



**RENTAL AGREEMENT**

CSAPM, dba **Pepper Place** (Legal Entity CSAPM, LLC) as Manager and Agent (hereinafter Management for owner, rents to Resident(s), jointly and severally, the premises located 424 W Pepper Place Unit #C in Mesa, Arizona 85201 to be used solely for the purpose of a personal residence by (Name each Occupant):

(5)	
(6)	

For a term of 0 days and 12 months, and beginning 07/31/2013 and ending 08/01/2013<sup>2014/11/11</sup> for an unfurnished apartment, and Resident(s) shall pay rent, tax, charges and deposits as set forth below. Occupancy is limited to those persons named above only.

**MONTHLY RENTAL CHARGES**

Rent	<u>\$555.00</u>
Pet Rent	<u>\$0</u>
Parking Rent	<u>\$0</u>
Other	<u>\$0</u>
Short-Term Lease	<u>\$0</u>
Subtotal	<u>\$555.00</u>
City Sales Tax	<u>\$0</u>
(Applicable sales tax subject to change 0	
During lease term with 30 day notice)	

**OTHER CHARGES AND DEPOSITS**

<b>Refundable</b>	
Security Deposit	<u>\$150.00</u>
Pet Deposit	<u>\$</u>
Other Deposit	<u>\$</u>
<b>Non-Refundable</b>	
Application Fee	<u>\$25.00</u>
Pet Sanitizing Fee	<u>\$</u>
Administration Fee	<u>\$</u>

**TOTAL MONTHLY RENT** \$555.00

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Resident agrees to pay all charges and Bills incurred for electricity, Natural Gas Telephone, water, sewer, trash, internet or Cable TV, which may be assessed or charged To the Landlord or the premises during the Term of the Lease or continuation thereof. As described in the following schedule.

UTILITIES	Paid By	
	Owner	Resident
Natural Gas		X
Electric		X
Cable		X
Phone		X
Water / Sewer	x	
Trash	x	
Internet		X

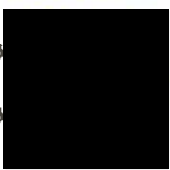
**OTHER TERMS AND CONDITIONS:** \_\_\_\_\_

**Rent Payment.** The rent shall be \$ 555 per month which include applicable sales tax payable in advance on or before the first (1st) day of each month at the location designated by Management, which is payable with one form of a personal check, cashiers check, certified check or money order in the exact amount due. No second party checks will be accepted nor will we accept two personal checks for the same apartment. **NO CASH WILL BE ACCEPTED AT ANYTIME!** No personal checks will be accepted for rental payments received after the closing of business on the fifth (5<sup>th</sup>) day of the month. A late fee of \$50.00 will be assessed at open of business on the 6<sup>th</sup> day of the month. Rental payments received after the fifth (5<sup>th</sup>) must be submitted in a cashier's check or money order only. (1) Given this, I agree to pay an additional rent amount of \$5.00 per day beginning on the first day any portion of rent is delinquent, and continuing until all sums owed to management have been paid in full. If demand for rent is made through service of a 5-Day Legal Notice for termination of the Rental Agreement for non-payment of rent, I hereby agree to pay an additional \$25.45 administrative charge for said service. (2) \$ 35.00 for each non-sufficient fund check returned by the Resident's bank and thereafter all future rent and charges shall be paid only in the form of cashier's check or money order. (3) The costs or repairs caused by damages due to act of neglect by Resident's guest, and (4) \$ 150.00 fine for bringing an unauthorized pet on the property. Resident's failure to pay any rent or any other charges due may provide basis for termination of the Rental Agreement at the option of Management. Resident further agrees that Management 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, charges and / or pet permit violations).

**Utility Cost Adjustment During Lease Term.** Management shall have the right; upon thirty (30) days notice to Resident, to increase the total due by an amount reasonably related to any increase in the cost of utilities, for electricity, water, and/or natural gas, if applicable.

**Parking Policies.** Resident agrees that Management has the right to control the manner of parking in the parking spaces in and around the premises and to designate those portions of the premises which may be used by Resident, family, and guests for parking. Resident also agrees to use the designated parking spaces exclusively for the parking of operable motor vehicles, which does not include trailers of any kind, campers, boats, buses, or trucks larger than one-ton pick-up without prior written consent of Management, and Management may tow away and store at Residents expense any vehicle parked by Resident in an unauthorized space, or any vehicle of the type not permitted on the premises.

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**Access.** Management may **NOT** enter my apartment without delivering **48 hour notice** prior to change air-conditioning filters, deliver legal notices, verify occupancy if rent is delinquent, verify pet status, inspect and/or repair damage, unless I give management written notice to the contrary. Management may enter my apartment without consent to deal with an emergency. Resident further agrees that notification to Management of service or maintenance request grants Management authority to enter the unit at all reasonable times for the purpose of that request, and Management must have advance written permission from Resident to open Resident's unit for others (i.e. delivery personnel, service personnel, friends, etc.). Resident is aware that under these circumstances Management is not responsible for lost or stolen articles, damage or doors left unlocked.

**Non-Discrimination:** CSA properties do not discriminate on the basis of race, color, religion, sex, national origin, handicap, age or familial status; and provides for equal access and equal treatment to all.

**Resident's Policies:** (A) Resident shall not decorate or alter the unit, patio or balcony area, change door locks, add a new lock, have a waterbed, sublet or park a motorized vehicle in the apartment, without permission from Management. (B) Resident further agrees to comply with state statutes and city ordinances, which are applicable to the premises. (C) Resident shall show due consideration for his neighbors and not interfere with other resident's quiet enjoyment, and Management shall be sole judge of acceptable conduct. (D) Resident has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the unit inventory. Resident agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. E.) Resident agrees to register any person whom will be visiting the community for a period of (5) or more days. F.) Resident agrees that they are responsible for all guests and is aware we are a crime free community and do not allow those whom have been accused or arrested for any felony offense within the community boundaries to include common areas and apartment home. G.) Resident agrees they or their guests will not loiter in any area of the community, abide by 5 mile per hour when driving in the community, will not consume alcohol beverages in any common area of the community. H.) Will register any and all vehicles to include guests of 5 or more days with the office and obtain parking permits/stickers for all vehicles registered. I.) Will not allow visiting pets or any pet that is not registered and approved by the management with proper fees paid.

**Abandonment.** Abandonment means absence of the Resident from the dwelling unit, without notice to Management for at least ten (10) days, if rent for the unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence, other than the presence of the Resident's personal property, that the Resident is occupying the unit. Such abandonment shall not constitute a Surrender Without Consent of Management and in the event of abandonment, Management shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Resident and determined by Management to be of less value than the cost of moving, storage and conducting a sale of such personal property, Management may destroy or otherwise dispose of any or all of the abandoned property.

**Community Policies.** The community policies, if applicable, are for the mutual benefit of all residents and are deemed a part hereof of this Rental Agreement and violations or breaches of any community policy shall constitute a default under the Rental Agreement.

**Disclosure.** Community Services of Arizona Managing Agent, 650 N. Arizona Avenue Mesa, Arizona 85201 is the Owner under this Lease and service of process can be made through its statutory agent. All other notices must be in writing and delivered to the Manager's Office during regular business hours or sent by registered or certified mail to the Manager's Office during regular business hours, except as may be provided by Addendum to this Lease.

**Option to Renew / Rent Increase.** At expiration of this Lease, this Lease will automatically renew on a month-to-month basis under the same terms and conditions unless Resident gives Management a 30-day prior written notice of Resident's intent to vacate by delivering to Management a vacate notice, or unless Management, at its sole option, chooses not to renew this Lease, and in such case,

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Resident agrees to vacate on the expiration date of the Lease. The rent may increase upon the expiration date if a 30-day prior written notice of such an increase is provided to Resident. A specific length lease of greater than one month, but no longer than one year may be required for continued occupancy. Resident WILL be required to submit a new application sixty (60) days prior to lease expiration and re-qualify under all applicable renewal guidelines. Should Resident not submit a new application for renewal, management will deliver a thirty (30) day non-renewal notice to Resident.

**Waiver.** Failure of Management to insist upon strict compliance with the terms of this Rental Agreement shall not constitute a waiver of Management's rights to act on any violation.

**Attorney's Fees:** In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.

**Severability:** If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

**Remedies Cumulative.** All remedies under this Rental Agreement of by law or equity shall be cumulative.

**Security.** Resident hereby agrees and acknowledges that Management and Owner shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to the public police force for security protection and Resident agrees and acknowledges that protection against criminal action is not within the power of Management and Owner, and, even if from time to time Management provides courtesy patrol, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify the above agreement. Management and Owner shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Resident's relatives or Resident's guests.

**Transfers.** Military personnel on active duty may terminate the Rental Agreement upon receipt of orders transferring to another base, releasing from active duty, or ordering occupancy of government quarters. Resident agrees to give as much written notice as possible and rent will be prorated from the notice date to move-out date, in addition to any concession received upon move-in is due and payable prior to move out. Assignment instructions for the voluntary occupancy of government quarters are not sufficient for termination of the Apartment Rental Agreement.

**Move-Out Requirements.** I Agree that:

- A. I must comply with all conditions of my Rental Agreement including payment of rent for the agreed upon term.
- B. I must fill out and sign the "Notice to Vacate", available at management's office, during business hours, at least thirty (30) days prior to move-out.
- C. Management may re-rent my apartment for a move-in day after my move-out date. Failure to vacate by this date will cost me daily rent plus two (2) months' rent or twice management's damages, whichever is greater as provided by law.
- D. I have been encouraged by management to make an appointment for inspection of my apartment during office hours on my move-out date.
- E. If I am unable to make a move-out inspection with management, I agree that 1) if charges exceed my deposits, I will immediately pay the difference upon receipt of an itemized bill; 2) if a deposit refund is due, I understand that it will be mailed to me within 14 business days.
- F. Personal property remaining after move-out will be disposed of without accountability.

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**Move-Out Charges.** Resident agrees that move-out charges will be determined as follows:

- A. **Month-to-Month Rental Agreements.** Resident agrees to pay rent until the apartment is reoccupied or thirty (30) days from the periodic rental due date or date Resident delivers his notice. **Rental Agreements with more than thirty (30) days remaining:** Resident agrees to pay rent until the apartment is reoccupied or until the expiration of the Rental Agreement, whichever comes first.
- B. **Inadequate Cleaning.** If Resident does not complete the cleaning requirements listed as determined by Management.
- C. **Property Damage.** Resident agrees that if apartment is not returned in the same condition as Resident received it, less fair wear and tear as determined by Management, Resident will be charged Management's cost to repair.
- D. **Other.** Resident agrees to pay any unpaid preparation fee, pet sanitizing fee, late charges, lost key charges or other unpaid charges at time of move-out.  
**Important.** Management will first apply security and additional deposits to satisfy the charges listed above in Paragraphs A through E. However, if these deposits are insufficient to satisfy the total charges, Management will send Resident, at the most current address Resident gives Management, an itemized bill, which Resident agrees to pay promptly. Management agrees to return all refundable deposits in accordance with A.R.S. § 33-1321.

**General Provisions.** No oral promises, Owner or Management has made representations or agreements. This Lease and all its addenda are the entire agreement between the parties, and Management (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 on Owner or Management unless done in writing. Further, Resident may obtain a copy of the Arizona Residential Landlord and Tenant Act at the Arizona Secretary of State's Office. Resident may be present at a move-out inspection of the rental unit with written notice to the Landlord.

**Fair Housing Accommodations:** This community is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made / allowed as reasonably necessary to the policies and regulations of the community in order to enable Residents with disabilities to utilize the rental premises. The community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The Resident may be required to restore the premises to their prior condition if failure to make restoration would interfere with the Owner's or next Resident's use and enjoyment of the premises.

**Mold and Mildew Acknowledgment.** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the apartment home clean and take other measures to retard and prevent mold and mildew from accumulating in the apartment home. Resident agrees to clean and dust the apartment home on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the apartment home. Resident agrees to immediately report to management: 1) any evidence of a water leak or excessive moisture in the apartment home, as well as any storage room, garage, or other common area; 2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; 3) any failure or malfunction in the heating, ventilation, air conditioning systems, plumbing, or appliances in the apartment home; and; 4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the apartment home, Community and Resident's personal property, as well as injury to Resident or Occupants resulting from Resident's failure to comply with the terms of the Mold and Mildew Acknowledgment. A default of the above provisions shall be deemed a material breach of the Rental Agreement, entitling Management to exercise all rights and remedies at law or equity.

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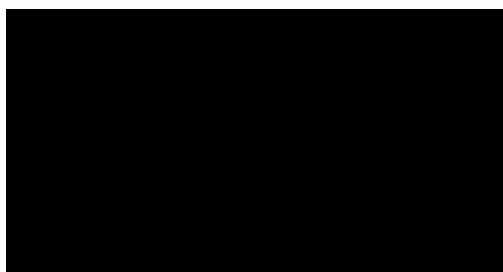
**Environmental Agreement.** I agree that: 1) I will not store any hazardous materials in my apartment, car, or any other location on the site other than materials commonly used for apartment cleaning or maintenance in retail quantities; 2) I will not improperly use, release, or dispose of any hazardous materials in landscaped or asphalt areas, drywells, or any drain or sewer opening in or outside my apartment; 3) Hazardous materials include but are not limited to fuels; gasoline; oil; batteries; battery fluid; cleaning; paint; or other maintenance supplies.

**Propane or Natural Gas.** Your community may utilize propane or natural gas to operate some or all of the following: hot water heaters, barbecue, spa heaters, swimming pool heaters, and clothes dryers.

1. Maintain emergency telephone numbers in a location readily available when needed (Dial "911" for fire and police, and then the apartment office phone number).
2. Become informed about emergency procedures to be followed. If evacuation is required:
  - A. Do not operate any electrical switches in the area.
  - B. Do not use the phone in the building.
  - C. Do not use matches, cigarettes, or other possible sources of ignition.
3. Be informed about how to identify gas leaks. Warning signs of a leak are:
  - A. Odor – Gas is intentionally odorized so that a person can perceive it.
  - B. Vegetation – Vegetation in an area of a gas leak may improve or deteriorate depending on soil, environment, climate, and the volume and duration of a leak.
  - C. Insects – Insects migrate to areas of leakage. Keep your eyes open for heavy insect activity near the riser, gas meter, or regulator.
  - D. Fungus-like Growth – Such growth in valve boxes and manholes indicates gas leakage. The color of the growth is generally white or grayish-white and looks like a coating of frost.
  - E. Sounds – A hissing sound at a connection pipe is an indication of a gas leak.
4. Report all potential hazards to the apartment manager immediately.

**Agreement and Acceptance.** I/We agree: 1) to live within the spirit and letter of this entire Agreement; 2) that each obligation in this Agreement is material and violation of any obligation entitles management to terminate this Agreement and/or exercise other lawful rights; 3) that Resident designated below as "agent" shall deliver total rent due each month to management; 4) that to enforce this Agreement, the management may recover reasonable attorney's fees and other normal and customary costs of collection including but not limited collection agency fees and court costs; 5) that a 50% collection fee will be assessed on any outstanding balances due that are turned over to a collection agency; 6) upon written notice from management, this Agreement converts to a month-to-month term if false or misleading information is contained in Rental Application(s) of this agreement. All spaces are filled in or marked "Not Applicable (N/A)".

**Resident:**



**Management:**

Authorized Agent for the Owner

Allognani 8/1/13  
Date

Property Manager  
Title

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**CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member(s) of the Resident's household or a guest or other person under the Resident's 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 an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident or any member of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident of any member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises, or otherwise.
5. Resident, any member of the Resident's household, a guest, or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful display or discharge of firearms, on or near the dwelling unit premises.
6. **VIOLATION OF THE ABOVE PROVISIONS IS A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any provisions of this added addendum shall be deemed a serious violation, and a material breach and irreparable non-compliance of the lease. It is understood and agreed that a single violation shall be good cause of immediate termination of the lease. Unless otherwise prohibited, 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 provisions of the lease, the provisions of the addendum shall govern.
8. The LEASE ADDENDUM is incorporated into the lease or renewal thereof, executed or renewed at any time between, Owner/Landlord/Lessor and Resident/Lessee.

[Redacted Signature]

Resident Signature – Lessee

8-1-13  
Date

[Redacted Signature]

Resident Signature – Lessee

8-1-13  
Date

[Handwritten Signature]  
Resident Signature – Lessee  
Manager

8/1/13  
Date

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Initials X [Redacted]





**ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT LOW  
INCOME HOUSING TAX CREDIT PROGRAM**

PROPERTY: **Pepper Place**

RESIDENT NAME(S): 

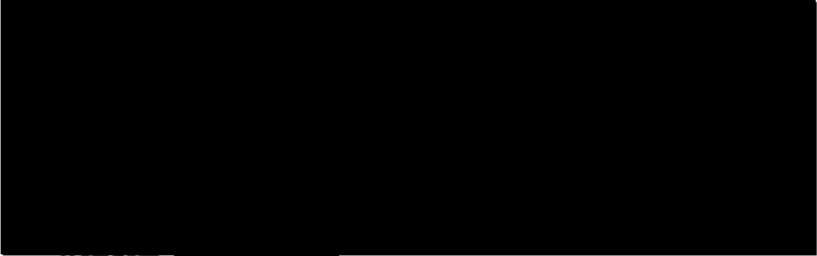
UNIT ADDRESS: **424 W Pepper Place, Mesa, AZ 85201**

I / we understand that I / we must comply with the requirements of the Low Income Housing Tax Credit Program (LIHTC).

Under the LIHTC program, acceptance for occupancy is restricted to residents of low or moderate income. I / we understand that I / we will be required to provide verification of all income and assets upon application, move-in, and annual certification / recertification. Upon receipt by Owner or Management of income and assets, I / we must verify and sign a Tenant Certification. This must be signed by all members of the household who are 18 years of age or older.

I / we understand that failure to provide verification of income and assets at any time requested by the Owner or Management and / or failure to sign the Tenant Certification will be considered material non-compliance with the Rental Agreement and will result in immediate termination of tenancy as provided for by the state and / or local law.

Executed this **1st** \_day of, **August, 2013**.



  
\_\_\_\_\_  
Manager

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