

**PUBLIC NOTICE**  
**BOARD OF DIRECTORS MEETING**  
**FOR THE**  
**DOUGLAS PUBLIC FACILITY MUNICIPAL PROPERTY CORPORATION**

**will meet**

**Tuesday, March 17, 2020, at 5:30 p.m.**

**at**

**Douglas Golf Course**  
**1372 E. Fairway Drive**  
**Douglas, AZ**

PURSUANT TO THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF DOUGLAS DOES NOT, BY REASON OF A DISABILITY, EXCLUDE FROM PARTICIPATION IN OR DENY BENEFITS OF SERVICES, PROGRAMS OR ACTIVITIES OR DISCRIMINATE AGAINST ANY QUALIFIED PERSON WITH A DISABILITY. INQUIRIES REGARDING COMPLIANCE WITH ADA PROVISIONS, ACCESSIBILITY OR ACCOMMODATION CAN BE DIRECTED TO RENE MOLINA WITHIN 72 HOURS AT 520.417.7312, FAX 520.417.7143, 425 10TH STREET, DOUGLAS, ARIZONA 85607.

## AGENDA

Board of Directors Meeting  
Douglas Public Facility Municipal Property Corporation

Tuesday, March 17, 2020, at 5:30 p.m.

at

Douglas Golf Course  
1372 Fairway Drive  
Douglas, AZ 85607

1. Call to Order
2. Roll Call
3. Persons wishing to address the committee in writing or verbally on any item not on the agenda.
4. Report on Balance Sheet and/or Bank Balance(s) update/report on current months for the Douglas Public Facility Municipal Property Corporation, as well as discussion/presentation on the MPC Golf subsidy.
5. Information/Discussion, Reporting and possible Decision or Direction pertaining to aspects presented in the periodic standing report from staff regarding maintenance of the golf course MPC facility, equipment and water delivery system.
6. Information/Discussion and possible Decision or Direction regarding MPC Administrative Action Plan to improve the course and overall condition of the facilities.
7. Discussion/Decision regarding approval of facility's rental property lease terms and rate.
8. Information/Discussion and possible Decision or Direction regarding fees of RV Park and report from City staff on status of talks with City regarding possible access to private RV, as well as any report from City Staff.
9. Information/Update with a possible Discussion/Decision on current events, updates or concerns at the golf course since the January, 2020 meeting.
10. Discussion and direction/consensus for items to be discussed at future meetings.
11. Adjournment

Posted March 13, 2020, at 10:30 a.m. by: Alma Andrade, Acting City Clerk 

# Public Facility Municipal Property Corporation

DIFFERENCE  
**BUDGET** 42%  
**VS ACTUAL** % YTD  
**@ 11/30** Budget

	BUDGET	EXPENSES @ 11/30/19			DIFFERENCE	42%
	2019/2020	MPC	CITY	COMBINED		
	Annualized					
<b>INCOME</b>						
GREEN FEES	\$ 50,300	9,952		\$ 9,951.90	(11,006.43)	
TRAIL FEES	\$ -			\$ -	0.00	
TOURNAMENT FEES	\$ 6,000	2,845		\$ 2,845.00	345.00	
QUARTER PASS - INDIVIDUAL	\$ -	2,780		\$ 2,779.66	2,779.66	
QUARTER PASS - FAMILY				\$ -	0.00	
QUARTER PASS - STUDENT				\$ -	0.00	
PUNCH PASS	\$ -	2,755		\$ 2,754.75	2,754.75	
LOCKER RENTALS	\$ 150	100		\$ 100.00	37.50	
PUBLIC CART RENTALS	\$ 4,700	2,574		\$ 2,573.80	615.47	
PRIVATE CART STORAGE	\$ 4,000	1,338		\$ 1,337.55	(329.12)	
RANGE BALL RENTALS	\$ 3,100	795		\$ 794.76	(496.91)	
GOLF CLINICS	\$ -			\$ -	0.00	
PRO SHOP SALES	\$ 4,500	296		\$ 296.22	(1,578.78)	
PRO SHOP FOOD & DRINK	\$ -			\$ -	0.00	
RV PARK SPACE RENTALS	\$ 35,000	9,600		\$ 9,600.00	(4,983.33)	
COUNTRY CLUB EVENTS	\$ 8,200	1,242		\$ 1,242.00	(2,174.67)	
BEVERAGE SALES	\$ 70,000	42,558		\$ 42,558.32	13,391.65	
FOOD SALES	\$ 10,000	338		\$ 337.72	(3,828.95)	
TIPS CREDIT CARD						
CONCESSIONAIRE RENT	\$ -					
CITY OF DOUGLAS CASH	\$ -			\$ -	0.00	
MISCELLANEOUS	\$ -					
FOOT GOLF	\$ -					
<b>EFFECTIVE INCOME</b>	<b>\$ 195,950</b>	<b>77,171.68</b>	<b>-</b>	<b>\$ 77,171.68</b>	<b>(4,474.15)</b>	<b>39%</b>
<b>OTHER INCOME</b>						
OTHER INCOME						
CITY SUBSIDY	\$ 170,000	2,540.21	91,658.15	\$ 94,198.36	23,365.03	
<b>TOTAL OTHER INCOME</b>	<b>\$ 170,000</b>	<b>2,540.21</b>	<b>91,658.15</b>	<b>\$ 94,198.36</b>	<b>23,365.03</b>	
<b>EFFECTIVE GROSS INCOME</b>	<b>\$ 365,950</b>	<b>79,711.89</b>	<b>91,658.15</b>	<b>\$ 171,370.04</b>	<b>18,890.87</b>	
<b>OPERATING EXPENSES</b>						
<b>PAYROLL EXPENSES</b>						
GOLF PERSONNEL	\$ 140,000	50,021.04		\$ 50,021.04	8,312.29	
BENEFITS	\$ 7,000	4,349.97		\$ 4,349.97	(1,433.30)	
CONTRACTED LABOR		559.96		\$ 559.96	(559.96)	
PART TIME GOLF PERSONNEL	\$ -			\$ -	0.00	
PRO SHOP PERSONNEL	\$ -			\$ -	0.00	
KITCHEN PERSONNEL	\$ -			\$ -	0.00	
BAR PERSONNEL	\$ -			\$ -	0.00	
PART TIME	\$ -			\$ -	0.00	
<b>TOTAL PAYROLL EXPENSES</b>	<b>\$ 147,000</b>	<b>54,930.97</b>	<b>-</b>	<b>\$ 54,930.97</b>	<b>6,319.03</b>	
<b>GENERAL &amp; ADMIN EXPENSES</b>						
LICENSES	\$ 10	-		\$ -	4.17	
ADVERTISING	\$ 600	37.03		\$ 37.03	212.97	
DOC LABOR	\$ 5,500		1,160.00	\$ 1,160.00	1,131.67	
DUES/SUBSCRIP/BUS LICENSE FEES	\$ 830	-		\$ -	345.83	
TRAINING/ EDUCATION	\$ -	345.39	152.00	\$ 497.39	(497.39)	
MANAGEMENT FEES	\$ -			\$ -	0.00	
BOOKKEEPING FEES	\$ 1,800	750.00		\$ 750.00	0.00	
PAYROLL SERVICES	\$ -			\$ -	0.00	
OFFICE EQUIPMENT REPAIR	\$ -			\$ -	0.00	
OFFICE SUPPLIES	\$ 200			\$ -	83.33	
POSTAGE/COPIES/FAX EXPENSES	\$ 50	11.00		\$ 11.00	9.83	

UNIFORMS	\$ -			\$ -	0.00
PRINTING	\$ -			\$ -	0.00
PROFESSIONAL SERVICES	\$ 750	200.00		\$ 200.00	112.50
RV TENANT ACTIVITIES	\$ -			\$ -	0.00
TELEPHONE/INTERNET	\$ 50	55.63	2.57	\$ 58.20	(37.37)
CREDIT CARD/BANK FEES	\$ 4,300	2,091.40		\$ 2,091.40	(299.73)
CITY OF DOUGLAS LOAN	\$ -		1,500.00	\$ 1,500.00	(1,500.00)
<b>TOTAL GEN &amp; ADMIN EXPENSES</b>	<b>\$ 14,090</b>	<b>3,490.45</b>	<b>2,814.57</b>	<b>\$ 6,305.02</b>	<b>(434.19)</b>
<b>MAINTENANCE EXPENSES</b>					
FIRE EXT INSPECTION	\$ 500			\$ -	208.33
CHEMICAL TOILET SERVICE	\$ 882		294.00	\$ 294.00	73.50
AUTO/EQUIPMENT	\$ 300		748.02	\$ 748.02	(623.02)
ELECTRIC MAINT/REPAIRS	\$ 500			\$ -	208.33
<b>GROUNDS MAINT &amp; SUPPLIES</b>	<b>\$ 22,410</b>	<b>16,438.99</b>		<b>\$ 16,438.99</b>	<b>(7,101.49)</b>
SMALL TOOLS	\$ -			\$ -	0.00
BUILDING MAINTENANCE	\$ 2,000	897.00	9,103.82	\$ 10,000.82	(9,167.49)
PEST CONTROL	\$ 1,000		400.00	\$ 400.00	16.67
SIGNAGE	\$ -			\$ -	0.00
LINEN SERVICE	\$ 2,100	626.65		\$ 626.65	248.35
GAS/OIL/LUBE	\$ 13,500	183.08	4,973.27	\$ 5,156.35	468.65
CHEMICALS	\$ 1,500			\$ -	625.00
CITY OF DOUGLAS LOAN	\$ 3,600			\$ -	1,500.00
MISCELLANOUS	\$ -	1,090.55	242.87	\$ 1,333.42	(1,333.42)
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>\$ 48,292</b>	<b>19,236.27</b>	<b>15,761.98</b>	<b>\$ 34,998.25</b>	<b>(14,876.58)</b>
<b>INVENTORY</b>					
PRO SHOP ITEMS	\$ 3,000	1,357.29		\$ 1,357.29	(107.29)
FOOD	\$ 2,500	696.91		\$ 696.91	344.76
BEVERAGES	\$ 21,736		18,968.99	\$ 18,968.99	(9,912.32)
<b>TOTAL RESTAURANT &amp; BAR EXPENSE</b>	<b>\$ 27,236</b>	<b>2,054.20</b>	<b>18,968.99</b>	<b>\$ 21,023.19</b>	<b>(9,674.86)</b>
<b>WORKERS COMP</b>					
HAZARD INSURANCE	\$ 1,215		1,101.00	\$ 1,101.00	(594.75)
INSURANCE CLAIMS/DEDUCTIBLE	\$ 19,141		14,064.20	\$ 14,064.20	(6,088.78)
<b>TOTAL INSURANCE</b>	<b>\$ 20,356</b>	<b>-</b>	<b>15,165.20</b>	<b>\$ 15,165.20</b>	<b>(6,683.53)</b>
<b>UTILITIES</b>					
DIRECT TV	\$ 2,400		892.40	\$ 892.40	107.60
ELECTRIC CC	\$ 13,500		6,579.36	\$ 6,579.36	(954.36)
ELECTRIC GOLF	\$ 30,000		8,602.51	\$ 8,602.51	3,897.49
WATER/SEWER/TRASH	\$ 20,186		9,025.77	\$ 9,025.77	(614.94)
NATURAL GAS	\$ 2,700		544.95	\$ 544.95	580.05
RV UTILITIES	\$ 20,500		3,780.02	\$ 3,780.02	4,761.65
CELL PHONE	\$ -		-	\$ -	0.00
<b>TOTAL UTILITIES</b>	<b>\$ 89,286</b>	<b>-</b>	<b>29,425.01</b>	<b>\$ 29,425.01</b>	<b>7,777.49</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 346,260.00</b>	<b>79,711.89</b>	<b>82,135.75</b>	<b>\$ 161,847.64</b>	<b>(17,572.64)</b>
<b>DEBT SERVICE</b>					
LEASE PURCHASE - CARTS	\$ 19,690		9,522.40	\$ 9,522.40	(1,318.23)
LEASE PURCHASE - MOWERS	\$ -			\$ -	0.00
<b>TOTAL DEBT SERVICE</b>	<b>\$ 19,690</b>	<b>-</b>	<b>9,522.40</b>	<b>\$ 9,522.40</b>	<b>(1,318.23)</b>
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 365,950</b>	<b>79,711.89</b>	<b>91,658.15</b>	<b>\$ 171,370.04</b>	<b>(18,890.87)</b>
<b>NET CASH</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	

47%

BUDGETED SUBSIDY	\$	170,000.00
TOTAL SUBSIDY AS OF 11/30/19		94,198.36
LESS ANNUALIZED COSTS		(7,397.70)
REVISED SUBSIDY AT 11/30/19		86,800.66

BUDGETED SUBSIDY AT 11/30/19	\$	70,833.33
<b>DIFF - SUBSIDY ACTUAL VS BUDGETED</b>	<b>\$</b>	<b>(15,967.33)</b>

Through November 30, 2019 we are over the budgeted subsidy by \$15,967.33

**RESIDENTIAL LEASE AGREEMENT**

**Tenant Name:** \_\_\_\_\_

**Landlord Name:** DOUGLAS PUBLIC FACILITY MUNICIPAL PROPERTY CORPORATION

**Lease Term (Year or Months):** \_\_\_\_\_ **Lease Start Date:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

1. **IDENTIFICATION OF LANDLORD AND TENANT.** This Agreement is entered into between DOUGLAS PUBLIC FACILITY MUNICIPAL PROPERTY CORPORATION, hereinafter referred to as "Landlord", and \_\_\_\_\_, hereinafter to as "Tenant," this \_\_\_\_\_ day of \_\_\_\_\_ . Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, in its present condition, and for residential purposes only, the premises located at the Golf Course at **1372 E. Fairway Drive**, Douglas, Arizona 85607 ("the premises").
3. **TERM OF THE TENANCY.** The term of the rental will begin on \_\_\_\_\_ and end on \_\_\_\_\_.
4. **PAYMENT OF RENT.** Tenant agrees to pay rent in the amount of \_\_\_\_\_ per month, each payment due on the \_\_\_\_\_ day of each month, and is delinquent on the next day. The rent will be paid to \_\_\_\_\_ at: \_\_\_\_\_ premises \_\_\_\_\_, Douglas, AZ, or to be deposit on Bank of \_\_\_\_\_", account#00000000, or at any other location specified by Landlord in writing to Tenant.
5. **RENT PRORATION.** If the term commences on a day other than the first day of a calendar month, Tenant will pay to Landlord a prorated monthly rent of \_\_\_\_\_ for such month. This amount will be paid on or before the date Tenant moves in.
6. **LATE CHARGE.** In the event that any rental payment, or portion thereof, required to be paid by Tenant is not made within \_\_\_\_\_ days of when due, Tenant will pay to Landlord, in addition to such rental payment, a "late fee" of \_\_\_\_\_ plus \_\_\_\_\_ per day thereafter. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **RETURNED CHECK AND OTHER BANK CHARGES.** If any check given by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \_\_\_\_\_.
8. **SECURITY DEPOSIT.** On signing this Agreement, Tenant will pay to Landlord the sum of \_\_\_\_\_ as a security deposit. This

security deposit will be held as security for the repair of any damages to the residence by Tenant. This deposit will be returned to Tenant within 30 after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, minus any amounts needed to repair the residence. Landlord will give Tenant an itemized written statement of the reasons for any of the security deposit retained by Landlord. Other details on the security deposit furthermore tenant will pay to landlord a \$100 nonrefundable deposit to be used as a cleaning deposit.

9. **UTILITIES.** Tenant will pay all utility charges, except for the following, which will be paid by Landlord: N/A. Tenant shall hold Landlord harmless from all cost or expenses resulting from Tenant's failure to pay any utility bills.
10. **OCCUPANTS.** Regular occupants of the premises will be restricted to those parties who have signed this Agreement and the following named individuals \_\_\_\_\_ . The stay of any other person will not exceed ZERO DAYS without written authorization of Landlord or Landlord's agent. Tenant will pay additional rent for the period of stay of any authorized occupant at the rate of NOT ALLOWED per month and acceptance of such payment by Landlord will not waive any requirement of this Agreement.
11. **ASSIGNMENT AND SUBLETTING.** Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. The consent by Landlord to one such subletting will not be deemed to be consent to any subsequent subletting.
12. **CONDITION OF PREMISES.** Tenants has examined the premises, including appliances, fixtures, carpets, blinds and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord-Tenant checklist.
13. **TENANT'S MAINTENANCE RESPONSIBILITIES.** Tenant agrees to maintain the residence in a clean and sanitary manner and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for normal wear and tear and any additions or alterations authorized by Landlord. Tenant also agrees to immediately notify Landlord or any defects or dangerous conditions in and about the premises of which Tenant becomes aware, and to reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or invitees through misuse, accident or neglect. **TENANT AGREES TO MAINTAIN THE BACK YARD, MAINTAINING & KEEP ALL PLANTS WATERED AS NEEDED. TENANT ACKNOWLEDGES THAT IT IS THEIR RESPONSIBILITY TO TRIM AND MAINTAIN THE BACK LAWN. TENANT WILL NOT ATTEMPT TO REPAIR ANYTHING AS IT WILL BE THE RESPONSIBILITY OF THE LANDLORD TO DO REPAIRS. TENANT WILL NOTIFY LANDLORD IMMEDIATELY OF NOTICE OF ANY REPAIRS THAT NEED TO BE DONE. FAILURE TO DO SO MAY CAUSE TENANT TO BE RESPONSIBLE FOR SUCH DAMAGES THAT MAY BE CAUSED FROM SUCH REPAIRS. TENANT AGREES TO CHANGE AIR CONDITIONING FILTER ONCE A MONTH. TENANT HAS RECEIVED A COPY OF THIS LEASE AND AGREES TO OBIDE BY SUCH RULES AND UNDERSTANDS TO MAKE THESE RULES AND REGULATIONS A PART OF THIS LEASE. FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS CAN BE GROUNDS OF THIS LEASE TERMINATION.**
14. **REPAIRS AND ALTERATIONS BY TENANT.**
  - A) Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations in or about the premises, including, but not limited to, painting, wallpapering, installing antenna or satellite dishes, placing signs, displays or other exhibits, or using screws, fastening devices, large nails or adhesive materials.

- B) Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- 15. SMOKE DETECTOR.** The premises are equipped with 4 smoke detector(s). Tenant acknowledges that the smoke detector(s) have been tested and their operation explained by Landlord to Tenant, and that the smoke detector(s) are working properly; Tenant agrees to inspect and test the smoke detector(s) monthly or as needed; to replace the batteries as needed; to notify Landlord promptly in writing of any smoke detector defects or malfunctions; and to not remove, dismantle or otherwise render the smoke detector(s) inoperable.
- 16. PETS.** Tenant will keep no domestic or other animals on the premises, even temporarily, except properly trained dogs needed by blind, deaf or disabled persons and only under the following conditions: BY PAYING A \$1,000 SECURITY DEPOSIT.
- 17. LIQUID FURNITURE.** No liquid furniture of any kind, including, but not limited to waterbeds, is allowed on the premises without the prior written consent of Landlord.
- 18. HAZARDOUS MATERIALS.** Tenant will not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 19. LANDLORD'S RIGHT TO ACCESS.** Landlord has the right to emergency access to the leased premises at any time and access during reasonable hours to inspect the property, to make repairs or improvements or to show property to a prospective Tenant or buyer. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord will give Tenant 24 HOURS notice before entering.
- 20. ABANDONMENT.** If at any time during the term of this Agreement, Tenant abandons the premises or any part thereof, Landlord will have the following rights: Landlord may, at Landlord's option, enter the premises by any means without liability to Tenant for damages and may re-let the premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting. Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of re-letting the premises. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the premises if Tenant removes substantially all of Tenant's furnishings from the premises, if the premises are unoccupied without notice to Landlord for a period of time which could be construed as abandonment under state or local law or ordinance, or if it would otherwise be reasonable for Landlord to presume under the circumstances that Tenant has abandoned the premises.
- 21. EXTENDED ABSENCES BY TENANT.** Tenant agrees to notify Landlord in advance if Tenant will be away from the premises for more than 7 consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.
- 22. POSSESSION OF THE PREMISES.** A) if, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement. B) If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including but not limited to partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice

as require by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

- 23. RULES AND REGULATIONS.** Tenant agrees to comply with all rules and regulations of Landlord which are at any time posted on the premises and/or delivered to Tenant. Tenant will not, and will ensure that Tenant's guests and invitees will not: disturb, annoy, endanger, or interfere with other tenants of the building or neighbors; use the premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband; violate any law or ordinance; commit waste (severe property damage); or be a nuisance on or about the premises.
- 24. DISCLOSURES.** Tenant acknowledges that Landlord has made the following disclosures regarding the premises.
- 25. INSURANCE.** Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor will Landlord be responsible for any loss of Tenant's property, whether by theft, fire, riots, acts of God, or otherwise. Tenant is advised to purchase Tenant's own insurance (Renter's Insurance) to cover any such losses.
- 26. GROUNDS FOR TERMINATION OF TENANCY.** The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with the appropriate notice to Tenant and procedures as required by law.
- 27. AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:
- [ ] Landlord, at the following address:
- \_\_\_\_\_
- [ ] the manager, at the following address:
- \_\_\_\_\_
- [ ] the following person, at the following address:
- \_\_\_\_\_
- 28. PAYMENT OF COURT COSTS AND ATTORNEY FEES IN A LAWSUIT.** In any action or legal proceeding to enforce any part of this Agreement, each party shall be responsible for their own attorney fees and courts costs.
- 29. VALIDITY OF EACH PART.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.
- 30. GOVERNING LAW.** It is agreed that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Arizona.
- 31. ENTIRE AGREEMENT.** This document and any attachments constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded. Any modification to this Agreement must be in writing signed by Landlord and Tenant.

\_\_\_\_\_  
Landlord/XXXXXXX

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/XXXXXXXX

\_\_\_\_\_  
Date