

Arizona Residential Furnished House Daily Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20_____, by and between Triple S Properties (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant"), that resides _____.

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in La Paz County, Arizona, such real property having a street address of 6962 Riverside Dr. Parker AZ 85344 (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of ____ days, such term beginning _____, and ending at _____.
2. **RENT.** The total rent for the term hereof is the sum of (\$ _____ U.S. DOLLARS) payable no later than 2 week before beginning of rental agreement the deposit amount must be received upon execution of this agreement. An amount of (\$ _____) is to be paid upon the due execution of this Agreement; the rental fee is to be paid on no later than **immediately**. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. If reservation is cancelled, this deposit will NOT BE REFUNDED, unless we are able to rent the premises for the above dates.

PAYMENT The amount(s) as stated below are due as calculated: Payment maybe made by CASHIER'S CHECK or MONEY ORDER or PERSONAL CHECK or BUSINESS CHECK. The mailing address as well as the name in the check for the payment is: **Triple S. Properties 2166 W. Broadway, #508, Anaheim CA 92804 or direct deposit to Wells Fargo, deposit account # 268 003 6916.**

RENTAL AND FEE CALCULATION

Rental Rate @ \$450.00 per night for ____ nights	\$ _____
Less Discount (If Applicable)	\$ _____
Equals Total Rental Cost	\$ _____
Plus Departure Cleaning	\$ _____
Equals Total Rent	\$ _____
Security/Damage Deposit Refundable based on inspection and no damage or loss	\$ _____
Total Amount of Deposit, Rental, Cleaning Fee	\$ _____
Reservation Deposit Due Now	\$ _____
Balance Due AFTER DEPOSIT IS RECEIVED and 30 Days Before Arrival or in Cash, Cashiers Check, Direct Deposit or Money Order	\$ _____

3. **DAMAGE and CLEANING DEPOSIT or other fees.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of One Thousand DOLLARS (\$ 500 to1,000.00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, less any damage/extra cleaning fee's without interest, and less any costs incurred for damages to the or other fee's including utilities if not included in the fee agreement. Premises upon the termination of this Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant(s) and Tenant's family, consisting of:

exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. NO PETS ALLOWED, unless approved. The home is designed for 10 people for sleeping, shower and misc. laundry. More than that found staying on the premises will result in an extra charge off \$100.00per night and taken directly from any damage/security deposit.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. No mention of any concerns when taking possession of the property constitutes the tenant acknowledgment that it is in good order with no damage to the structure, amenities or surrounding property.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have (10) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall NOT be responsible for arranging for and paying for all utility services required on the Premises, unless stipulated otherwise in this agreement.

11. **USE, MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

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- (a) No obstructing the **driveways, BOAT RAMP**, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (c) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (d) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents, especially after 10PM;
- (e) Remove all trash, garbage, rubbish or refuse and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (f) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Homeowners' having control over them.
- h. Lessee shall not remove any furniture, household goods etc. from the lease premises;
- i. It is agreed that at the expiration of the occupancy, Lessee(s) will peacefully quit and surrender said premises, furniture, goods and chattels to lessor, his agent(s) or assigns, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted;
- j. The premises is on a septic system, over usage do to more than 8 people of normal use will require the septic system to be pumped and this will be taken out of the deposit.
- k. Parking is limited to the property directly in front of the garage between side walkways approximately 40 ft back towards the road. **Under no circumstances shall a vehicle or trailer be left unattended on the boat ramp.** Neighbors will have unattended vehicles towed at the tenants expense. See MAP attached and any markings on the property.
- l. For your safety, please do not climb on railings, any roof structures or any other potential hazardous area.
- m. **There is NO smoking or DRUG use** allowed in house or areas that smoke may enter back in the home, i.e. Open window or door. All trash associated with smoking needs to be removed and an extra cleaning fee will apply depending on the amount of smoking trash found. Any documented DRUG use will cause complete revocation of security deposit.
- n. Road Runner Bar & Grill is south of the home on the water. This has a floating restaurant on the water that has music and boat, personal water craft coming and going. The property is also situated on the water front so you will hear river traffic and other noises as they occur on the water.

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- o. The boat ramp is for your **use at your own risk. Very slippery** and is not to be played on. The level of the river rises and falls over the course of the day. Please take the necessary precautions for its use. **No camping, playing or parking on boat ramp.**
- p. The river has a continuous current flow and at times can be strong and caution is needed around any body of water. Adult supervision of children and animals is required at all times. Any damage due to water or its effects is not the responsibility of the Landlord or its agent(s).

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly unusable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered unusable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such unusable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at Fifteen Hundred DOLLARS (**\$5000.00**) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.
17. **ANIMALS** are not allowed unless specified otherwise.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

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20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (1) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (1) days thereafter, Landlord may, at Landlord's option, declare the entire balance long term rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-rent the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-renting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-renting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay every/all expenses so incurred, including reasonable attorneys' fees.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arizona.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed on this document.
33. **Cleaning deposit DOES NOT include: washing dishes, emptying refrigerator of lessee-purchased food items, removing all trash to trash area, closing all drapes and blinds, locking all windows, turning air conditioner up to 90°, turning off all lights, locking all doors, and returning keys to landlord.**

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34. ADDITIONAL PROVISIONS; DISCLOSURES.

As to Landlord this _____ day of _____, 20_____

LANDLORD Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____

Tenant Sign: _____ Print: _____ Date: _____

Tenant Sign: _____ Print: _____ Date: _____

Tenant Sign: _____ Print: _____ Date: _____

Tenant Sign: _____ Print: _____ Date: _____

Vehicles on site for verification in case of tow:

PARK ONLY ON THE PROPERTY in front of the garage, extra vehicles need to be moved to an offsite location. Other people live in the areas so please be respectful of their time and property.

NO PARKING ON THE BOAT RAMP OR SIDE OF THE HOUSE.

Year _____ Make _____ Model _____ License _____ State _____

Year _____ Make _____ Model _____ License _____ State _____

Year _____ Make _____ Model _____ License _____ State _____

Trailer License Information: License _____ State _____

License _____ State _____