



TENANT HANDBOOK

(Lease Addendum)

Your Property Manager Is:
Brad Snyder

Your Address Is:



***Sierra Vista Realty** fully support the principles of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), as amended, which generally prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

INTRODUCTION



Dear Resident:

Thank you for choosing Sierra Vista Realty to help you in locating a home. We hope that we are able to help you in settling into your new home with as little inconvenience as possible. We understand the problems that can arise in any move, and have tried to anticipate your needs for a smooth transition into your new home. Please read the attached tenant handbook, which explains the lease agreement more fully. It will also answer many questions that, from experience, we have found are frequently asked.

Property Management Office Hours: Monday - Friday 8:30 AM to 5:00 PM (except on holidays) We have a mail slot through which you may drop your rental payment after office hours.

Our property management department is closed on weekends and holidays, but our sales department is open Monday through Saturday. Attempting to do business on Saturdays can be frustrating to residents as well as the sales staff; the sales staff cannot resolve routine repairs or administrative problems. I will contact a repairman to handle emergency repairs only. Please don't expect them to be able to assist you with any other request; they will advise you to contact me in property management during normal business hours. Your cooperation and understanding is appreciated.

Phone Calls: To contact our office please call 520-458-4388. For emergencies (described below) after hours call 520-227-6694.



Sending Correspondence to Sierra Vista Realty: When sending us correspondence, please mail directly to our office at 301 N. Garden Ave., Sierra Vista, AZ 85635. Or you may email me at brad@BradSnyder.com.

Welcome Home!

Brad Snyder

**Associate Broker/Property Manager
Sierra Vista Realty**

UTILITY & FREQUENTLY CALLED NUMBERS

Important: Unless your lease indicates otherwise, utilities are the responsibility of the resident. Call Utilities to have them switched into your name(s) before the first day you move in.

Electric Service

Sulpher Springs Electric: (520)458-4691	APS Electric: (520)364-4451
Arizona Small Utility Co: 800-895-0426	

Water Service

Arizona Water Co: (520)458-5660	East Slope Water Antelope Run Water Indiada Water 800-315-5333 www.southwesternutility.com
Liberty Water Co: (520)458-5470	
Pueblo Del Sol Water: (520)458-3742	
Huachuca City Water: (520)456-1354	

Gas Service

Southwest Gas: (877) 860-6020	Barnets Propane: (520)458-4541
Amerigas: (520)378-2326	Blue Flame Gas: (520)366-5734

TV Service

Cox Communications: (520)458-4705	Direct TV: (800) 595-9931
Dish Network: (877) 305-4884	

Sanitation Service

Sierra Vista Sanitation: (520)458-3315	Waste Management: (520)458-2421
Sunrise Sanitation: (520)803-0033	Refuse Special Pickup: (520)458-7530

Telephone Service

Qwest Communication: 800-244-1111

Newspaper Service

Sierra Vista Herald: (520)458-9440

Post Office

Delivery Service: (520)458-0554	Delivery Service Info: (520)458-2540
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Police/Fire Numbers

All Emergencies: 911	Highway Patrol: (520)746-4500
Police - Non-Emergency: (520)458-3311	Fire Administration: (520)458-3319
Sheriff's Office: (520)452-4977	

City Phone Numbers

City Hall: (520)458-3315	Public Works: (520)458-5775
City Manager: (520)458-3315	Special Pick-Up: (520)458-7530

GENERAL INFORMATION



Positive picture ID is required - You must be able to present current photo identification such as driver's license, military or state identification card or passport in order to verify your identity.

The lease agreement is a legal contract between you and your landlord. Sierra Vista Realty is a legal agent for the landlord acting under the authority and direction of the landlord by way of a property management agreement, but is not a party to the lease. It is our responsibility to collect rent, arrange for any necessary maintenance or repairs, inspect the property periodically and answer any questions or concerns that may arise with respect to the home or your lease agreement. You will most likely never meet your landlord.

Occupancy Standards- We adhere to the Arizona occupancy standards of 2 persons per bedroom.



Rent Payments- In accordance with the provisions of your lease, your rental payment is due on or before the 1st day of each month. If you fail to pay any month's rent, utility charges or cost of repair(s) as provided in the lease agreement, you will be charged late charges until your rent is paid in full. However, if we receive the rent by 5:00 p.m. on the third (3rd) day of the month, we will waive the late charges for that month. **Our firm does NOT accept cash payments of any kind.** We will accept cashier's checks, money orders and personal checks and we offer a online rent payment option as well and you only need an email address and a checking account to use the online payment option. Your cooperation in adhering to this payment policy is appreciated.

Late Fees- If rent is not received in our office by 5pm on the 3rd day of each month, you will be assessed a late fee. The late fee is 10% of the rent on the 4th of the month, plus an additional \$5 per pay until the balance is paid in full (unless otherwise noted in your lease). If a "5-day" notice has been prepared, there will also be a notice fee assessed. The notice fee is typically \$50. There may be some tenants who have a different fee schedule, based on their lease agreement.

Non-Sufficient Funds (NSF) Checks- The consequences of a rent check being returned to us for non-sufficient funds (NSF) are costly. After receiving an NSF check, we will no longer accept your personal check for payment of future rents, maintenance charges, etc. When your rent check comes back NSF, it is as if rent has never been paid. At that point, it costs you a NSF check handling charge, plus the late charge printed in your lease. These charges accrue in accordance with your lease. Once we have communicated with you and have made notations of your intentions to make your NSF check good with a money order or cashier's check (no personal checks), it is up to you to fulfill this agreement. Failure to do so will leave us no option but to deliver a "Notice To Quit and Vacate". NSF rent checks will not be re-deposited.

Post Dated Checks- We do not accept post dated checks. Rents remaining unpaid beyond the 3rd day of the month are delinquent and are subject to the Late Fee stated in your lease agreement

Joint and Individual Obligations- If there is more than one tenant, each one shall be individually and completely responsible for the performance of all obligations of tenant jointly with every other Tenant, and individually, whether or not in possession.



Move-In Inspection- We have made every effort to have you home in good condition for your arrival. At the time you signed your rental agreement, you were provided with a Move-In Inspection form. You should complete this document and return it to our office within five days following the signing of your rental agreement. The Move-In Inspection form is for your protection. You should list any pre-existing damage or deficiency in the property. It is in your best interest to carefully complete the form. Should you believe it necessary, you are welcome to provide photos or other documentation.

Guests – Any person or persons staying more than three weeks each quarter will be considered residents, unless prior written permission is obtained from management. If occupant will be permanent, a written application with credit & background reports are required on all occupants over the age of 18. Only those persons listed on application/lease have permission to occupy the premises. You will be responsible for the behavior of your guests, their children and your children. All portions of this agreement also apply to any guests.

Renter’s Insurance – It is the management’s strong recommendation that renter’s insurance be obtained for the protection of you, your guests, and your personal belongings. Management is never, under any circumstance, responsible for your personal belongings.

Pet Policy- Each property owner has set their own pet policy. Fish and small caged animals are allowed on the property and do not require specific permission from your Landlord. Most will allow a small dog, but most will not allow cats. Due to insurance coverage requirements, no properties allow the following breeds: Ferrets, Dobermans, Pitbulls, Rotweillers or any attack trained animals. An additional deposit may be charged for any approved pet.



A maximum of two pets are allowed. The first pet requires a \$250 dollar refundable pet deposit for a dog and \$250 non-refundable pet deposit for a cat (if cat is approved by owner). Animals are only allowed with prior approval of the owner and Sierra Vista Realty. Each animal must be 35 pounds or less and older than 18 months old. Upon move-out, the property must be professionally treated for odor and pests. As a pet owner, you must accept full responsibility for your pet. The ability to have a pet is considered a privilege and not a right.

Good Neighbors- Tenants are responsible for keeping houses and yards clean and free of trash, etc. If a house is determined to be unclean, tenants will be given notice to clean the area and a walk through of the property will be done after the deadline. If the condition of a yard is such that it must be cleaned for the tenants, tenants will be billed for the cleaning. Repeated problems could result in eviction.



Parking/Vehicles – All vehicles must be parked in assigned areas (garages, parking lots, driveways, etc.) or on the public streets where allowed. No parking on the lawns, sidewalks and other areas not designated for parking. All vehicles must be registered, licensed and operable at all times. No vehicle repairs (except minor repairs e.g. changing a tire) are allowed at any time. No oil/fluid stains are allowed on the driveway, garage floor or any other area on the premises. Please discard all oils or fluids properly. Any vehicle that is in an unsightly state of disrepair, has flat tires, is jacked up on supports, and lacks proper registration or licensing may not remain

on the property for more than 24 hours. Vehicles violating this rule are subject to towing at the owner's expense.

Disturbances Noise and Nuisance - All Tenants, residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind is cause for eviction. This includes loud, lewd music, or vulgar or profane language. If music or other sound can be heard outside the perimeter of the premises leased, it is considered too loud.

CC&R'S – These are the rules and regulations set forth by the homeowner's association. Please read through them (you may request copies from homeowner's association,) as you will be required to obey all rules and regulations. Any fines set forth by the homeowner's association for not obeying these regulations will be assessed to you.

Get to Know Your Property- When you first move-in, locate the breaker box and note the ground fault circuit breaker (some of these are located by the sinks and not at the breaker box), where the stove, hot water heater and air conditioner breakers are. Also locate the water shut off for the house. It usually is in the front yard near the street. Also locate the water shut off for the hot water heater and for under the sinks. Locating these items now may eliminate damage later.



Sierra Vista Realty is the leader in Smoke free housing. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Any smoking inside of home will automatically forfeit your security deposit.

Storage - All personal items must be contained inside of the unit or inside your storage room/Garage if you have one. Bicycles, strollers, or other equipment should be stored inside of your unit or your garage/storage room if you have one, and with a minimum of visual impact from the street.

Signs – Resident may not publicly display any sign or exhibit on the premises without prior written consent of owner.



Periodic Inspections will be made approximately every six months to protect your and the owners' interests. This inspection should take between thirty minutes and one hour and is normally coordinated around the lease renewal. A video or photos may be taken at this time.

Buying your own home? Sierra Vista Realty is pleased to rent you a home. However, you may want to buy a home the future. We do not consider this a disloyalty. Tell us first when you are considering this.

The Arizona Residential Landlord and Tenant Act Info:

www.azsos.gov/public.../residential_landlord_tenant_act/residential.pdf

MAINTENANCE INFORMATION



For routine maintenance items call (520)458-4388. This is a business telephone. It has an answering machine on it 24 hours a day. If you reach the answering machine remember to give your full name, your address, your telephone number and the nature of your call. Please leave the time and date of your call.

Repairmen are not employees of our company and consequently, we do not control their work hours. Please advise us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner. If you require a special appointment time with a repairman that results in the repairman billing us an extra fee, you will be billed the amount that exceeds the regular service fee.

****** If our repairmen have made arrangements with you (the tenant) to complete a repair, and they are unable to access the property, the tenant shall be responsible for paying a trip charge.**

If one of our repairmen report that a problem was due to your negligence, you will be billed the total expense of the repair bill. If you call a repairman, we cannot reimburse you for the amount of the bill. You will receive a monthly statement from our office and the billed amount must be paid with the next month's rent.

Please keep in mind that while your problem may cause you inconvenience or discomfort, it may be something that can wait until the next normal working day. Again, your cooperation in this matter is appreciated. Please do not vent your frustrations on the serviceman sent to help you.



For EMERGENCY REPAIRS AFTER HOURS:

CALL 520-227-6694 and leave a message, you will receive a return shortly. For ACTUAL Emergencies call 911.

Use your good judgment about what constitutes an urgent maintenance situation. An emergency is fire, flood, blood, when danger is present or property damage has occurred or is about to occur. If the situation is merely an inconvenience rather than a danger to the occupants or a detriment to the property, please call during business hours.

What constitutes an emergency? Uncontrolled water leaks, roof leaks, gas leaks, frozen pipes, structural damage, trees fallen on home etc. In general, if waiting until the next business day to have the problem resolved is going to result in further damage or problems, it would be considered an emergency situation.

What does not constitute an emergency? Locked out, leaky faucet (into sink/tub), running toilet, broken appliances etc. If further damage or destruction is not going to occur as a result of solving the problem on the next business day, it is not an emergency.

If the problem is an emergency maintenance situation please do what you can to mitigate the situation (i.e. shut off water valve etc.)

Some examples of maintenance you are expected to do at your own expense:

- ✓ *Replace light bulbs*
- ✓ *Replace heat/ac filters EVERY OTHER MONTH*
- ✓ *Treat for bugs*
- ✓ *Replace batteries in smoke detectors annually and test smoke alarms monthly. (please notify Sierra Vista Realty if smoke detector does not work)*
- ✓ *Drain Clogs including garbage disposal and dishwasher clogs unless caused by mechanical failure*

Initial _____ / _____ **If your unit has a washer & dryer, it is there As-Is and for your convenience. The property owner will not be responsible for repairs.**

Examples of repairs for which you will be held responsible:

- ✓ Any unusual damage or extraordinary wear on any of the floors, walls, ceilings, caused by pets, animals, children, guests, smoking or any unusual or unreasonable use.
- ✓ *Unauthorized Repairs- Please do not make any repairs or authorize any maintenance without written permission from Sierra Vista Realty. All repairs must be authorized by us.*
- ✓ *No painting of any areas of any kind inside or outside of the premises without prior permission from management.*

Lost Keys- If your keys to your home or garage door openers are lost or stolen, report it to the police. If they were lost with your identification, you may want to have the locks changed. In that event, contact the Property Management Office who will make or approve the lock change (you must provide a copy of the keys to the management company immediately).

Lock Out- After office hours (later than 5:00 PM during the weekday or weekends), there is a minimum \$50 dollar fee for an emergency maintenance response.

NOTE: A tenant shall not change locks on the dwelling unit without the permission of the landlord. If you are considering installing a personal security /alarm system in your home, YOU MUST FIRST CLEAR IT WITH PROPERTY MANAGEMENT.

Sewer Stoppage- You are responsible for the cost to correct plumbing damage and sewer stoppage caused by your use. You are not responsible for if the stoppage is due to a collapsed line, or if tree roots interfere with the line and cause breakage. If the sewer needs augering due to a stoppage caused by your abuse or negligence, you will be charged the full expense of unclogging the sewer line.

Garbage Disposals- Disposals are for **soft foods only** and should not be used for waste disposal in place of your trash can. Course foods, broken glass, fish gravel, coins, beans, and other debris may cause your disposal to jam. If the disposal needs augering or repaired caused by your abuse or negligence, you will be charged the full expense of the repair.



Pest Control- Routine pest control of mice, ants, roaches, etc., is your responsibility. The property owner does not provide this service, unless noted in writing upon initial check-in and then only a one-time treatment.

Smoke Alarms- All rental property must have a minimum of one smoke alarm. You should check the alarm periodically to insure it is operating properly. The primary cause of an inoperative unit is "dead" batteries; it is your responsibility to replace them. Some alarms will beep to indicate a weak battery. To check the battery, push the test button gently. If the batteries are okay, the alarm will sound. Notify us immediately if your home does not have a smoke alarm or if the one(s) you have are inoperative.

Evap Cooling- Your home may have an evap cooler and if you are new to the area you may not know what it is or how it works. An evaporative cooler (also swamp cooler, desert cooler and wet air cooler) is a device that cools air through the simple evaporation of water. Evaporative cooling differs from typical air conditioning systems which use vapor-compression or absorption refrigeration cycles. The process by which an evaporative cooler cools the air is very similar to a large-scale cool mist humidifier in many ways.

Effective evaporation which provides the cooling effect requires a continuous, unrestricted flow of air. If the cooled air cannot escape, humidity may build up to uncomfortable levels and evaporation will decrease. For best results, always have several windows cracked open about 2 to 3 inches to allow the air to flow through each room. This ensures that you get a constant supply of fresh cool air and that the warm and stale air is pushed out.



Yard Care- You have chosen to rent a home you are agreeing to take on certain responsibilities and obligations in maintaining the yard. Watering and maintenance of the landscaping will be the Tenant's responsibilities. Plants and lawns shall be watered adequately. Lawns are to be mowed and weeds pulled on a weekly basis. If maintenance is not kept, the Property Manager will give the Tenant five (5) days to correct the condition. If after five days, the lawn care is not completed, the Property Manager will then provide gardening service for which Tenant agrees to pay a minimum of \$75.00 each time. Payment is due with Tenant's next monthly rental payment. It is the Tenant's responsibility to purchase hoses, sprinklers, and any equipment necessary to maintain the lawn and grounds. Any replacement or work that is necessary because of Tenant's negligence will be charged to the Tenant and/or withheld from Security Deposit for replacement.

Initial ____ / ____ **If your unit has any lawn equipment, it is there As-Is and for your convenience. The property owner will not be responsible for repairs.**



YOU are responsible for stopping further damage from occurring, if possible. If there is a leak, stop the water source immediately. If the problem is electrical, turn off the breaker serving that appliance or area until the repairman arrives. Sierra Vista Realty will make any necessary repairs within a reasonable time. You will not be reimbursed for any unauthorized repairs you make.

LEASE TERMINATION or EXTENSION



Lease Expiration- Your lease will automatically convert to a month to month lease at the end of your lease unless a new lease is signed or a “notice of intent to vacate” is given 30 days prior to the end of your lease.

Lease Renewals- Upon receipt of your renewal intention letter, we will contact you to schedule an informal walk-through. This walk-through will take approximately 10 – 15 minutes and will serve as a recommendation to renew or not renew your lease. Upon completion of the walk-through a lease extension can be signed.

Breaking Your Lease- The forfeiture of the deposit as a penalty for premature cancellation of the tenancy does not excuse you from other obligations of your lease including paying rent until re-leased or the lease expires whichever comes first. You must leave the premises clean, undamaged and ready for occupancy. Check-in and check-out inspections are required.

Thirty Days Written ‘Notice of Intent to Vacate’ is required when terminating a month-to-month lease or at the end of the lease term and must be issued no fewer than thirty (30) days in advance of the next due date (A.R.S. § 33-1375(B)). THE WRITTEN NOTICE IS REQUIRED EVEN IF YOU INTEND TO VACATE AT THE END OF THE LEASE. The notice should state a definite moving date. The lease stipulates the forfeiture of the entire security deposit if a 30-day notice is not given.

Home Showings- Thirty days prior to your departure date we may place a sign in the yard and begin showing the property to prospective residents. We will give you a 48 hour notice of our intent to show the home. Please do not allow any prospective residents in your home unless accompanied by a real estate agent. Showings will be scheduled between 9:00 a.m. and 6:00 p.m. Monday thru Sunday unless otherwise authorized. Your lease allows us to enter your home for the purpose of showing the property.

Move-Out Procedures- A move-out inspection of your home must be accomplished before any security deposit can be refunded. The move-in inspection will be used as a reference for move-out. If you desire to be present for the move-out inspection please call for a move-out appointment. Please accomplish this at least ten (10) WORKDAYS prior to your desired move-out date. Move-outs will only be scheduled MONDAY - FRIDAY, between 9:00 a.m. and 3:00 p.m. (except on holidays). We give you the privilege of completing your initial report without Management looking over your shoulder; please give us the same consideration. If you are not present, Management's report is final. Please be certain the property is ready for inspection at the appointed time; if the inspector is required to make another trip or appointment you will be charged \$25.00. Utilities must left on for three business days after move-out. Please allow a minimum of half hour for the inspection. This inspection will determine deductions from your security deposit. At move-out provide the inspector your forwarding address to insure timely receipt of deposits and notices.

Your Security Deposit is held in an escrow account. **The security deposit may not be used to pay rent under any circumstances!** When your lease is terminated and your move-out is completed and all keys/openers have been returned your deposit will be returned to you less any charges against it (see you're Rental Agreement) within fourteen (14) business days. It is important we have a forwarding address to send your deposit to you timely.

MOVE-OUT INSTRUCTIONS



The move-out checklist will be used to make sure the home is clean and in the proper condition so we can quickly authorize the release of your security deposit. We expect the premises to be in the identical condition as when you moved in. The Property Manager will have the final responsibility for determining “normal wear and tear” and what is the result of damage, abuse or neglect.

ALL repairs or maintenance items that are necessary to return the premises are in the identical condition as in the pre-occupancy inspection are **the responsibility of the Tenant**. The cost of these repairs and maintenance items will be deducted from the Security Deposit or charged to you afterwards.

- ✓ Return the condition of your home to that upon move in
- ✓ All nails or other holes in the walls must be filled or repaired properly
- ✓ Sweep ceilings for cobwebs and dust
- ✓ Clean blinds, windows, window sills inside and out
- ✓ Clean all ceiling fans, light fixtures, replace missing or burned out light bulbs
- ✓ Clean all interior and exterior doors, walls, trim, and baseboards
- ✓ Clean refrigerator with a mild soap and leave it turned on. Clean the underneath, behind, grillwork, inside all door gaskets, and the drip pan
- ✓ Clean stove, drip pans, clean the oven, racks, oven door, broiler parts, vent hood, under the hood and filter
- ✓ Clean all cabinets, drawers and shelves, inside and out
- ✓ Bathrooms should be thoroughly scrubbed to include toilet bowls & base, sink, mirror, vanity, floor, bathtub/showers & walls
- ✓ Fireplace cleaned (if applicable)
- ✓ Change the heat/AC filter, clean the grate, vacuum all vents and bathroom vent fans.
- ✓ Mop all floors, where appropriate, & clean ceramic tile
- ✓ All carpeting must be professionally steam cleaned. If you own pets, carpets must also be **deodorized and be flea bombed**. (Please provide copy of receipt)
- ✓ Mow yard, trim shrubbery, prune small trees, edge & sweep all walkways & driveways. Pick up all trash
- ✓ Remove all personal items and garbage from the house, garage, and storage areas
- ✓ Notify utility companies that you will be vacating the premises and ask for closing bills.
- ✓ **Leave the utilities on for three business days after your departure to allow time for inspections.**
- ✓ Return all keys and remotes. ALL keys and garage door remotes MUST BE returned to your manager on the last day

CARPET CLEANING: We ask that the resident's chose a carpet-cleaning company who guarantee their work to pass our inspector's scrutiny on the departure inspection. The charge for re-cleaning the carpet will be deducted from your deposit if it is not.



RECEIPT AND ACKNOWLEDGMENT & SECURITY DEPOSIT ADDENDUM



I have received a copy of the Sierra Vista Realty Tenant Handbook. It is your responsibility to read, understand, if necessary, request explanation of the contents to insure full compliance.

Initial ___ / ___ Resident acknowledges receipt of Property Condition Move-In Inspection and agrees to complete and return within five (5) days otherwise tenant accepts the home based on the Property Manager report.

Initial ___ / ___ The premises are subject to CC&R's, Rules and Regulations or other governing documents which run with the premises and pertain to the use, occupancy and maintenance of the premises. RESIDENT agrees to abide by all such portion thereof, and such reasonable amendments as may from time to time be adopted by the governing board. RESIDENT further agrees to indemnify and hold OWNER harmless from any damages suffered including but not limited to any fines or penalties which may be assessed or levied by any public or private entity, on account of or arising from any violation or breach of such CC&R's or other governing documents.

Initial ___ / ___ Hold Harmless and Waiver: No insurance is provided by the OWNER for RESIDENT's personal property. Resident agrees to indemnify and hold OWNER harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by RESIDENT or any other person on the premises with RESIDENT's consent except as may be negligence of OWNER.

WAIVER: TENANT AGREES TO HOLD AGENT HARMLESS FROM ANY CLAIMS FOR DAMAGES NO MATTER HOW CAUSED. TENANT ALSO AGREES TO BE RESPONSIBLE FOR ANY DAMAGE SUSTAINED BY ANY MEMBER OF HIS FAMILY AND/OR VISITORS. TENANT WILL OBTAIN INSURANCE TO PROTECT FAMILY AND/OR VISITORS ON THE PREMISES.

Tenant has acknowledged receipt of this handbook& addendum to the lease by signing below.

Tenant _____

Date _____

Tenant _____

Date _____

