



**Arizona Rentals & Concierge Services  
Lease Only Agreement  
(Property Leasing/Tenant Only)**

This is a binding agreement. **READ IT CAREFULLY BEFORE SIGNING.** Arizona Rentals & Concierge Services (ARCS) makes no representations, implied or otherwise, as to the legality or the tax ramifications of this agreement. If you desire legal or tax advice, please consult your attorney or tax advisor.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Arizona Rentals & Concierge Service (hereinafter "Agent") and \_\_\_\_\_ (hereinafter "Owner").

This Property Agreement pertains to the management and rental of the real property located at \_\_\_\_\_ (the "Property").  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Pursuant to the terms and conditions set forth herein, Owner hereby employs and appoints the Agent as its sole and exclusive agent. All inquires for any leases shall be referred to Agent, and all negotiations connected therewith shall be conducted solely by or at the direction of Agent associated with locating and qualifying a tenant for the above referenced property.

**IN THE EVENT LANDLORD IS NOT WILLING TO COMPLY WITH THE ARIZONA LANDLORD/TENANT ACT STATUES REGARDING RENTAL PROPERTIES, THIS LEASE ONLY AGREEMENT BECOMES NULL AND VOID.**

1. **TERM AND COMMENCEMENT:** The term of this Agreement shall be for a period of \_\_\_\_\_ months, commencing \_\_\_\_\_ and terminating on \_\_\_\_\_.
2. **LEASING COMMISSION:** Owner agrees to pay Agent a commission of 6% of gross lease plus a \$150.00 retainer fee. The retainer fee will be due when this agreement is signed and becomes non-refundable. The remaining commission is due when a ready, willing and able tenant who meets or exceeds the ARCS qualifications is found during the term of this contract. Agent may retain the fee from any funds collected.
3. **MARKETING:** Agent is authorized to advertise the property for rent, using periodicals, signs, brochures, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on property advertising the property for rent or lease. Agent is further authorized to submit information about the property to multiple listing services, and solicit the assistance of other real estate brokers in locating prospective tenants.

Owner Initials \_\_\_\_\_ Initials \_\_\_\_\_ Broker Initials \_\_\_\_\_ 1



4. **TERMINATION OF AGREEMENT:** In the event that Owner terminates this agreement prior to the expiration of the term or Agent terminates based on Owner's material violation of any provision in the Agreement, Owner agrees to pay as liquidated damages one month of then listed rental price or \$1,000.00 whichever is greater. Owner acknowledges that the marketing and leasing activities covered by this agreement involve a significant investment of time and expense in the early stages. Owner acknowledges that Owner will benefit from Agent's services at the beginning of this Agreement, and that early termination will deny Agent the opportunity to be fully compensated.
5. **AUTHORITY:** All inquiries for any lease or agreements for rental or operation of the Property or any part thereof during the term of this Agreement shall be referred to Agent, and all negotiations connected therewith shall be conducted solely by or under the direction of Agent. Owner authorizes Agent to lease the property as follows:  
(Please check appropriate space):
- \_\_\_\_\_ Agent has sole leasing authority. Owner authorizes Agent to make all decisions concerning rental applications. Agent is not required to obtain Owner's consent prior to executing a lease on Owner's behalf.
- \_\_\_\_\_ Owner to approve all tenants. Agent is authorized to locate prospective tenants, but may not execute any lease without Landlord's consent. All tenants are to be approved by Owner.

Owner expressly authorizes Agent to screen all rental applications. If the Owner wants a copy of the screening summary or report, the Owner needs to direct the request to the screening company. Screening generally includes review of the applicant's credit report, and telephone verification of listed references. Applications are sent to a third party independent contractor screening agency. Results are deemed reliable, but cannot be guaranteed. When a Third party independent contractor screening agency is used and the Owner relies on the results of screening process, the Agent shall not be liable for any errors or omissions committed by the screening agency.

6. **AGENT NOT LIABLE FOR TENANT'S PERFORMANCE:**  
Owner recognizes that there are risks associated with renting property. While screening tenants may prevent some problems, no screening process is 100% effective. Agent does not warrant the performance of any tenant. Owner agrees that Agent shall not be liable for any damages related to or arising from any tenant's occupancy of the Property, including without limitation the tenant's failure to pay rent or physical damage to the Property



7. **MANAGEMENT:** This Agreement is a “**Lease Only**” arrangement and **shall not include any property management services whatsoever** pertains to the tenant’s fulfilling its obligations under the rental agreement. The agent agrees to devote all of his/her skills and experience to locating a qualified tenant. The agent at all times will conduct their daily operations to conform with the rules and regulations of the Arizona Department of Real Estate
8. **FAIR HOUSING/DISCRIMINATION LAWS:** Owner acknowledges that federal, state, county and local laws and ordinances prohibit discrimination in the leasing of the Property. Owner warrants that all actions by Owner with respect to the Property during the term of this Agreement shall be in compliance with applicable law. Owner understands that Agent may refuse to obey any instruction from Owner which are contrary to applicable law, and that Owner’s violation of such laws shall be grounds for immediate termination of this Agreement by Agent. In the event of such early termination by Agent, Owner agrees that Agent shall be entitled to full lease commission.
9. **LEAD BASED PAINT DISCLOSRE:** Federal Government has established specific guidelines to disclose the potential or possible hazards of lead-based paint. This disclosure applies to all residential housing constructed prior to 1978. The Owner must indicate the appropriate statement.
- \_\_\_\_\_ Owner has no knowledge of lead-based paint and/or lead-based paint hazards n the home.
- \_\_\_\_\_ Owner has knowledge of lead-based paint and/or lead-based paint hazards in the home. Reports and/or records are attached to this agreement for disclosure to the Tennant(s).
- \_\_\_\_\_ The Property was constructed after 1977; therefore the lead-based paint hazard does not apply.
10. **AUTHORITY TO SIGN:** Each of the individuals signing this Agreement on behalf of a party warrants that he or she has the authority to sign this Agreement and thereby to bind the party on whose behalf he or she signs.
11. **READ AND UNDERSTOOD.** Each of the parties has read and fully understands this Agreement and has been advised to obtain independent legal counsel if so desired. Each of the parties further understands that this Agreement affects important legal rights, and consents hereto of his or her own will and judgment.



**12. Special Terms.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rental Amount \_\_\_\_\_ ( ) Refundable, ( X ) Non Refundable, ( ) Partially Refundable

Security Deposit \_\_\_\_\_ ( X ) Refundable, ( ) Non Refundable, ( ) Partially Refundable

Earnest Money Deposit \_\_\_\_\_

Pet Deposit \_\_\_\_\_ ( ) Refundable, ( ) Non Refundable, ( ) Partially Refundable

Cleaning Deposit \_\_\_\_\_ ( ) Refundable, ( ) Non Refundable, ( ) Partially Refundable

Other \_\_\_\_\_ ( ) Refundable, ( ) Non Refundable, ( ) Partially Refundable

Keys \_\_\_\_\_ Garage Door Opener \_\_\_\_\_ Mail Box Key \_\_\_\_\_

**RENTAL PAYMENTS SENT TO:**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Contact Numbers) \_\_\_\_\_

(Email Address) \_\_\_\_\_

(EIN or SSN) \_\_\_\_\_

Owner Initials \_\_\_\_\_ Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_



THIS AGREEMENT shall be binding on the parties hereto, their heirs, executors, successors, administrators, assigns. If any Owner should have any special request of the Agent, it is required to be attached to this Agreement in writing.

IN WITNESS WHEREOF this agreement is executed as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Owner's Print & Sign

By: \_\_\_\_\_

By: \_\_\_\_\_

Arizona Rentals & Concierge Services LLC

By: \_\_\_\_\_

Mark Digan  
ARCS. Broker

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[mgt@arizonarentalservice.com](mailto:mgt@arizonarentalservice.com) e-mail

Owner Initials \_\_\_\_\_ Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_