

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter "Agreement" or "Lease"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Landlord"), and \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**R-E-C-I-T-A-L-S**

Landlord desires to lease the certain real estate located in \_\_\_\_\_ County, Alabama, unto Tenant, and Tenant desires to take and lease said real estate from Landlord, upon the terms and conditions hereinafter set forth; and,

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, Landlord is the owner of certain real property lying and being in \_\_\_\_\_ County, Alabama, more particularly described as: \_\_\_\_\_

(hereinafter referred to as "Property"); and

**NOW, THEREFORE**, the premises considered, and in further consideration of mutual covenants and undertakings hereinafter recited, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, under the terms of this Agreement, the Property described above.

2. **TERM.** The term of this Lease shall be for a period of \_\_\_\_ (\_\_\_\_) years/months, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending at midnight on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter sometimes referred to as "Lease Term"). [INSERT WHETHER EXTENSION OR FINAL EXPIRATION]

3. **NOTICES.** Notices provided for in this Lease shall be deemed received two (2) business days after mailing if sent by United States Mail, postage prepaid, and properly addressed to the address of the respective parties or to such other address as the party may designate to each other in writing from time to time. As an alternative for Landlord, notice may be given to Tenant by posting on Tenant's door at the Property. Unless a written request is submitted requesting alternative notice provisions, Notice may be mailed or hand delivered to:

If to Tenant, to:

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

If to Landlord, to:

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

Further, Landlord has authorized the following persons to manage the premises and act on behalf of the owner for the purpose of service of process and receiving notices and demands:

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

4. **RENT.** Tenant agrees to pay Landlord an annual rent of \$ \_\_\_\_\_ payable in equal monthly installments of \$ \_\_\_\_\_, in advance each month without demand, commencing on the first (1st) day of the first (1st) month of the Lease Term, and on the first (1st) day of each and every month thereafter during the term of the Lease. In the event that the lease term shall commence on a date other than the first day of the month, the amount of rent payable for the first month shall be pro rated.

Tenant shall pay the rent to Landlord at the due date of the rent at the office of Landlord located at \_\_\_\_\_ or such other place as may from time to time be designated by Landlord.

5. **WORTHLESS CHECK SERVICING CHARGE.** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$40 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

6. **ADDITIONAL RENTS, LATE CHARGES.** Tenant agrees to pay unto Landlord all sums provided for in this Agreement. Tenant agrees to make any and all expenditures for which Tenant is responsible as provided in this Agreement. If Landlord shall make any expenditures for which Tenant is responsible, then, at Landlord's election, the amount thereof may be added to the installment of rent next falling due or may constitute an item of account payable on demand by Landlord. If Tenant fails to pay the required rent, and any additions thereto, by the fifth day of the month in which it is due, Tenant shall pay a late fee of ten (10%) percent of the rent payment and other payments then due, and the overdue amount and the late fee shall accrue interest at a rate of eighteen (18%) percent per annum. Any item deemed by Landlord to constitute an item payable on demand shall be paid when demand is made, and if not paid when demand is made, shall also incur a late fee of ten (10%) percent of the amount due, and both shall accrue interest at the rate of eighteen (18%) per annum. The assessment for payment of such fees and interest shall not relieve Tenant of its responsibilities to pay rent and other expenses as provided in this Agreement.

7. **SECURITY DEPOSIT AND CLEANING FEE.** Landlord and Tenant agree that Tenant will deposit with Landlord the sum of one month's rent, \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) [said deposit shall not exceed one (1) month's rent except for the case of pets] on the date of or prior to the commencement of the term of this Lease, to be held without interest, as security for the payment of any damages to the Property, and for any and all sums of money for which Tenant shall or may become liable to Landlord under this Agreement, and for the faithful performance of Tenant of all other covenants and agreements under this Lease. Landlord and Tenant agree that \$250.00 of said security deposit is a non-refundable cleaning fee. This security deposit, less the non-refundable cleaning fee, will be returned to Tenant within **sixty (60)** days after the termination or expiration of this Lease, and any renewal thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements imposed upon Tenant. The Landlord shall provide Tenant with an itemized accounting of all deductions from the security deposit. The tenant shall notify Landlord of the address and phone number where Tenant can be reached after the termination of the Lease. If the Tenant fails to provide such information, the deposit may be mailed to the Tenant at the address of the property. One hundred eighty (180) days after the termination or expiration of the Lease, Tenant will be deemed to have relinquished its right to the security deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Landlord against the Tenant under the provision of this Lease.

8. **PETS.** Tenant shall neither keep nor permit any pets on the Property without the express written consent of Landlord prior to such animals being brought onto the Property.

**(OR)**

**OPTIONAL** [If Landlord allows such pets on the Property, Tenant agrees to pay an additional rent of \$30 for the first pet, with \$10 for each additional pet, to Landlord, which shall serve as additional security for any damages caused by any pets upon the premises.] Tenant shall be responsible for all damages caused by or attributable directly or indirectly to such pet. Tenant further agrees to provide and pay for the periodic services of an exterminator to spray the house and surrounding property at least once every three months during the term of the Lease, and at least once after the termination or expiration of the Lease. Any sums paid as additional security pursuant to this section shall be accounted for and returned to the Tenant at the termination of the lease as outlined in Section 7 above.

9. **EXAMINATION OF PROPERTY.** Other than the habitability of the Property, neither Landlord nor its agents have made any representations with respect to the residence, land, appurtenances, improvements, fixtures, appliances or any of the leased Property except as expressly set forth herein, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no representation, statement, or warranty, expressed or implied, in fact or in law, has been made by or on behalf of Landlord as to the title, nature, and condition of the leased Property. Landlord makes no representation or warranty as to, and Tenant hereby relieves Landlord of all such liability related to, the condition of the Property.

Tenant has examined the leased Property, and the taking of possession of the Lease Property by Tenant shall be conclusive evidence that *Tenant accepts the leased Property "as is"* and that the leased Property was in good condition at the time possession was taken.

10. **USE OF PROPERTY.** The Property during the term of this Lease shall be used and occupied solely as a single family residence for Tenant and Tenant's immediate family, said occupancy not to exceed \_\_\_\_\_ persons, and in no event shall the occupancy exceed the maximum number allowed by local law or ordinance. Tenant shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of Landlord. Under no circumstances shall the leased Property be used in any way for the conduct of any business activity, including, but not limited to, the providing of day care services, repair business and hair care business. Tenant agrees and covenants that Tenant, Tenant's family, agents, guests, employees, and invitees, at all times, shall fully comply with all covenants, agreements, conditions, rules and regulations, which are part of this Agreement.

11. **CARE OF PREMISES.** The Tenant shall:

- comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit;
- dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- keep all plumbing fixtures in the dwelling unit or used by the Tenant as clear as their condition permits;
- use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, and other facilities and appliances including elevators in the premises;
- not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises; or knowingly, recklessly, or negligently permit any person to do so; and
- conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

Tenant further agrees that if the Tenant willfully neglects to make said repairs or maintain the premises, the Landlord shall be entitled to injunctive relief and reasonable attorneys fees arising from the Tenant's failure to maintain the premises.

12. **MAINTENANCE AND REPAIRS.** Unless otherwise agreed by the parties, Landlord, at its expense, shall keep the property in good order and condition (except for normal wear and tear) and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property. The Landlord shall:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep all common areas of the premises in a clean and safe condition;
- maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.

(a). Landlord will not be responsible for any costs of repairs or maintenance which are directly or indirectly attributable to the intentionally negligent acts or omissions of Tenant, Tenant's family, guests, agents, invitees, or employees; such expenses or costs being the sole responsibility of Tenant.

(b). Tenant shall perform reasonable periodic inspections of the Property, and Tenant shall notify Landlord of any problems or conditions which require or may require repair or maintenance.

13. **ALTERATIONS.** Tenant shall neither make nor permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws, codes and ordinances. Once made, Tenant shall not remove, alter or destroy such alterations, improvements, and additions without the prior written consent of Landlord. All alterations, improvements, and additions made subsequent to the execution of this Agreement shall become the property of Landlord and shall be surrendered with the Property at the sooner of the termination or expiration of the Lease. Tenant shall indemnify and hold harmless Landlord from all expenses, liens, claims, and damages to persons or property arising out of, or resulting from the undertaking or the making of any alterations, additions, or improvements hereunder. However, if before the expiration or termination of this Agreement or within sixty (60) days thereafter, Landlord directs Tenant to remove any of its additions, improvements, fixtures, or installations, Tenant shall promptly do so and repair any resulting damage. If Tenant fails to affect such removals or make such repairs, Landlord may do so at Tenant's expense.

14. **COVENANT AGAINST LIENS.** Tenant shall keep the property free of any liens or other encumbrances arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that the Landlord voluntarily satisfies a lien against the Property incurred by the Tenant, any payments made by Landlord shall constitute additional basic rent, or at the election of Landlord, an item of account payable on demand.

15. **ACCESS TO PROPERTY.** Landlord, its agents, representatives and employees, at all reasonable times, may enter said Property for the purposes of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said Property, (3) exhibiting the Property to prospective tenants, purchasers, or other persons, and (4) accessing Landlord's other property, to decorate, remodel, alter, and otherwise prepare the Property for reoccupancy, and any entry by or on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any right of Tenant, and shall not alter the obligations of the Tenant hereunder or create any right in Tenant adverse to the interests of Landlord. Rent shall not abate in any manner during any permitted entry, unless it is impracticable to do so. Landlord shall provide at least two (2) days' notice of the Landlord's intent to enter the premises by posting notice on the door of the residence of the intent to enter and may enter only at reasonable times. In the event of an emergency, Landlord may enter the premises without the consent of the Tenant.

16. **DEFAULT.** The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default") shall constitute a breach of this Agreement and Landlord shall have the right to terminate this Lease or take any action provided for in this Agreement or allowed by law:

(a) If Tenant shall default in observing, performing, or keeping any term, provision, covenant or condition of this Agreement on Tenant's part to be kept, observed, or performed (other than covenants for payment of basic rent or additional rent) and shall not cure such default within seven (7) calendar days after Landlord gives Tenant written notice thereof. However, failure of Landlord to give such notice shall not be deemed a waiver of such event of default.

(b) If the leased Property becomes vacant or deserted for a period of fourteen (14) days without prior notice to the Landlord of the extended absence of the tenant no later than the fifth day of the extended absence, the Landlord may enter the premises, and relet the premises.

(c) If this Lease is assigned or the leased Property sublet other than in accordance with the Lease terms.

(d) If rent is unpaid when due and the Tenant fails to pay rent within seven (7) business days after receipt of written notice to terminate the lease for nonpayment and if the rent is not paid within the 7-business day period, the Landlord may terminate the rental agreement at the expiration of the 7-business day period. If noncompliance of any condition of the Lease Agreement occurs under both subsection (a) and this subsection (d), the 7-business day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

Upon the happening of any Event of Default, Landlord, if it shall elect, may collect each installment of rent hereunder as and when the same matures, or terminate this Agreement without further liability to Tenant hereunder, or terminate Tenant's right to possession and

occupancy of the Property without terminating the Lease. In the event Landlord shall exercise such right of election, same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such Event of Default. Landlord may provide notice of lease termination and demand for Tenant to vacate the Property. Upon any termination of the lease term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Property without terminating the term hereof, Tenant shall surrender possession, vacate the Property and deliver possession thereof to Landlord. Upon any termination of the Lease or termination of Tenant's possession or occupancy of the Property, or upon any other default by Tenant, the rent hereunder for the entire period and other payments due to Landlord by Tenant shall become immediately due and payable. However, Landlord's right of election once exercised, shall not prohibit the election of another or different remedy at a later date.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of the Lease, Landlord at its option may enter into the Property, remove Tenant's property and other evidences of tenancy and take and hold possession thereof, without such entry and possession terminating the term of this Lease or otherwise releasing Tenant in whole or in part from all of its obligation however, including, but not limited to, the obligation to pay the rent and expenses herein reserved for the full term hereof. Upon and after entry into possession without termination of the term hereof, Landlord may, but need not, relet the Property or any part thereof for the account of Tenant to any person, firm, or corporation other than Tenant for such rent, for such time, and upon such terms as Landlord in its discretion shall determine. If any rental collected by Landlord upon such reletting for Tenant's account is not sufficient to pay the full amount of the rental herein reserved and other payments, and not theretofore paid by Tenant, together with the cost of any repairs, alterations, or redecoration necessary for such reletting, Tenant shall pay to Landlord the amount of such deficiency upon demand, and if the rent so collected from such reletting is more than sufficient to pay the full amount of the rent reserved hereunder and other payments, together with the aforementioned costs, Landlord, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of the Tenant to Landlord under the terms of this Agreement. The Tenant acknowledges that Tenant may be responsible for the Landlord's attorney's fees incurred by the Landlord as allowed by governing law.

17. **REMEDIES, DEFAULT, AND WAIVER.** Tenant agrees that all remedies herein given to Landlord including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Landlord shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Landlord, expressed or implied, or any breach of any term, covenant, or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, condition, or covenant hereof. Failure of Landlord to declare any default upon occurrence thereof or to insist upon strict performance, or delay in action with respect thereto, shall not waive such default, but Landlord shall have the right to declare such default at any time and take such action as may be authorized hereunder, in law or equity, or otherwise.

18. **SURRENDER OF PROPERTY.** At the expiration or termination of the tenancy hereby created, Tenant shall surrender the leased Property in the same condition as the leased Property was in upon delivery of possession thereto under this Lease with any additions thereto as provided in this Lease, reasonable wear and tear excepted, and shall surrender all keys for the leased Property to the Landlord at the place designated for payment of rent. Tenant shall thoroughly clean the Property and remove all trash and other debris from the Property which was brought to or accumulated on the Property during Tenant's period of occupancy prior to the expiration or termination of the Lease. Tenant shall remove all of its fixtures and any alterations or improvements which Landlord requests to be removed, before surrendering the Property as aforesaid, and shall repair any damage to the leased Property caused thereby. Tenant shall remove all of Tenant's property, or the Property of others which he has permitted on the Property, prior to the expiration or termination of this Lease. Any property not removed upon the expiration or termination of the Lease shall be considered to be abandoned by Tenant, or those who have left the property on the Property, or those having any interest in the property, and Landlord may dispose of the property in any manner it sees fit, or Landlord may claim the property as its own, in either of which events, without liability or obligation to anyone, and with indemnification from Tenant. Any action or non-action taken by Landlord with respect to such property shall not affect, substitute for, or relieve Tenant of any responsibility or obligation under this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

19. **HOLDING OVER.** Should Tenant continue in possession of the Property after the termination or expiration of this Lease and, provided that Tenant is not deemed to have renewed the Lease for another term, or provided Landlord has waived such provision in writing, then, in the absence of a written agreement to the contrary, the Landlord may bring an action for possession and the Tenant shall be responsible to the Landlord for an amount up to three (3) months' rent or the actual damages sustained by the Landlord, whichever is greater, and reasonable attorney's fees. If the Landlord consents in writing to the Tenant holding over, the tenancy shall be month-to-month and the same terms and conditions of this Lease Agreement shall apply during the holdover period.

20. **UTILITIES AND TAXES.** Landlord shall not be required to furnish to Tenant any facilities or services of any kind, including, but not limited to, heat, gas, hot water, electricity, light, and power. Tenant shall procure and pay for all electricity, gas, and other utilities.

21. **CONDEMNATION.** In the event that the whole or any part of said Property shall be taken by any public authority under the exercise of the power of eminent domain or like power, or whether by an act or omission by any governmental authority constituting an inverse condemnation, then the term hereof shall terminate as to the part of the Property so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power. In the event of such occurrence, the rent provided for herein shall be adjusted by agreement of the parties. If no such agreement can be reached, then the amount of the adjustment shall be determined by arbitration, or the Landlord, solely at its option, may terminate this Lease. All damages awarded for the taking of said Property, or any part thereof, shall be payable in the full amount thereof to, and the same shall be the property of, Landlord, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Property.

22. **DESTRUCTION.** If the Property shall be made uninhabitable by fire or other casualty, Landlord, if it so elects, may (1) terminate the term of the Lease, effective as of the date of such fire or casualty, by written notice given to Tenant within fourteen (14) days after such date, or (2) repair, restore, or rehabilitate said Property at Landlord's expense, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a per diem basis while the Property shall remain untenable. Tenant shall not remain in possession of the property after the expiration of the Lease term.

If the dwelling unit or premises are damaged or destroyed by fire or casualty not caused by the Tenant to an extent that enjoyment of the dwelling unit is substantially impaired, the Tenant may:

- immediately vacate the premises and notify the Landlord in writing within fourteen (14) days thereafter of the Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is terminated pursuant to this section, the Landlord shall return all security recoverable under Section 7 herein, and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

However, if the fire or other casualty is fault of Tenant or family member, guest, or invitee of Tenant, Tenant shall be liable to Landlord for the cost of repair, restoration, or rehabilitation. If the casualty is covered by Landlord's insurance, Tenant shall only be liable to Landlord for the Landlord's deductible amount, but nothing herein shall be construed to waive any right that Landlord's insurance carrier may have to subrogate against Tenant, or to otherwise attempt to recover its costs, expenses, or damages from Tenant.

23. **MOLD.** Prior to executing this Lease, Tenant first has inspected the Property and certifies that Tenant has not observed mold, mildew and/or moisture conditions (from any source, including leaks).

Because mold spores are present essentially everywhere and mold can grow in almost any moist location, Tenant acknowledges the necessity of adopting and enforcing good housekeeping practices, ventilation and vigilant moisture control within the Property for the prevention of mold (such measures, "**Mold Prevention Practices**"). Without limiting its obligations, Tenant, at its expense, shall keep and maintain the Property in good order and condition in accordance with the Mold Prevention Practices and acknowledges that the control of moisture, and prevention of mold within the Property, are integral to its obligations under this Lease. Without limiting the foregoing, Tenant, at its expense, shall (a) regularly monitor the Property for the presence of mold and any other conditions that reasonably can be expected to cause or result from mold or fungus, including observed or suspected instances of water damage, condensation, seepage, leaks or any other water penetration (from any source, internal or external), mold growth, mildew, repeated complaints of respiratory ailments or eye irritation by Tenant or any of Tenant's guests, invitees, or agents, or any notice from a governmental agency of complaints regarding the indoor air quality at the Property (collectively, "**Mold Conditions**"); and (b) immediately notify Landlord if it observes, suspects, has reason to believe that any Mold Condition exists at the Property. If Landlord has reason to suspect that any Mold Condition exists at the Property, Landlord may perform an inspection to determine whether such suspicion is correct.

Tenant agrees that in the event of suspected mold or Mold Conditions at the Property, Landlord may use a third-party to inspect the Property to determine if mold or Mold Conditions are present at the Property. The cost and expense of such inspection shall be the sole and absolute responsibility of Tenant. In the event the inspection determines that mold or Mold Conditions are present at the Property, then Landlord shall hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Property. The costs and expenses associated with the remediation of the mold or Mold Conditions shall be the sole and

absolute responsibility of Tenant.

Tenant shall be responsible for taking appropriate and timely measures to prevent the growth of mold and mildew within the Property that result from its use or occupancy of the Property, including but not limited to (1) preventing moisture accumulation in the Property by Tenant's personal equipment, including on windows, walls and other surfaces; (2) promptly reporting any malfunction of the heating or air conditioning system in the Property of which Tenant becomes aware; (3) not obstructing the heating and air conditioning system from performing as designed; (4) promptly reporting any water intrusion or accumulation or other moisture accumulation in or about the Property of which Tenant becomes aware; (5) promptly reporting any visible mold in the Property; and (6) maintaining the Property above the minimum temperature of 55 degrees Fahrenheit and below the maximum temperature of 78 degrees Fahrenheit at all times.

24. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet said Property or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Tenant. Each and every transfer or assignment of this Lease, or any interest therein, shall be null and void, unless the written consent of Landlord is first obtained thereto. As a condition precedent to obtaining such consent of Landlord, the assignee or sublessee shall assume all obligations of Tenant in writing. Consent by Landlord to any assignment or transfer of interest under this Lease, or subletting of said Property, shall not constitute a release, waiver, or consent to any other assignment, or any part thereof. Landlord may transfer or assign all or any portion of his rights and interest under this Agreement at any time without restriction. Upon such transfer or assignment, Tenant shall attorn to such transferee or assignee.

25. **SUBORDINATION TO MORTGAGES.** This Lease is subject and subordinate to the lien of all current and future mortgages and any renewal, modification, consolidation, replacement, and extension of any mortgage at any time affecting the leased Property. Although no instrument or act by Tenant shall be necessary to affect such subordination, Tenant shall, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of all such mortgages desired by the mortgagee. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant.

26. **INSURANCE.** Tenant understands that Hazard Insurance purchased by the Landlord covering the building **does not** cover Tenant's possessions, contents or inventory, and that Tenant shall be responsible for obtaining insurance with respect to same, in amounts and coverages as Tenant shall deem appropriate.

27. **SUCCESSORS AND ASSIGNS.** All of the covenants, agreements, and conditions herein contained in this Lease shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers, or other personal representatives of the parties of this Agreement.

28. **FORCE MAJURE.** Notwithstanding anything to the contrary in this Lease, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions, of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, or any other cause whatsoever beyond the reasonable control of Landlord, or inability of Landlord to obtain reasonable financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

29. **HEADINGS.** The titles and headings of this Agreement are used only to facilitate reference, and not in any way to define or limit the scope or intent of any of the provisions of this Agreement.

30. **MERGER CLAUSE.** This Agreement constitutes the entire contract between the parties hereto with respect to the Property, and this Agreement covers, merges, and includes all agreements, oral or written, between the parties hereto and made in connection herewith, whether the same may be made prior to or contemporaneously with the execution hereof. This Agreement cannot be modified or changed by any verbal statement, promise, or agreement by whomsoever made, and no modification, change, nor amendment shall be binding on the parties unless it shall have been agreed upon in writing. All negotiations, considerations, representations, and understandings between the parties are incorporated into this Lease. Tenant acknowledges that Landlord, its agents and representatives, have made no representations, warranties or promises with respect to any of the Property except as expressly set forth herein. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

31. **SEVERABILITY.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provisions shall be either modified to conform to law consistent with the intent of this Agreement or considered severable, with the remaining provisions hereof continuing in full force and effect.

32. **ATTORNMEN.** Tenant shall, in the event any proceeding is brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the leased Property, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Landlord under this Lease Agreement.

33. **TIME IS OF THE ESSENCE.** For the performance of all obligations and actions required of Tenant under this Lease, time shall be considered to be of the essence.

34. **LEAD-BASED PAINT. (OPTIONAL FOR PROPERTIES PRIOR TO 1978.)** Landlord and Tenant have reviewed and signed the attached Disclosure of Information on Lead-Based Paint and Lead-Based Hazards attached hereto as Exhibit "A", which is made a part hereof and is incorporated herein as if set forth in its entirety. Tenant agrees that Landlord has no responsibility or liability for, known and unknown, present and future, or responsibility or liability which is based upon or related to, the existence of lead or lead-based paint or other sources of lead on or about the Property.

35. **SMOKE DETECTORS.** Tenant has read, understood, and agreed to the Smoke Detector Agreement attached hereto as Exhibit "B" and incorporated herein as if set forth in its entirety.

36. **RECORDING OF LEASE.** At the option of either party, a memorandum of lease in recordable form containing a short form of this Lease shall be executed by the parties and may be recorded in the county wherein the Premises are located. All recording costs and costs for preparation of the memorandum of lease shall be paid by the Tenant.

37. **NO THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties.

38. **ADEQUATE ASSURANCE OF FUTURE PERFORMANCES.** Tenant agrees to execute all additional documents and instruments reasonably requested by Landlord to affect the purposes and intentions of this Agreement.

39. **GOVERNING LAW.** This Agreement and the rights of all parties thereto, shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama. It is agreed that any legal action or other proceeding against or between any of the parties shall occur in Tuscaloosa County. Each party waives personal services of all process provided that such process is delivered by certified mail in the manner provided for notices in §35-9A-461(c).

40. **DISPUTE RESOLUTION/ARBITRATION.** The parties agree that all disputes shall be resolved in a Court of Competent Jurisdiction without a Jury. As such the parties here expressly waive the right to trial by jury. For all controversies between the parties involving less than \$ 10,000.00 dollars in damages, the dispute shall be resolved in a court of competent jurisdiction without a Jury.

For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this agreement or the Landlord Tenant relationship created by this agreement, wherein either party claims more than \$ 10,000.00 dollars in damages, and any and all other disputes whatsoever between the Tenant and the Landlord, its agents, servants, employees, insurers, and assigns shall be resolved through a process of Binding Arbitration pursuant to the Commercial Rules of the American Arbitration Association. A copy of these rules and a further explanation of Arbitration and how it works is available at the American Arbitration Association's website at [www.ADR.org](http://www.ADR.org).

41. **GRAMMATICAL USAGE.** In construing this Agreement, any word contained in the text of this Agreement shall be read as the singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

42. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between Landlord and Tenant, except that of landlord and Tenant.

43. **CONSTRUCTION.** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided it.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

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

**TENANT:**

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

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**PERSONAL GUARANTY**

FOR VALUE RECEIVED, in consideration for, for and as an inducement to Lessor (the "Landlord") entering into the Lease, dated as of date (the "Lease"), with Lessee (the "Tenant"), notwithstanding that the Lease may be assigned or all or a portion of the premises may be sublet during the term of the Lease, the undersigned (referred to as "Guarantor") does hereby, on behalf of itself, its successors and assigns, absolutely and unconditionally, guarantee to Landlord, its successors and assigns (i) the full and prompt performance and observance of all the terms, covenants, conditions and agreements provided in the Lease to be performed and observed by Tenant, with the same force and effect as if the Guarantor had been a signatory thereto, and (ii) the full and prompt payment of all damages and expenses that may arise in connection with or as a consequence of the non-payment, non-performance or non-observance thereof (including, but not limited to, attorneys fees and disbursements) without requiring any notice of non-payment, non-performance or non-observance or proof or notice or demand, whereby to charge Guarantor therefor, all of which Guarantor hereby expressly waives.

Signed this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Guarantor \_\_\_\_\_

\_\_\_\_\_  
Guarantor \_\_\_\_\_

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**EXHIBIT "A"**

**DISCLOSURE OF INFORMATION ON LEAD-BASED  
PAINT AND LEAD-BASED PAINT HAZARDS**

**A. 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing.

**B. LANDLORD'S DISCLOSURE:** [Landlord's Initials: \_\_\_\_\_]

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the residence or housing. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the residence or housing.

**C. TENANT'S ACKNOWLEDGEMENT:** [Tenant's Initials: \_\_\_\_\_]

Tenant has received copies of all information listed above. Tenant has received the pamphlet *Protect your Family From Lead in Your Home*. Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**D. AGENT'S ACKNOWLEDGEMENT:** [Agent's Initials: \_\_\_\_\_]

Agent has informed Landlord of the Landlord's obligations under 42 USC 4582(d) and is aware of his/her responsibility to ensure compliance.

**E. CERTIFICATION OF ACCURACY:**

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

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Agent Date

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**EXHIBIT "B"  
SMOKE DETECTOR AGREEMENT**

Please follow the instructions below in regards to your smoke detector(s):

1. The alarm horn on your detector lets you know whether your detector is working properly.
2. If the alarm sounds loudly and continuously when the test button is pushed, the unit is working properly.
3. When the alarm is sounding (other than during a test) the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the combustion particles in the air are completely gone.
4. If the alarm "chirps" periodically and there is no source of combustion particles present, it means that the alarm battery is weak



10. No items shall be attached to the wall using anything other than small nails, and only as many nails as is reasonable. Excessive nail holes or other damage to the walls is prohibited.

11. Tenant shall not do or omit to do any act which creates or may create a hazardous condition on the Property. Tenant shall not use any fireplaces without obtaining a safety inspection of the fireplace, chimney and flue, and without obtaining the prior written consent of Landlord.

12. Tenant agrees that all sinks, disposals, and toilets shall be used only for the purpose for which they were designed. Tenant agrees that no improper items shall be put in such facilities, including, without limitation, feminine hygiene products and diapers. Tenant shall be responsible for any maintenance due to such improper use of any facilities or appliances.

13. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of the residence, or placed on the Property, without the prior express written permission of Landlord.

14. You will personally use and occupy the Leased premises solely as a private dwelling for yourself and your immediate family, and them only, as listed on the application. Guests may visit the premises with mutual consent of all parties listed on the Lease. For events you host on your Leased property which involve more than six (6) guests, you agree to obtain permission from Lessor before the event. Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, on the property or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 8021]). Resident or any member of the Resident's household, or a guest or other person(s) under the Resident's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near the property or dwelling unit. If we, at any time, find your conduct or the conduct of other occupants of the Leased premises or visitors thereto unreasonable, or if you use the Leased premises for any illegal or immoral purpose, such conduct or use is grounds for immediate termination of your occupation by any and all lawful means. All terms and conditions of this agreement will still be applicable.

Sexual Offenders/Termination: If the Tenant, or any other person residing on the premises is adjudicated and found guilty of a crime involving sexual misconduct of any kind, or is found to be a registered sex offender or person subject to registering as a sex offender as defined in 13A-11-200, this agreement shall be terminated immediately, and the Tenant shall vacate the premises immediately. Further, Tenants are prohibited from having guests on the premises that are registered sex offenders or subject to registering as a sex offender as defined in 13A-11-200, and such registered sex offenders are strictly prohibited from being on the premises for any purpose.

Violation of the above-mentioned provisions shall be a material violation of the Lease and good cause for the termination of the Lease. A single violation of any provision of these provisions shall be deemed a serious violation and material non-compliance with the Lease and it is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.

15. No firearms or other weapons may be discharged on or about the Property or surrounding property.

16. No chemical or petroleum liquids, solids, or gases may be disposed of on the Property, adjacent property owned by Landlord, or public rights-of-way.

17. No trash, debris, yard waste, refuse or any other combustible items may be burned or disposed of on the Property or adjoining property owned by Landlord.

18. The Property shall be used solely for single family residential purposes only. No business activities of any kind including, without limitation, child or day care services, warehousing, tanning or hair salons, distributorships, automobile or equipment repair, organized worship services, training sessions, and "flea" markets, shall be conducted or permitted on the Property.

19. Landlord reserve the right at any time to make changes (including, without limitation, the implementation or increase in fines) to these Rules and Regulations as Landlord, in its sole and absolute discretion, shall determine to be necessary or appropriate for the safety, care, cleanliness, maintenance, protection and benefit of the Property, Landlord, and Tenant.

WITNESS:

TENANT:

\_\_\_\_\_

\_\_\_\_\_ Date

**EXHIBIT "D"**

**BED BUG AGREEMENT**

The goal of this Agreement is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Agreement to clearly set forth the responsibilities of each of the parties to the rental agreement with regard to Bed Bugs.

- Resident acknowledges that Resident has received and read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of resident, landlord and the pest management professional.
- Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
- Resident agrees that all furnishings and personal property that will be moved into the premises will be free of bed bugs.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spreads to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment.
4. If you suspect an infestation Resident agrees to notify the Owner/Agent immediately. You should not move furniture or move mattresses or belongings from the unit. The movement of furniture, etc. will only further spread bed bugs and their eggs.
5. Resident agrees not to attempt self-treatments for bed bugs and will rely only upon professional treatment for the eradication of bed bugs as outlined herein.
6. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to pest management fees that Owner/Agent may incur as a result of infestation of bed bugs in the dwelling.
7. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this agreement and agree to be bound by its terms.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date