

## LEASE AGREEMENT (TDY-ARIZONA)

### 1. Parties.

This Lease Agreement (hereinafter referred to as "Lease") is entered into on the date of the initial Lease Invoice by and between the individual(s) whose name(s) appears in the "Guest TDY Address" block of the Lease Invoice (hereinafter referred to individually and collectively as "Tenant") and TDY Housing, LLC (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease. A judgment entered against one Tenant shall be no bar to action against other Tenant(s).

### 2. Premises.

That in consideration of the representations made in the application filed by Tenant with the Landlord, and the deposit reserved herein, and the covenants herein contained, Landlord rents to Tenant and Tenant rents from Landlord, for residential purposes only, the fully-furnished premises located at the address listed in the "Guest TDY Address" block of the Lease Invoice (hereinafter referred to as "the Premises") together with the personal property listed on the Personal Property Inventory, a copy of which is available in the "Guest Welcome Book" and online at <http://www.goTDY.com/forms/ppi.pdf>.

### 3. Term.

The term of this begins at 4:00 p.m. local time on the date in the "Start Date" block of the Lease Invoice and expires at 11:00 a.m. local time on the date in the "End Date" block of the Lease Invoice unless cancelled, terminated early, or extended pursuant to the terms herein. **If Tenant fails to cancel or terminate early the Lease pursuant to the herein, Tenant may be liable for the balance of the rent for the remainder of the term.**

### 4. Deposit.

A deposit of two hundred fifty (\$250.00) is due at the execution of this Lease. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Lease. The deposit will be held as guarantee of performance of the provisions in this Lease pursuant to the Deposit Agreement. The deposit is refundable within fourteen (14) business days of departure in accordance with the Deposit Agreement. A copy of the Deposit Agreement is available in the "Guest Welcome Book" and online at <http://www.goTDY.com/forms/deposit.pdf>.

### 5. Rent

Rent is the amount listed in the "Per Diem Rent" block of the Lease Invoice and is payable according to the "Payment Terms" block of the Lease Invoice.

If the "Payment Terms" block lists "in advance," rent for the first month is due ten (10) days prior to the scheduled move-in date and on the same date every month thereafter without setoff, demand, or deduction.

If the "Payment Terms" block lists "in arrears," rent is due at the end of the first month's occupancy and on the same date of every thereafter setoff, demand, or deduction. For terms of less than thirty (30), rent is due upon moving-out.

### 6. Payment of Rent and Other Charges.

Rent is to be paid in money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to TDY Housing, LLC delivered to the "Front Desk Location" listed on the Lease Invoice or mailed to:

TDY HOUSING LLC  
956 E FRY BLVD  
SIERRA VISTA AZ 85635

### 7. Partial Rent Payments.

Landlord will not accept partial rent payments without a separate Partial Payment Agreement. Landlord is under no obligation to approve any Partial Payment Agreement. The approval of a Partial Payment Agreement does not obligate the Landlord to approve any subsequent Partial Payment Agreements. A copy of the Partial Payment Agreement is available in the "Guest Welcome Book" and online at <http://www.goTDY.com/forms/partial.pdf>.

### 8. Late Charges.

**If Tenant fails to pay the rent in full before 11:59 p.m. local time of the "Due Date" on the Lease Invoice, Tenant will pay to Landlord a late fee of three (3) percent of the *per Diem* rent for each day that the full rent remains unpaid.** Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

### 9. Returned Check and Other Bank Charges.

In each instance that a check or other form of payment offered by Tenant to Landlord as payment for any amount due under this Lease is returned for lack of sufficient funds, a "stop payment" or any other reason, **Tenant will pay Landlord a service charge of \$30.00 plus any late charges applicable until rent is paid in full.** After the first returned check, Landlord has the right to insist on payment by certified funds.

### 10. Payment Guarantee.

Tenant must maintain on file with Landlord a valid major credit card acceptable to the Landlord at the execution of this Lease and throughout the term of this Lease.

**Tenant expressly authorizes Landlord to charge Tenant's credit card on file for any past due rent and other charges due pursuant to this Lease.**

**11. Rent Increases.**

Landlord may increase rent to the Federal Government's Maximum Lodging Rate for the area in which the Premises is located, as prescribed by the General Services Administration, if the Government raises said rate. Rent may increase Federal Government's Maximum Lodging Rate for area in which the Premises is located, as prescribed by the General Services Administration, if the Tenant receives a Statement of Non-Availability. Landlord will notify Tenant in writing thirty (30) days in advance of any rent increased. Domestic lodging rates are published online at <http://www.gsa.gov>.

**12. Lodging Tax.**

Landlord may charge a transient lodging tax in addition to the rent for stays of less than thirty (30) days as applicable within the jurisdiction in which the Premises is located.

**13. Rental Tax.**

Pursuant to A.R.S. § 33-1314(E), Landlord may charge or adjust rental tax in addition to the rent with thirty (30) days notice if implemented or changed by taxing authorities in which the Premises is located.

**14. Application of Payments.**

Any payments received by Landlord will be applied first to legal fees and court costs, then to accrued interest and/or late fees, then to amounts owed for damages to the Premises, then to bring the deposit back up to the required amount, then to any other amounts owed by the Tenant to the Landlord, then to unpaid, past-due rent and taxes, and finally to prepaid rent and taxes.

**15. Occupancy and Use.**

The Premises are to be used only as a private residence for only the Tenant(s) listed in the "Guest TDY Address" block of the Lease Invoice and the minor children whose names, ages, and relationship to the Tenant(s) appear on the Tenant's rental application. The Premises shall be occupied by no more than the number of persons listed in the "# of Guests" block of the Lease Invoice.

Occupancy by persons other than those specifically listed on the Lease Invoice are strictly prohibited from staying in the Premises for more than seven (7) consecutive days, or a total of ten percent (10%) of the term of the Lease, without written permission from the Landlord.

**The presence of unauthorized occupant(s) is a material breach of this Lease. Tenant may forfeit a portion or all of the security deposit if unauthorized occupant(s) remain for more than seven (7) days throughout the term of this Lease and any extensions.**

**16. Pets.**

If a number appears in the "Pets Permitted" block, Tenant may keep only the specific animal(s) listed and approved on an attached Pet Application and in accordance with the Pet Agreement which is available in the "Guest Welcome Book" and online at <http://www.goTDY.com/forms/pets.pdf>.

If "NONE" or "ZERO" appears in the "Pets Permitted" block of the Lease Invoice, no animal, bird, or other pet(s) are permitted on the Premises, even temporarily, except for medically prescribed assistive animals.

**If the event Tenant brings or allows to be brought unauthorized pets, even temporarily, onto the Premises, Landlord may assess and collect a fee equal to up to ten (10) days rent which the parties hereby stipulate is a reasonable approximation of Landlord's damages to have the Premises thoroughly cleaned and deodorized and for the additional wear and tear on furnishing, carpets, floor, window coverings, etc.. This does not included damages beyond wear and tear. Tenant expressly authorizes Landlord to deduct this fee from the security deposit or charge Tenant's credit card on file.**

The assessment and collection of this unauthorized pet fee does not authorize the continued presence of the animal(s). The presence of unauthorized pets is a material breach of this Lease and subject to eviction.

**17. Housemates.**

If a number appears in the "Housemates Required" block of the Lease Invoice, Landlord may require Tenant to share the Premises with up to one (1) adult per bedroom or up to two (2) adults per bathroom, whichever is less. Landlord will make reasonable efforts to respect military regulations and customs in matching housemates of different rank and status.

Tenant may request to share the Premises with a housemate by listing their name(s) on the Tenant's rental application. A separate application and Lease Agreement is required for each housemate. Housemate Agreement is available in the "Guest Welcome Book" and online at <http://www.goTDY.com/forms/housemates.pdf>.

**18. Smoking Policy.**

**Smoking is NOT permitted inside the Premises.** If smoking does occur inside the Premises, Tenant is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris. Smoking in the Premises is a material breach of this Lease and may result in eviction. If the smell of smoke is noticeable in the Premises to Landlord, **Landlord may assess and collect a \$250 deodorizing fee. Tenant expressly authorizes Landlord to deduct this fee from the security deposit or charge Tenant's credit card on file with the Landlord.**

Smoking is permitted outside of the Premises. Tenant will use, or cause to be used, a non-flammable "butt can" for the collection of cigarette butts and equivalent. Tenant will not dispose of cigarette butts onto the grounds. **Landlord may assess and collect a \$100 fee for picking up cigarette butts during groundskeeping services and/or upon tenant vacating the Premises. Tenant expressly authorizes Landlord to deduct this fee from the security deposit or charge Tenant's credit card on file with the Landlord.**

**19. Covenants, Conditions, and Restrictions.**

Common and neighborhood-specific Covenants, Conditions, and Restrictions (CCR) are available in the "Guest Welcome Book" and online at <http://www.goTDY.com/guests/ccr.html>. Tenant acknowledges reading the CCR and agrees to abide by them as a condition of this Lease. Violations of applicable CCR are a material breach of this Lease.

**20. Tenant Examination and Acceptance of Premises.**

Landlord will deliver the Premises in a habitable condition, pursuant to applicable State law. Tenant takes the Premises in AS-IS condition. Tenant agrees not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein. Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing.

**21. Move-in Inspection.**

Tenant may download and complete a Move-in Inspection form online at <http://www.goTDY.com/forms/inspection.pdf> and a Personal Property Inventory form at <http://www.goTDY.com/forms/ppi.pdf> to note any deficiencies with the Premises or personal property provided by Landlord. Tenant may deliver the completed forms to the "Front Desk Location" listed on the Lease Invoice within three (3) days of moving into the Premises.

**If Tenant does not complete and return the Move-in Inspection form within three (3) days, then Tenant accepts the Premises in satisfactory condition without deficiencies. If Tenant does not complete and return the Personal Property Inventory within three (3) days, then Tenant accepts all personal property listed on the inventory as present and in good condition.**

**22. Tenant's Responsibilities and Duties.**

Tenant shall:

1. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the Premises that he occupies and uses in clean, sanitary and safe condition.
3. Return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear.
4. Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
5. Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the Premises.
7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or permit any person to do so.
8. Conduct himself and require other persons on the Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their Premises.
9. Immediately notify the Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware.

10. Reimburse Landlord on demand of the cost of any repairs to the Premises damaged by Tenant or Tenant's guests through misuse or neglect.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

**23. Insurance.**

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. Tenant is therefore strongly encouraged to independently purchase renter's insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all Tenant's personal property on the Premises and/or in any common areas from any and all damages.

**24. Repairs/Reporting Maintenance Issues.**

Tenant shall not tamper with or attempt to repair any appliance, electrical (other than changing light bulbs), plumbing, mechanical, heating, ventilating, and/or air conditioning systems.

Tenant shall immediately notify Landlord of any and all equipment malfunctions, failure to supply services, or repairs needed. Tenant may request additional services from Landlord for non-routine or emergency maintenance via e-mail at [front.desk@goTDY.com](mailto:front.desk@goTDY.com) or by calling 520-439-8839.

**25. Notice of Injuries on Premises.**

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**26. Vehicle Parking.**

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the Premises without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Commercial vehicles, trailers and RV's shall not be parked on or near the Premises. Tenant(s) may not park more than one vehicle per Tenant on the Premises. Vehicles will only be parked on pavement.

Maintenance and/or repairs of vehicles are not permitted on the Premises, except for minor repairs to vehicles belonging to Tenant. Minor repairs shall mean oil/filter changes, tune-up, changing a tire and washing of vehicles. Tenant is responsible for cleaning up any mess and properly disposing of any waste from vehicles maintenance or repairs.

Landlord hereby notifies Tenant that Landlord is not responsible for any damages to Tenant's vehicle(s). Vehicle thefts, break-ins, and vandalism are possible and have occurred in the general area of the Premises. If a garage is included with

the Premise, to the maximum extent possible, Tenant agrees to park his/her vehicle(s) in the garage overnight.

**27. Alterations and Repairs by Tenant.**

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the Premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae, nor drive nails or other devices into the walls or woodwork, nor refinish or floors without the prior written permission of the Landlord. Any of the above-described work shall become part of the dwelling.

**28. Disturbances and Violation of Laws.**

Tenant, guests and invitees of either Tenant or guests shall not use the Premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either Tenant or guests use the Premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either Tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the Premises.

**29. Assignment of Lease and Subletting.**

Tenant will not sublet the Premises or any portion thereof, or assign this Lease without the prior written consent of Landlord. It is hereby understood and agreed that the consent by Landlord to an assignment or sublease agreement by Tenant shall not constitute consent to future assignments or sublease agreements and in all events Tenant shall remain fully liable for all obligations of Tenant hereunder. If Tenant assigns or subleases the Premises without express written permission from the Landlord, Tenant will pay to Landlord twice the per diem rental rate as damages for the days the Premises are assigned are subleased.

**30. Application for Lease.**

Tenant acknowledges that the statements and representations made in the signed application for said Premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a material and irrevocable breach hereof.

**31. Cancellations, Early Terminations, & Extension.**

Tenant may cancel, terminate early, or extend the terms of the Lease with thirty (30) day written notice in accordance with the Lease Change Agreement which is available at <http://www.goTDY.com/forms/leasechange.pdf>.

Landlord and Tenant hereby agree that in the event Tenant fails to take possession of the Premises after signing the Lease Agreement or for any reason vacates the Premises without thirty (30) days written notice of intent to do so, then Landlord may assess and collect a fee equal to thirty (30) days rent or the number of days remaining on the lease term, whichever is less. The parties hereby stipulate and agree this amount is a reasonable approximation of Landlord's damages. Tenant

expressly authorizes Landlord to deduct this fee from the security deposit.

**32. Holdover.**

Tenant agrees there shall be no holding over or late departure without prior request from Tenant and approval from Landlord as documented on a Lease Change Agreement which is available at <http://www.goTDY.com/forms/leasechange.pdf>. No verbal agreement on holding over from Landlord, Landlord's employees or agents are valid.

**Rent shall automatically increase fifty percent (50%) on all unauthorized holdover periods**, shall remain valid for the duration of the holdover period, and shall be collectible as rent.

This provision shall not limit the Landlord's remedies provided by A.R.S. § 33-1375. Tenant shall indemnify Landlord for all damages and expenses incurred and shall reimburse Landlord for payment of all reasonable settlements made by Landlord with third-parties (i.e. future tenants) as a result of Tenant holding over.

**33. Extended Absences by Tenant.**

Tenant will notify Landlord in advance if Tenant will be away from the Premises for seven (7) or more consecutive days. During such absence, Landlord may enter the Premises at times necessary to maintain the property and inspect for needed repairs.

**34. Abandonment.**

Abandonment shall be defined as either the absence of Tenant from the dwelling unit, without notice to Landlord for at least seven (7) days, if rent for the dwelling unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Premises or the absence of Tenant for at least five (5) days, if the rent for the dwelling unit is outstanding and unpaid for five (5) days and none of Tenant's personal property is in the dwelling unit.

If Tenant wrongfully quits and abandons the Premises during the term of the tenancy, Landlord shall make reasonable efforts to make the dwelling unit available for rental. If Landlord rents the dwelling unit for a term beginning before the expiration of this Lease, this Lease terminates as of the commencement date of the new tenancy. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, Landlord fails to re-rent the Premises for a fair rental during the term, Tenant shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term.

**35. Tenant's Personal Property.**

Tenant expressly authorizes Landlord to dispose of abandoned personal property and property left on the Premises by Tenant after the tenancy has terminated, in any manner the Landlord deems fit, where the Landlord reasonably believes that the value of said property is so low that the cost of moving, storing, and conducting a public sale would exceed the amount that would be realized from the sale. Tenant holds Landlord harmless for loss of property and/or value of said property disposed of under these circumstances.

**36. Surrender of Premises.**

Tenant will, upon termination of this Lease, surrender the Premises and all fixtures, equipment, and personal property of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at the time of vacating the Premises, clean said Premises including stove and refrigerator and remove trash from the Premises. Upon vacating the Premises, Tenant shall deliver all keys to the Landlord or his Agent within twenty-four (24) hours after vacating. Tenant has not surrender Premises until all keys and garage door remotes are returned to Landlord. Failure to comply will be cause to charge Tenant for changing locks and/or garage door remotes.

**37. Property Damage - Destruction of Property.**

If the Premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of the happening of such event. If, however, the Premises are only partially destroyed or damaged and still habitable Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the Premises bears to the whole of said Premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause property damage.

**38. Default / Breach by Tenant.**

In the event of any default hereunder, including material falsification of the information provided on the rental application, by the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject Premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events, the Landlord shall have the right to terminate this Lease by giving Tenant personally or by sending via certified or registered mail, to the Premises or Tenant's last known address, a ten (10) day written notice of termination and this Lease shall terminate upon the expiration of ten (10) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of ten (10) days and the Landlord, at the expiration of said ten (10) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said Premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If notice is mailed by registered or certified mail, Tenant shall be deemed to have received such notice on the date the notice is actually received by Tenant or five days after the date the notice is mailed, whichever occurs first.

In the event the default is nonpayment of rent, Landlord may serve Tenant with a five (5) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the Premises by the expiration of the five (5) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a five (5) day written notice of termination whereupon the Tenant must cure the default by the expiration of the five (5) day notice period or surrender the Premises. Upon Landlord's termination of this Lease, Tenant

expressly agrees and understands that the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as an offset to satisfaction of the accelerated rent.

**39. Grounds for Termination of Tenancy.**

The failure of Tenant, guests and invitees to comply with any term of this Lease shall be grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**40. Quiet Enjoyment.**

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this Lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the Premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

**41. Property Manager.**

The Landlord is the property manager for the Premises. The Landlord is not a property management company. Landlord is a corporate housing provider. Landlord holds a lease on the Premises and sub-lets the Premises to the Tenant under agreement with the owner of the Premises or the owner's agent.

**42. Owner.**

The name and address of the Owner of the Premises or the Owner's statutory agent is on file in Landlord's office and in the "Guest Welcome Book" given to Tenant at move-in.

**43. Landlord's Responsibilities and Duties.**

Landlord shall

Comply with the requirements of applicable building codes materially affecting health and safety.

Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition.

Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him.

Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.

Supply running water and reasonable amounts of hot water at all times, reasonable heat and reasonable air-conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the dwelling unit is so constructed that heat, air-conditioning, cooling or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.

If the Premises is in an apartment complex, the owner and/or property manager of the apartment complex is obligated to perform the above Landlord Responsibilities and Duties in

accordance with the Arizona Landlord Tenant Act. The Landlord is neither obligated nor able to perform the above Landlord Responsibilities and Duties if the Premises are in an apartment complex.

**44. Utilities.**

If box is checked, Landlord will provide electricity, natural gas, and water. **Tenant will pay Landlord for actual utility costs used minus the *per Diem* amount listed in the "Utility Cap" block of the Lease Invoice multiplied by the number of days Tenant paid rent in full.** The "Utility Cap" is the combined amount for all three utilities.

Upon Tenant vacating the Premises, Landlord may assess and collect any amounts for electricity, natural gas, and water in excess of the "Utility Cap" multiplied by the number of days Tenant paid rent in full. **Tenant expressly authorizes Landlord to deduct this amount from Tenant's security deposit or charge Tenant's credit card on file.**

If the above box is not checked, all utilities are the responsibility of the Tenants. Tenant's failure to maintain utility accounts in good standing resulting in utility shut-off is material noncompliance of the Lease affecting health and safety.

**45. Sewer and Sanitation.**

Landlord will provide and pay for sewer and sanitation and required deposits. Tenant agrees to use the sewer and sanitation system in a responsible and conservative manner. In accordance with applicable City and Health Department regulations, Tenant will only flush toilet paper in the toilet. Tenant will not flush nor dispose of down any drain flammable or explosive liquids, solids, or gases; corrosive substances that are either acidic or caustic; fats, oils or greases; dye wastes or tanning solutions; garbage, sand, metals, wood, straw or grass; wastepaper, plastics, animal parts, glass, cat litter (including so called "flushable" cat letter), disposable diapers, sanitary napkins, tampons (including tampon applicators), and other bulky so called "disposable" products, or similar substances. Landlord may assess and collect, and Tenant agrees to pay, for any repairs or fines for violating this clause.

**46. Television and Internet Services**

Landlord will provide and pay for basic cable television service as provided by the servicing cable.

Landlord will provide and pay for basic cable or DSL Internet service as provided by the servicing cable or Telephone Company.

Landlord is not obligated to provide these services if they are not available at a reasonable cost at the Premises.

**47. Housekeeping Service.**

If box is checked, Landlord will provide and pay for bi-weekly residential housekeeping service. Tenant agrees to accept housekeeping services as a condition of the Lease. Except in the event of personal illness, Tenant will not refuse housekeeping service. Schedule for services is available from the "Front Desk." Schedules are subject to change without notice.

**48. Groundskeeping Service.**

If box is checked, Landlord will provide and pay for groundskeeping services. Tenant agrees to accept grounds keeping services as a condition of the Lease. Schedule for services is available from the "Front Desk." Schedules are subject to change without notice.

**49. Pest Control Service.**

Landlord will provide and pay for pest control. Unless there is a documented medical reason, Tenant agrees to accept periodic pest control services as a condition of the Lease. Schedule for services is available from the "Front Desk." Schedules are subject to change without notice.

**50. Maintenance Service.**

Landlord will provide and pay for routine preventative maintenance services. Tenant agrees to accept periodic maintenance services as a condition of the Lease. Schedule for services is available from the "Front Desk." Schedules are subject to change without notice.

**51. Other Utilities and Services.**

Tenant shall be responsible for contacting and arranging for any utility or services not provided by the Landlord, and for any utilities or services not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the Premises back unto Landlord upon termination or expiration of the Lease.

**52. Access to the Premises.**

If box is checked, Tenant grants Landlord, his agents or employees access to the Premises to provide routine housekeeping, groundskeeping, pest control and maintenance services during normal business hours without further permission.

**53. Landlord's Right to Access and Inspection.**

In addition to the rights provided by law, Landlord or Landlord's duly authorized agents may enter the Premises to make repairs or improvements, or to show the Premises to prospective buyers or tenants, or to conduct a monthly inspection, or to address a safety or maintenance problem, or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Except in cases of scheduled routine services, emergency, Tenant's abandonment of the Premises, court order or where it is impractical to do so, Landlord shall give Tenant two (2) days' notice before entering.

**54. Hold Harmless.**

To the fullest extent permitted by law, Tenant hereby agrees to hold Landlord and its agents free and harmless from any and all losses, claims or damages by reason of any accident, injury, or damage to any person or property occurring on or about the Premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

**55. Disclaimer of Security Warranties.**

Landlord, Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Premises, common areas, or the community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and

acknowledges that Tenant and occupant(s) shall have the exclusive responsibility of protecting the Premises, Tenant, occupant(s) and Tenant's guests from crime, fire, and other danger. Landlord shall have no duty to provide any security devices to Tenant or the community with the exception of those required by applicable law. Tenant shall look solely to public law enforcement agencies and other forms of public safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and though Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon Tenant's reasonable request, Landlord shall consider permitting Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access Premises.

**56. Eminent Domain.**

If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

**57. Remedies – Cumulative.**

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

**58. Waiver.**

Any waiver of a default hereunder shall not be deemed a waiver of any terms or conditions of this Lease or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

**59. Agents and Authority to Receive Legal Papers.**

Any notice that either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the Premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox at the Premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

The Landlord, any person managing the Premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to the Landlord at the following address:

TDY HOUSING LLC  
849 OCOTILLO DRIVE  
PO BOX 216  
SIERRA VISTA AZ 85636-0216  
Telephone: 520-439-8839

**60. Time.**

Time is of the essence in all matters of this Lease.

**61. Subordination.**

Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject the Premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the Premises to a mortgage or other lien.

**62. Court Costs and Attorneys Fees.**

Landlord and Tenant agree that the prevailing party in any litigation, action, or controversy arising from this Lease, including the collection of rent or other charges due hereunder, shall be entitled to reimbursement of or, if appropriate, an award of reasonable attorneys' fees, litigation expenses, and court costs incurred prior to trial, during trial, post-judgment and/or on appeal without regard to whether or not the matter is contested.

**63. Paragraph Headings.**

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Lease and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

**64. Severability.**

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the Lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this Lease may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

**65. Binding on Heirs and Assigns.**

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**66. Governing Law.**

This Lease shall be governed by the laws of the state of Arizona.

**67. Lead-Based Paint.**

The Premises were built after 1978. No known lead-based paint and/or lead-based hazards exist on the Premises.

**68. Move-out Inspection.**

Tenant may be present during the move-out inspection.

**69. Free Copy of ARLTA.**

A free copy of the Arizona Residential Landlord and Tenant Act is available in the Guest Handbook in the Premises, through the Arizona Secretary of State's office and/or from [http://www.azsos.gov/public\\_services/publications/Residential\\_Landlord\\_Tenant\\_Act/2004/Landlord\\_Act.htm](http://www.azsos.gov/public_services/publications/Residential_Landlord_Tenant_Act/2004/Landlord_Act.htm).

**70. Applicable Attachments (if checked).**

- [Deposit Agreement](#)
- Crime Free Addendum
- Additional Services Agreement
- Third-Party Billing Agreement
- [Housemate Agreement](#)
- [Pet Agreement](#)
- Lead-Based Hazards
- Residential Pool Safety Notice
- [Move-in/out Inspection](#)
- [Personal Property Inventory](#)

**71. Waiver of Jury Trial.**

To minimize delay and to reduce the cost of potential litigation, the parties hereby agree to waive their right to a trial by jury. The parties hereto understand that they are entitled to a jury trial for claims arising out of this Lease and/or the Arizona Residential Landlord and Tenant Act, but knowingly and voluntarily waive this right.

**72. Entire Agreement.**

This document and attachments referenced herein constitute the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Tenant acknowledges receipt of an executed copy of this Lease Agreement.

Landlord/Agent's signature:   
 Michael J Benson, Managing Member, TDY Housing, LLC, Phone: 520-439-8839

Tenant's signature agreeing to this Lease Agreement may appear on the Lease Invoice.

Tenant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_ Date: \_\_\_\_\_