

**VALENTINE SALES & MANAGEMENT ADDENDUM TO LEASE**

**PLEASE READ EACH PARAGRAPH**

Residents: \_\_\_\_\_

Property Address: \_\_\_\_\_

**RENTER'S INSURANCE:** RESIDENT HEREBY ACKNOWLEDGES THAT THE LANDLORD IS NOT THE INSURER OF THE RESIDENT'S PERSONAL PROPERTY. RESIDENT IS REQUIRED TO CARRY RENTER'S INSURANCE AND PROVIDE THE LANDLORD A COPY ON OR BEFORE THE MOVE IN DATE.

**SMOKING:** RESIDENT AGREES THERE SHALL BE NO SMOKING OF ANY KIND INSIDE THE DWELLING. EVIDENCE OF SMOKING WILL BE AUTOMATIC FORFEIT OF DEPOSIT AND INCUR ADDITIONAL CLEAN UP CHARGES. SMOKING SHALL BE DONE OUTSIDE ONLY.

**LEASE BREAK:** RESIDENT MAY BREAK THE LEASE WITH A 30 DAY WRITTEN NOTICE AND AN EARLY TERMINATION FEE OF \$ \_\_\_\_\_. IF YOU CHOOSE NOT TO BUY OUT, YOU WILL BE HELD RESPONSIBLE FOR THE RENT, UTILITIES AND UPKEEP FOR THE DURATION OF THE LEASE OR UNTIL THE HOME IS RENTED, AND FORFEIT ANY REFUNDABLE DEPOSITS.

**CARPET CLEANING:** TENANT IS REQUIRED TO HAVE THE CARPETS PROFESSIONALLY CLEANED UPON VACATING. INVOICE MUST BE TURNED IN AT MANAGEMENT OFFICE WITH ALL KEYS. IF TENANT FAILS TO DO SO, THE COST TO CLEAN THE CARPETS WILL BE DEDUCTED FROM THE TENANT'S DEPOSITS.

**PEST CONTROL:** THE HOME YOUR ARE RENTING HAS BEEN DETERMINED TO BE PEST FREE. IN THE EVENT PESTS ARE DETECTED IN THE 1ST 30 DAYS OF OCCUPANCY, THE OWNER WILL BEAR THE COST OF THE EXTERMINATOR. RESIDENT IS RESPONSIBLE FOR ALL LABOR AND COST INVOLVED IN FOLLOWING EXTERMINATORS INSTRUCTIONS RID THE PREMISE OF PESTS, AFTER 30 DAYS OF OCCUPANCY IT IS 100% THE RESIDENTS RESPONSIBILITY AND COST.

**JURY TRIAL & ATTORNEY FEES:** THE LANDLORD AND THE RESIDENT HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL. THE PREVAILING PARTY IN ANY LAWSUIT OR LEGAL ACTION IS ENTITLED TO ATTORNEY FEES.

**COLLECTION COSTS:** IN THE EVENT THE RESIDENT BREACHES THE RENTAL AGREEMENT THE LANDLORD IS ENTITLED TO RECOVER, AS ADDITIONAL DAMAGES, ALL COSTS RELATED TO COLLECTING MONIES OWED, INCLUDING THOSE PAID TO A COLLECTION COMPANY OR LAWYER.

**TRIP CHARGE:** RESIDENTS WILL BE BILLED A \$50.00 TRIP CHARGE ANY TIME VSM HAS TO PHYSICALLY GO TO A PROPERTY TO POST NOTICES, MISSED INSPECTION APPOINTMENTS, NON-COMPLIANCE PROPERTY CHECKS (REPETITIVE/ONGOING HOA VIOLATIONS), SKIP CHECKS (CHECK TO SEE IF RESIDENTS ARE STILL LIVING AT THE PROPERTY). RESIDENTS ARE REQUIRED TO UPDATE VSM WITH CURRENT PHONE NUMBERS, AND EMAIL ADDRESSES. IF YOU WILL NOT BE RECEIVING MAIL AT THE PROPERTY YOU WILL NEED TO PROVIDE VSM WITH A MAILING ADDRESS.

**PROCESSING FEE:** RESIDENT WILL BE CHARGED A PROCESSING FEE OF \$10.00 PER NOTICE INCLUDING, BUT NOT LIMITED TO HOA VIOLATIONS, CITY VIOLATIONS, ETC.

\_\_\_\_\_  
RESIDENT SIGN/DATE

\_\_\_\_\_  
LANDLORD SIGN/DATE

VALENTINE SALES & MANAGEMENT LANDSCAPING ADDENDUM  
PLEASE READ EACH PARAGRAPH

Property \_\_\_\_\_

Resident: \_\_\_\_\_

**WATERING**-Resident is responsible for watering all trees, plants, and grass. If there is no irrigation system on the property Resident must use a hose to water. If any plants, trees, or grass die due to lack of watering, Resident will be charged for replacement of any dead vegetation. They should be replaced with the same type of plant or equivalent, HOA approved.

**MOWING/EDGING**-Resident is responsible for mowing and edging where grass is present, front and back. Resident has been given a copy of all HOA regulations and is required to follow all rules and guidelines. If any fines result due to HOA or City complaints VSM will notify Resident to correct the violation; if not remedied, landscaping will be ordered by VSM and this will be at the Resident's expense.

**WEEDS**-Landscaping is to be clear of all weeds and debris at all times. VSM recommends treating with a pre-emergent in any rock areas or non-grass areas. Weed killer will only kill weeds above ground and they will return. Remove all weeds & debris after treating. Note that one weed may result in a fine or warning from the HOA.

**CORNER LOTS**-Resident is responsible for making sure all property lines as well as along the street, is free and clear of all weeds and debris. Resident is responsible for upkeep of the property on all sides of the home and up to the street (BLACK-TOP).

**FREEZE WARNING**-Resident must cover all plants, and exterior pipes with a sheet or blanket when there is a freeze warning. If any plants die due to neglect, or pipes burst, Resident will be charged for repair or replacement.

**TRIMMING**-Resident is responsible for keeping all bushes, plants, and trees trimmed. If a tree is touching the side walk, house, roof, or hanging over a fence, and is of a size that is unmanageable, the Resident is required to contact VSM. VSM is responsible for tree trimming over 6 feet. If fines accrue due to lack of communication with VSM; Resident will be charged.

**WATERING SYSTEMS**-If the property has watering systems the Resident is required to let VSM know if there are any issues. VSM will show all Residents how to program the watering system in the home they are occupying. Broken sprinkler heads are the Resident's responsibility to replace or repair. If fines accrue due to lack of communication with VSM; Resident will be charged.

**DEBRIS/TRASH FRONT YARD**-Front yard must be free of debris, or trash at all times. Make sure all trash is picked up, and all debris is cleared. Make sure gravel is not in grass area, or sidewalks.

**GATES**- Gates must be in good repair. If there are any broken slats, or issues with a gate Resident must contact VSM for repair. If fines accrue due to lack of communication with VSM; Resident will be charged.

RESIDENT MAY BE CHARGED FOR LANDSCAPING SERVICE CALL WITHOUT NOTICE IF A CITY VIOLATION OR HOA VIOLATION IS RECEIVED BY THE OWNER OR VSM. RESIDENT HAS BEEN TOLD & UNDERSTANDS WHAT IS EXPECTED FROM THEM WHILE OCCUPYING A VSM PROPERTY. IF YOU HAVE ANY QUESTIONS OR NEED CLARIFICATION PLEASE BE SURE TO ASK YOUR PROPERTY MANAGER.

\_\_\_\_\_  
RESIDENT SIGN/DATE

\_\_\_\_\_  
LANDLORD SIGN/DATE

VALENTINE SALES & MANAGEMENT LANDSCAPING ADDENDUM & HOA  
PLEASE READ EACH PARAGRAPH

Property \_\_\_\_\_

Resident: \_\_\_\_\_

**PROCESSING FEE: RESIDENT WILL BE CHARGED A PROCESSING FEE OF \$10.00 PER NOTICE INCLUDING, BUT NOT LIMITED TO HOA VIOLATIONS, CITY VIOLATIONS, ETC.**

**PROPERTY WITH VIEW FENCES/GOLF COURSE**-Yard front and back MUST be maintained with no visible trash of any kind. HOA requires grass all year around. If Resident fails to keep grass green VSM will order the landscaping, and charge the Resident.

**Vehicles**-No Parking in the street overnight/no parking in yard. No RV's, boats, trailers parked at home at any time. Unless behind RV gates. No inoperable vehicles may be stored at residence. No vehicle repair/reconstruction or visible oil/other stains in driveway. No drip pans, oil boards, carpets or other objects to collect spills. See HOA rules regarding work vehicles. See HOA rules about Home Based Businesses.

**Unapproved Architectural Changes (Sat. dishes, bb hoops)**-No visible changes to the property may be made by the Resident. All changes must be submitted to the HOA for approval. Approval from HOA can take up to 60-days.

**Trash Containers** -Trash container to be stored behind gate or fence so that they are not visible from the street except on collection days, and then only for the shortest time reasonably necessary to make sure collected.

**Nuisance**-No offensive activity shall be allowed at the property, nor any behavior that is considered an annoyance or nuisance so as to interfere with the quiet enjoyment of neighboring residents. No backwashing of the pool allowed to be drained in front of house.

RESIDENT WILL BE RESPONSIBLE FOR ALL HOA FINES THAT ACCRUE DUE TO VIOLATIONS OF ANY RULES AND REGULATIONS OF THE ASSOCIATION OR CITY CODES. ALL FINES VARY AND DEPENDING ON THE ASSOCIATION, CITY, AND LENGTH OF ONGOING VIOLATIONS. TO AVOID ANY FINES, MAKE SURE AND READ THE CC&R'S THAT ARE GIVEN TO YOU WITH YOUR LEASE PACKET.

YOU HAVE BEEN GIVEN A COPY OF THE RULES AND GUIDELINES (CC&R'S) AND CITY CODES. THESE GUIDELINES OUTLINE WHAT THE HOA OR CITY REQUIRES HOME OWNERS AND RESIDENTS TO COMPLY WITH. MAKE SURE TO READ THEM THOROUGHLY, AND PRESENT ANY QUESTIONS TO YOUR PROPERTY MANAGER.

\_\_\_\_\_  
RESIDENT SIGN/DATE

\_\_\_\_\_  
LANDLORD SIGN/DATE

**PERMISSION FOR ACCESS FOLLOWING DEATH, INCAPACITATION,  
or INCARCERATION**

I, \_\_\_\_\_ (tenant) hereby authorize the following person(s) to access my apartment/home for the sole purpose of removing all of my possessions in the event that I pass away, become incapacitated, or incarcerated:

\_\_\_\_\_ (name)

\_\_\_\_\_ (contact phone number)

\_\_\_\_\_ (contact address)

I understand that if the Landlord is unable to contact the above named person at the address and phone number provided by me, or if the above named person fails to respond to my landlord's request to remove the items within ten (10) days, then my Landlord may proceed with deeming these items abandoned under the Abandonment Statute, ARS 33-1370, and may dispose of all property remaining in the unit pursuant to Arizona law.

If the authorized person(s) come to retrieve the property, that person must present to the Landlord a valid United States government issued identification confirming that person's identity before the property can be removed. If the authorized person contacts the Landlord within 10 days of the Landlord's initial attempt to contact them, then that person shall have twenty (20) days, or the last day for which rent is paid, whichever is longer, to remove the property and return the keys, during regular business hours. If the property is not completely removed, the Landlord shall abide by ARS 33-1370. The Landlord may destroy or otherwise dispose of some or all of the property if the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale. Following the above, the Landlord shall have no further liability to the Tenant, Tenant's Estate, and Tenant's Heirs for loss, damage or stolen property.

If the authorized person fails to voluntarily leave the premises after the agreed upon access period, the Landlord shall have the right to immediately lock the premises and require the authorized person to leave. If the authorized person fails to leave upon request, the Landlord shall have the immediate right to call the police and have them removed. Nothing in this agreement, or by permitting access, will constitute the creation of a new lease with the authorized person nor otherwise authorize that person to reside in the property during the period that they are removing said items.

**Tenant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Landlord:** \_\_\_\_\_

**Date:** \_\_\_\_\_