

Town and Country

Apartment Homes

205-665-1865

www.ApartmentInMontevallo.com

LEASE AGREEMENT

YOUR NEW ADDRESS:

_____ APT _____

Montevallo, AL 35115

Name (print) _____

Residents Phone ____/____/____

Name (print) _____

Residents Phone ____/____/____

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

STATE OF ALABAMA, SHELBY COUNTY

THIS 12 MONTH LEASE AGREEMENT Beginning ____/____/____ and ending on ____/____/____ is made and entered into as of this ____ day of _____, _____, by and between TOWN & COUNTRY APARTMENTS, hereinafter referred to as the "Owner", and _____, hereinafter referred to as the "Tenant".

TERMS OF LEASE AGREEMENT

The Owner, being the owner of the apartment number ____ located at _____, Montevallo, AL 35115 (the "Premises") and Tenant, in consideration of the premises and the mutual covenants herein contained, covenant and agree as follows:

1. PREMISES. The Owner in consideration of the rent reserved herein to be paid by said Tenant, and of the other covenants, agreements and conditions hereinafter set forth to be kept, performed, and observed by said Tenant, hereby lets and leases unto said Resident the premises, to be occupied only by those adults whose signatures appear at the end of this Agreement and by no others. **EACH ADULT RESIDENT MUST BE LISTED ON THIS LEASE AGREEMENT.**

2. RENT. WE DO NOT ACCEPT CASH! The Tenant agrees to pay to the Owner, by personal check, cashiers check or money order MADE PAYABLE TO Town and Country Apartments, for \$_____ payable in equal monthly installments of which shall be due and payable on the **first (1st)** day of each month without notice or demand. Tenant also agrees to pay a late charge of **\$100.00** for any monthly payment not paid on or before the **7th** day of the month in which the rental payment is due. Any late charges and insufficient funds charges as described herein shall be additional rent. The obligation to pay rent shall be independent of any obligations of Owner under this Lease Agreement.

3. RENT PAYMENT BY OTHER MEANS. Payment of rent by personal check shall be conditional payment, and if rejected for insufficient funds, Owner may require rent, which shall include all late charges to be paid by cashiers check, certified check, or money order. In the event Tenant is in default under any obligation (whether under the rental agreement or otherwise) owed to Owner and Owner is not under applicable law required to accept any rendered performance by Tenant, the taking by Owner of any payment shall not be a waiver of Owner's right to terminate the Lease Agreement and to damages, unless Owner states in writing that such right is expressly waived. Unless such written waiver is delivered to Tenant, Owner will pursue all remedies available to Owner.

4. SECURITY DEPOSIT. Tenant hereby agrees to deposit with the Owner the sum of \$_____ as a security deposit for the full and faithful performance of the terms and conditions of this Lease Agreement by the Tenant. This Security Deposit shall be returned by the Tenant upon the expiration of the term of this Rental Agreement, pursuant to the terms and conditions stated in the Security Deposit Agreement executed by the Owner and Tenant and attached hereto, and by reference incorporated into and made a part of the Lease Agreement. This security deposit will not, at any time, be considered rent, except at the option of Owner (for example, upon default by tenant). In the event of a breach by the Tenant of any of the terms and conditions of this Lease Agreement, the security deposit shall be retained by the Owner, but the retention of the security deposit by the Owner shall in no way be interpreted as preventing the Owner from obtaining damages for breach of this Lease Agreement in any other appropriate legal action.

5. PETS ... WE DO NOT ACCEPT PETS: All Service/Emotional Support Animals must meet Federal and State guidelines. Prior to occupancy you must provide Town and Country Apartment management with proof from a Veterinary Doctor that the animal is in good health, parasite and flea free, immunized and vaccinated. If your animal is aggressive and is deemed to present a threat or causes excessive damage to the apartment or disturbs your neighbors can be grounds for eviction.

6. CONTENTS. It is understood that the apartment is rented unfurnished.

7. BREACH OF LEASE AGREEMENT. If any rent required by the Lease Agreement shall not be paid when due; if the Tenant in any other manner fails to perform any of the terms and conditions of the Lease Agreement, together with any responsibilities set forth by State Law; if Tenant files for or if a petition is filed against Tenant or Tenant becomes a debtor under Bankruptcy or other insolvency laws; or, if the premises leased hereunder shall be abandoned or vacated prior to the expiration of the term of this Lease Agreement; then in any of the above instances, the Tenant shall be in breach of the Lease Agreement and the Owner shall have all rights provided under State Law and also the rights to terminate the Lease Agreement, resume possession, retain the security deposit, and recover all damages resulting from such breach. Retention of the security deposit and/or termination of the Lease Agreement shall not act as a limitation on Owner's right to all damages resulting from Tenant's breach of the Lease Agreement. Upon a breach by Tenant, all rent due or to become due in the future shall immediately without demand or notice become due a payable.

7a. LEASE EXPIRATION AND LEASE RENEWAL. If Tenant does not wish to renew their lease Tenant **MUST** notify Town and Country management (in writing) a minimum of 30 days prior to lease expiration or their lease will **automatically renew ON A MONTH TO MONTH BASIS.**

8. ABANDONMENT. The Tenant agrees that should the Premises be vacant for up to a period of one-half of any monthly rent period, and the rent is not current, the Tenant shall notify the Owner in writing of his or her intended absence for such period, or upon the Tenant's failure to so notify, the Owner shall be authorized to resume possession of the apartment unit or house under a presumption that the premises has been abandoned by the Tenant. In such event, the Tenant hereby authorizes the Owner to store and agrees to pay at the Owner's direction, any and all storage charges that may accrue by virtue of the removal of any of the Tenant's personal property from the premises. This storage period will not exceed 30-days, at which time ownership of the stored articles will be vested in the Owner.

9. VACATING UPON TERMINATION. The Tenant agrees that upon the expiration of this Lease Agreement, or upon the termination of the Lease Agreement, that he or she will at once peaceably surrender and deliver up the whole of the above described premises, together with all improvements thereon to the Owner. **In the event that the Tenant holds over for any reason and does not vacate the house or apartment when so required after the expiration of this Lease Agreement, then the Owner may recover double rent,** immediately retain the Tenant's security deposit, and damages resulting from Tenant's holding over. This Lease Agreement will not be renewed for any additional term unless the parties hereto execute a new Lease Agreement, and a tenancy at sufferance shall exist.

10. USE OF HOUSE OR APARTMENT. The Tenant shall not use the house or apartment for any purpose other than as a private dwelling. The Tenant further agrees not to use, nor permit the apartment or house to be used for any illegal, immoral or improper purposes, nor to permit or commit any disturbance, noise or annoyance whatsoever detrimental to the peace and comfort of any of the inhabitants of the community.

11. CONDITION OF PREMISES. The Tenant agrees to notify the Owner in writing prior to occupancy or moving in any personal property of any items that are in need of repair or which shall not be considered as damage caused by the Tenant. If Tenant fails to so notify the Owner, the Premises shall be deemed accepted as fully habitable and in good repair.

12. DELIVERY OF POSSESSION. If the Tenant shall be unable to enter into and occupy the Premises leased at the time herein above provided by reason that the Premises are not ready for occupancy; or by reason of the holding over of any previous resident; or as a result of any cause or reason beyond the direct control of the Owner, the Owner shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy the premises, the rental therefore shall be abated.

13. RIGHT OF ACCESS. The Owner, or its agents, shall have the right at all reasonable times to enter the apartment to show it to prospective renters or purchasers, to make inspections, to perform necessary maintenance or repairs, for the benefit or welfare of the Premises, as provided under State Law.

14. ASSIGNMENT OR SUBLETTING. The Tenant agrees that he or she **shall not** allow any person to share the premises unless the person has paid for and passed a background check as well as executed this Lease Agreement, nor shall the Tenant keep roomers or boarders, not assign, sublet or transfer said Premises, or any part thereof without the Owner's written consent. **Any assignee or subleases must be approved by the Owner** and such **written** consent or approval by the Owner shall in no way affect or relieve the Tenant of his or her obligations arising under the Lease Agreement or the laws of the State.

15. PEST CONTROL AND UTILITIES. The Owner shall pay for pest control. Owner will spray the interior and exterior doors and windows monthly. Interior ... **bathroom and kitchen ONLY.**

16. MAINTENANCE. The Owner will maintain the exterior and common facilities of the apartment, and will maintain the air-conditioning, heating systems and plumbing facilities in proper working condition. In the event that maintenance or repairs shall become necessary, the Owner shall be at liberty to perform the same without, in anyway, affecting or impairing the obligations arising under this Lease Agreement, provided that such repairs and maintenance shall be completed as expeditiously as possible. Rent will not abate during periods of malfunction. **The Tenant shall be responsible for the costs of any such maintenance or repairs made necessary by the act, omission, negligence or misconduct of the Tenant, his family, guests or other persons for whom he is legally responsible. OWNER WILL PROVIDE and or INSTALL HV/AC FILTERS MONTHLY. THIS WILL LOWER YOUR POWER BILL.**

The tenant will keep and maintain the home or apartment in the same condition as that existing at the commencement of the Lease Agreement, reasonable wear and tear excepted. Tenant will promptly pay for and replace any broken glass, windows, electrical or plumbing fixture, excessively worn or stained carpet, if applicable, and any other items constituting a part of the Premises with one of the same manner and quality. In addition, Tenant shall promptly replace all non-working light bulbs and shall install new air filters in the air handler at least once every two months.

MOLD: Mold consist of natural occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manor and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUT OF TIME TO REMOVE MOISTURE
- REPLACE AC/HV FILTERS MONTHLY (FREE IF YOU COME BY THE OFFICE AND PICK THEM UP)
- BE CAREFUL WHEN WATERING PLANTS
- WIPE DOWN AND MOISTURE AND/OR SPILLIAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- DO NOT "HANG/DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS OF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- LEAVE BATHROOM DOORS OPEN AFTER USE
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLY MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE IS PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT(S) SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the area with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol

Disinfectant, Pine-sol Disinfectant (original pine-scented) Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: If TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(S) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but not limited to TENANT(S) failure to notify Owner or Agent of any Mold, Mildew or Moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Owner or Agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an Agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

17. RIGHT TO MORTGAGE; CONDEMNATION. Tenant agrees that this Lease Agreement is subordinate and subject to any liens, mortgage or mortgages now or hereafter placed on the Premises. Upon any partial or complete taking of the Premises by eminent domain or other governmental or quasi-governmental action, the Owner at his option may immediately terminate the Lease Agreement.

18. PARKING FACILITIES. Only passenger vehicles of ordinary size with current tags may be parked in the parking areas designated for the Tenant, unless the Tenant shall secure the written permission of the Owner to park other vehicles or items therein. Owner shall have the right to designate parking areas and/or spaces for all vehicles, including without limitation boats, trailers, vans, campers, trucks, cycles, and automobiles. No vehicle maintenance may be performed upon the grounds without securing the written permission of the Owner. Any vehicle left or abandoned upon the grounds for seven (7) days without removing the same, may be removed at the Tenant's expense, unless the Tenant shall have notified the Owner in advance, in writing, and shall have secured written permission from the Owner to leave the same. Furthermore, if applicable, any vehicle parked in an unauthorized parking space or appearing inoperable to owner, e.g., due to flat tires, removal of parts or the like, may also be removed at the Tenant's expense.

19. ALTERATIONS BY THE TENANT. The Tenant may make *NO* alterations or additions in or to the Premises without the written consent of the Owner (this includes paint and wallpaper).

19a. PATIO, DECK and FRONT STOOP: Tenant agrees to keep front door area clean with no chairs or decorations or junk. Tenant also agrees to limit the patio and/or deck areas to a reasonable number of chairs, tables and accessories. NO other items will be allowed.

20. CONTROL OF PREMISES. Tenant assumes control and responsibility of the Premises leased to him or her, and covenants that if he or she has reason to believe that is any defect in the Premises, he or she will immediately notify Owner in writing of the defect. In particular, but without limiting the foregoing, Tenant has inspected all locks, latches, windows and doors and agrees they are safe and acceptable.

21. NON-LIABILITY OF OWNER. Subject to applicable state law, the Tenant hereby releases and covenants not to sue the Owner, its agents and employees from and for any liability for any injury and damage to the Tenant or the agents, employees, or guests of the Tenant, from and for any cause including that resulting from the direct negligence of the Owner, its agents and employees. Further subject to applicable state law, the Tenant releases and covenants not to sue Owner, its agents and employees from any and for all liability for any injury or damage that may arise or occur in any area under the control of the Tenant even if caused or created by the direct negligence of the Owner, its agents or employees. The Tenant shall indemnify and hold harmless the owner against all claims filed by his guests, roomers, boarders, or other persons on the Premises due to the request of Tenant who are injured or damaged, whether caused by the negligence of Owner or otherwise. Owner believes that the Premises are safe and adequate.

Owner, however, cannot warrant, insure, or guarantee that crime will not occur. Tenant understands and agrees that the risk of crime always exists, and Owner is not furnishing and does not undertake to furnish any protection, security, or guard service. Tenant expressly assumes the risk of living in the Premises and agrees that Owner shall not be responsible for any crimes and /or injuries against Tenant, Tenant's family, property, or guests.

22. DAMAGE TO PERSONAL PROPERTY AND RENTER'S INSURANCE. Any property of any kind belonging to the Tenant which shall be brought upon the house or apartment grounds during the term of this Lease Agreement, or any extension thereof, shall be at the complete and sole risk of the Tenant, and it shall be the sole responsibility of the Tenant to obtain the necessary insurance to protect such property. Further, Tenant agrees to obtain the necessary insurance to protect such property. Anything in the Lease Agreement to the contrary notwithstanding, the Owner shall not be responsible for any loss or damage to such personal property, including contents in the apartment, caused by or due to fire, theft, or otherwise. When used in this Lease Agreement, the term "casualty" means any sudden, unexpected or unusual event arising from human or natural causes, including riot or civil commotion, action of the public enemy, action of the elements, or other agency not within the control of the Owner.

23. LEGAL MAJORITY. The Tenant acknowledges that, by the execution of the Lease Agreement, he or she is attesting to the fact that he or she is of legal age. If the Tenant is not of legal age, this Lease Agreement must be signed by a legal guardian, who, by affixing his or her seal, covenants and agrees to be held liable for all the terms and conditions contained herein.

24. WAIVER. The assent by the Owner, or its agents, expressed or implied, to any breach of one or more of the covenants and agreements herein contained, shall not be deemed or taken to be an assent to any succeeding or subsequent breach, or a waiver by the Owner of its rights arising as a result of such breach. A waiver of rights by Owner in one instance shall not be construed as a waiver of such right in future instances.

25. ENTIRE AGREEMENT; JOINT AND SEVERAL LIABILITIES. The Owner and Tenant acknowledge and agree that this Lease Agreement contains their entire understanding and agreement, and that all other representation, assurances and promises, either oral or written, not incorporated herein, shall be void and of no force and effect. Feminine and neuter pronouns shall be substituted for those of the masculine form wherever applicable, and plural shall be substituted for the singular number, in any place herein which the context may require such substitution or substitutions. All residents who sign this Lease Agreement shall be jointly and severally liable on all obligations under this agreement including specifically, but without limiting the obligation to pay rent.

26. NOTICE. Any notices required by law or made appropriate by the terms and conditions of this Lease Agreement shall be made by the Tenant to the Owner by certified mail sent to: **Town & Country Apartments P.O. Box 1989 Alabaster, AL 35007** or to such other place as the Owner may from time to time designate to any Tenant by certified or regular US Mail, or by posting the same on the front door of the Tenant's apartment or house. Each Tenant who executes this Lease Agreement constitutes and appoints each other adult resident as his or her agent for acceptance of all notices, including summons and subpoenas under applicable law.

27. DEFAULT BY TENANT. If Owner prevails in any suit for eviction, unpaid rentals, charges or damages, Tenant shall be liable for costs and reasonable attorney's fees; and all amounts shall bear interest at the maximum lawful rate from due date. If Tenant's rent is delinquent, Owner shall not be obligated to continue utilities which are furnished and paid for by Owner. Owner may report unpaid rentals or unpaid damages to the local credit bureau for permanent recordation in Tenant's credit record. Any judgment obtained against Tenant shall accrue interest at the maximum lawful interest rate existing at the time such judgment is entered.

28. SATELLITE DISHES. No satellite dish is allowed to be attached to any Town and Country Apartment buildings. Furthermore, no satellite dishes can be placed on any of the common ground of said apartments. Tenant will be responsible for any damage or cost associated with satellite removal.

29. EARLY LEASE TERMINATION. In the event you wish to terminate your lease prior to the expiration date you **MUST** submit your written request a minimum of 30 days prior to your anticipated **MOVE-OUT-DATE** along with payment for **50% of the remainder of your lease**. The landlord will incur expenses associated with the early termination of your lease, such as lost rent,

cleaning, power, possible painting and repairs, advertising and time required to lease your apartment. Therefore, you will also be required to forfeit your security deposit. If you have additional questions, please contact the management of Town and Country Apartments at 205-665-1850.

30. I understand that Town and Country Apartments is NOT a smoke free environment.

31. Under NO CIRCUMSTANCES are tenants allowed to drive or park any vehicle (includes moving vans and trucks) on the grass.

IMPORTANT! PLEASE READ CAREFULLY

DO NOT! THROW CIGARETTE BUTTS ON THE GRASS

DO NOT! Discard Your Old Mattress's. Garbage Service charges \$125 to remove them. This is your responsibility!

DO NOT! Pour kitchen grease on our grass. This draws insects and racoons. You Will Be Charged for the cleanup and new sod.

DO NOT! Allow pets in your apartment. You are responsible for your guest. Allowing a pet inside your apartment can result in **Eviction and Loss of Security Deposit.**

NO Satellite Dishes!

We are happy to replace burned out blubs. Maintenance Request Required.

CLOGGED SINK: due to grease being poured down the drain: If you require maintenance and we determine the clog is due to grease being poured down the sink; you will be charged \$100.

RED STAINS ON CARPET: Red stains on carpet will not come out once the stain has set in. Therefore, when we do our apartment inspection if we find red stains you will be charged for the cost of replacing carpet in that room.

HVAC Filters: will be changed every month by our maintenance department. New filters will lower your electric bill by as much as 20%. The filters are **FREE.**

What you need to do to receive the maximum amount of your Security Deposit when you move.

1. Do not put holes in the walls.
2. Do Not paint anything
3. Do not damage the carpet
4. Replace all burned out light bulbs
5. Repair or replace broken blinds
6. Clean your apartment from head to toe (including oven and shower)

***All damages will be deducted from your Security Deposit.**

MAINTENANCE REQUEST: Town and Country places a High Importance on the maintenance of our property. So, we encourage you to report maintenance issues by filling out a **maintenance request form** and sliding it through the mail drop in the front door of the office. **HVAC issues and LEAKS RECEIVE TOP PRIORITY!**

PEST CONTROL: will be conducted on the 1st Monday of each month by Wayne's Pest Control. They will spray your kitchen and bathroom only.

Please Be Quiet and respect your neighbors.

Keep your deck or patio clean: Only lawn furniture is allowed.

Mail Box Keys: Mail Boxes are the property of the US Postal System. You will need to take a copy of your lease to the Montevallo Post Office where they will install a new lock on your designated mail box as well as provide you with a key.

IN WITNESS WHEREOF, the Owner has hereunder caused this Lease Agreement to be executed by its duly authorized and constituted agent, and the Tenant has executed this Agreement as of the date first above written.

WE DO NOT ALLOW PETS

Residents: 1. _____ printed
signature

2. _____ printed
signature

Owner/Agent _____ Date: ____/____/____

IMPORTANT NOTICE

Flushable wipes are **NOT FLUSHABLE!** These wipes are responsible for many costly repairs which can lead to loss of service while being repaired. What not to flush: Personal wipes, baby wipes, diapers, sanitary napkins, diapers, rags, paper towels, grease, cooking oil and kitty litter. **Flushing any of these items can result in you being charged for repair cost.**