

**ADDENDUM TO MANAGEMENT AGREEMENT  
RE: OWNER'S DUTY TO AVOID FORECLOSURE**

Owner acknowledges:

1. It is my most fundamental obligation as a landlord to provide quiet enjoyment of the rented premises to my tenant. This means I must do nothing to put the tenant in jeopardy of having his occupancy disturbed. If I fail to service any mortgage debt, or fail to discharge any lien against the Property, I will be in breach of my covenant of quiet enjoyment.

2. Agent has a duty under Section R4-28-1101 of the Arizona Administrative Code to treat all parties to a transaction fairly and to disclose any information that Agent may have that I, as lessor, may be unable to perform. To continue to collect rent from the Tenant when I am in breach of my covenant of quiet enjoyment could be construed as a breach of this duty. To leave the Tenant ignorant of any breach of the covenant of quiet enjoyment would be a clear breach of Agent's duty of fair treatment of the tenant and of Agent's duty to make known my inability to perform.

3. If Agent discovers any such breach of the covenant of quiet enjoyment, Agent shall promptly notify me of this discovery in writing. If I do not cure the breach immediately upon notice by agent to me, Agent may in its sole discretion do any of the following:

- a.. Agree with the tenant to terminate the rental agreement immediately and return all monies held by Agent to Tenant;
- b. Enter into a new rental agreement with Tenant at another property managed by Agent;
- c. Represent the tenant in the purchase of another property;
- d. Refer the tenant to another real estate professional for assistance;
- e. Advise the tenant to seek legal counsel;
- f. Anything else to treat the Tenant fairly.

4. Agent may record with the Pima County recorder a *request for notice* under Arizona Revised Statutes Section 33-809(A), in order to provide notice to Agent and/or Tenant in the event of a trustees sale affecting the Property. If Agent elects to prepare and record any such document(s), Agent may charge me for all associated costs and fees.

5. Agent's notice to me under Paragraph 3 above may be by email at the email address of record for me in Agent's files.

6. If I fail to provide proof satisfactory to Agent that I have cured my breach of the covenant of quiet enjoyment, this will create an irrebuttable presumption that I cannot or will not ever cure my breach.

7. I will immediately notify Agent if I am unable to make a regular mortgage payment when due. I will immediately notify Agent if any new lien, including any new mortgage lien, is created against the Property.

8. I understand Agent will rely on the promises I make in this addendum.

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

\_\_\_\_\_  
Owner

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

\_\_\_\_\_  
Owner