

# RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This State Residential Lease Agreement (the "Agreement") is executed on [MM/DD/YYYY] by and between:

(a) **Landlord Name:** [LANDLORD NAME] (hereinafter referred to as the "Landlord")  
**Landlord Address:** [LANDLORD ADDRESS], AND

(b) **Tenant Name(s):** [TENANT NAME(S)] (hereinafter referred to as the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties." The Parties agree to abide by the terms and conditions set forth in this Agreement, understanding their legal responsibilities and obligations.

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** The Landlord hereby leases to the Tenant the residential property located at [PROPERTY ADDRESS] (hereinafter referred to as the "Premises"). The Premises shall be utilized solely for residential purposes, and the Tenant agrees not to use the Premises for any other purpose without the prior written consent of the Landlord.

3. **LEASE TYPE.** This lease shall be designated as: (check one)

- **Fixed-Term Lease.** The Tenant is authorized to occupy the Premises commencing on [MM/DD/YYYY] and terminating on [MM/DD/YYYY] (the "Lease Term"). Upon conclusion of the Lease Term, the Tenant shall: (check one)

- Can continue leasing the Premises on a month-to-month basis under identical terms and conditions of this Agreement.

- Must vacate (leave) the Premises.

- **Month-to-Month Lease.** The Tenant is permitted to occupy the Premises on a month-to-month basis starting on [MM/DD/YYYY] continuing until terminated by either party with a notice period of [#] days, as stipulated by State law (the "Lease Term").

4. **RENT.** The Tenant shall pay to the Landlord a monthly rent amounting to [\$[AMOUNT]] (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the [#] day of each calendar month (hereinafter referred to as the "Due Date"). Payment of Rent shall be executed in accordance with the following instructions: [RENT PAYMENT INSTRUCTIONS]. Non-compliance with the payment instructions or failure to remit the Rent by the Due Date constitutes a material breach of this Agreement, which shall incur late fees

as detailed in Section 5 and may result in termination of the lease and potential eviction of the Tenant.

**5. LATE FEE.** If the Rent is not paid by the Due Date: (check one)

- The Tenant shall incur a Late Fee of [\$[AMOUNT]]. Rent is deemed late if it remains unpaid [#] day(s) following the Due Date. The Late Fee shall be treated as additional Rent and is payable immediately upon the late payment. Non-payment of the Late Fee shall be regarded as non-payment of Rent and may lead to eviction.

- No Late Fee shall be imposed if the Rent is late.

**6. PRORATION PERIOD.** The Tenant: (check one)

- Shall take possession of the Premises prior to the commencement of the Lease Term on [MM/DD/YYYY] and agrees to pay a total of [\$[AMOUNT]] for the proration period (hereinafter referred to as the "Proration Rent"). The Proration Rent shall be payable upon the execution of this Agreement. Proration Rent must be calculated on a daily basis and shall encompass all Rent obligations as if the Tenant were in possession for the entirety of the proration period.

- Shall NOT take possession of the Premises before the commencement of the Lease Term.

**7. SECURITY DEPOSIT.** As part of this Agreement: (check one)

- The Landlord requires a payment of [\$[AMOUNT]] (hereinafter referred to as the "Security Deposit") to ensure the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit shall be paid by the Tenant upon the execution of this Agreement. The Security Deposit shall be refunded to the Tenant within [#] days after the expiration of the Lease Term, less any itemized deductions. This Security Deposit shall not be applied towards any Rent unless the Landlord provides written consent.

- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

**8. RETURNED CHECKS (NON-SUFFICIENT FUNDS).** If the Tenant submits a Rent payment that is returned due to non-sufficient funds: (check one)

- The Tenant shall incur a fee of [\$[AMOUNT]] per incident. Additionally, the Landlord reserves the right to mandate future payments to be made by certified funds or money order.

- The Tenant will NOT be required to pay a fee.

**9. OCCUPANTS.** The Premises shall be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT NAME(S)] (hereinafter referred to as the "Occupant(s)").

- There shall be NO Occupant(s) in addition to the Tenant. Any alterations to the list of authorized occupants must receive prior written approval from the Landlord. Unauthorized occupancy shall be considered a material breach of this Agreement and may result in eviction.

**10. MOVE-IN INSPECTION.** Prior to, at the time of, or shortly after move-in, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and document any existing damages or required repairs on a move-in checklist. This checklist shall be signed by both Parties and shall serve as a reference at the conclusion of the Lease Term to assess any damage attributable to the Tenant.

- Shall NOT inspect the Premises or complete a move-in checklist.

**11. FURNISHINGS.** The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

[IF FURNISHED, LIST ALL ITEM(S) HERE].

The Tenant agrees to maintain these items in good condition and shall be held liable for any damages exceeding normal wear and tear.

- NOT furnished.

**12. UTILITIES.** The Landlord shall be responsible for paying the following utilities and services for the Tenant:

[LIST ALL LANDLORD-PAID UTILITIES].

Any utilities not listed above shall be the responsibility of the Tenant. The Tenant agrees to maintain the utility services throughout the Lease Term and promptly address any utility issues that may arise.

**13. UTILITY COSTS.** The Landlord will implement the following ratio utility billing system (RUBS) in accordance with Section 33-1314.01(F) of the Arizona Residential Landlord and Tenant Act. This section is only applicable if the RUBS method is being utilized. If inapplicable, this section will be marked as “Not Applicable.”

**14. PARKING.** The Tenant (check one):

- Is allotted [#] parking space(s):
  - Free of charge (included in the Rent).
  - At a cost of \$[FEE] to be paid  upon execution of this Agreement |  monthly.

The Tenant agrees to comply with all parking regulations and acknowledges that the Landlord shall not be liable for any damage or theft of the vehicle. Unauthorized vehicles may be towed at the Tenant's expense.

- Is NOT provided parking.

**15. PETS.** The Tenant is: (check one)

- Permitted to have [#] on the Premises, consisting ONLY of the following type(s):

[LIST ALL PERMITTED PET TYPE(S)].

The Tenant agrees to comply with all local pet ordinances and to promptly clean up after their pet(s). Any damage caused by the pet(s) shall be repaired at the Tenant's expense.

If permitted, the Landlord shall require a refundable pet deposit of \$[AMOUNT] to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

**16. SMOKING POLICY.** Smoking on the Premises is: (check one)

- Permitted ONLY in the following designated area(s): [PERMITTED AREA(S)]. The Tenant agrees to use the designated smoking areas exclusively and to ensure that smoking does not cause damage to the Premises or disturb other residents.

- Prohibited on the Premises and all Common Areas. The Tenant agrees to refrain from smoking and acknowledges that any violation may result in penalties or eviction.

**17. SALE OF PROPERTY.** If the Premises is sold during the Lease Term, the Tenant shall be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be provided to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

- Shall have the right to terminate this Agreement by providing [#] days' notice to the Tenant.

- Shall NOT have the right to terminate this Agreement.

**18. NOTICES.** Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed properly given if delivered personally or sent by certified mail, return receipt requested, to the following addresses:

Landlord Mailing Address: [LANDLORD NOTICE MAILING ADDRESS]

Tenant Mailing Address: [TENANT NOTICE MAILING ADDRESS]

Any change of address must be communicated in writing within [#] days of such change. Notices may also be sent via email to [LANDLORD EMAIL] and [TENANT EMAIL] for convenience; however, official communications must be sent by certified mail to ensure receipt and documentation.

**19. ACCESS.** At the commencement of the proration period or the Lease Term, whichever occurs first, the Landlord agrees to provide the Tenant with access to the Premises and common areas in the form of keys, fobs, cards, or keyless security entry devices. The Tenant is responsible for safeguarding all access tools and must report any loss or theft immediately. Duplicate copies of access tools shall only be authorized with the Landlord's written consent. If replacements are necessary, the Landlord may provide them for a fee. Upon termination of this Agreement, all access tools must be returned to the Landlord. Failure to return such items may result in a fee, which may be deducted from the Security Deposit.

**20. RIGHT OF ENTRY.** The Landlord reserves the right to enter the Premises during normal business hours by providing at least twenty-four (24) hours' written notice to inspect, make necessary repairs, alterations, or improvements, or for any other reasonable purpose. In the event of an emergency, the Landlord may enter the Premises without prior notice. The Landlord may also exhibit the Premises to prospective purchasers, mortgagees, or lessees with reasonable notice to the Tenant.

**21. ATTORNEYS' FEES.** In the event that the Landlord finds it necessary to retain legal counsel to enforce any of the terms or conditions of this Agreement, including but not limited to the collection of Rent or regaining possession of the Premises, the Tenant agrees to reimburse the Landlord for all reasonable legal expenses incurred, including attorneys' fees.

- 22. NOISE.** The Tenant agrees to refrain from causing or permitting any noise or activity on the Premises that may disturb the peace and quiet of other tenants or neighbors. Such noise or activity shall constitute a material breach of this Agreement.
- 23. GUESTS.** No persons other than the Tenant and any authorized Occupant(s) shall reside on the Premises. Guests of the Tenant may stay on the Premises for periods not exceeding forty-eight (48) hours unless otherwise approved in writing by the Landlord. The Tenant shall be responsible for the conduct and actions of their guests and shall be held accountable for any violations of this Agreement resulting from their guests' actions.
- 24. EQUAL HOUSING.** If the Tenant has any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises, unless such modifications would impose an undue hardship on the Landlord. The Tenant is encouraged to inform the Landlord of any impairments in writing to allow the Landlord sufficient time to arrange for the appropriate modifications. The Tenant agrees to cooperate with the Landlord in facilitating any necessary modifications and to provide any required documentation to support the request for reasonable accommodations.
- 25. WAIVER.** No delay or failure by the Landlord to enforce any provision of this Agreement shall be construed as a waiver thereof, nor shall the acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the full amount owed. The Landlord's rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.
- 26. MAINTENANCE, REPAIR, & ALTERATIONS.** The Tenant shall, at their sole expense, maintain the Premises in a good, clean, and sanitary condition throughout the Lease Term and any renewal thereof. The Tenant shall be responsible for making all necessary repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged due to the Tenant's misuse, waste, neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees to promptly notify the Landlord of any conditions that may cause further damage to the Premises or pose a risk to health and safety. The Tenant agrees that no painting or alterations shall be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall immediately notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any appliances or equipment. The Landlord will use reasonable efforts to repair or replace any such damaged or defective areas, appliances, or equipment.
- 27. PREMISES DEEMED UNINHABITABLE.** If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. If such damage resulted from the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repair costs and any loss of income incurred while restoring the Premises to a habitable condition, in addition to any other provable losses. In such instances, the Security Deposit shall be applied toward the cost of repairs, and any remaining balance shall be billed to the Tenant.

**28. DEFAULT.** If the Tenant fails to comply with any financial or material provisions of this Agreement, any present or future rules and regulations prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, and fails to rectify such non-compliance within the time period specified after written notice is delivered by the Landlord, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default persists for the time period specified in the written notice, the Landlord may exercise all rights and remedies available under the law and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or any fire, safety, health, and/or criminal laws, regardless of whether an arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant provides incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under State statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

Upon default, the Landlord may seek all remedies available under this Agreement, including eviction, and the Tenant shall be liable for any costs incurred by the Landlord, including reasonable attorneys' fees.

**29. ABANDONMENT.** Abandonment shall be deemed to have occurred if the Tenant is absent from the Premises without notifying the Landlord for the State-mandated minimum time period, or seven (7) days, whichever is shorter. In the event of Abandonment, the Landlord shall have the right to immediately terminate this Agreement and remove the Tenant's personal possessions.

**30. POSSESSION.** The Tenant acknowledges that they have inspected the condition of the Premises and, by taking possession, accepts the Premises in its current condition, except as otherwise stated herein. Should the Landlord fail to deliver possession of the Premises at the commencement of the Lease Term, this Agreement may be terminated at the option of the Tenant. In such an event, the Security Deposit (if any), along with any pre-paid rent and fees, including any application fee paid by the Tenant prior to the execution of this Agreement, shall be refunded to the Tenant. The Tenant agrees to promptly notify the Landlord of any issues regarding possession or the condition of the Premises upon move-in.

- 31. ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any unauthorized assignment or subletting shall constitute a material breach of this Agreement and may result in termination and eviction.
- 32. JOINT AND SEVERAL.** If the Tenant consists of more than one individual, each person shall be jointly and severally liable under this Agreement. This means that each individual Tenant shall be fully responsible for all obligations under this Agreement, including the payment of Rent and any damages.
- 33. HAZARDOUS MATERIALS.** The Tenant agrees not to possess any personal property that could be considered a fire hazard or that has flammable or explosive characteristics on the Premises. Prohibited items include, but are not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related substances in the form of a liquid, solid, or gas, except for everyday cooking or necessary appliance use. The Tenant shall be liable for any damages or injuries resulting from the possession or use of such hazardous materials.
- 34. SEVERABILITY.** If any provision of this Agreement, or the application thereof, is held to be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of such provision to other persons, entities, or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.
- 35. RETALIATION.** The Landlord is prohibited from engaging in any retaliatory acts against the Tenant, including but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or engaging in any other unjustified actions.
- 36. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in the common areas thereof, except where such damage or injury is caused solely by the Landlord's negligence. The Tenant agrees to indemnify and hold the Landlord harmless from any claims or damages arising from any cause other than the Landlord's negligence. The Tenant acknowledges that it is their responsibility to obtain renter's insurance to protect against potential losses.
- 37. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of [STATE NAME]. Any legal proceedings arising out of or related to this Agreement shall be brought exclusively in the appropriate court located in [COUNTY, STATE].



**38. LEAD-BASED PAINT.** The Premises (check one):

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" is attached to this Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

**39. ADDITIONAL PROVISIONS.** The Parties agree that any additional provisions added here shall not contradict or invalidate any of the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.

[TYPE ANY ADDITIONAL TERMS / CONDITIONS / PROVISIONS HERE (OPTIONAL)].

**40. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree to be bound by the terms and conditions of this Agreement, acknowledge that they have read, understood, and accept the Agreement, and agree to adhere to its provisions until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**Landlord's Signature:** \_\_\_\_\_ Date: [MM/DD/YYYY]

Printed Name: [LANDLORD PRINTED NAME]

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**Tenant's Signature:** \_\_\_\_\_ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

**Tenant's Signature:** \_\_\_\_\_ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

## REQUIRED DISCLOSURES

1. **Bed Bugs** – Landlords must provide tenants with educational materials on bed bugs, including identification methods, to ensure tenant awareness and proactive management of potential infestations.
2. **Fees** – The landlord must provide a detailed written statement specifying the purpose and amount of all non-refundable fees or deposits. This transparency ensures tenants are fully aware of their financial obligations and the reasons behind any non-refundable charges.
3. **Landlord Information** – The lease agreement must include the full names, physical addresses, and contact information of the individuals authorized to manage the premises and the property owner or their representative. This ensures tenants have accurate and complete information for any property management or legal matters.
4. **Landlord-Tenant Act** – Upon the commencement of tenancy, landlords must provide new tenants with a written notice stating that the Arizona Residential Landlord and Tenant Act is available on the Department of Housing website. Additionally, landlords should provide a direct link to the website for easy access. This ensures tenants are aware of their rights and responsibilities under the Act.
5. **Lead-Based Paint Disclosure (PDF)** – A lead-based paint disclosure is mandatory for all tenants renting properties constructed before 1978, as required by federal law, to ensure tenant awareness of potential lead hazards.
6. **Move-In/Move-Out Checklist (PDF)** – Landlords must provide tenants with a comprehensive move-in/move-out checklist to document the condition of the rental unit at the beginning and end of the tenancy. Both the tenant and landlord should review and sign the checklist, ensuring mutual agreement on the unit's condition and reducing potential disputes.
7. **Pool Safety Notice (PDF)** – If the property includes a swimming pool, landlords must provide tenants with a detailed pool safety notice outlining safety guidelines, rules, and responsibilities. This ensures tenants are aware of pool safety measures and their responsibilities to prevent accidents and injuries.
8. **Taxes** – If a transaction privilege tax is levied on residential rent and the municipality changes the tax rate, landlords may adjust the rent accordingly with at least thirty (30) days' written notice to the tenant, provided this adjustment policy is clearly stated in the rental agreement. This ensures tenants are informed of potential rent adjustments due to tax changes.
9. **Utility Charges** – If the landlord charges separately for utility services, the rental agreement must include a detailed list specifying the utilities and any associated administration fees. This ensures tenants understand their utility costs and any additional fees involved.

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

# MOVE-IN / MOVE-OUT CONDITION CHECKLIST



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



1. **THIS CHECKLIST** is hereby made a part of the Residential Lease Agreement dated \_\_\_\_\_ by and between
2. **Landlord:** \_\_\_\_\_
3. **Tenant:** \_\_\_\_\_
4. **Premises Address:** \_\_\_\_\_
5. **Move-in Date** \_\_\_\_\_ **Move-out Date** \_\_\_\_\_
6. **Inspection Date** \_\_\_\_\_ **Inspection Date** \_\_\_\_\_

7. Complete the move-in section of this form and return it to your Landlord within five (5) days or  \_\_\_\_\_ days after occupancy.
8. All items are deemed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and
9. equipment. **This form is not a repair request.** Submit all requests for repairs separately in accordance with your lease. You and your
10. Landlord will also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below. **If you fail to**
11. **return this form you will be held responsible for any damages, and you will be accepting the Premises in its current condition.**

## EXTERIOR ITEMS

### MOVE-IN CONDITION

### MOVE-OUT CONDITION

- |  |   |       |
|--|---|-------|
| 12. Fences & Gates   | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 13. Lawn (Trees / Shrubs / Landscaping)  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 14. Paint  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 15. Front Door — Door Knob and Locks   | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 16. Back Door — Door Knob and Locks  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 17. Fountain   | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 18. Grill  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 19. Swimming Pool  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 20. Hot tub / Spa  | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 21. Other: _____   | <input type="checkbox"/> Good <input type="checkbox"/> Other                    | _____ |
| 22. Water Shut-Off Valve Located? <input type="checkbox"/> Yes <input type="checkbox"/> No | Breaker Panel Located? <input type="checkbox"/> Yes <input type="checkbox"/> No |       |

23. **COMMENTS:** \_\_\_\_\_

24. \_\_\_\_\_

## GARAGE / CARPORT

### MOVE-IN CONDITION

### MOVE-OUT CONDITION

- |                                 |  |       |
|---------------------------------|--|-------|
| 25. Ceilings, Walls, Baseboards | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 26. Floor / Driveway            | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 27. Auto Door Opener            | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 28. Remotes                     | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 29. Garage Door                 | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 30. Plugs & Switches            | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 31. Other: _____                | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |

32. **COMMENTS:** \_\_\_\_\_

33. \_\_\_\_\_

## ENTRY & HALL

### MOVE-IN CONDITION

### MOVE-OUT CONDITION

- |   |  |       |
|---|--|-------|
| 35. Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 36. Doors (Close properly / Condition)              | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 37. Flooring  | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 38. Stairwell / Handrails                           | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 39. Light Fixtures                                  | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 40. Closet Shelves & Rods                           | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |
| 41. Other: _____                                    | <input type="checkbox"/> Good <input type="checkbox"/> Other | _____ |

42. **COMMENTS:** \_\_\_\_\_

\_\_\_\_\_



LIVING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

43.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
44.	Fireplace	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
45.	Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
46.	Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
47.	Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
48.	Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
49.	Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
50.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
51.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
52.	<b>COMMENTS:</b> _____				
53.	_____				

KITCHEN

MOVE-IN CONDITION

MOVE-OUT CONDITION

54.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
55.	Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
56.	Lights	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
57.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
58.	Cabinets (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
59.	Drawers (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
60.	Countertops	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
61.	Sink & Faucet	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
62.	Disposal	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
63.	Dishwasher	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
64.	Microwave	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
65.	Refrigerator	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
66.	Stove	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
67.	Fan, filter & hood	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
68.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
69.	<b>COMMENTS:</b> _____				
70.	_____				

DINING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

71.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
72.	Flooring	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
73.	Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
74.	Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
75.	Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
76.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
77.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
78.	<b>COMMENTS:</b> _____				
79.	_____				

MASTER BEDROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

80.	Ceiling, Walls (Paint), Baseboards, Vent Covers	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
81.	Doors (Close properly / Condition)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
82.	Flooring (Note burns, tears, stains)	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
83.	Lights & Ceiling Fans	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
84.	Windows & Screens	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
85.	Window coverings	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
86.	Plugs & Switches	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
87.	Closet Shelves & Rods	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
88.	Other: _____	<input type="checkbox"/> Good	<input type="checkbox"/> Other	_____	_____
89.	<b>COMMENTS:</b> _____				
90.	_____				

>>



**BEDROOM #2**

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 91. Ceiling, Walls (Paint), Baseboards, Vent Covers  Good  Other \_\_\_\_\_
- 92. Doors (Close properly / Condition)  Good  Other \_\_\_\_\_
- 93. Flooring (Note burns, tears, stains)  Good  Other \_\_\_\_\_
- 94. Lights & Ceiling Fans  Good  Other \_\_\_\_\_
- 95. Windows & Screens  Good  Other \_\_\_\_\_
- 96. Window coverings  Good  Other \_\_\_\_\_
- 97. Plugs & Switches  Good  Other \_\_\_\_\_
- 98. Closet Shelves & Rods  Good  Other \_\_\_\_\_
- 99. Other: \_\_\_\_\_  Good  Other \_\_\_\_\_

100. **COMMENTS:** \_\_\_\_\_

101. \_\_\_\_\_

**BEDROOM #3**

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 102. Ceiling, Walls (Paint), Baseboards, Vent Covers  Good  Other \_\_\_\_\_
- 103. Doors (Close properly / Condition)  Good  Other \_\_\_\_\_
- 104. Flooring (Note burns, tears, stains)  Good  Other \_\_\_\_\_
- 105. Lights & Ceiling Fans  Good  Other \_\_\_\_\_
- 106. Windows & Screens  Good  Other \_\_\_\_\_
- 107. Window coverings  Good  Other \_\_\_\_\_
- 108. Plugs & Switches  Good  Other \_\_\_\_\_
- 109. Closet Shelves & Rods  Good  Other \_\_\_\_\_
- 110. Other: \_\_\_\_\_  Good  Other \_\_\_\_\_

111. **COMMENTS:** \_\_\_\_\_

112. \_\_\_\_\_

**BEDROOM #4 / DEN / LOFT**

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 113. Ceiling, Walls (Paint), Baseboards, Vent Covers  Good  Other \_\_\_\_\_
- 114. Doors (Close properly / Condition)  Good  Other \_\_\_\_\_
- 115. Flooring (Note burns, tears, stains)  Good  Other \_\_\_\_\_
- 116. Lights & Ceiling Fans  Good  Other \_\_\_\_\_
- 117. Windows & Screens  Good  Other \_\_\_\_\_
- 118. Window coverings  Good  Other \_\_\_\_\_
- 119. Plugs & Switches  Good  Other \_\_\_\_\_
- 120. Closet Shelves & Rods  Good  Other \_\_\_\_\_
- 121. Other: \_\_\_\_\_  Good  Other \_\_\_\_\_

122. **COMMENTS:** \_\_\_\_\_

123. \_\_\_\_\_

**BATHROOM (MASTER)**

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 124. Ceiling, Walls (Paint), Baseboards, Vent Covers  Good  Other \_\_\_\_\_
- 125. Doors (Close properly / Condition)  Good  Other \_\_\_\_\_
- 126. Flooring  Good  Other \_\_\_\_\_
- 127. Light Fixtures  Good  Other \_\_\_\_\_
- 128. Plugs & Switches  Good  Other \_\_\_\_\_
- 129. Cabinets (Close properly / Condition)  Good  Other \_\_\_\_\_
- 130. Countertops  Good  Other \_\_\_\_\_
- 131. Sinks & Faucets  Good  Other \_\_\_\_\_
- 132. Soap dishes, towel bars, shower rod,  Good  Other \_\_\_\_\_
- 133. paper holders secure
- 134. Mirrors  Good  Other \_\_\_\_\_
- 135. Medicine Cabinet  Good  Other \_\_\_\_\_
- 136. Tub / Shower & Faucets  Good  Other \_\_\_\_\_
- 137. Toilet  Good  Other \_\_\_\_\_
- 138. Plumbing working properly  Good  Other \_\_\_\_\_

>>



- 139. Linen Closet  Good  Other \_\_\_\_\_
- 140. Fan  Good  Other \_\_\_\_\_
- 141. Other: \_\_\_\_\_  Good  Other \_\_\_\_\_
- 142. **COMMENTS:** \_\_\_\_\_
- 143. \_\_\_\_\_

**BATHROOM #2**

- |  | MOVE-IN CONDITION  | MOVE-OUT CONDITION |
|--|--|--------------------|
| 144. Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 145. Doors (Close properly / Condition)              | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 146. Flooring  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 147. Light Fixtures                                  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 148. Plugs & Switches                                | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 149. Cabinets (Close properly / Condition)           | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 150. Countertops                                     | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 151. Sinks & Faucets                                 | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 152. Soap dishes, towel bars, shower rod             | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 153. Tub / Shower & Faucets                          | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 154. Toilet  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 155. Plumbing working properly                       | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 156. Fan   | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 157. Other: _____                                    | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 158. <b>COMMENTS:</b> _____                          |  |                    |
| 159. _____   |  |                    |

**BATHROOM #3**

- |  | MOVE-IN CONDITION  | MOVE-OUT CONDITION |
|--|--|--------------------|
| 160. Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 161. Doors (Close properly / Condition)              | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 162. Flooring  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 163. Light Fixtures                                  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 164. Plugs & Switches                                | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 165. Cabinets (Close properly / Condition)           | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 166. Countertops                                     | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 167. Sinks & Faucets                                 | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 168. Soap dishes, towel bars, shower rod             | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 169. Tub / Shower & Faucets                          | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 170. Toilet  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 171. Plumbing working properly                       | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 172. Fan   | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 173. Other: _____                                    | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 174. <b>COMMENTS:</b> _____                          |  |                    |
| 175. _____   |  |                    |

**UTILITY / LAUNDRY ROOM**

- |  | MOVE-IN CONDITION  | MOVE-OUT CONDITION |
|--|--|--------------------|
| 176. Fan                                   | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 177. Cabinets (Close properly / Condition) | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 178. Sink                                  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 179. Washer                                | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 180. Dryer                                 | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 181. Washer / Dryer Hookups                | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 182. Dryer Vent                            | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 183. Flooring (Note burns, tears, stains)  | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 184. Doors (Close properly / Condition)    | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 185. Switches                              | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 186. Other: _____                          | <input type="checkbox"/> Good <input type="checkbox"/> Other _____ | _____              |
| 187. <b>COMMENTS:</b> _____                |  |                    |
| 188. _____                                 |  |                    |





ADDITIONAL ROOM

189. Room Name: \_\_\_\_\_

	MOVE-IN CONDITION	MOVE-OUT CONDITION
190. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
191. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
192. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
193. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
194. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
195. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
196. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
197. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
198. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____

OTHER

	MOVE-IN CONDITION	MOVE-OUT CONDITION
199. Heating	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
200. A/C	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
201. Swamp Cooler	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
202. Filters size: _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
203. Fire Sprinklers	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	_____
204. Security Alarm	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	_____
205. Smoke Detector(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	_____
206. Carbon Monoxide Detector	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	_____
207. Trash Removed	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	_____
208. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____
209. _____	<input type="checkbox"/> Good <input type="checkbox"/> Other _____	_____

210. **COMMENTS:** \_\_\_\_\_

211. \_\_\_\_\_

FIXTURE / PERSONAL PROPERTY INVENTORY

212. The following fixtures / personal property are also included in the Residence (check all that apply):

	QUANTITY	BRAND	COLOR	SERIAL #	CONDITION
213. <input type="checkbox"/> Refrigerator	_____	_____	_____	_____	_____
214. <input type="checkbox"/> Stove	_____	_____	_____	_____	_____
215. <input type="checkbox"/> Dishwasher	_____	_____	_____	_____	_____
216. <input type="checkbox"/> Washer	_____	_____	_____	_____	_____
217. <input type="checkbox"/> Dryer	_____	_____	_____	_____	_____
218. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
219. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
220. <input type="checkbox"/> _____	_____	_____	_____	_____	_____
221. <input type="checkbox"/> _____	_____	_____	_____	_____	_____

222. **COMMENTS:** \_\_\_\_\_

223. \_\_\_\_\_

224. \_\_\_\_\_

225. \_\_\_\_\_

226. \_\_\_\_\_

227. \_\_\_\_\_

>>



**Move-In / Move-Out Condition Checklist >>**

- 228. Landlord and Tenant acknowledge that video and/or photos (digital or otherwise) may have been taken of the Premises condition and are
- 229. in Landlord's possession. Tenant may take video and/or photos at Tenant's own expense.
- 230. **TENANT AGREES** that the above information is an accurate account of the condition and contents of the Premises and acknowledges
- 231. receiving a copy hereof. Tenant understands that unless otherwise noted, all discrepancies will be Tenant's responsibility and will be
- 232. deducted from the security deposit at time of move out. Tenant may be present at the move-out inspection and, upon request, the Tenant
- 233. shall be notified when the move-out inspection will occur.

**\*\*\* PLEASE MAKE A COPY FOR YOUR RECORDS \*\*\***

**MOVE-IN**

234. Completed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

235. \_\_\_\_\_  
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

236. \_\_\_\_\_  
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

237. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

238. \_\_\_\_\_  
 ^ LANDLORD/PROPERTY MANAGER DATE

**MOVE-OUT**

239. Completed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

240. \_\_\_\_\_  
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

241. \_\_\_\_\_  
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

242. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

243. \_\_\_\_\_  
 ^ LANDLORD/PROPERTY MANAGER DATE

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DA/YR



The purpose of this notice is to educate residential pool\* owners on the legal requirements of pool ownership and proper pool safety. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed [A.R.S. § 36-1681](#) to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive the legal requirements of pool ownership and a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety.

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### **Pool Enclosure Requirements**

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates, through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
  - Has a height of at least four feet;
  - Has no openings through which a spherical object four inches in diameter can pass;
  - Has a gate that opens outward from the pool and is self-closing and self-latching;
  - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
  - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 ([www.astm.org](http://www.astm.org));
- For each door or window in the residence or living area that has direct access to the pool:
  - A self-latching device that is located not less than fifty-four inches above the floor; and
  - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.

## Gate Requirements

According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
  - Located at least fifty-four inches above the underlying ground;
  - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
  - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination.

## Arizona Department of Health Services Pool Safety Recommendations

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes. Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
  - Shout for help;
  - Pull the child from the water;
  - Call 911 (or local emergency number) for help; and
  - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

**Note:** The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

\* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).