

Premises	s Address: _						
Resider	nt Informati	on					
Primary:							
,	Name	Primary Phone	Secondary Phone	Email	DOB	SSN	
Second:	:					•	
	Name	Primary Phone	Secondary Phone	Email	DOB	SSN	
Third:							
	Name	Primary Phone	Secondary Phone	Email	DOB	SSN	
Fourth:				•			
	Name	Primary Phone	Secondary Phone	Email	DOB	SSN	
Additior	nal Occupar	ncy:					
Lease I	nformation					•	
Lease St	tart Date:		Lease En	d Date:			
Animals	:						
Pool Ma	nintenance:	Yard <i>N</i>	daintenance:	Po	est Control:		
НОА:							
		vs will be provided at m	ovo in				
Keys/AC	.cess. <u>Ne</u> j	Az will be blonged artif	ove-iii	•			
Parking:	-		Mailbox:				
Applian	ces:						
Move-In	Details	An	mount	Details			
Holding	Retainer:						
Animal F	ee:			Non-Refundable			
Other Fee:				Non-Refundable			
Lease Sig	gning Fee:			Non-Refundable			
Prorated Rent.				Non-Refundable			
First Month Rent:				Non-Refundable			
Concess	sions	(Credit):					
Holding	Retainer	(Credit):					
Total Due	e Upon Move	e-In:					
Monthly	Rent Details						
Total Mo	nthly Rent:			Next Rent Due Do	ate:		





, herein known as "Landlord" and, herein known as "Resident". Each
Posident is igintly and soverally liable for all terms, conditions, and liabilities of this tenancy, whether by
Resident is jointly and severally liable for all terms, conditions, and liabilities of this tenancy, whether by
law and/or under the terms hereof, whether residing in the premises or not.
1 ACENT. Posidonts understande On O Proporty Management, also known as #Co O!! is the action
1. AGENT: Residents understands On Q Property Management, also known as "On Q", is the acting Agent of the Homeowner, "Landlord". This Lease Agreement shall remain binding if management of the
Premises is transferred to the "Landlord" or any Agent procured by the Landlord
2. PREMISES: Landlord rents to the Residents, and the Residents rents from the Landlord, the premises
known as for the sole use
as a personal residence by the named Residents.
3. TERM OF TENANCY: The lease agreement shall begin on at 8 AM and end on
at 5 PM. Unless either party has served a proper notice to terminate the Lease, upon
expiration of the Lease, the lease automatically continues on a month-to-month basis. To terminate the
Lease upon its expiration or upon any month-to-month thereafter, either party must serve the other
party by a written notice which must be legally received days prior to the periodic rental date
specified in the notice pursuant to ARS 33-1375. All such notices must be hand-delivered or sent via
certified mail. If, after proper termination of the Lease, the Residents fail to vacate the premises as
provided for in this agreement (known as a holdover) the Landlord shall be entitled to recover an
amount equal to not more than 2 months periodic rent or twice the actual damages sustained by the
Landlord, whichever is greater as provided for in A.R.S. 33-1375(C).
4. LEASE RENEWAL: In the event the Landlord and Residents decide to renew the Lease Agreement
upon expiration, Resident agrees to pay a lease renewal fee to On Q in the amount of \$100.00. After
the lease term has concluded, and when a lease renewal has not been negotiated or termination
notice has not been provided by either party, the Lease Agreement shall continue on a
month-to-month basis with the rent set at the current rate plus a 20% "Month-to-Month Fee" thereof.
5. NOTICE: The Residents can serve notice to Landlord via service upon On Q Property Management,
1011 N. Val Vista Drive Suite #101, Gilbert, AZ 85234. If the day's notice to vacate is received after
the 1st of the month, the lease shall not terminate until the last day of the following month (including
month to month leases). Residents can give notice online at www.onqhelp.com, by certified mail, hand
delivery, and/or email only confirmed receipt by On Q. Resident is responsible for payment of rent
during the notice period. Service of any notice may be served upon Resident by hand-delivery or via
certified mail to the Premises. Certified mail is deemed received upon receipt or 5 days after it is mailed, whichever is earlier. Residents hereby appoint each other as agents of one another and any notice,
direction, or agreement by any individual Resident shall be enforceable against all Residents.





6. PAYMENT OF RENT: Residents will pay monthly rent ("Rent"), as detailed below, for each full month during this Lease:

Rent is due in advance, on the 1st day of each month, no exceptions, regardless of weekends or holidays. Rent is payable to On Q Property Management, 1011 N. Val Vista Drive #101, Gilbert, AZ 85234, or online at www.OnQpm.com. On Q is not required to accept a partial payment of Rent or other charges A.R.S. 33- 1371(A). Rents can be paid with a personal check, direct deposit, cashier's check, certified check or money order in the exact amount due. No second party checks or cash will be accepted. In the event that any funds paid by the Resident are returned insufficient funds, or for any reason upon 30-days written notice, On Q reserves the right to require payments made by certified funds. In the event that a Municipal fee, rental tax, or transaction privilege tax is required to be charged during the tenancy, the Resident is responsible for paying that increase after a thirty-day notice of the increase is issued. Residents understand they may use the drop box to tender their monthly rent payment at their own risk; however, rent paid via the drop box is not deemed received until collected and entered by On Q. Residents are responsible for updating online automatic payments should rents change any time during tenancy. Residents are also responsible for removing online automatic payments at the time of move out. Residents agree that in the event of funds being lost or misplaced, it is the Residents responsibility to replace lost funds immediately and provide On Q with proof that they are tracing said funds in a timely manner. Residents understand they may use the night slot/drop box to tender their monthly rent payment at their own risk. On Q Property Management does not warrant security on the drop box should the rent be lost, stolen, or removed by a third party. Resident agrees to reimburse the On Q immediately for the rent that was allegedly delivered to the drop box within 5 days of written demand, even if they have placed a trace on those funds.

7. LATE FEES/FINES: Residents must pay: (1) a late fee of \$45,00 will be assessed and due as rent, if rent is paid after the third day of each month regardless of holidays or weekends; (2) \$20.00 per day for each day thereafter that any portion of the tent is delinquent. Only cashier's check and money orders will be accepted after the 5th day of the month (3) \$45.00 for each non-sufficient fund check returned by the Residents bank and thereafter all future rents and charges must be paid only in the form of cashier's checks or money orders; (4) the costs or repairs caused by damages due to an act of neglect by Resident's guest; (5) \$1,000.00 fine for bringing an unauthorized occupant, animal, including visiting animals, on the Premises (payment of the fee does not allow the occupant or animal to remain on the Premises); (6) a document preparation/certified mailing fee of \$100.00 including but not limited to all legal notices, contract addendums, and documents served upon Resident, including but not limited to, 5-day notice of eviction, 10-day noncompliance, second 10-day noncompliance, immediate notice (Drugs, guns, violence, prostitution, gangs, etc.), 5-day notice to vacate (health and safety) violation notice; (7) a processing fee of \$25 for each HOA violation notice, in addition to any HOA or city violation fines; (8) legal fees, at actual cost, for each time the Residents account is sent to the court for a Forcible Detainer/Judgment to the prevailing party; (9) legal fees, at actual cost, for each time a Writ of Execution is prepared for the Resident; (10) At the time of the move out assessment the Premises must be vacant or there will be a \$100.00 charge for a second assessment.

Resident's failure to pay rent, or any portion thereof, or any other charges due may provide basis for termination of the Rental Agreement at the option of the Landlord or On Q. Resident further agrees that On Q has the exclusive right to determine how Resident's payments are applied towards the various





monetary obligations of this Rental Agreement (i.e. rent, unpaid deposits, unpaid fees, charges and/or animal permit violations). Residents agree and understand that the following charges shall be due and payable upon demand: NSF fees, late fees; administrative fees, legal document preparation fees, 5-day notice fees; certified mailing fee; past due rent notice fees; HOA and/or violation fees; and utility charges. Late rent & fees must be payable by certified funds only.

8. UTILITY RESPONSIBILITY: Residents shall arrange for all utility services necessary on the Premises and be responsible for the payment during the entire duration of the Lease Agreement. The Account Number for each of the utility services must be provided within 10 days when requested from On Q. Residents are to maintain utility services for 3 business days after moving out for the move-out assessment to take place. If the Resident fails to transfer, maintain, and pay for all utilities per the lease, then the Resident will be charged an administrative fee of \$150.00 for each occurrence in addition to the costs of any utility services billed by the provider, and understands that this is a material violation that may result in the termination of the lease. If applicable, pursuant to A.R.S. § 33-1314.01 (C) and (G), the billing system may change that is employed during the term of the lease upon service of a 90-day notice. Unless otherwise agreed to in writing, no utilities are provided or paid for by the Landlord, including but not limited to, the internet.

Utilities:

9. MAINTENANCE AND LANDSCAPE: Unless otherwise specifically written in the lease agreement Resident shall, at their sole expense: (1) Maintain the Premises in a clean and sanitary manner and comply with all local codes and regulations; (2) Maintain private patios and courtyard at their own expense and according to community guidelines; (3) Keep lawns, yard, trees, shrubbery, and swimming pool (if applicable) in the same condition and repair as at the beginning of this Lease. This care must be regular and include, but is not limited to, watering, moving, trimming, weeding, fertilizing and replacement of dead or dying shrubberies, grass and trees. Residents are responsible to get professional landscaping advice or hire assistance if they are not familiar with the proper upkeep necessary for their Premises. If an automatic sprinkler breaks, the Resident agrees to take any and all measures to water and assure the livelihood of the entire yard. If necessary, after applicable notice and failure to cure by Resident, Landlord or On Q shall have the right, but is not required to, have the weeds pulled, lawn maintained, or trash picked up and charged to the Residents as additional rent; (4) Dispose of all garbage and waste in a clean and safe manner; (5) Be responsible for any repairs due to Residents neglect or damages, reasonable wear and tear expected; (6) Ensure that water softener/RO system is functional and maintain salt levels if applicable; (7) Change air conditioning filters every 30 days and keep them clean and free of dirt. If filter is found dirty during a repair, Resident may be liable for damages to the air conditioning unit; (8) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of On Q; (9) Not obstruct or cover the windows or doors; (10) Resident agrees to test smoke detectors on a monthly basis and replace batteries as necessary. Please report any broken smoke detectors immediately to management; (11) Replace all light bulbs in a timely manner and ensure that all light bulbs are working when the Resident moves out.

Residents are responsible for keeping scheduled appointments with vendors for repair or maintenance requests. If Resident is not present or doesn't allow the vendor access to the premises, then Resident agrees to pay for any incurred trip fees. In addition, Residents will be charged the full cost of repair plus a 10% processing fee if the repair was caused as a result of their failure to report any issues in a timely





manner, negligence, misuse, lack of care, or failure to perform a required duty. Residents agree that any charges assessed are due and payable as rent on the period rental date following the assessment of the charges.

The following shall be the responsib	ility of the party indicated (fo	ailure to check shall mean that they are
the responsibility of the Resident):		
Pool Maintenance:	Yard Maintenance:	Pest Confrol:
10 APPLIANCES: The Premises conta	ins the following appliances:	

Should the premises contain a refrigerator, washer, dryer, or other non-essential appliance, it is strictly provided as a convenience to the Resident. If the appliance becomes non-functional, the Landlord has the option of repairing, replacing or removing the appliance. If the Landlord elects to remove the non-functional appliance, Landlord will bear the cost of removal Landlord is responsible for the following if they were included in the lease: Ovens/Ranges, Dishwashers, Mechanical pool parts, Heating/Cooling units, Major plumbing issues, Hot water heaters - unless neglected by the Resident. Residents agree that any damage to clothing of personal items by the washer or dryer is not the responsibility of the landlord. The landlord is not responsible for any food spoilage due to a fridge potentially going out. Furthermore, the Landlord is not responsible for excessive electric, gas, or water charges from faulty appliances.

- 11. GOOD NEIGHBOR: It is expected that you show respect for your neighbors by controlling loud noises from stereos, televisions, gatherings etc. Bicycles, skates, and skateboards must be used in designated areas or must yield to pedestrians so as not to interfere with legitimate sidewalk use. The use of mentioned items and/or playing in parking/garage areas and hallways is strictly prohibited. On Q takes great pride in the appearance of our community and properties. It is important for residents to keep walkways looking clean and free of litter. It is against policy to maintain and/or store items on shared walkways outside of the Premises as it may result in a tripping or fire hazard. Residents must keep the exterior entrance door area free of clutter. Do not hang anything on exterior walls, railings or light fixtures and keep all stairs and common walkways clear. All patios and balconies must be kept free of clutter and should not have personal items except furniture that is specifically designed for the area and must be maintained in a good clean condition.
- 12. COMMUNITY POLICIES: If applicable, the community policies are for the mutual benefit of all Residents and are deemed a part hereof this Lease Agreement and violations or breaches of any community policy shall constitute a default under the Lease Agreement. Notice of modifications to community policies will be given to residents at least 30 days prior to their effective date.
- 13. SAFETY: It is the responsibility of each Residents to ensure their own personal safety. On Q and Landlord assumes no responsibility or liability, unless otherwise provided by law, for Resident and guest safety, or injury or damage caused by the criminal acts of other persons. Residents hereby agree and acknowledge that On Q and Landlord have no duty to provide any security services to Residents or the community and that no such security service is being provided for Residents benefit. Residents shall look solely to the public police force for security protection and the Resident agrees and acknowledges that





protection against criminal action is not within the power of On Q or the Landlord. In the event that On Q provides security enhancements or recommendations, those services cannot be relied upon by Residents and shall not constitute a waiver of, or in any manner modify that above agreement. On Q and Landlord shall not be liable for failure to provide adequate security services against criminal or wrongful actions by others against Residents, their relatives or their guests.

14. DUTY TO REPORT: The Resident agrees to immediately report all issues that may negatively affect the rented premises (ie: water leaks, roofing problems, existence of mold, or other health or safety issues). In the event the Resident fails to report any problems that they know of or should have discovered, such inaction shall constitute a material breach of this Lease and Resident may be evicted and, to the extent permitted by law, waives any other claims for damages to their personal possessions, their health or safety. Residents may be required to open an insurance claim with their Renters Insurance policy in the event that a maintenance issue (water leak, fire, etc.) causes damage to the Premises on a neighboring unit.

All Work Orders must be submitted online using help.ongpm.com and click on "Maintenance Request".

15. SWIMMING POOL & BODIES OF WATER: If these Premises contain a swimming pool, which for the purposes of this section includes any lake, pond, spa, hot tub or other water feature, the Resident further acknowledges that, while the Pool is enclosed from the general public, there may be no wall, fence or other barrier between the Pool and the residence on the Premises and there may be no motorized safety cover on the Pool which requires the operation of a key switch. Resident assumes all risk relating to the Pool and access thereto and hereby waives any and all claims, now existing or hereafter arising, against Landlord or its agents of any nature whatsoever regarding or relating in any way to the Pool and access thereto. In addition, Resident hereby indemnifies and holds Landlord and its agents harmless from any claims, now existing or hereafter arising, of any nature whatsoever regarding or relating in any way to the Pool and access thereto that might ever exist in favor of Resident or any of Resident's employees or invitees. Residents understand that the Pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of this Lease. Any interruption or non-availability of the use of the Pool will not violate any terms of this Lease.

Residents acknowledge receipt of the Arizona Department of Health Services approved Private Pool Safety Notice as required by A.R.S. 36-1681(E) and A.D.H.S. Rule R9-3-101. To the fullest extent permitted by law, Resident agrees to hold Landlord and On Q harmless from any and all claims for damage or injury relating to pool safety or use by Residents or their guests. If premises do contain a pool with pool service, Resident is still responsible for general upkeep and cleaning in-between when service is rendered by Pool Company, this includes water level, debris removal and sweeping and chemicals if necessary. If Resident is fully responsible for complete pool service at the Premises and fails to properly maintain the pool, the Landlord shall have the right, but is not required to, hire a pool company at the Residents expense and Residents shall be billed accordingly for proper upkeep of the pool and agree to pay monthly. Residents agree to notify On Q in writing and via telephone of any defective safety equipment regarding the pool including pool fences, safety latches etc. Residents agree to keep the pool timer scheduled to run on a daily basis for at least 8 hours in the summer and 4 hours in the winter.





Residents agree to investigate all applicable laws regarding swimming pool barrier regulations. Which includes all state, county, and municipal laws and agrees to comply with these laws while occupying the Premises. Residents expressly relieve and indemnify Landlord and On Q from any and all liability and responsibility for compliance of any and all pool barrier laws and regulations.

16. COMMON AREAS: In the event that the Premises has common areas that are shared by other residents, whether or not the common areas are owned or controlled by Landlord, unless otherwise provided by applicable law, the Landlord may, but is not obligated to, close or restrict access to common areas, amenities or service by giving or posting written notice if any areas of the Community are affected by: (1) fire or catastrophic damage; (2) environmental or health issues including, but not limited to, the existence of mold, radon gas, bed bugs, structural defects, disease, pandemic, riot, protest, civil disobedience or any other condition that may affect the responsible operation of the Community as determined by Landlord; or (3) any causes beyond the control of the Landlord. In the event Landlord temporarily or permanently closes or restricts access to common areas, amenities or services, such closure or restricted access shall not entitle Resident to deduct or withhold rent or other charges due under this Lease. Further, in the event that the common areas are managed and controlled by a third party, to the fullest extent permitted by law, Landlord shall have no liability in the event that the third parties close such common areas.

17. ACCESS: On Q will not enter Residents Premises without prior 2-day written or verbal notice except in the case of an emergency (fire, flood, death, etc.) or in the event of a request for repairs from Residents. Residents further agree that the notification to On Q of service or maintenance requests grants authority to enter the unit at all reasonable times for the purpose of that request. Residents are aware that under these circumstances, the Landlord and On Q are not responsible for lost or stolen articles. Residents allow the Premises to be shown during the last _____ days of the tenancy to prospective Residents, buyers, or others with a proper notice. It may not be necessary for the Residents to be present when the Landlord, On Q, or their representatives, enter the Premises. However, if the Residents would prefer to be present, then at least Lindividual must be a Resident/Leaseholder.

Residents understand that, after service of applicable notice, On Q may conduct a routine assessment of the premises during occupancy. Residents will be liable to pay a \$50.00 rescheduling fee per occurrence for changed appointments or reschedule requests. Residents also understand and agree to allow a field service representative to photograph the home as needed to complete a thorough routine assessment. If Resident is unable or not present to provide access during a scheduled appointment, then the Resident will be liable to pay a \$85.00 trip charge per occurrence for missed appointments or unnecessary repair requests.

18. RESIDENTS POLICIES. (1) Residents shall not decorate or alter the unit, patio or balcony area, have a waterbed, trampoline, sublet, or park a motorized vehicle in the premises without written permission from On Q; (2) Residents further agrees to comply with state statutes, city ordinances, and any applicable homeowner's association rules and regulations which are applicable to the premises and agrees that a breach of the foregoing shall constitute a material breach of this lease; (3) Residents shall show due consideration of his neighbors and not interfere with other's quiet enjoyment, and On Q shall be sole judge of acceptable conduct; (4) Residents have carefully assessed the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the unit





inventory. Residents agree to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition; (5) Guests of the Resident must have On Q's written consent if they stay in the premises more than 14 days in a 12-month period, or more than 7 days in 1-month period. No more than 2 guests per visit. Guests using recreational facilities must be accompanied by someone on the lease; (6) Residents shall not contact the Landlord directly by phone, email, text message, messaging applications, or other means. All communication is to be directly with On Q.

- 19. ABANDONMENT: Abandonment means absence of the Resident from the dwelling unit without notice to On Q for at least 7 days, if rent for the unit is outstanding and unpaid for 10 days and there is no reasonable evidence, other than the presence of the Residents personal property that the Resident is occupying the unit or the absence of the Resident for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of the Residents personal property is in the dwelling unit. Such abandonment shall not constitute "surrender" without the consent of On Q. In the event of abandonment, Landlord and On Q shall be entitled to all remedies of the law or in equity. The law provides that if personal property is abandoned by the Resident and determined by Landlord or On Q to be of less value than the cost of moving, storage and conducting a sale of such personal property, then any or all abandoned property may be destroyed or otherwise disposed of.
- 20. EARLY LEASE BUY-OUT: Landlord has relied upon the Residents commitment to lease the Premises for the entire lease term. If Residents desire to terminate the Rental Agreement prior to its expiration, Residents will be released from any future liabilities under the Rental Agreement except damages caused to the unit if: (1) Provides written notice of a date they will vacate that is at least ______ days from the date of delivery of the Notice; (2) Resident is not in default of this Rental Agreement at the time Notice is given; (3) Vacates and delivers possession to On Q on the Vacate Date; (4) Pays one-time liquidated damages equal to \$1,000,00 to cover lessor marketing and leasing fees. No portion of the Residents deposits shall be used towards this cost; (5) Pays all rent and balances due by certified funds every month until either the Premises is occupied by a new Resident or 90 days after vacating the property, whichever occurs first; (6) Reimburse Landlord for any expenses incurred, including but not limited to damages to the Premises, rekeying of the Premises, and any utility costs. All unpaid balances will be pursued by collections, wage garnishments, and the like. It is agreed that in the event of Residents breach, the actual damages will be difficult to determine and/or ascertain, and that the liquidated damages amount constitutes a fair and reasonable amount of damages under the circumstances that will apply and is not considered a penalty.
- 21. RULES, REGULATIONS AND APPLICABLE LAW: Both Landlord and Residents agree to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowners' Association rules and regulations concerning the premises. Residents agree to supervise Residents family, guests and invitees to ensure their compliance with these rules, regulations, and laws. Residents shall be responsible for any actions of Residents family, guests and invitees who violate this Agreement or On Q's rules or regulations, pursuant to A.R.S. § 33-1368(G). Residents are responsible for any fines or penalties assessed by any governing body as a result of Residents violation of any of these rules, regulations, and laws, and such amounts are immediately due and payable as rent. Residents agree to pay On Q an administration and processing fee of \$100.00 for each warning or violation received from the HOA or City, in addition to any other charges due thereunder. The Resident has either received a





copy of any rules, regulations, and laws concerning the premises, or has made an independent investigation of the applicability of such rules, regulations and laws as to the Residents use of the premises. If the State, County, Municipality, or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, then where permitted, On Q may make immediate amendments to bring this Agreement into compliance with the law and in any other instance after service of 30 day written notice. In such event, On Q agrees to give Resident written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date. A.R.S. § 33-1342(C).

- 22. INDEMNIFICATION: To the fullest extent permitted by law, Landlord and On Q shall not be liable for any damage or injury to the Residents or any other person, or to any property, occurring on the premises, or any part thereof, or in the common areas thereof, unless such damage is the proximate result of negligence or unlawful act of Landlord, On Q, or employees. Residents agree to hold Landlord and On Q harmless from any and all claims for damages, except for injury or damages for which Landlord is legally responsible. Residents shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the Premises. Resident understands that Landlord's insurance does not cover Resident's belongings or løsses. On Q requires Residents to obtain a renter's policy which includes an all-risk policy, which names Landlord and On Q as additional insured.
- 23. WAIVER: Failure of On Q to insist upon strict compliance with the terms of this Lease agreement shall not constitute a waiver of On Q's rights to act on any violation. Unless otherwise provided by law, all modifications to this lease must be in writing and signed by all parties.
- **24. ATTORNEY FEES**: In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party shall be awarded court costs and all reasonable attorney's fees.
- 25. SEVERABILITY: If any provision of this Lease Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Lease Agreement.
- **26. REMEDIES CUMULATIVE**: All remedies under this Lease Agreement by law or equity shall be cumulative.
- 27. SIGHT UNSEEN: All Parties agree that Residents were given the opportunity to view and assess the Premises prior to signing the Lease Agreement. If the Residents declined to view the Premises, it was at their own choosing and have agreed to execute the Lease sight unseen for convenience. On Q is not responsible in any way if the Resident is not happy with the Premises if the Resident refuses to complete an assessment and such issues would have been found during an assessment. Upon move-in the Resident does not like the Premises, Resident understands completely and fully that they are obligated to the legal & binding contract Lease. Furthermore, parties acknowledge that Residents are fully obligated to all provisions of the Lease Agreement should they not take occupancy of the Premises. Residents further agree that any maintenance shall be done as required by the Lease Agreement and not the preferences of the Residents since Residents agreed to take Premises sight unseen. The Residents acknowledge the pictures and information contained online or in marketing material is subject to change, is accurate to the best of On Q's knowledge at the time posted or published but may vary





from the actual condition and should not be relied upon. Landlord and On Q makes no warranties expressed or implied other than those stated explicitly in the Lease Agreement.

- **28. MILITARY RELEASE**: Military personnel on active duty may terminate the Rental Agreement upon compliance with the Servicemembers Civil Relief Act.
- 29. DEATH OF RESIDENT: If a Resident dies during the term of this Lease, any remaining Residents shall assume all obligations under the Lease as if the deceased had not been a party to the Lease. Any amount claimed by the deceased's estate for contribution to the Deposit will be paid to the estate by any continuing Residents, and neither Landlord nor Landlord's agent shall have any abligation to the estate for refund of the Deposit.
- **30. SECURITY DEPOSITS:** The balance of all deposits, if any, shall be refunded within 14 business days from the date when possession is delivered to On Q, termination of the lease, and written demand is made by Resident, together with a statement showing any charges made against such deposits by Landlord. Residents understand that the Landlord's Agent (On Q Property Management) is the management company and not the Landlord of the Premises therefore the Landlord of the Premises is the responsible party for the return of the security deposit and the disposition of damages per law. Residents also understand and agree that if they have a disagreement with the refund of the security deposit, they will hold On Q Property Management harmless from any lawsuits in connection herein.

In the event the Contract for Management between Landlord and On Q is terminated during the term of this Agreement, the Residents Security Deposit will be sent to the Landlord or managing company of their choosing. Residents will need to communicate directly with Landlord for the return of the security deposit.

Security deposits may be used as follows:

- A. BREACH: Deposit may be applied to amounts owed if Resident breach of lease agreement results in early lease termination.
- B. INADEQUATE CLEANING: If Resident does not complete the cleaning requirements listed and determined by On Q. (Normal wear and tear accepted.)
- C. CLEANING: If Resident fails to give On Q a copy of a receipt from a professional cleaner dated within a 1 week of move-out date.
- D. DAMAGE: Resident agrees that if Premises are not returned in the same condition as Resident received it, less normal wear and tear as determined by On Q, Resident will be charged Landlords cost to repair. Personal property will be stored and disposed, sold or donated pursuant to law.
- E. OTHER: Resident agrees to pay any unpaid preparation fee, animal sanitizing fees, late charges, maintenance, lost key charges or other unpaid charges or fees. Failure to vacate on move-out date will result in the Resident being charged the entire month's rent or statutory damages, whichever is greater.
- F. IMPORTANT: On Q will first apply security and animal deposits to satisfy the charges listed above in Paragraphs. However, if these deposits are insufficient to satisfy the total charges, On Q will send Resident, at last known address, an itemized bill which Resident agrees to pay promptly. Landlord agrees to return all refundable deposits in accordance with A.R.S. § 33-1321.





- 31. SECURITY DEPOSIT ALTERNATIVE: A Security Deposit Alternative Policy would be in lieu of a Security Deposit. If the Residents elect to use a Security Deposit Alternative, they pay a monthly Security Deposit Alternative Administrative Fee due on the same date as the rent each month, with the full understanding and agreement that these fees are not refundable at any time or under any circumstances. The Security Deposit Alternative program is for the benefit of the Landlord only and the Premium the Resident pays is not a Security Deposit and would not be refunded to the Resident under any circumstances. If there is an outstanding balance or a claim paid to the Landlord, the Resident must reimburse the full amount of the claim at the end of the lease term. This program is optional, and Residents may elect to provide a Security Deposit instead. See the Security Deposit Alternative Addendum for additional details.
- **32. GENERAL PROVISIONS**: Landlord and On Q have made no oral promises, representation, or agreements. This Lease is the entire agreement between the parties, and On Q (including its employees, leasing personnel and other personnel) has no Authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations unless done in writing. Further, Residents may obtain a copy of the Arizona Residential Landlord and Tenant Act from the Arizona Department of Housing Office. Residents may be present at a move-out assessment of the rental unit with written notice to On Q. If the Premises was built before 1978, then the Residents further acknowledges that he/she was provided a copy of the Federal Lead Hazard pamphlet and accepts responsibility for reading and understanding its contents.
- **33. FAIR HOUSING ACCOMMODATIONS**: On Q is dedicated to honoring Federal, State and Local Fair Housing laws. Accommodations and modifications will be made as reasonably necessary, in order to enable Residents with disabilities to utilize the rental premises. In some instances, a reasonable accommodation request form may be required. The Resident agrees to restore the premises to their prior condition unless written agreement has been made.
- **34. RENTAL INCENTIVES.** It is understood that the rent incentives or concessions (i.e. "free month") listed on the Lease Agreement or Holding Retainer form are contingent on fulfilling all lease agreement obligations. If for any reason the Lease Agreement is terminated before the expiration date, the incentive would be due to be paid by the Resident to the Landlord, plus any applicable tax.
- 35. AGREEMENT AND ACCEPTANCE: Resident agrees: (1) to live within the spirit and letter of this entire Agreement including the Rental Application, the Apartment/House inventory, and Animal Agreement (if applicable), all of which are attached; (2) that each obligation of this Agreement is material and a violation of any obligation by Resident entitles Landlord to terminate this Agreement and/or exercise any other legal rights it may possess; (3) that the Resident designated below as "Resident" shall deliver the total rent due each month to On Q, occupy the assigned parking space (if applicable) and receive any security refund (if applicable); and (4) upon written notice from On Q, this Agreement will be terminated if false and/or misleading information provided by the Resident is contained in the Lease Application. (5) To Opt-in to communication and approval authorization via phone call, text message, and e-mail during the duration of the lease.
- 36. SMOKING: Residents agree that there shall be no smoking of cigarettes, cigars, marijuana or





e-cigarettes, etc. inside the rental Premises at any time. Any smoking must be done outside of the Premises and all debris must be properly disposed of by Residents immediately. Resident agrees to pay On Q a fine of \$500.00 per each violation of this provision and further understands that this is grounds for noncompliance of the Lease Agreement and all possible costs incurred for restoring the premises and any legal ramifications as a result of breach.

- **37. SATELLITE DISHES**: Residents agree to comply with all regulations and any other restrictions that Landlord, On Q, State, FCC or HOA may prohibit regarding the placement of said satellite dish. On Q will not unreasonably mandate the placement of said satellite dish but will require the Resident to fully comply with all regulations and/or conditions that includes but is not limited to no holes being drilled in outside walls, roofs, or windows and balcony railings. Furthermore, no part of the dish or antenna con extend beyond the balcony railing line, which is in the sole exclusive use of the Resident.
- **38. LIABILITY/RENTER'S INSURANCE**: Residents acknowledge that personal property, security and safety of the Residents, Residents, Occupants and Guests is the responsibility of the Residents and not the responsibility of the Landlord or On Q. Residents assume all liability for personal injury, property damage or loss, and insurable risks. This provision is not intended to waive Landlord's liability from those acts or inaction directly attributable to Landlord. It is the sole responsibility of the Residents to obtain liability and property insurance to protect against losses to personal properties, including vehicles on premises, and other losses or damages (i.e., flood, fire, theft, vandalism and other perils) during the entire duration of the tenancy. Pursuant to the Lease Agreement and statutory law, Residents are responsible for any damages to the premises as a result of their negligence or the negligence of their guests and occupants. Accordingly, Residents have a duty to reimburse Landlord or other parties for all resulting damages in such events. Violation of the stated provisions by causing excessive damage to the Premises or significant financial harm for the Landlord, is a material and irreparable violation of the rental agreement and cause for immediate termination of the tenancy.

Residents are required to maintain and provide the following minimum Required Insurance coverage: \$100,000 Limit for Resident's legal liability for damage to Landlord's real property and personal property, including any fixtures, including but not limited to the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage.

- **39. JURY TRIAL WAIVER:** All Parties agree that in the event of any litigation between Parties, including a Special/Forcible Detainer action or civil litigation, that the parties waive their rights to a jury and agree that a Judge shall hear the matter.
- **40. CLASS ACTION WAIVER:** All Parties agree to waive the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative.
- **41. COLLECTIONS:** Landlord and On Q are entitled to recover the full amount due for the Rental Agreement as well as additional damages, all costs to collect the monies owed, including any money the Landlord pays a collection company or lawyer to collect those funds with or without suit. Residents will pay an additional 40% collection fee for balances outstanding more than 120 days. Resident agrees to reimburse On Q the fees of any collection agency, which will be added to the account at the time it is placed with an agency for collection and may be based on a percentage of the debt, and all





reasonable costs and expenses, including reasonable attorneys' fees, incurred in such collection efforts.

- **42. CREDIT REPORTING:** On time payments, non-payments, late payments, default or breach of any of the terms of this rental agreement may be reported to a credit and/or reporting agency.
- 43. ANIMALS: Residents agree to specifically identify in writing the sex, size and breed of every animal on the Premises. The Resident agrees to provide proof of licensing and up-to-date shot records for each of the animals. The Resident agrees to comply with all Community/City/State rules and regulations regarding animals. The Resident agrees to maintain an insurance policy that covers the animals listed below, and agrees to name the Landlord and On Q as an additional insured on that policy (assistive animals are exempted from this requirement). Residents agree to not permit any other animals to visit or live in the rental premises (assistive animals are exempted from this requirement). Written permission by the Landlord and an animal deposit/rent is required for each animal brought onto the premises (assistive animals are exempted from paying an animal deposit). Residents understand it is illegal for a person to falsely claim that an animal is an assistive animal.

Resident agrees not to keep or permit any animals, including assistive animals, on the Premises without prior written consent from On Q. On Q hereby grants Resident permission to keep the following animals/assistive animals on the premises:

Animals:

- **44. KEYS:** The Landlord and/or On Q may choose to retain keys to the Premises. If the Resident changes and/or adds a lock, then the Resident shall provide On Q a new set of Keys within 10 days. The Resident shall pay a rekeying fee of \$250.00 to On Q if The Residents: (1) fail to return all the keys given at occupancy; (2) fail to get On Q's authorization to change locks; (3) fails to provide On Q with working keys and/or access after rekeying the Premises within 10 days of making the change; (4) fail to use the same type of lockset when re-keyed. In the event that Residents are locked out of their Premises and in need of access, Residents must contact a professional locksmith, not the Landlord or On Q, and are responsible for any costs incurred.
- **45. MAILBOX:** If you are renting a home with a community Mailbox, you will need to go to the U.S. Post Office that services your Premises to obtain mailbox keys. Community Mailboxes or Cluster Mailboxes are owned by the USPS and are federal property; they are not owned by the public or home owners. Therefore, in order to receive keys to the mailbox, you must prove that residency has been established by going to the local post office with your lease agreement or utility bill and valid government issued ID.

To find the post office that services your Premises call 800-275-8777 or go to the USPS Postal Office Locator website at tools.usps.com/find-location.htm. Upon providing your residency documentation, the Post Office will rekey the community mailbox lock at a minimal fee. Any fees that the Post Office may charge are the responsibility of the Resident. New mailbox keys may take between 3 and 5 business days to receive.





Alternatively, you may also choose to use 3rd party services such as Express Mailbox Lock, Key & Repair (express-mailbox.com) to obtain mailbox keys. They will also require residency documentation and identification but could help expedite the process.

46. PARKING: Parking policies are strictly enforced. Residents agree that only the vehicles (including trailers, RVs and boats) identified in the Lease Agreement may park on the Premises without separate written consent from the On Q. On Q may assign parking spaces or areas for Residents and their guests. Inoperable, abandoned or unauthorized vehicles will be towed after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles that are parked in a space assigned to another resident, parked in a marked tow-away zone or parked to impede traffic, gate entrance or trash collection easements. Vehicles parked on the Premises must park "head in" only, show current registration, be in operable condition and never parked on sidewalks or in landscape areas. Vehicles not parked in this manner may be towed immediately without warning. An administrative fee of \$100.00 as well as all expenses incurred as a result of unauthorized parking shall be deemed as additional rent owed and be immediately due and payable.

Vehicle Details:

- **47. FIREWORKS/EXPLOSIVES:** The use, discharge, or ignition of explosive devices, smoke bombs, firecrackers, flares, sparklers, fireworks or any other noise, smoke, flame or spark-creating item or novelty is expressly prohibited in the rental premises or anywhere on the premises or common areas. Possession of and/or use of any of the foregoing by the resident, any occupants or guests of the resident whether or not the items are legal or illegal to purchase, possess or use under the laws of the State of Arizona, may subject the resident to exiction from the premises and shall constitute a serious default under the terms of the lease agreement.
- **48. OCCUPANCY:** Occupancy is limited to those persons named in this Lease Agreement only. Residents are not allowed to assign this agreement or sub-lease the Premises, nor advertise or use the property as a short term rental (AIRBNB etc). Residents represents, warrants and covenants that all persons residing at the Premises are identified as Residents or Occupants within this Lease Agreement. All occupants over the age of 18 are required to complete an application and will be subject to the standard approval process. Any persons unnamed as a Resident or Occupant are not allowed to occupy and must not stay in the Premises for more than 7 consecutive days, and no more than 14 days in a calendar year, without On Q's written consent. Failure to notify On Q prior to adding a new Resident or Occupant is a breach of the Lease agreement and will result in fees and possible termination at the discretion of the Landlord or On Q. If Residents would like to request adding or removing persons from the Lease Agreement, they must contact their Property Manager immediately and prior to their occupancy.

Payments made by third parties may be accepted, at On Q's sole discretion, however, acceptance of any payment will not create a tenancy between On Q and the third party or otherwise be deemed a consent or convey any rights to such third party.





49. ATTACHMENTS: Incorporated into this Le	ease are the following adde	nda or other information:
HOA CC&R's	Available Online	
Mold Disclosure	Attached	
Crime Free Lease Addendum	Attached	
Bed Bug Addendum	Attached	
Assessment and Work Order Addendum	Attached	
Renters Insurance Addendum	Attached	
Resident Benefits Package Addendum	If Applicable	
Animal Addendum	If Applicable	
Lead Based Paint Addendum	If Applicable	
Security Deposit Alternative Addendum	If Applicable	
50. EMERGENCY CONTACT: Provide us the to enter your dwelling unit to retrieve an authorize entry for in any other event of a emergency contact person ("Emergency under any circumstances believed to be responsible for the actions of the Emergency harmless from all claims relating to the Contact or any person therewith. Full Name: Address:	nd store your personal proper can emergency. I hereby des r Contact"), and authorize of e an emergency. My estat ncy Contact, and to indem	erty if you die, and to whom you lignate the following person as my On Q to grant entry to said person te and I hereby agree to be full nify and hold Landlord and On G
By signing below, the signer agrees to all attachments/addendums.	conditions stated in this Leas	e Agreement and any applicable
RESIDENTS SIGNATURE		
Print Name:	Sign:	Date:
ON Q SIGNATURE		
Print Name:	Sign:	Date:
Print Name:	Sign:	Date:





NOTICE AND DISCLOSURE REGARDING MOLD ADDENDUM

There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Landlords and/or On Q are not trained to identify mold or similar conditions. Mold is not detectable by a Landlord and/or On Q – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a Premises could have a serious but hidden mold problem unknown to the Landlord. The only way to provide any reasonable assurance that a Premises does not have mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated.

Since most varieties of mold thrive on moisture, it is extremely important that you report all water leaks to the landlord or On Q in a timely manner. It is also your obligation to report any signs of mold or unusual odors in the Premises. If the presence of mold is a material matter, you must conduct any and all inspections or tests prior to signing a lease.

PREVENTING MOLD:

- 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. 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 the 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.
- 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
- Rainwater leaking from roofs, windows, doors and outside walls, as well as waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines.
- Leaks from plumbing lines or fixtures, leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks.
- Washing machine hose leaks, plant watering overflows, animal urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
- Leaks from clothes dryer discharge vents (which can put excessive moisture into the air).
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Any air conditioning or heating problems you discover must be reported. 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%) to help humid areas of your dwelling dry out.
- Any signs of water leaks, water infiltration or mold must be reported. We will respond in accordance with state law and this rental agreement to repair or remedy the situation, as necessary.





CRIME FREE LEASE ADDENDUM

This Addendum is incorporated into the Lease Agreement between the Residents, Landlord and On Q Property Management. Residents hereby acknowledge that they have read and understand all items in this Addendum.

- 1. Resident, any member of the Residents household or a guest or other person under the Residents control shall not engage in criminal activity including drug-related criminal activity on or near the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 02}). Residents understand and agree that marijuana, whether recreational or medicinal, is a controlled substance and its use, possession or manufacturing constitutes a violation of federal law and constitutes an immediate and irreparable breach of this Lease.
- 2. Residents, any member of the Residents household, or a guest of another person under the Residents control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the said Premises.
- 3. Residents or members of the household will not permit the unit to be used for or to facilitate criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
- 4. Resident, any member of the Residents household or guest, or another person under the Residents control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. § 13-3451, at any locations whether on or near the Premises or otherwise.
- 5. Resident, any member of the Residents household, or a guest or another person under the Residents control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. § 13-1211, criminal street gang activity as defined in A.R.S. § 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. § 13-1202, assault as prohibited in A.R.S. § 13-1203 including but not limited to the unlawful discharge of firearms, on or near the Premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, On Q or other Resident or involving imminent or actual serious property damage, as defined in A.R.S. § 33-1368(A)
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement under A.R.S. § 33-1368. Unless otherwise provided by law proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this Addendum and any other provision of the Rental Agreement, the provisions of the Addendum shall govern.
- 8. Resident hereby authorizes Landlord and On Q Property Management to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this Addendum.

Residents Initials:	





BED BUG ADDENDUM

This addendum is entered into in compliance with A.R.S. § 33-1319, and is intended to govern the rights and obligations of the Landlord, On Q, and Resident.

The Landlord and On Q shall not enter into any lease agreement for a dwelling unit that is known to have a current bed bug infestation. When a unit is known to have bed bugs prior to entry of a lease, Landlord and On Q agree to treat the unit for bed bugs. Upon successful remediation as reasonably determined by On Q, the Resident may enter into a lease for the unit.

Except where it is proven that Resident brought the bed bugs to the Premises, in the event that bed bugs are detected in the residence within the first 7 days of occupancy, and reported proper notice is given by the Resident, the Resident complies with all of the obligations of this addendum, then the Landlord agrees to take all reasonable steps necessary to control or destroy the bed bugs, which may include following the recommended protocol as determined by a licensed pest control service. This requirement in no way limits On Q's right to use staff to remedy the situation, nor does if relieve the Resident of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Resident's act, omission or negligence. In the event that bed bugs are detected in the residence after the first 7 days of occupancy, then the Resident will be responsible for all remediation costs incurred and must comply with the necessary steps for remediation.

Resident hereby represents and avows to On Q that Resident does not currently have, and has not had within the previous 6 months, a bed bug infestation. Residents agree not to move any items into a unit that the Resident knows, believes or should know that contains bed bugs. The Resident agrees to take reasonable steps to prevent, control and provide notice of any signs of bed bugs within 3 days of when the bed bugs should have first been recognized by an occupant. Residents agree to routinely inspect for signs of pests, including after Resident has visited another home or a hotel. Residents agree to prepare their unit for treatment and comply with all recommendations and requests form management and pest control exterminator prior to the professional treatment including but not limited to placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis.

- 1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean dry items that are not washable and notify the dry cleaner of the issue so that proper steps may be taken to remedy the issue.
- 2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.
- 3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infested items.
- 4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
- 5) Move all of the furniture away from the walls and leave access to closet areas.

In the event of a breach of this addendum by Resident, On Q may invoke its legal remedies including but not limited to, holding the Resident liable for the cost of remediation and seeking possession of the Premises upon giving a 5-day health and safety notice. Conduct that constitutes such a material health and safety breach includes failure to promptly notify On Q of evidence of any pest infestation, refusal to permit On Q to enter to assess for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post-treatment activities, including a failure to report ineffective treatment or re-infestations.

The Resident acknowledges that the Landlord and On Q are not an insurer of Residents property and is required to have insurance to cover any losses. Furthermore, the Resident agrees to indemnify and hold harmless the Landlord and On Q from any claims, including attorney fees, which the Resident may incur as a result of the negligent or intentional acts of the Resident or their guests. Residents may be liable for failing to comply with this addendum. Landlord and On Q shall not be liable to Resident or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

Residents Initials:





ASSESSMENT AND WORK ORDER ADDENDUM

Residents acknowledge that they have received the Move-in assessment form Residents shall hereby have 5 days after taking possession of the Premises to deliver completed checklist with photos documenting any defects to On Q. Failure to provide On Q with completed checklist and photos within the 5 days shall constitute Resident's acknowledgement that there are no defects and has accepted the Premises and appliances in good and acceptable condition. The move-in form is not a request for repairs, but rather merely a means of documenting conditions in the Premises. If a written agreement to perform specific repairs on the Premises is not received by On Q, it is understood by both parties that Resident is accepting the Premises in its AS-IS condition. Resident is hereby given written notice that he/she is invited to be present at the move-out assessment. Resident may obtain a copy of the Arizona Residential Landlord and Tenant Act from the Arizona Department of Housing by going to https://housing.az.gov or call 602-771-1000

Move-In/Move Out Assessments will not create a Work Order – Should you have any repair requests found at Move-In, please contact your Property Manager.

FOR ALL NON-EMERGENCY REPAIR REQUESTS: Go to www.onqpm.com, then click 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

FOR ALL EMERGENCY REPAIR REQUESTS DURING NORMAL HOURS (9AM-5PM business hours): Call 480-518-9910 and ask to speak with your Property Manager. You must still submit an online request by going to onapm.com, then click the 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

FOR ALL EMERGENCY REPAIR REQUESTS AFTER HOURS (fire, flood, death, etc.): Call 480-518-9910 and follow the prompts. If there is no answer, leave a detailed message and someone will get back to you as soon as possible. You must still submit an online request by going to onapm.com, then click the 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

Residents Initials:		
	7	

