

# **SAHARA APARTMENTS LEASE AGREEMENT**

## **VERY IMPORTANT, PLEASE READ THIS SECTION CAREFULLY:**

**CONDITIONS OF RESIDENCY:** You acknowledge and agree that despite the inclusion of the word "Apartment" in the name, Sahara Apartments is not a regular apartment building. It is instead a special purpose type of accommodation for college and university students that could more properly be called a "Private Student Residence Hall", and as such certain qualifications are needed to live at the Sahara and certain restrictions exist that are contained in our Rules and Regulations attached hereto as Exhibit "A", as well as the following conditions and restrictions:

A. All residents must be full time students at an accredited 2 or 4 year college or university pursuing an academic course of study leading to a at least an Associate of Arts Degree. Students attending trade schools do not meet the above requirement. If you begin your residence as a full time student, and later reduce your course work or stop attending school, we shall have the exclusive right at our option, to give you a 30 day notice and ask you to vacate the apartment. In such a case you will remain financially responsible for the payment of any unpaid balance of the contract price that may be outstanding at the time of your departure from the Sahara. However, you may sublease your apartment subject to the provisions of paragraph 35 below.

B. If you are evicted from the property, or if you vacate the apartment prior to termination of your lease, or if you abandon your apartment, you will never the less remain liable for any unpaid portion of your entire lease contract.

You specifically acknowledge, understand and agree that because Sahara is a special purpose residence for students only, the management is unable to re-rent the apartment vacated by you to anyone other than a full time student who would also have qualify under our normal qualifying standards for all future residents.

You also understand and agree that because most students in Tucson will be committed to leases at other apartment buildings where they live, they are prevented from moving to Sahara after the start of the school year. While there may be some students free from lease obligations at the time your vacated apartment becomes available for re-renting, it is highly unlikely, based on our experience since the start of our operations in 2005, that we will be able to re-rent your apartment to another student if you vacate it for any reason prior to the termination of the term of your lease.

You understand and agree that this state of affairs is the consequence of our policy of maintaining Sahara's long term residential section (our so called dormitory section which consists of buildings 2,3, and 4, as well as the two 1 bedrooms and the two 2 bedroom apartments in building 1) as a "students only" housing project in order to allow the benefits to our student residents that result from such an arrangement. As a consequence of this policy, and your desire to live in such an environment, you understand and agree that your liability for the entire amount of your lease contract, even if the lease is terminated early by you either voluntarily or involuntarily, is a fair and reasonable condition that you accept in order to gain the advantages of living in an all and only student occupied housing arrangement.

C. If you are a female and become pregnant while you are a resident of the Sahara Apartments, you must vacate the apartment upon or prior to the birth of your child and pay any unpaid balance of your Contract Price.

Our policy is that we do not approve anyone to become a resident of Sahara Apartments who has a criminal record, any history of drug and alcohol abuse, or who has a record of violent behavior, non-payment of rent, abandoning a prior rented residence, vacating an apartment prior to expiration of the term of the lease without the consent of the landlord, or material breaches of their lease agreement or the rules and regulations at their prior places of residence.

D. You do not have a right to have visitors in your apartment, or to have anyone visit you at the Sahara's common areas. Currently, however, our policy is to allow a limited number of visitors in apartments. This limit is 4, 6, & 8 for studio apartments, one bedrooms, and two bedrooms respectively, including the residents themselves. We also currently allow a reasonable number of guests to be hosted by each resident in the common areas such as the lounge, the game room, movie theater or around the pool area. If you wish to host an event that would require you to have exclusive use of certain common areas, you must request permission to do this and upon our approval we can reserve such area for your use for the proposed time interval requested by you.

We may change this policy at any time without notice with respect to any one resident, or with respect to all residents and their visitors. We may prohibit a particular person from entering the Sahara while allowing others to be permitted to come in to the Sahara. We also reserve the right to prohibit any single person from visiting the Sahara apartments, if in our judgment the person so prohibited, has been or is likely to create a nuisance, pose a danger to the Sahara residents or staff, or conduct him or herself inappropriately.

E. While our policy of allowing visitors is not revoked, you may have visitors subject to consent by your roommate if you are in a double occupancy apartment and subject to the numerical limits set forth in our Rules and Regulations attached hereto and made part hereof, regarding the maximum number of people that may be in an apartment at any one time. And, you must ask your visitors to leave, if your roommate requests that you do so. You may, however, entertain your friends in our recreation areas such as the pool area and the court yard, the Lounge, the Game Room and the Movie Theater, in which case you and your guests will be subject to the time and noise level limitations set forth in this lease and in our Rules & Regulation.

F. You are not permitted to have a party at your apartment even with the consent of your roommate, or in the common areas of the Sahara property. A party is defined as having one or more visitors in your apartment or in any of the common areas of the Sahara property, and generating noise (whether from conversation, or music, or TV, or any other activity) that is loud enough to travel to other apartments and disturb other residents, regardless of whether or not we receive a complaint about such noise.

G. You are not permitted to generate any type of noise that in our reasonable judgment is excessive and disturbing to your neighbors or other residents, regardless of whether you are in your apartment or any other location on the property, and regardless of the time of day.

I have read and clearly understand the above provisions of this lease: \_\_\_\_\_

- 1- **PARTIES TO THE LEASE:** This lease agreement is made on **Saturday, February 26, 2011** , by and between **TBM Equities, LLC.**, doing business as **Sahara Apartments** , by its authorized agent (hereinafter we or us ), and **«FirstName» «JobName»**, hereinafter you).
- 2- We hereby lease and you hereby accept and rent the Premises herein defined, subject to all of the terms, conditions and provisions set forth in this agreement. You acknowledge that a blank copy of this lease is posted on our web site, that as a part of your application process you were directed to read this lease and the rules and regulations of Sahara Apartments, before you applied, and that you have in fact read this entire lease completely and understand all the provisions, and have received complete answers to all your questions regarding all provisions of this Lease Agreement, and that you are entering into this agreement with full understanding of the legal and financial implications of all the provisions of the lease and the rules and regulations.
- 3- **PREMISES:** A studio apartment designated as **«3FURNITURE»** floor plan, which you will occupy as a **«JobDescription»** occupant. Due to requirements of our roommate matching program, and uncertainly as to which apartments may continue to be held over by a previous tenants, as well as other factors, you will not have a specific apartment number assigned to you until the day you move in to your apartment.
- 4- **AUTOS AND PARKING:** If you have a car, or expect visitors who may park their vehicles at the Sahara, please read the following carefully:
 

If you have a car, you may only park in an assigned parking space in our parking lot behind gates. The parking spaces on the outside of the property, in the alley and in front of our leasing office and the commercial rental spaces are reserved for the visitors to our office and the patrons of the commercial spaces. Tenant's cars parked in those spaces are subject to being towed at Tenants' expense.

Please tell your visitors to park in the spaces in the alley and not in front of the building. You agree to immediately notify us if you get a new car and shall provide us with the year, make, model, color, and license number of your new car. If you fail to do so and your car is towed away, it will be at your expense. Monthly parking fee is \$25.00. If you have not given us information about your car and your car is towed away, it will be at your expense.
- 5- **TERM:** The term of this Lease Agreement shall begin at noon, on **«JobStartDate»** (the Start Date), and shall end at noon, **«JobProjEndDate»** (the Termination Date). All keys, remote control for auto gate if applicable, and any other property of Sahara in possession of the resident must be returned to us by noon on the Termination Date.
- 6- **NON-REFUNDABLE HOLDING FEE:** At the time of signing this lease you are required to pay a non-refundable "Holding Fee" the total amount of which will be equal to the Move-in Costs applicable to you as shown in Exhibit "B" attached hereto. Once you have moved in AND paid the balance of the contract that is due on the date of your moving in, the Holding Deposit will automatically convert to your Move-In Costs and the refundable portion of the move-in deposits will become your refundable damage and key deposits, and will be subject to the terms of this lease governing the refund of such deposits.
- 7- **CONTRACT AMOUNT:** The amount of this contract is **\$«c11TOTALCONTRACTAMOUNT»** which includes parking fees if you lease a parking space along with your apartment at the time of signing this lease, but excludes your move-in costs. In addition your total move-in costs are **\$«c12MOVEINCOSTS»**
- 8- **PLACE AND ACCEPTABLE METHODS OF PAYMENT:** Payment will be accepted by personal check, cashier's check, certified check or money order, in the exact amount due. **NO CASH AND NO SECOND PARTY CHECKS** will be accepted. Rent may also be paid with Visa, Master Card, Discover Card or American Express card. However, if you pay by personal check you will not be allowed to move in until 5 business days after the receipt of your check to allow time for our bank to clear your check.

You shall pay us at the office of the building, located and identified as such at the Property, or by mail to the address shown above. If Rent and any Additional Rent as defined below, is not paid on or before 5:00 PM on the Due Date, then a late charge of \$100 will be charged to your account and added to your balance. The unpaid balance will then accrue interest an annual

rate of 10% until fully paid. Charges for lost keys, bicycle deposits, or other miscellaneous charges will not become subject to late fees or interest until after you vacate or abandon your apartment.

**9- PAYMENT DUE DATES:** Your entire contact amount as shown in paragraph 5 above is due and payable at the time of signing this agreement. However, an installment plan is available as set forth in the following paragraphs.

**10- PAYMENT FOR MOVE-IN COSTS:** The move-in costs applicable to you are outlined in the attached Exhibit "B" to this agreement and made a part hereof. Your move-in costs initially serve as a "Non-refundable Holding Deposit", but will convert to, and become, your move-in costs, after you move in. As shown on the attached exhibit, the move in costs consist of non-refundable fees as well as refundable deposits.

**11- PAYMENT OF THE CONTRACT PRICE:**

a. FOR 9 and 11.5 MONTH LEASES:

- i. 20% on June 15th, or at the time of signing the lease if after June 1.
- ii. 40% on August 15<sup>th</sup>, or upon moving in if earlier than August 15<sup>th</sup>.
- iii. 40% January 15th.

b. FOR FALL SEMESTER LEASES:

- i. 20% On June 15th, or at the time of signing the lease if after June 15.
- ii. 80% on August 15, prior to moving in.

c. FOR SPRING SEMESTER LEASES:

- i. 20% On November 15, or at the time of signing the lease if after November 15.
- ii. 80% On January 1, prior to moving in.

**12- FAILURE TO PAY, EVICTIONS AND COLLECTIONS:** While you are residing at the Sahara, if any payments required under the terms of this Lease Agreement are not paid when due, we will send you, by certified mail, a "5 day late notice" which will give you 5 days from the date of receipt of such notice to make the required payment. Please note that under Arizona law, if you refuse to accept delivery of such letter, the notice will still be legally considered delivered to you as of the date of delivery by the United States Postal Service.

If after expiration of such 5 day period, payment is not made, then we will turn over the case to an attorney who will file for your eviction at the court. All attorney's fees and court costs will be added to the balance owed by you and you agree that you shall be liable for reimbursing us for such expenses.

Once we obtain a court order to evict you, normally the court will allow a reasonable time for you to vacate, no less than 6 days from the date of Court hearing, except in case of serious offences where the Court may deem that your continued presence on the property poses a risk or threat to the safety and security of other residents or the Sahara staff, in which case the court may order you to immediately vacate. Sahara will then obtain the services of a Constable who will assure that you move out.

When we file an eviction and/or action in the court, we also ask the judge to award us interest on the unpaid balance of the account at 10% per annum or the maximum legal rate that may be allowed. You would then be required to pay us the original balance plus attorney's fees, plus court costs and fees, as well as accrued interest, and you agree that you will do so.

If any balances remain unpaid after you have moved out of the Sahara, whether due to you having been evicted, or because you moved out upon expiration of your lease term, or due to Early Termination of the Lease by virtue of your moving out

prior to the expiration of your lease, or because you abandon the premises, we will wait for a period of seven days to give you a chance to make full payment or make payment arrangements acceptable to us.

If your account balance is not paid after such 7 day period, then, if we have not agreed to a payment arrangement for you other than full and immediate payment, then, your account will be turned over to a collection agency. The collection agency will then contact you regarding collection of the balance. The collection agency will also immediately notify all three credit reporting agencies about your unpaid balance, and court records, if any, regarding such unpaid balance, as well as the fact that the account has been turned over to the collection agency.

You understand and agree that you shall be liable and shall reimburse us for all interest accrued on such unpaid balance at the rate of 10% per annum or the maximum rate allowed by law if lower than 10%. Interest shall accrue from the date on which each portion of your indebtedness became due, until payment is received on account of such portion of indebtedness.

You shall also be liable for our attorney's fees and court costs and any other costs or fees related to collection of the debt including the fees we pay to the collection agency. Typically, collection agencies charge a fee ranging from 35%-50% of the amount turned over to them for collection.

**13- FINANCIAL RESPONSIBILITY:** If you are one of two or more occupants in an apartment, the other occupants will have their own separate leases and you will not be held responsible for payment of their rent, or any damages caused by them. Each occupant will sign a separate lease and be responsible only for his/her own rent payment, and will be individually responsible for all other obligations under the terms of his/her own lease. If you vacate the apartment before the end of your lease term, you will nevertheless remain responsible for the payment of any balances due on your account. If you have already paid the entire contract amount at the time you vacate your apartment, there will be no refund to you for the unused portion of contract amount, even if we rent your particular apartment or shared space in an apartment, to someone else, as long we have another vacant apartment in our dormitory section.

**14- ROOMMATE MATCHING:** If you have chosen to share an apartment with a roommate, and if you have a prospective roommate with whom you wish to share the apartment, we will accommodate you, provided that such prospective roommate also applies to us for residency at the Sahara and meets the requirements for residency and such application is approved pursuant to our normal qualification standards.

If you do not already have a friend whom you want to be your roommate, we will match you up with a roommate following our roommate matching process . All current and future tenants who are to be matched with roommates will be sent an invitation to join our private roommate matching page on "FaceBook". Once you accept the invitation you will then go on that page and post your photo and profile and answer the questions that we have posted on that page about yourself, your habits, and your preferences. You can then check out all the other future residents who are also looking for roommates and who have posted their profiles on our roommate matching page. You may then contact any of the other roommate candidates by e-mail, telephone or instant messaging, to get to know them better and find out if they would be interested to become your roommate. If, through this process, you find a roommate and both of you decide you want to room together, then you will both let us know and we will then assign you to the same apartment.

However, if you do not find anyone that you would like to be your roommate, then you can supply us with a list of 3- 5 future residents with whom you have determined that you would be willing to share an apartment. We will then do our best to match you with one of your listed roommate candidates.

If all the roommate candidates you select end up being matched with other future residents, then we will do our best to match you up with the most compatible future resident remaining in the list of future residents to be matched as roommates.

While we will attempt to select a roommate for you whom we believe. you understand and acknowledge that such a method is inexact and that we can in no way guarantee that your roommate will be compatible with you.

**15- ROOMMATE CONFLICT RESOLUTION:** If conflicts develop between you and your roommate, you agree that you will submit to an Arbitration Hearing to be conducted and arbitrated by the Community Director, if one is employed by the property, or by the Managing Member of TBM Equities, LLC, as the owner of the property.

The arbitrator shall hold a hearing during which both sides will present their cases as to the causes of the conflict. The

arbitrator shall then make recommendations with respect to actions to be taken by each party to resolve the problems. If after passages of a reasonable time (as determined by the Arbitrator on a case by case basis), the conflicts continue, there shall be another Arbitration Hearing, at which either further conflict resolution recommendations will be made, or the arbitrator may recommend that you or your roommate be relocated to another apartment.

If it is determined that the continuation of the conflict was due to your refusal to take the actions recommended by the Arbitration Committee, and we have to separate you and your roommate by moving one of you to another apartment, then you will be charged \$200 penalty for refusing to abide by the recommendation of the Arbitration Committee. We shall then assign a new roommate to you or we will ask you to move to another apartment and become the roommate of the person already in that apartment.

If you are judged by the Arbitrator to be at fault with respect to the cause of conflict with your roommate, and if there are no roommates available to be assigned to move into your apartment, or for you to move into their apartment, then you will have to exercise one of the following options:

Become a single occupant, and pay the single occupancy rates applicable to that apartment

Stay in the apartment you are in for a maximum of 30 days as a single occupant, and move out of Sahara at the end of the 30 day period. In this case, you will not receive any refunds for the unused portion of your rent, if you have already paid the entire amount of your contract. If you still owe a portion of the rent contract, you will remain liable for the payment of that amount when that next installment becomes due.

If you are found to be the party at fault in the conflict with your roommate, and you are moved to a new apartment to room with someone else, we do so regardless of whether or not the apartment available for you to move in has a balcony or not, and regardless of the new apartments specific location in the building and on the floor. However, if we move you from a non balcony apartment into a balcony apartment, you will not have to pay the additional charge for having a balcony.

If you refuse to take part in the Arbitration Hearings set forth above, such refusal shall be considered as a material breach under the terms of this Lease Agreement, and we will have the option to evict you, and if so evicted you shall remain liable for any unpaid balance of the Contract Price.

**16-DAMAGES:** You will be responsible for any damages to the apartment and the furniture and fixtures on a pro-rata basis with your roommate. If damage is done by your roommate or any of his guests, and you immediately reports such damage to us in writing, and if your roommate agrees with your assertion as to the cause of the damage, then we shall only charge your roommate for such damages. If your roommate denies responsibility, the case will be referred to the Arbitrator, which will then determine who is responsible for the damages. You agree that such determination by the Arbitrator shall be binding on you and that there shall be no appeal or review of the decision. The Arbitrator shall be the Community Director, or the Managing Member of TBM Equities, LLC, as the owner of Sahara Apartments.

**17-UTILITIES:** Your electric, water, hot water, and trash service are included with your rent. In addition to the appliances and lighting fixtures that are included in each apartment, you are allowed to have one TV, one stereo system, one small clock radio, one desktop and one laptop computer, one printer, one scanner, one desk lamp and one floor lamp.

However, if you have an extensive range of electrical equipments, such as additional music systems, computers, servers, printer, scanners, copiers, and other equipment that increase the electric usage and could not be considered as required for normal residential use, then you would be charged an additional amount to be determined by the management of Sahara Apartments, based on the number and type of equipment you may have in your apartment.

While all utility costs are included in the rent, we reserve the right to pass on any additional utility costs that result from increases in the rates for water, gas, and electric utilities, that are more than 3% higher than the rates in effect for such utilities on the date you signed your lease.

**18-INTERNET & SATELLITE TV ACCESS:** Also included in your rent is access to a high speed connection to the internet through our Networked DSL lines. In addition each apartment is cabled to access our Satellite TV system that offers 30 channels. If you wish to have telephone service, either through a land line or through a cell phone service, you will have to arrange for and obtain that service at your own expense. If you wish to have more channels than the 30 channels offered by

our system, you may contact Channel Choice (520-888-0044) who acts as agents and installers for Dish Network or DirecTV satellite TV companies, to subscribe to one of those two services. Please note that cable TV is not available at the Sahara and that the satellite companies require two year contracts. However, when you move out of the Sahara, you can take your receiver with you and set up your account at you new home.

**19-INTEGRATION:** This Lease Agreement, the lease application submitted by you to us (the Application), the Rules and Regulations and any addenda thereto (the Rules and Regulations), as well as the Student Government Bylaws, collectively represent the entire understanding of the parties. You have read and received an executed copy of this Lease Agreement, the Rules and Regulations, and any Addenda thereto, and acknowledge that all blank spaces have been accurately filled in or otherwise marked not applicable (N/A). This Lease Agreement may be changed only in writing, signed by each party hereto. If at the time of signing this lease the Student Government Bylaws is not completed and available, you nevertheless agree that you will be subject to such Bylaws and shall abide by them.

**ARIZONA RESIDENTIAL LANDLORD/TENANT ACT:** You acknowledge that we have informed you that the Arizona Landlord Tenant law is available on the following web page of the Arizona Legislature at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp?Title=33>

**20- TERMINATION:** Your contract is for the entire term specified above. Once you have signed this lease agreement, you will be financially responsible for the payment of the contract price regardless of whether or not you actually move-in, and regardless of whether or not you vacate the apartment or abandon the apartment prior to the termination date of your lease.

On the Termination Date, you shall immediately vacate the Premises, and failure to do so shall subject you to legal action for eviction and recovery of possession together with money damages. You further understand that if you remain in possession of the Premises after termination of this Lease Agreement, you will be subject to a 5 day notice to vacate the apartment and subsequently you will be subject to eviction procedures through the Courts.

If your failure to vacate and turn over the premises back to us results in damages to us, then we shall ask the Court not only to issue an eviction order but also to have you pay us double the amount of actual damages. You agree to pay such damages if awarded by the Court.

**21-BREACH:** If you fail to make the required payments as required by this agreement, or if you vacate or abandon your apartment before the Termination Date, or if you violate terms of this agreement or the rules as shown on Exhibit "A", attached hereto, then such event shall be deemed a material breach of the terms of your lease and we shall seek a court order to evict you.

If so evicted, you shall remain liable for payment of any unpaid portion of your Contract Price, and you agree that we shall have the right to attempt to collect such debt from you pursuant to the provisions of this agreement.

**22- USE OF PREMISES:** You shall use the Premises solely as a private residence for occupancy by yourself only. No person or persons other than the Occupants shall occupy the Premises without our prior written consent.

You shall use the Premises and all common areas made available to you at all times in accordance with the Rules and Regulations and further agree not to violate any law or ordinance of any governmental authority with respect to the Premises or the common areas of the Property.

Use of profanity, spitting, or throwing cigarette butts on the grounds, or engaging in any loud or boisterous conduct that disturbs the peace and quiet enjoyment of any other tenant shall constitute a nuisance and shall be considered a material breach of this Lease Agreement.

**23- Property.** Guests shall not take part in or permit any loud, improper, or unruly conduct, or otherwise disturb the comfort of, or interrupt the sleep of, any other Sahara residents or guests.

**24- No overnight guests are allowed in any apartments. We offer hotel type accommodations for your overnight guests in our building 5 (the yellow building) where visitors such as friends or family can stay on short visits. Check our web site to get the current rates and description of accommodations offered in our hotel facility. If an unauthorized person or persons stay in your apartment overnight, your account will be charged for an amount equal to what the rate would have been if such persons had stayed in our hotel.**

**25- CONDITION OF PREMISES; MOVE-IN & MOVE-OUT INSPECTIONS:** You agree that upon moving into the premises, you will obtain from us an inspection report for recording a description of the condition of the Premises upon moving in. It shall be your responsibility to fill out the "Move-in" section of the Inspection form within 24 hours of moving in, noting the condition of the Premises.

It shall be your responsibility to have a member of our staff to review the inspection form. We will then have the option to either accept your inspection report, or conduct our own inspection, during which you could be present. Once we have accepted the move-in inspection, it will be your responsibility to get a copy of the signed and accepted move-in inspection form for your files.

You understand that if the inspection form is not returned to us within 24 hours of your moving in, it shall be presumed for purposes of this Lease Agreement that the premises were in good repair and in clean, sanitary condition at the time of your taking possession, with no damages, marks, or stains on the carpets, furniture, counters, cabinets, walls, ceilings, windows, window blinds, floors, or the appliances.

At the termination of your lease, you will remove all your belongings, and will clear all waste, debris, garbage and any other items from the apartment, leaving only the furniture, and appliances that came with the building. You do not have to clean the apartment as we will do the cleaning of the apartment for which we have already charged you a cleaning fee as set forth in Exhibit "B" attached hereto.

When the apartment is cleared out, you can notify us and we will make an appointment as soon as possible (but no later than 24 hours after you notify us) to conduct a move-out inspection during our office hours, for which you have the right to be present. One of our staff members will conduct the move-out inspection and shall note any damages to the premises for which we would intend to charge you.

You have the right to sign the move out inspection and ask for a copy to be made for you to keep for your records. We will then calculate the cost of repairing or replacing the damaged it and charge it to your account. You will then be liable for payment of the amount by which damages exceed your deposits, and we shall be liable to refund you the amount by which your deposits exceed the amount of damages plus any other balances you may owe us on your account.

You acknowledge and agree that we WILL NOT conduct a move-out inspection until you have completely cleared out the apartment of all of your personal belongings and all waste and garbage, as the presence of such items prevents us from being able to see the various surfaces that may be covered by such items.

If at the time of your move-out you have not cleared out the apartment but you turn over the apartment back to us by returning the keys to us, then we will clear out the apartment, for which we reserve the right to charge you a fee based on the time it would take to do so, and based on an hourly labor rate of \$15.00, with a minimum of \$15.00 for this task.

We will then conduct the move-out inspection and will send you an invoice for the amounts you may owe, or will send you a refund check for the balance of your deposits as appropriate. If we charge you for any damages and if you are no longer here in Tucson and therefore unable to come and check the nature of the damage you are being charged for, we will take and e-mail you a picture of the damaged area or object if make a written request prior to your departure.

**26- ENTRY INTO YOUR APARTMENT BY OUR STAFF:** During the Term of your lease, and upon receipt of a 24 hours written notice from us, you shall permit us and our agents and contractors to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services or to show the Premises to prospective or actual purchasers, mortgagees, lessees, workmen, or contractors.

However, in case of emergencies, we will attempt to contact you by phone, or by e-mail, or text message to notify you that we will have to enter your apartment in order to make emergency repairs. If we are unable to get a response from you within a

reasonable time appropriate for the nature of the emergency, we will enter your apartment after knocking and announcing ourselves as the Sahara staff.

**27-SANITARY MAINTENANCE OF PREMISES:** At all times during the Term of this lease, you agree to keep the premises in clean and orderly, and sanitary condition and that you shall immediately report to us in writing using the "Maintenance and Repair Request Forms" available at our office and on our web site, so that we may take care of any repairs needed right away.

If we find that your apartment is not maintained in a sanitary condition such that it may pose a health hazard or risk to you or to other residents of Sahara Apartments, we will give you a written notice and demand that you correct such conditions immediately, if there is any imminent health risk or hazards, or within seven days if there is no imminent risk or hazard but such conditions only pose a long term risk or hazard if left unattended.

**28-CHARGES FOR REPAIRS RESULTING FROM YOUR NEGLIGENCE:** You shall be responsible for reimbursing us for the cost of repair of any damage caused due to negligence by you, your family, guests, or invitees.

An example of such neglect for which you will be held responsible would be your failure to notify us in a timely manner about any water leaks. Such leaks, if unreported, could cause damage to the walls, and could also cause mold to develop. **It is, therefore, extremely important to immediately report to the office any water leaks or other problems that could cause further damages if not reported to us to be fixed by us right away.**

**29-ASSIGNMENT, SUBLETTING, CHANGE OF OCCUPANT:** Subletting, assignment, replacements, or change of Occupant by you will be allowed only upon the prior written consent by Landlord.

If we allow a sublet, assignment, replacement or change of occupant pursuant to this Paragraph, the new occupant must be qualified according to our normal qualification standards and shall pay the "Third Party Report Fees". If we consent to an assignment or sublease, you shall remain fully liable under this Lease Agreement but shall receive credit for any Rent paid to us by such substitute tenant.

**30-RELOCATION AFTER MOVE-IN:** For purposes of operating efficiently, we reserve the right, upon giving you a five (5) day advance written notice, to relocate you to another substantially similar apartment unit in the Property. In such event, our staff shall assist you in moving your personal properties to such new unit.

**31-APPLIANCES, FIXTURES AND FURNITURE:** All appliances, fixtures and furniture rented by us to you as part of the Premises are and shall remain our property, and you agree that in the event of any damage or destruction to such appliances, fixtures and furniture, during the Term of this Lease Agreement, you will pay promptly all costs of repair or replacement of such appliances, fixtures or furniture upon receiving an invoice for such costs.

You shall not remove any such appliance fixtures or, furniture from the Premises at any time. Floor plans A and B as well as the one and two bedroom apartments are equipped with a either a 14 or 17 cubic foot frost free refrigerator, full size ranges, a microwave, one bed, one desk, one chair and one three drawer dresser per occupant. In addition, there is a built-in bookshelf and a hanging closet. The one and two bedrooms are also equipped with garbage disposers and dishwashers, as well as in-unit washers and dryer and walk-in closets. The beds in double occupancy apartments may be arranged in one of three ways referred to by us as "Bunk style", "loft style" or the "hotel style" bed arrangements.

The D-1 and C-1 apartments are equipped with mini refrigerators and two burner cook-tops.

If any appliance, fixture or piece of furniture is not present in the Premises or is damaged beyond normal wear and tear as of the Termination Date of this Lease Agreement, you shall be liable for cost of replacing such missing appliance with a brand new one, without any allowance for depreciation, or for the reasonable cost of repairing such appliance or furniture.

**32-REPAIRS:** You shall make all requests of us for repairs and services in writing, using the Maintenance and Repair Request Form available at the office of the building, and obtaining a copy of the request signed by the office staff member receiving your request, as proof for the time and date of your request.

We shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance that require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, you shall notify us immediately.

In case of malfunction of air-conditioning, heating or other equipment, you shall notify us as soon as possible. We shall act with due diligence in making repairs. The cost of repairs shall be paid for by us, if such repairs are rendered necessary, by normal wear and tear or by the elements.

Otherwise, if such repairs are rendered necessary by the negligence, carelessness, accident or abuse by you, your guests or invitees, the cost shall be paid for by you as additional rent.

Extreme care should be taken so as not to damage the fire sprinkler heads that are located in the ceilings, next to the electric fan and the light fixture in the entry hallway. If these sprinkler heads are broken they may cause water to flow through them and cause extensive damage.

**33-INDEMNITY:** We shall not be liable for, and you shall hold and save us harmless from, any and all claims, losses, demands, or other liability whatsoever, for any damage or injury however suffered by any person or to personal property belonging to other lessees, Occupants or their guests which arises or is caused by an act or omission of you, your guests, invitees or assistive animals, if applicable.

We are not liable for any injury, damage or loss to any person or property caused by any other person, including but not limited to, theft, burglary, trespass, assaults, vandalism or any other crime. We do not warrant, guarantee, or insure your personal safety, nor the safety of your family, guests, invitees, or their respective belongings.

**34-NO SAFETY REPRESENTATIONS:** We make no representations that our various safety and security devices and policies will increase security or decrease the likelihood of assault, theft, or illegal entry.

You agree that we shall not be responsible for any loss or damage to you, your family, guests or invitees, or their belongings as a result of the criminal acts of third parties. We are not liable for injury, damage or loss caused by storm, flood, lightning, wind, other acts of God, or interruption of utilities. You realize and acknowledge that our security devices and systems may breakdown, and need repair, and that repairs may be delayed due to unavailability of parts or specialized labor to make the repairs, and during such intervals our security devices will be inoperable.

**35-USE FACILITIES AT YOUR OWN RISK:** Any pools, saunas, exercise rooms, exercise programs, storerooms, laundry rooms, and any other improvements are to be used by you solely at your own risk.

**36-INSURANCE:** You should secure your own insurance to protect you against the above-described losses, and you shall obtain insurance for such loss of property and/or personal injury. You have inspected all locks, latches, doors and windows of the Premises and find them sufficient and acceptable.

**37-ALTERATIONS AND IMPROVEMENTS:** You agree not to make any alteration of, or make or add any improvement of any kind to the Premises, including any radio and television antenna or aerial, without first obtaining our written consent. You agree not to alter the Premises, nor change any partition, door or window, nor paint, paper, bore or screw upon or in the walls, ceiling, floors, woodwork, or plaster.

All alterations, additions and improvements made by you to the Premises, excepting movable furniture, shall, at our option, become part of the Premises, and shall be surrendered with the Premises at the expiration or earlier termination of this Lease Agreement. Upon the expiration or earlier termination of the Term, you shall, upon written demand by us, at your sole expense, remove any alteration, addition or improvement made by you and repairs any damage to the Premises caused by such removal.

**38-DEFAULT:** You understand and agree that each of your obligations imposed by this Lease Agreement shall be regarded as material in nature, and violation of any one of those obligations shall entitle us to exercise those remedies provided below, in addition to all other remedies provided by law. Our election to exercise a particular remedy shall not be deemed as a waiver of any existing or future right or remedy. In the event of any material breach of the Lease Agreement or in the event of the non-payment of any sum owed by you when such sum is due, we shall be entitled, but not obligated, to terminate this Lease Agreement. If payment is not made when due and a licensed collection agency is engaged to collect the sums owed, You shall pay the collection agency's fees equal to a maximum of 50% of the outstanding balance owed when the collection agency is engaged. Interest at the annual rate of 18% will be charged on the outstanding principal balance.

- 39- ABANDONMENT:** If you are absent from the Premises without notice to us for seven (7) consecutive days while any portion of the Rent remains outstanding and unpaid for ten (10) days after the due date of such rent, you shall be deemed to have abandoned the Premises and we may remove all your personal property remaining in the Premises after notice as required by law. In such event, you understand that you are liable for and shall pay any and all Rent deficiencies, expenses, storage fees, costs and other damages suffered by us. You understand that any personal property removed from the Premises by us pursuant to this Paragraph may be destroyed or disposed of if its value is deemed by us, in our reasonable discretion, to be so low that the cost of moving, storing and conducting a public sale exceeds the amount that would be realized from the sale. Similarly, any personal property remaining in the premises for twenty one (21) days after service of a Writ of Restitution may be destroyed or disposed of if its' value is deemed by us, in our reasonable discretion, to be so low that the cost of moving, storing and conducting a public sale exceeds the amount that would be realized from the sale.
- 40- PETS PROHIBITED:** You hereby agree not to allow or keep any pets in or about the Premises or Property. You understand that the prohibition of pets also applies to pets of your guests and invitees. If we find a pet on the Premises, you hereby shall pay a fine of \$100.00 and an additional fine of \$25.00 for each additional day the pet remains on the Premises. This fine shall be applied in all cases, even those where you are keeping the pet for a friend or the pet is just visiting with a guest or invitee of you. If the pet remains on the Premises for a period exceeding five (5) days from the date it is observed by us, you shall be in default under this Lease Agreement and we shall have the option to terminate the Lease Agreement. Notwithstanding the foregoing, assistive animals are exempt from the provisions of this Paragraph.
- 41- SUBORDINATION:** This Lease Agreement shall, without further act on the part of you, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may exist upon, or which hereafter may be placed by us upon, the Premises or Property.
- 42- NOTICES:** All notices or demands of any kind may be served on you (as an alternative to personal service) by leaving a copy of such demand or notice at the Premises, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to you at the Premises. Service shall be deemed complete at the time of leaving said notice or within five days of mailing the same.
- 43- BINDING EFFECT:** This Lease Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties.
- 44- DISCLOSURE:** In compliance with the provisions of A.R.S. § 33-1322, We shall appoint a building manager who shall act as our agent with respect to the management of the building, and to act for us for purposes of services of process and receiving notices, and who shall be stationed at the office of the building at the 919 N. Stone Avenue, Tucson, AZ 85705.
- 45- RULES AND REGULATIONS:** You and your guests and invitees will comply with all Rules and Regulations adopted by us whether now in effect, or as later adopted or modified. The Rules and Regulations are a part of this Lease Agreement and are incorporated herein. We reserve the right to control the manner, method, and time of parking, use of any club facilities, common areas, or pools. We may prohibit, limit or regulate vehicles of all varieties. You shall keep all paths of ingress and egress free from obstruction at all times and shall use those paths only for ingress and egress.
- 46- WAIVER OF DEFAULT:** No failure by us to enforce any rights accruing because of any default by you hereunder, no matter how many times such failure to enforce such rights may be repeated by us, shall be deemed a waiver of any of the provisions of this Lease Agreement.
- 47- CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other existing remedies at law or in equity.
- 48- SEVERABILITY:** If any portion of this Lease Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, such event shall not impair or render invalid or unenforceable the remainder of this Lease Agreement.
- 49- COUNTERPARTS:** This Lease Agreement may be executed by the parties in any number of counterparts, all of which counterparts together shall be deemed an original.
- 50- CHOICE OF LAW:** This Lease Agreement shall be governed by the laws of the State of Arizona.

**51- NO SMOKING POLICY:** Smoking is prohibited inside the apartments, in the elevators, and in all common areas such as the recreation building, the Study (computer room) and the Gallery meeting room, and in the building's office. You may smoke in your balcony only.

**Please be aware that we have a smoke detector in every room that is extremely sensitive to smoke and will be set off from smoking a cigarette in the room. If you cause the smoke detector to go off due to smoking, or if you cause the smoke detector to go off due cooking without turning on the exhaust fan above the stove, you may be subject to a fine of \$25 per incidence after first such incidence. If you remove, disable or damage the smoke detector, you will be charged for the cost of repair or replacement of the unit which is approximately \$150.**

**52- ATTORNEY'S FEES AND COSTS:** If either party shall at any time incur any expense, including reasonable attorney's fees and costs, for successfully enforcing any provision of this Lease Agreement by litigation or otherwise, the sum paid by that party shall be deemed damages in favor of that party against the other party and shall be immediately due and payable.

**53- CO-ED FACILITY:** While the Sahara Apartments is a co-ed facility, accommodating both men and women, only persons of the same gender may live together as roommate, except for married couples who must both be full time students.

**54-** The gender of a person for the purposes of this agreement is the biological gender of each person, regardless of their sexual orientation. We have the right to establish the biological gender of a person by requesting a letter from the person's physician that would state what the biological gender of a prospective resident is.

**55- EMAIL ADDRESS FOR LEGAL NOTICES:** You hereby agree that any official and legal notices to be given to you will be by Email sent to the Email address provided to us by you, when you move in. You shall notify us if you Email address changes, or if it is out of service for more than 3 days. Absent such notification to us, all Emails sent to you, including 5 day late notices and all other legal notices will be considered received by you 24 hours after we transmit the Email to you.

**56- SPECIAL PROVISIONS: NONE**

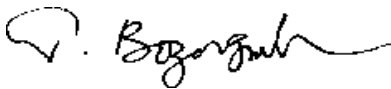
EXECUTED this on Monday, March 07, 2011.

**LESSOR:**

TBM EQUITIES, LLC

By: Tirdad Bozorgmehr (aka "Ted Mehr)

Managing Member



---

---

Tenant signature

## EXHIBIT "A"

### SAHARA APARTMENTS RULES AND REGULATIONS

Per your lease agreement, you are agreeing to comply with all the following rules and regulations of Sahara apartments. Please note that the Landlord has the right to modify these rules from time to time, by giving 30 day notice to all residents.

**1- PETS:** Pets are not allowed in the rental units. The following shall apply to a violation of this policy:

**FIRST VIOLATION:** A warning will be issued to the Tenant specifying the complaint, a \$100.00 charge will be assessed against the Tenant, and Landlord may, in its discretion, declare the Lease to be in default.

**SECOND VIOLATION:** Upon a second violation, a **\$25.00 per day** charge will be assessed, retroactive to the date the pet was brought into the premises, and the Landlord, may at his option, declare the Lease to be in default.

**2- VISITORS & GUESTS:** VISITORS & GUESTS: THERE IS A LIMIT OF HOW MANY PERSONS MAY BE IN AN APARTMENT AT ANY ONE TIME. FOR STUDIO APARTMENTS THIS LIMIT IS 4 PERSONS. FOR ONE BEDROOM APARTMENTS IT IS 5 PERSONS AND FOR TWO BEDROOM APARTMENTS IT IS 6 PERSONS. If you want to meet with your friends numbering more than the above limits, you can meet at the lounge in the recreation building. However, please be aware that no alcoholic drinks are allowed in the lounge, by the pool, or any other public areas of the property. The Landlord acknowledges the right of any Tenant to entertain friends and to have guests in their unit, subject to consent of the other occupant(s) and the rules and regulations of the Sahara Apartments including the above limit on the number of persons allowed in each apartment. Tenants and guests of Tenants shall at all times maintain order in the unit and all areas on Sahara property. Guests shall not take part in or permit any loud, improper, or unruly conduct, or otherwise disturb the comfort of, or interrupt the sleep of, any other Sahara resident or guest.

**3- NO OVERNIGHT GUESTS ARE ALLOWED IN ANY APARTMENTS. WE OFFER HOTEL TYPE ACCOMMODATIONS FOR YOUR OVERNIGHT GUESTS IN OUR BUILDING 5 (THE YELLOW BUILDING) AS A HOTEL, WHERE VISITORS SUCH AS FRIENDS OR FAMILY CAN STAY ON SHORT VISITS. CHECK OUR WEB TO GET THE CURRENT RATES AND DESCRIPTION OF ACCOMMODATIONS OFFERED IN OUR HOTEL FACILITY. IF AN UNAUTHORIZED PERSON STAYS IN YOUR APARTMENT OVERNIGHT, YOUR ACCOUNT WILL BE CHARGED FOR THE SINGLE OCCUPANCY HOTEL RATE.**

**4- NO APARTMENT FURNITURE TO BE TAKEN OUTSIDE:** The furniture provided in each apartment is suitable only for indoor use, it is prohibited to take them outside, or place them in the balcony where they would be exposed to the elements.

**5- NO DRYING OF LAUNDERED ITEM ON THE BALCONIES:** There are 13 laundry rooms in the Sahara building, all but one of them are for the use of the residents. There are 3 laundry rooms on each floor of the dormitory buildings (Building 2 (green building) building 3 (peach building) and building 4 (lavender building)). The laundry room on the ground floor of building 4 is our housekeeping laundry room and is not open to the residents. The laundry rooms contain washers and dryers and therefore no drying of laundered items is allowed to be done by hanging them on the railings of balconies or anywhere else in the building.

**6- NO SKATEBOARDING:** No skateboarding, rollerblading, or use of any type of human or motor powered vehicles are permitted on the property, other than automobiles, trucks, motor cycles, and bicycles. Bicycles should be carried by hand once on the inside of the fenced areas, other than the parking lot area.

**7- NOISE:** All radios, television sets, compact disk players, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the Premise at any time.

**8- ODORS:** No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood that strong or offensive odors are expressly prohibited.

**9- DRUGS & ALCOHOL, PARTIES:** Consumption of alcoholic beverages by those under the age of 21 years is illegal and will not be tolerated by the management. If a resident, family member or a guest under the age of twenty one is found to be drinking in the apartment or in the building, the building staff will not only report the incidence of drinking by a minor to the police, but will also report to the police, any person over the age of twenty one who is believed to be giving alcoholic beverages to such minor.

Drinking of alcoholic beverages by those over the age of 21 is only permitted in their own apartment, provided that in the case of double

occupancy units, both of the residents are over 21 years of age. No drinking of alcoholic beverages is allowed in the common area, and carrying of open containers of alcoholic beverages is not allowed in the building.

**10- ILLEGAL ACTIVITIES:** Any illegal activity within the apartment or the common areas committed by a resident, or their guests, including taking of illegal drugs, including marijuana will be cause for eviction of Tenant by Landlord, and will be reported to the Police as well.

**11- NO PARTIES:** Tenants will not advertise or permit the advertising of the premises as a place for holding a public function, or a party, unless such function is approved by the management, held in the recreation building or the pool area, and is subject to strict supervision by the management staff complies with fire department restrictions regarding the number of people that may occupy the recreation building. The recreation building maybe reserved for educational, social and other type of events, subject to the approval of management of the nature of such event. You may contact the office to reserve the lounge, the movie theater, or the Gallery room for such approved events.

**12- VEHICLES, PARKING & TRAFFIC REGULATIONS:** The driveways, sidewalks, courts, entry passage, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress. Parking of tenant vehicles in other than designated parking area is strictly prohibited.

Tenant agrees to abide by all parking regulations as defined in the Parking Rules and Regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate, parking provisions in force from time to time.

In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests may be subject to being towed at Tenant's expense or to fines put in force by the Landlord from time to time.

**13- SERVICING AUTOMOBILES:** Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole discretion. No motorcycles, scooters, or any other motorized vehicles are allowed in the apartments.

**14- RULES RELATING TO INTERIOR OF APARTMENTS:** Use of foil and other similar unsightly materials over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Premise resulting from failure caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.

**15- LOCKS:** Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, added must be Left in place upon vacating the Premises. Duplication of any key is strictly forbidden and all original keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.

**16- SOLICITATION:** Solicitation shall not be permitted on the apartment complex, either by Tenants or outside solicitors, without the prior written permission of the Management.

**17- TRASH:** All trash and garbage will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash and refuse to be deposited directly into such dumpsters and not left in the units or in the common area, hallways or similar places. Tenant may be charged for removal of trash from outside their door or apartment. Tenant is responsible for cleanliness of area in front of their apartment and for any common area used by Tenant or their guest. If Landlord cleans cigarette butts from the common areas outside an apartment, a cleaning fee of \$25.00 per occurrence may be assessed. Landlord reserves the right to impose a reasonable fine for any violation of this provision as well as for any littering by tenant.

**18- WEAPONS:** Use, possession, or storage of firearms, air rifles or pistols, explosives (including fireworks), dangerous chemicals, ammunition, numchucks, brass knuckles, butterfly knives, and other fighting materials or dangerous instruments is prohibited.

**19- ANTAENAS AND WIRES:** No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.

**20- FURNITURE:** No furniture designed for indoor use will be placed outdoors for any purpose. Any furniture moved outdoors will be removed by maintenance and the cost of moving, storing and/or replacement of the furniture will be charged directly to the Tenant.

**21- DAMAGES:** Tenants will be held responsible for any damages to their apartment or to the building, or to the common areas caused by themselves or their guests.

**22- WEAPONS:** There shall be no air rifles, firearms, pellet guns, slingshots, or any other similar device on the premises at any time for any reason. If any such item is found in your possession, or in your apartment, you will be subject to eviction.

**23- ROOF:** Residents are not permitted to go on any roof of any building at any time.

**24- SCREENS:** Residents will be charged \$35.00 for each broken or missing screen. If a screen is damaged or missing when you move in, report it to management immediately, and put that notice on your check in sheet.

**25- DART BOARDS:** Dartboards are not permitted in the apartments. The repair of all areas around a dartboard will easily cost over \$100.00. If a dartboard is found, you will be asked to remove it immediately. If it is discovered a second time, your apartment will be assessed \$100.00. Payment of the fine is required within 5 days of notice.

**26- SECURITY:** Landlord is not responsible for providing any live, or “on-foot” security. The safety and welfare of the Tenant and Tenant’s property is the responsibility of the Tenant. Doors and windows should be locked, and visitors identified before allowed into your apartment. Try not to walk on campus, through parking lots, or in courtyards alone, especially after dark. Use good common sense, and think about safety. If there is any suspicious activity around the apartment complex, call 911 immediately.

**27- SMOKING:** Smoking is not allowed in the apartments other than those designated as approved for smoking. Smoking is also prohibited in all areas of the recreation building. Smoking is permitted on the balconies, and in other open air areas.

**28- FIRE SAFETY:** The following are prohibited in the residences: halogen lamps; overloaded electrical, damaged or non-UL approved cords; unsafe placement of cords or improper use of electrical items; obstruction of sprinklers; obstruction of room door or windows; ceiling hangings or other decorations which are flammable or otherwise could contribute to fire spread; paper or other combustibles (including hats, scarves) hung on or near incandescent fixtures; use of any open flame device (candles, etc, burning of incense, possession/use of fireworks, or other explosives, possession/storage of gasoline or other fuels/flammable chemicals; damaging or tampering with fire safety equipment (smoke detectors, extinguishers, fire horns, etc.); dismantling or otherwise interfering with exit signs; blocking open or otherwise interfering with the intended smoke-barrier purpose of fire doors; blocking hallways or building exits; failure to evacuate according to designated procedures during a building alarm and/or failure to follow instructions of building staff or fire safety personnel; false report of fire or other dangerous conditions (bomb threats, etc.); activating false alarms. Being responsible for a malicious or intentional false fire alarm will result in termination of your lease and eviction from the building, and possible criminal prosecution.

**29- SWIMMING POOL SAFETY:** Residents and guests must comply with the rules and regulations posted at residence swimming pools; residents and guests swim at their own risk because there are no lifeguards.

**MODIFICATION OF RULES & REGULATIONS:** Landlord reserves the right at any time to make changes to these Rules and Regulations, as Landlord shall, in its judgment, determines to be necessary for the safety, and care of the premises. In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant who must refute such charge with clear, convincing and indisputable evidence. Landlord expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be a significant enough inducement. These rules are not totally inclusive. There are life safety issues not covered in these rules but are covered in applicable city and county ordinances. You will be responsible for conduct of yourself and your guests within city laws and codes.

**EXHIBIT "B"**

Sahara Apartments  
Summary of Move-In Costs

<b>Sahara Apartments</b>			
<b>Summary of Move-In Costs</b>			
<b>Single Occupancy studio apartment</b> <b><u>with</u> parking space rental:</b>		<b>Double Occupancy studio apartment</b> <b><u>with</u> parking space rental:</b>	
Refundable Security Deposit	\$250.00	Refundable Security Deposit	\$125.00
Refundable apartment key deposit	\$15.00	Refundable apartment key deposit	\$15.00
Refundable mail box key deposit	\$5.00	Refundable mail box key deposit	\$5.00
Refundable auto gate remote control	\$30.00	Refundable auto gate remote control	\$30.00
<b>Subtotal- refundable deposits</b>	<b>\$300.00</b>	<b>Subtotal- refundable deposits</b>	<b>\$175.00</b>
Non-refundable "Third Party Report Fee"	\$70.00	Non-refundable "Third Party Report Fee"	\$70.00
Non-refundable cleaning fee	\$130.00	Non-refundable cleaning fee	\$65.00
<b>Subtotal non-refundable deposits</b>	<b>\$200.00</b>	<b>Subtotal non-refundable deposits</b>	<b>\$135.00</b>
<b>GRAND TOTAL MOVE-IN COSTS</b>	<b>\$500.00</b>	<b>GRAND TOTAL MOVE-IN COSTS</b>	<b>\$310.00</b>
<b>Single Occupancy studio apartment</b> <b><u>without</u> parking space rental:</b>		<b>Double Occupancy studio apartment</b> <b><u>without</u> parking space rental:</b>	
Refundable Security Deposit	\$250.00	Refundable Security Deposit	\$125.00
Refundable apartment key deposit	\$15.00	Refundable apartment key deposit	\$15.00
Refundable mail box key deposit	\$5.00	Refundable mail box key deposit	\$5.00
<b>Subtotal- refundable deposits</b>	<b>\$270.00</b>	<b>Subtotal- refundable deposits</b>	<b>\$145.00</b>
Non-refundable "Third Party Report Fee"	\$70.00	Non-refundable "Third Party Report Fee"	\$70.00
Non-refundable cleaning fee	\$130.00	Non-refundable cleaning fee	\$65.00
<b>Subtotal non-refundable deposits</b>	<b>\$200.00</b>	<b>Subtotal non-refundable deposits</b>	<b>\$135.00</b>
<b>GRAND TOTAL MOVE-IN COSTS</b>	<b>\$470.00</b>	<b>GRAND TOTAL MOVE-IN COSTS</b>	<b>\$280.00</b>
<b>NOTE:</b>			
When reserving an apartment, a non-refundable Holding Deposit equal to the amount of your move in costs is required at the time you sign the lease. This deposit will convert to your move in costs when you pay the balance of your account and move in.			

**NOTE:** At the time of signing this lease you are required to pay the total amount of Moving Costs applicable to you as shown above. The refundable portion of those fees, however, will be considered a "Non-Refundable Holding Deposit" until you move in. Once you have moved in, the refundable portion of the move-in deposits will become your refundable damage and key deposits, and will be subject to the terms of this lease governing the refund of such deposits.

# Crime Free Lease Addendum

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

1. Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises
2. 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]).
3. Shall not engage in any act intended to facilitate criminal activity.
4. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
5. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
6. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as
7. prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.
8. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
9. Resident agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.
10. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
11. This LEASE .ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Resident Signature \_\_\_\_\_ Date: \_\_\_\_\_