

# RENTAL CONTRACT

## HOWARD'S PLACE

### APARTMENTS

P.O. Box 418  
Thatcher, AZ 85552  
928-428-7261

www.howardsplacere rentals.com  
Scott Howard for repairs 928-322-1652

I \_\_\_\_\_ agree to rent at \_\_\_\_\_ Apt # \_\_\_\_\_  
in Howard's Place from \_\_\_\_\_ to \_\_\_\_\_. I agree to the following conditions:

1. THE RENTAL FEE FOR THE TERM OF THIS LEASE IS \$350.00 FOR EACH FULL MONTH . The first payment is due before you move in, and it will cover rent for first and last month. THE OTHER PAYMENTS ARE TO BE MADE ON OR BEFORE THE 1<sup>ST</sup> OF EACH MONTH AND DELINQUENT AFTER THE 5<sup>TH</sup>.
2. **I understand fully that I will receive no refund if I move out anytime before my lease is complete or if I do not move in at all after I have paid my deposit.**
3. The security/cleaning deposit on this dwelling is \$300.00. This deposit is partially refundable up to \$250 for the Cleaning deposit as long as Tenant(s) leaves the dwelling in reasonably clean and undamaged condition and completes the contract. The \$50 Security portion of the deposit will be non-refundable. Move out procedures will be provided to the tenants a month before move out. **Tenant(s) are required to give 30 days notice in writing before they move and will be responsible for paying rent through the end of this notice period.**
4. I understand that a \$25.00 fee will be charged for all returned checks. This is due as soon as I am notified that there was a problem with my check.
5. I understand that business for Howard's Park is not conducted on Sundays unless there is an emergency. This includes paying rent. Rent is to be paid on or before the 1<sup>st</sup> of each month however, if the 1<sup>st</sup> falls on a Sunday then rent will not be due until the following Monday, the 2<sup>nd</sup> . Rent is considered late after the 5<sup>th</sup> of each month however, if the 5<sup>th</sup> lands on a Sunday rent will need to be paid later than the 4<sup>th</sup> to avoid late penalties.
6. Rent should be paid by mailing your payment to Howard's Place, P.O. Box 418, Thatcher, AZ 85552. This should be postmarked no later than the 5<sup>th</sup> to avoid late penalties. Rent can also be paid thru Venmo to @Howards-Place. Rent should never be brought to Landlord so please plan accordingly.
7. IF RENT IS NOT PAID BY THE 5<sup>TH</sup> OF EACH MONTH, THERE WILL BE A \$5.00 PER DAY LATE PAYMENT FEE, WHICH WILL BE STRICTLY ENFORCED. IF THE RENT IS NOT PAID BY THE 10<sup>TH</sup> OF EACH MONTH, PLUS THE PENALTY FEE, AT THE OPTION OF THE LANDLORD, YOU MAY BE ASKED TO VACATE THE APARTMENT.
8. Owner will refund all cleaning deposits, less repairs/cleaning/rent due, within 14 days after Tenant(s) have completed their contract, vacated the premises and returned keys.
9. Apartments may house 1-4 people. There will only be the number of occupants in the apartment agreed upon by the renters and the landlord. This rule is to be strictly adhered to, and any infractions will be firmly dealt with by the landlord.
10. There are no pets of any kind allowed in the apartment. This includes birds, or small pets in cages.
11. There is to be no smoking or use of alcoholic beverages or drugs within the apartment or on the premises. This includes all forms of E-cigarettes. Medicinal Marijuana is also prohibited from being smoked in the apartment. I understand that should I or anyone visiting me be found disobeying this rule I will be evicted from the property immediately. I understand that it is my responsibility to make any of my visitors aware of this policy and if I fail to do so I will be held accountable.
12. I understand that if I am aware that my roommate is breaking any of the above rules and I have not reported it to the Landlord I will be considered equally responsible and therefore, am subject to any punishment incurred by those actions.
13. I understand that inspections may be conducted by the Landlord to verify that rules are being followed and that the correct number of tenants are in the apartment. Landlord agrees to give at least 48 hours notice before each inspection. I understand that Arizona law does not require notice by the Landlord before eviction.

Tenant(s) agree to the following:

1. Maintain said premises in a clean, orderly, and law-abiding manner. Porches are to be kept clean and clear of debris or objects that might be considered unsightly in appearance. Porches are not for storing items!
2. Keep noise levels to reasonable level. Music, gatherings, or parties should not disturb other tenants' peace & quiet.
3. Not paint or alter the dwelling in any way without first obtaining Owner's permission.
4. Allow Owner, or agent to inspect dwelling or show it to prospective tenant(s) at any & all reasonable times.
5. Pay for repairs of all damages, including drain stoppages, the Tenant(s) or guests of Tenant(s) have caused.
6. Pay for any windows, screens, walls, etc., damaged or broken by Tenant(s) or guests of Tenant(s) while occupants of dwelling. (Normal wear and tear excluded)
7. Any problems or damage to the dwelling must be reported to the Owner. If it has been determined that the tenant has neglected to report such repairs or damage in need of repairs, the Tenant assumes responsibility for those repairs.
8. It is the responsibility of the tenant to change the air filter for the air conditioner every month. Landlord agrees to provide air filters to tenant upon their request.
9. Not to use any type of tape on the walls. Articles that need to be hung on walls must be done so with a small hook or nail. **NO DOUBLE STICK TAPE ON WALLS OR DOORS!**
10. No Dart Boards or shooting pellet or bb guns inside the apartment.
11. No car maintenance, including oil changes should be done on the premises, especially inside the apartment.
12. Tenants assume responsibility of keeping air filters changed for the air conditioner/heater. This should be done on a monthly basis. Filters are provided by the manager. Tenants are responsible for any damages to the unit due to neglect from changing the air filter.
13. Not to sublet the whole or any part of the premises to anyone for any purpose without prior permission from the Owner.
14. Tenant(s) shall be responsible for the payment of all utilities and services. Electric and Water are set up in the tenants name and it's their responsibility to split between roommates. Trash bill will be paid with the rent and is \$10/apartment per month.
15. Owner shall not be liable for any damage or injury to Tenant(s), or any other person, or to any property, occurring on these premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant(s) agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is responsible.

Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of Arizona Revised Statutes and applicable codes. In case of court action, the prevailing party shall recover court costs and reasonable attorney's fees. A copy of the Arizona residential landlord and tenant act is available through the Arizona secretary of state's office or online.

The signature of the Tenant shows that I have read and understand the contract fully and that it has my approval and I am willing to abide by the conditions of this contract. A copy of this agreement shall be given the Tenant(s)

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Tenant's Signature

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Date Agreement was signed

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Scott or Shelley Howard, Managers

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Date Agreement was signed

April 1, 2020