed the above information, and certifies that, to the best of his or her knowledge, the information provided by the signatory is true and accurate.

35. ^ LANDLORD'S SIGNATURE **Pmi Phx Gateway** MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

36. ^ LANDLORD'S SIGNATURE MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

37. **Robert M Hershey** MO/DA/YR ^ LEASING AGENT'S SIGNATURE MO/DA/YR
Robert Hershey N/A



Lead-Based Paint Disclosure:

Tips for Ren

SAMPLE LEASE

TORS® to follow

NOTE: The lead-based paint disclosure requirements apply to all real estate agents involved in the transaction except for tenant's agents receiving compensation from the tenant only. The following recommended steps are provided to help REALTORS® meet the law's obligations in a typical residential rental transaction.

1. When entering into an agreement to manage a property, the property manager/listing agent (hereinafter "property manager") should determine if the property is "target housing" (generally, built before January 1, 1978). This can generally be accomplished by asking the landlord/owner ("the owner"). If the owner doesn't know, the property manager should consult property records.

The property manager should also determine if the property falls within an exemption from the lead-based paint disclosure requirements. For example, if a certified inspector has determined that the property is free from lead-based paint and lead-based paint hazards, or if the lease is for less than 100 days with no opportunity for renewal or extension, the disclosure requirements will not apply. Even if an exemption applies, the property manager should have the owner complete and sign the disclosure form, acknowledging in writing the claimed basis for the exemption. If an exemption applies, the disclosure form need not be given to potential tenants.

2. The lead-based paint disclosure requirements became effective for all "target housing" on December 6, 1996. All target housing will require the following steps.

3. If the property is target housing, the property manager must advise the owner of certain obligations, namely the following: 1) disclose to the tenant known lead-based paint or lead-based paint hazards; 2) provide the tenant any existing records, test results, reports, or other known lead-based paint information related to the presence of lead-based paint or lead-based paint hazards in the property, if any; 3) provide the tenant with the pamphlet *Protect Your Family From Lead in Your Home* (EPA approved lead-based paint hazard information pamphlet); and 4) include disclosure and acknowledgment language as part of the rental contract or addenda. (NOTE: The law does not require that all interested tenants must be informed, only the actual tenant.)

4. The property manager should have the owner complete, initial and sign the disclosure form. The property manager should obtain from the landlord any records, test results, reports, or other lead-based paint information related to the presence of lead-based paint or lead-based paint hazards in order to be ready to provide copies to a tenant making an offer to rent the property. The property manager should then initial and sign the form.

5. The property manager should disclose to potential leasing agents that the listed property is target housing, probably through the MLS or other offerings to REALTORS®.

6. The leasing agent (the agent working with the tenant who expects to be paid by the property manager or the owner — whether it be tenant's agent, subagent, "facilitator," or whatever) also has an obligation to ensure the owner's compliance. If the disclosure form has not been provided by the property manager, the leasing agent should provide the disclosure form to the property manager for the owner to complete and sign, or directly to the owner if no property manager is involved.

7. When the tenant is ready to make an offer on target housing, the leasing agent should provide the tenant with a copy of the disclosure form signed by the owner and the property manager, together with related test results and records, if any, and a copy of *Protect Your Family From Lead in Your Home*. Ideally, these documents will be obtained by the leasing agent from the property manager before the offer is signed by the tenant, but the signed disclosure form with attachments must be provided to the tenant before the offer to rent is accepted by the owner.

8. The disclosure form must be initialed and signed by the tenant and the leasing agent, which should be done after the owner and the property manager have initialed and signed the form. (By initialing line 32 of the AAR Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (Rentals) form, signing the Certification, and complying with the other terms of this AAR form, both the property manager and leasing agent will have met their obligations under the law.)



REAL ESTATE AGENCY DISCLOSURE AND ELECTION

This document is not an employment agreement

Document updated:
November 2024



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



1. Firm Name ("Broker") Pmi Phx Gateway
2. acting **SAMPLE LEASE** CENSEE'S NAME
3. hereby makes the following disclosure.

DISCLOSURE

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as**
5. **"Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer
6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In
8. these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation
9. for services rendered, either in full or in part, from the Seller or through the Seller's broker:
10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
11. with the Buyer.
12. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or
13. similar properties as Buyer is seeking.
14. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
15. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
16. with the Seller.
17. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is
18. selling.
19. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or
20. through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a
21. transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the
22. Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the
23. Buyer and the Seller:
24. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms
25. other than stated in the listing or that the Buyer will accept a price or terms other than offered.
26. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential
27. information may be made only with written authorization.
28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the
29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
35. unless there is a confidentiality agreement between the parties.
36. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER**
37. **FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD**
38. **CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR**
39. **UNDERSTANDING OF THE TRANSACTION.**

>>

Real Estate Agency Disclosure and Election >>

ELECTION

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is not set by law, is always fully negotiable and the amount
42. chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should
43. a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully
44. negotiable and agreed upon after discussion with Seller's Broker.

45. **SAMPLE LEASE** _____ / _____

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker
47. (check any that apply):

48. ☐ represent the Buyer as Buyer's Broker.
49. ☐ represent the Seller as Seller's Broker.
50. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and
51. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's
52. informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker
54. (check any that apply):

55. ☐ represent the Buyer as Buyer's Broker.
56. ☒ represent the Seller as Seller's Broker.
57. ☒ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both
58. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and
59. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

60. The undersigned ☐ Buyer(s) or ☐ Seller(s) acknowledge that this document is a disclosure of duties.

61. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

Primary Tenant:

^ PRINT NAME

Tenant:

^ PRINT NAME

^ SIGNATURE

MO/DA/YR

^ SIGNATURE

MO/DA/YR