

**ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT
AND RECEIPT FOR DEPOSIT**

PROPERTY ADDRESS: _____

TENANT: _____

LANDLORD: _____

PROPERTY MANAGER: _____

THE FOLLOWING TERMS AND CONDITIONS ARE MADE A PART OF THE RESIDENTIAL RENTAL AGREEMENT AND RECEIPT FOR DEPOSIT AND INCORPORATED INTO SAID RENTAL AGREEMENT. WHILE SOME SECTIONS ARE IN THE MAIN RENTAL AGREEMENT, THIS ADDENDUM IS INCORPORATED FOR ELABORATION OF THE SPECIFIC AREAS OF THE RENTAL AGREEMENT AND MUST BE COMPLIED WITH COMPLETELY:

PROPERTY MANAGEMENT HOURS: Any and all walkthroughs and inspections to be coordinated with property manager. The number to reach the property manager is 928-550-0220. Office hours are Monday through Friday from 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. The office is closed for most holidays. **There is a night drop (SLOT) to pay rent or drop off items if no one is in the office LOCATED ABOVE THE MAILBOX.** The drop goes in to the office for security. Always call during office hours for an appointment to speak with the property manager in the event she and her staff are out in the field conducting inspections and banking.

PAYMENT OF RENT: TENANT agrees to pay rent by check or cashier's check. The night drop described in the previous paragraph can be used to drop rent after office hours or during holidays. **WE DO PROCESS RENTS DURING WEEKENDS AND HOLIDAYS, SO MAKE SURE YOUR RENT IS IN THE OFFICE BY THE FIRST OF THE MONTH, AS IT IS LATE THE 3RD DAY OF THE MONTH AND A LATE FEE WILL BE CHARGED.** If tenant has automatic payment of rent set up with their bank to arrive on or before the first of the month, the funds received must be good funds upon receipt.

UTILITIES: All utilities are TENANT'S responsibility and shall **remain on in TENANT'S NAME UNTIL AFTER THE FINAL WALK THROUGH. TENANT WILL ARRANGE FOR THE TRANSFER OF UTILITIES WITH PROPERTY MANAGER, WITHOUT EXCEPTION.**

INVENTORY: An Inventory List will be utilized and signed at the move-in walkthrough and final move-out walkthrough. TENANT is responsible for all missing or damaged inventory items.

SMOKING: TENANT AGREES THERE WILL BE NO SMOKING INSIDE THE RESIDENCE or garage, as smoke penetrates the air conditioning duct work, system, carpet and yellows paint. **The TENANT will be responsible for the repair and cleaning of the premises, including air conditioning ducts and painting, if this condition and term is not honored by TENANT or TENANT'S GUEST.**

WATER SOFTNER SYSTEM: If the property has a water softener, it is TENANT'S obligation and responsibility to keep the system on at all times and to insure that sufficient salt is in the system at all times. If TENANT does not honor this obligation and responsibility, AGENT will have the system serviced at TENANT'S expense.

AIR CONDITIONING FILTER CHANGE: TENANT agrees to change the air conditioning filters (there may be more than one at this property) **at least once each month.** A good reminder is to change the filter when the monthly rent is paid. **The TENANT will be responsible for any repairs and/or cleaning of the air conditioning system if this condition and term is not honored by TENANT. THERE SHALL BE NO EXCEPTIONS TO THIS CONDITION!**

SECURITY SYSTEM: If the property has a security system and TENANT wants to utilize the security system, TENANT must subscribe to a service at tenant's expense and provide AGENT with the code.

GARBAGE DISPOSAL USE AND MAINTENANCE: If the property has a garbage disposal, tenant shall not jam it with food. Turn the water on and then turn the unit on and feed the food through it in small portions. Keep the water running briefly after the disposal is turned off. Periodically run ice through the disposal as this assists in removing food particles from the unit, which keeps it cleaner. **TENANT IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH CLEARING JAMMED GARBAGE DISPOSALS.**

TENANT RESPONSIBILITY REGARDING WATER LEAKS: **IF TENANT NOTICES ANY WATER LEAKS WHATSOEVER, tenant shall notice PROPERTY MANAGER IMMEDIATELY** and turn the water off to the property until the leak is repaired. If TENANT is going to be gone from the property for a weekend or a vacation, it is recommended that the TENANT turns the water off to the property until the tenant returns so that if any leaks occur in the TENANT's absence, the property does not flood. If TENANT cannot turn off the water to the inside of the property without turning water off to the landscape, then it is recommended TENANT turn off the water to all sinks and toilets. It is also recommended that the TENANT let a neighbor know to notify PROPERTY MANAGER if they notice the property needs attention during TENANT'S absence.

BATHROOM EXHAUST: TENANT agrees to **insure that the bathroom exhaust fan is running at all times when the shower and/or bath tub are being used.** If the fan is not running during these times, mildew and excessive moisture can occur. If TENANT does not honor this condition and term TENANT will be responsible for the repair and cleaning of any damage caused by not honoring this condition and term. If there is no exhaust fan, then tenant shall open the window until moisture has cleared.

PLUMBING FIXTURES: Tenant shall not use chemicals or cleaning products that will take the finish off the plumbing fixtures. If tenant does not honor this then tenant shall bear the cost of replacing any damaged fixtures.

MAINTENANCE OF LANDSCAPE: TENANT shall be responsible for keeping the back patio, front porch and sidewalk areas and lawn free of trash and debris. Tenant is responsible for notifying property manager of any sprinkler system leaks immediately. Tenant shall increase water during the hot summer months if tenant fails to do so and landscape dies then tenant is responsible for replacement of landscape lost with similar plants. The plants at this property are drought tolerant, so please research how much water the plants need so that they are not overwatered. There is a sprinkler system at this property. If tenant wants to utilize the sprinkler system, they must turn it on and they are responsible for the maintenance and operation of the system.

GENERAL PLUMBING: TENANT shall not flush cigarettes, sanitary napkins, disposable diapers, or other inorganic materials down the toilet. Do not put kitchen grease down the drain. Do not put gasoline, oil, antifreeze, paint, paint thinner, pesticides, etc., down the drain or toilet. TENANT will be responsible for the cost of any damage or fees charged for removal and/or repairs of the plumbing system if this condition and term is not honored by TENANT.

SEPTIC SYSTEM: This property is connected to a septic system and a “Do’s and Do Nots” pamphlet is attached for understanding this system. Toilet paper for septic system shall be used. There are products that are made to ensure the unit stays in working condition *an example of these products is called RID-X* there are others on the market. These products should be used monthly to keep the system working smoothly. Please note General Plumbing above same conditions apply.

PEST CONTROL: It is the tenant’s responsibility to maintain general pest control. If tenant notices any evidence of pest infestations such as bees or termites, tenant shall notify property manager immediately for treatment by landlord.

QUIET ENJOYMENT: For the respect and protection of everyone’s quiet enjoyment, noisy, disorderly or offensive conduct, or conduct annoying or disturbing to other residents and neighbors shall be grounds for termination of occupancy. Tenant is

responsible for checking with the local law enforcement agency for any specific regulations in this regard.

PETS: Pets are allowed at the owner's discretion and approved with a non refundable pet deposit of \$250 per pet. An exception is licensed, assistive animals.

CODES, COVENANTS AND RESTRICTIONS: Resident agrees to comply with any and all CC&Rs of the neighborhood. A helpful website for local regulations is www.yumacountyaz.gov.

REDECORATING: The Resident shall not in any way redecorate the dwelling to include but not limited to removal of carpets, excessive nail or screw holes, painting walls and doors, removal of window coverings, light fixtures or installation of wall paper.

GARBAGE COLLECTION: This property is located outside the city limits and tenant is responsible for garbage collection at tenant's expense. **NO BURNING OF TRASH OR YARD CLIPPINGS ALLOWED.**

LAWN MOWERS: Said property may have a lawn mower and/or a riding lawn mower. Tenant is fully responsible for the maintenance of the lawn mower and/or riding lawn mower. If said mower(s) break tenant is responsible for fixing and paying for any costs for fixing and/or replacing lawn mower. Only tenants can operate mowers and must be of at least 18 years of age. No children are to be on or near the mower when in use. Tenant holds Long Realty – Yuma, its agents and broker, and the landlord harmless for any injuries or death that might occur while using mower.

WOOD LAMINATE CARE: Some flooring may be wood laminate in various properties. A print-out for care of wood laminate flooring is attached to and made a part hereof. Tenant shall read the information thoroughly and if tenant does not follow the care and damages the flooring, tenant shall be responsible for any repair or replacement that may be necessary.

SWIMMING POOLS/CONTAINED BODY OF WATER: TENANT will be provided with a pamphlet entitled UNDERSTANDING THE POOL BARRIER LAWS and a form entitled AN IMPORTANT NOTICE ABOUT POOL SAFETY. TENANT acknowledges that if the premises contain a swimming pool TENANT is aware that swimming pools or other contained bodies of water represent an open and obvious danger to children. Children may be too young to realize the danger of an open and obvious hazard. TENANT therefore agrees to assume the full duty of protecting children from the recognized specific hazard. Owner and property manager are not liable for any injury or death which may occur related to pool.

PERMISSION: TENANT must get written permission from landlord to install extra-heavy objects such as iron safes, waterbeds, or install any item into the walls such as televisions, speakers or any other items that requires installation. If there is damage to the property by installing these items, the TENANT is responsible for any repair of the damage caused by same. TENANT MUST RESTORE WALLS TO ORIGINAL CONDITION WITH NO SIGNS OF REPAIR.

FIREARM RESTRICTIONS: TENANT agrees that if he owns a firearm, it will not be loaded at any time while on the premises. Furthermore, the firearm must be holstered at all times.

COLLECTION AGENCY CHARGES: TENANT agrees that in the event he defaults in his lease agreement and his account is turned over to a collection agency, he shall pay the cost of the collection agency in addition to the full amount due to the LANDLORD for breach of the lease agreement.

WAIVER AND RELEASE: TENANT hereby agrees to waive and release any and all rights that TENANT or TENANT'S heirs may have to make a claim against LANDLORD or LONG REALTY – YUMA arising from any damages, injury or deaths which TENANT or TENANT'S GUEST might sustain or which might happen to TENANT or TENANT'S GUEST as a result of any dangerous condition(s), whether known or unknown, which may exist in or on the residence or ground of LANDLORD'S property. Furthermore, with this waiver, TENANTS expressly assume the risk of injury or death due to negligence by LANDLORD or LONG REALTY – YUMA.

SHOWING PROPERTY TO PROSPECTIVE TENANTS AND BUYERS: TENANT agrees to allow PROPERTY MANAGER to place a key safe on the property and allow property to be shown to prospective tenants (60) days prior to vacating premises. Prospective tenants can only view the property with a REALTOR in good standing with the YUMA ASSOCIATION OF REALTORS. Showing of the property is to be at REALTOR'S convenience. TENANT is to provide PROPERTY MANAGER with a contact number so that TENANT can be called prior to property being shown. If TENANT has animals, the animals MUST BE KENNELED during this sixty-day period. TENANT agrees to allow the property to be shown to prospective buyer with 24-hours notice throughout the term of the lease. If tenant is out of town, then tenant agrees that he will notify the Property Manager, in writing, and the property can be shown without the 24-hour notice. If the property is sold prior to the termination of the tenant's lease, the tenant's lease will be honored by the new buyer as a condition of the sale. WHEN PROPERTY IS BEING SHOWN, TENANT IS TO HAVE THE PROPERTY CLEANED AND ORGANIZED AND IN THE SUMMER MONTHS, THE AIR CONDITIONER SHALL BE SET NO LOWER THAN 80 DEGREES WHEN PROPERTY IS BEING SHOWN TO PROSPECTIVE TENANTS OR BUYERS.

NOTICE BY TENANT OF VACATING PROPERTY: TENANT agrees to give PROPERTY MANAGER 30 days notice IN WRITING that TENANT is vacating

the property, **WHETHER THE PROPERTY IS LEASED OR MONTH-TO-MONTH. SAID NOTICE TO BEGIN THE FIRST DAY OF THE MONTH AND TERMINATE THE LAST DAY OF THE MONTH.** If TENANT vacates the property prior to the termination of this lease, the same THIRTY day provision applies. If tenant does not give notice at the end of the lease term, the lease automatically converts to a month-to-month tenancy until notice to vacate is delivered to TENANT by LONG REALTY – YUMA or a 30-day notice is given by TENANT to LONG REALTY – YUMA.

VACATING PRIOR TO TERMINATION OF LEASE: If TENANT vacates the property prior to the termination of the lease, TENANT shall keep all utilities connected and shall keep the air conditioner thermostat set at 80 degrees when the outside temperature exceeds 100 degrees. TENANT understands that all deposits are non-refundable (security/cleaning/pets) if Tenant breaks the lease for any reason except for military transfer. Occurred costs from cleaning the property and yard, and professionally cleaning the carpet are NOT to come out of the deposit monies if TENANT breaks the lease. TENANT is still responsible to maintain the property and pay rent until Property Manager finds a new Tenant for the property. This includes leaving the utilities on in TENANT'S name and maintaining the front and back yard.

IMPROVEMENTS TO PROPERTY: TENANT agrees that any improvements to the property CANNOT BE REMOVED and MUST REMAIN WITH THE PROPERTY when TENANT vacates the property. Any improvements must be approved by PROPERTY MANAGER, IN WRITING.

PROPERTY MANAGEMENT HOURS: Any calls or appointments, including walk-throughs at lease end, etc., shall be during office hours Monday through Friday, from 9:00 a.m. to 5 p.m. Call for emergencies at any time it occurs.

PLUMBING: If property has been vacant for a period of time, tenant SHALL CLOSELY MONITOR the property for leaks and other problems, paying attention to wet flooring, which may be from a leak, shower leak, commode leaks, tub leaks and wet conditions. Use caution when operating the shut off valves that have not been turned on for long periods of time. Measure your hot water temperature upon taking occupancy and adjust it to a safe temperature for your household. **Do not** put a water heater blanket on the water heater. Keep all combustibles away from water heater and store no paints or other chemicals in the same room or area as the water heater. Tenants shall install shower curtains before using the shower.

VENTS: Any vents on property are to remain unblocked to allow proper ventilation.

YOUR SECURITY DEPOSIT: The main reason for a Security Deposit is to assure that a TENANT takes reasonable care in his/her use of rental property. Reasonable care means that the property should be returned to the owner in nearly the same condition as it was when originally rented. This assumes that the TENANT will need to spend some time and effort in cleaning and repairing the property prior to vacating so that the LANDLORD can re-rent it quickly. The

LANDLORD much prefers returning your Security Deposit for a clean unit to using some portion of the deposit to have the unit cleaned.

EXIT WALK THROUGH REQUIREMENTS:

- TENANT will have the carpeting cleaned by a professional carpet cleaning company prior to the exit walk through and will provide AGENT with a receipt for this service. If TENANT does not honor this requirement, AGENT will order the cleaning at TENANT'S expense. **TENANT IS NOT TO RENT CARPET CLEANING EQUIPMENT AND CLEAN THE CARPET THEMSELVES. ONLY PROFESSIONAL CARPET CLEANING COMPANIES ARE TO BE USED TO CLEAN THE CARPETS.**
- **TENANT will keep all utilities ON for the exit walk through.** If TENANT fails to honor this requirement, AGENT will have the utilities connected at TENANT'S expense in order to perform the exit walk through. AGENT will not perform an exit walk through without all utilities connected. **TENANT CANNOT DISCONNECT THE UTILITIES WITHOUT COORDINATING THE TRANSFER OF UTILITIES WITH AGENT OR TENANT WILL BE RESPONSIBLE FOR ANY COSTS INCURRED BY NOT HONORING THIS REQUIREMENT.**
- **TENANT will provide AGENT with TENANT'S forwarding address at or prior to the exit walk-through.**
- **ALL WALK THROUGHS WILL BE PERFORMED DURING WEEKDAYS AND DURING BUSINESS HOURS.**

The following is a checklist of those items that the PROPERTY MANAGER expects the TENANT to complete for a full return of the Security Deposit:

WALLS:

- All holes from hanging pictures spackled and repainted.
- Dirty or marked walls shall be repainted. If for instance a bedroom wall has been badly marked, it is not usually necessary to paint the entire bedroom. Painting of that one wall with closely matching paint will cover the marks and greatly improve the appearance of the bedroom. Call the PROPERTY MANAGER for the correct paint type and color.

FLOORS:

- All floors not carpeted must be swept and mopped clean after the residence is empty. If there is floor tile with grout, the grout must be CLEAN.

KITCHEN:

- Sink and faucets must be scoured clean and free of calcium deposits.
- Stove top units must be washed and free of grease.
- Ovens must be clean and free of grease and splatters. If the oven is self-cleaning, TENANT cannot use oven cleaners, as this may ruin the self-cleaning capability of the unit.

- Countertops, shelves and drawers must be wiped clean. If there are wooden cabinets, then the cabinets must be cleaned and oiled. TENANT must use the appropriate cleaning products for countertops, appliances, fixtures, etc., or TENANT will be responsible for repairing or replacing anything damaged.
- Refrigerator, if any, must be washed clean, inside and outside.
- Dishwasher, if any, must be clean.
- Stove hoods and vent filters must be washed and clean and free of any grease.

BATHROOMS:

- Sink, faucets and countertops must be scoured and free of any calcium deposits.
- Medicine cabinets, shelves and drawers must be wiped clean.
- Shower and tub must be scoured and clean of dirt, black mildew and soap, including soap tray and window sill, if any.
- Toilet must be scoured clean of any calcium deposit or stains, including the base, bowl and seat areas.

WINDOWS AND GLASS DOORS:

- All windows and glass doors must be washed clean, inside and outside.
- Window and door tracks must be vacuumed clean of dirt, insect, etc.
- Damaged window screens and/or windows must be replaced and/or repaired.

STORAGE AREAS:

- All storage areas must be swept or hosed clean of dust, dryer lint, etc.

CARPORT OR GARAGE:

- Carport or garage must be swept or hosed clean.

YARD – FRONT, SIDES AND BACK: (Not applicable if unit is in a condo, townhouse or apartment complex with no private area).

- Yard must be clean of all paper, litter and trash.
- Gravel yards must be free of weeds.
- Lawn, if any, must be in a reasonably healthy condition, be mowed and reasonably free of weeds.
- Weeds and grass in dirt areas must be mowed close to the ground or scraped clean.
- Tumbleweeds and other large weeds must be pulled and removed.
- Pet droppings must be removed.
- All trash must be removed or properly bagged for pick up.

NOTE: Some normal wear and tear from living in a unit is expected. The list of items above was used by PROPERTY MANAGER to clean and prepare the unit prior to your occupancy. The unit was clean at that time. Normal TENANCY use should not necessitate major inside paint more often than every three to four years. If carpets are soiled to excess and professional cleaning will not clean the carpet, then TENANT may be responsible for carpet replacement, to be determined by a professional carpet company.

A professional service will be used in the event any of the above areas are left uncompleted. Charges for this service, as well as any charges for damage, will be subtracted from your Security Deposit.

*Tenant must keep emergency contact on file with office current in the event of an emergency.

DATED this ____ day of _____, 20__.

_____ TENANT

_____ TENANT

Long Realty - Yuma

By _____

PROPERTY MANAGER