**Alabama Residential Lease Agreement**

**American Dream Properties L.L.C**

This is a Residential Lease Agreement (hereinafter referred to as the “Lease” or “Agreement”) made and entered into Landlord, Tenant, and Landlord’s Agent (as those terms are defined below) this **( )** day of **( )**,2018 the terms and conditions of which are set forth below.

1. **Parties**
2. **Landlord- Landlord Agent**

The Landlord in this agreement is: **Will Owens** (“Landlord”)

B. **Tenant.**

The Tenant(s) in this agreement are as follows:

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Agreement to Lease.**

Landlord is the owner of certain real property being, lying, and situated in **Montgomery County,**

**Alabama,** the residential dwelling with the following address:­­­­­­­­­­­­­­

(Hereinafter “Premises” or “Property”). Landlord leases to Tenant, and Tenant leases from Landlord the Premises, and which may be further described in the plans, if any, attached hereto the Agreement.

1. **Term of Tenancy.**
2. **Term.**

The initial term of this Lease shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, and shall remain in full effect until its end on the

Following date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless,

Terminated earlier pursuant to the terms hereof. If the Tenant vacates the Premises before the end of the Lease term without the Landlord's written consent, the Tenant will be liable for the remainder of the payments due under the Lease.

1. **Month-to-Month Tenancy after Expiration.**

On the expiration of the Lease term pursuant to the subsection (A) above, the terms of the Lease may be extended with written documentation and with Landlord's consent to create a **month-to-month tenancy** as deﬁned by Alabama Law, except where prohibited by applicable law, regulation, or ordinance. All provisions of the Agreement shall remain in full force. Landlord may terminate the month-to-month tenancy at any time and for any reason by giving written notice to the Tenant at least 30 days prior to the intended termination date.” Tenant "will be responsible for rent through 60-day period. Such notice must end on the last day of the month. Tenant may terminate the month-to-month tenancy by giving written notice to the Landlord at least **60 days** prior to the intended termination date. Tenant will be responsible for rent through 60-day period. Such notice must end on the last day of the month.

**X­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_ X­­­­­­­­­\_\_\_\_\_\_\_\_\_**

1. **Month-to-Month Tenancy after Expiration.**

Tenant must give **a thirty (30) day written notice of intent** to vacate or extend Lease prior to Ending Date. Tenant is responsible for payment of rent amount through the 30-day period, if notice to vacate is given. If Tenant is still living in the Premises after the Ending Date of this Agreement, **without written consent from the Landlord**, tenant will be charged the sum of ($\_\_\_\_\_\_\_\_\_\_\_) in addition to monthly rent until tenant vacates unit or executes a lease extension. Tenant will be charged a per diem occupancy fee for every day the Tenant holds over**. Landlord must give Tenant a sixty (60) day notice if they are not allowing the tenant the option to renew.**

1. **Possession.**

If Landlord is unable to deliver possession of Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within **ten (10)**

**days** of the Commencement Date, Tenant may, by giving notice to Landlord, terminate the Lease in which event Landlord shall promptly refund all rent and deposits to Tenant. Neither Landlord nor Landlord’s Agent shall be liable for any delay in the delivery of possession of Premises to Tenant.

1. **Rent.**

Tenant shall pay rent in advance in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS

­­­­­­­­­­­­Per month on **the first day of each month** during the Lease term. All such payments shall be

made to Willie Owens and deposited into any such Chase bank with the following credentials

"American Dream Properties LLC" Account Number - 569378735 Name- Willie Owens

 (or at such other address as may be designated from time to time by Landlord in writing); on or before the due date and without demand. Payment must be made by Personal Check, Money Order, Cashier's Check or directly deposited into the business account listed above. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that unless Landlord and Tenant otherwise agree in writing, all funds received will be applied to the oldest outstanding balance owed to Landlord, including but not limited to additional rent resulting from late payments of rent, fees associated with checks returned for insufficient funds, administrative fees, cost and fees associated

with a dispossessory action, etc.

1. **Late Payments: Service Charge for Returned Checks.**

In the event that any payment required to be paid by Tenant hereunder is not made by 9:30 a.m. on the **5th day of the month** in which it is due shall be late. Landlord may, but shall have

obligation to accept any rent not received by the **8th of the month**. If late payment is made and

Landlord accepts the same, the payment must be in the form of Cashier's Check or Money Order of immediately available funds and must include an additional rent amount of **one hundred**

**($100.00) dollars, and $10 day on the 4th day after the 5th.** And if applicable, a service charge **of ﬁfty ($50.00**) **dollars** for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Any collection of a Late Charge shall not prevent Landlord or Landlord's Agent from enforcing any other rights and remedies hereunder.

1. **Dispossessory Fee**

‘Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding,

Additional rent, and other fees and charges as of the 8" day of the month, Landlord may ﬁle a

dispossessory action in the county ln which the Premises are located. In the event that the

dispossessory action is ﬁled against the Tenant and then dismissed prior to a court hearing because Tenant pays the amount owed, Tenant shall pay and additional fee **of two hundred ($200.00) dollars** to cover costs of ﬁling fees, court costs, attorney fees, plus an administrative fee of **one hundred $100.00 dollars** per dispossessory action.

1. **Security Deposit.**

Tenant has paid a refundable Security Deposit to Willie Owens, (“Holder”) in the amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**DOLLARS)**

(“Security Deposit”)

1. **Return of Security Deposit.**

The balance of the Security Deposit shall be returned to Tenant by Holder within thirty (30)

days after the termination of this Agreement or the surrender of Premises by Tenant,

whichever occurs last (herein after “Due Date"); provided that Tenant meets the following

requirements: (1) the full term of the Lease has expired; (2) Tenant has given a **thirty (30)**

**day** written notice to vacate; (3) the entire Property is clean and free of dirt, trash, and debris;

(4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage on

the Premises or the Property except for normal wear and tear or damage noted at the

commencement of the Lease in the Move-In Move-Out Inspection Form signed by Landlord and

Tenant; and (6) all unit keys, keys to recreational or storage facilities, access cards, gate

openers and garage openers, if any, have been returned to the Landlord or Landlord's Agent.

1. **Deductions from Security Deposit**

Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any

damage to Premises or Property other than normal wear and tear cause by Tenant, Tenant's

household or their invitees, licensees and guests; (2) unpaid rent, utility charges, or pet fees;

(3) cleaning costs if Premises is not left in professionally cleaned condition; (4) the cost to

remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs

and charges referenced herein; and (6) a fee of ﬁfty ($50.00) to rekey the locks either at the

request of Tenant or upon the termination of the Lease.

1. **Move-Out Statement.**

Holder shall provide Tenant with a statement (“Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions therefrom. If the reason for the retention is based upon damage to Premises, such damages shall be speciﬁcally listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking day after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a ﬁnal inspection within a reasonable time after discovering the termination of occupancy. If Tenant disagrees with Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days of receiving Move-Out Statement. For all purposes herein, a banking day shall not include Saturday, Sunday, or federal holidays.

**X\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_**

1. **Delivery of Move-Out Statement.**

Holder shall deliver the Move-Out Statement, along with balance, in any, of the security

Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of the Landlord ninety (90) days after the date the payment was mailed.

1. **Security Deposit Held By Landlord’s Agent**

If Landlord's Agent is holding the Security Deposit, Landlord's Agent shall be responsible for

timely preparing the Move-Out Statement and delivering the same to Tenant along with the

balance of the Security Deposit, if any, prior to the Due Date. In fulfilling its obligations

hereunder, Landlord's Agent shall reasonably interpret the Lease to ensure that the Security

Deposit is properly disbursed.

Notwithstanding the above, if there is a bona ﬁde dispute over the Security Deposit, Landlord's Agent may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Landlord's Agent shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys’ fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys’ fees and court costs and the amount deducted by Landlord's Agent from the non-prevailing party.

All parties hereby agree to indemnify and hold Landlord's Agent harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Landlord's Agent of its duties hereunder. All parties further covenant and agree not to sue Landlord's Agent for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirement of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

1. **Administrative Fee.**

Tenant has paid to Holder a non-refundable administrative/application fee of ﬁfty ($ ) dollars per Tenant on Lease.

1. **Utilities.**

Tenant acknowledges that all utilities and/or services are to be paid for by Tenant, with the

expectation of: ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant must connect or transfer utilities not provided by Landlord into the name of the Tenant

within two (2) days of the commencement of Lease. At any time thereafter, Landlord may,

without notice to Tenant, disconnect any utilities serving Premises which are in the name of

Landlord and are not being provided by Landlord under this Lease. Landlord may, at Landlord's

option and upon notice to Tenant, pay utilities and be reimbursed by Tenant as additional rent. For the purpose of this paragraph utilities are deﬁned as the following: water, sewer, electric,

sanitation, gas, phone, cable, and internet.

**X\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_**

1. **Move-In Inspection**

Prior to Tenant taking occupancy of the Premises, Landlord shall provide Tenant with “Move-In,

Move-Out Inspection Form” attached hereto and incorporated hereinafter (the “Form”) itemizing any existing damages to Property. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition. Tenant takes Premises in **AS-IS** condition with no express or implied warranties or representations beyond those contained herein or required by applicable Alabama law. Tenant has **three (3) business days** from taking occupancy to inspect premises for any damages. Tenant will complete the Form which will be returned to Landlord's Agent at the end of the three-day inspection period. All damage not recorded on the Form will be the responsibility of the Tenant.

1. **Tenant’s Responsibilities.**
2. **Repairs and Maintenance:**

Tenant acknowledges that Tenant has inspected Premises and that it is ﬁt for residential

occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for

maintenance existing in Premises or on Property. Upon receipt of notice form Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by Alabama State Law, such other defect which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violation of this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of the receipt of an invoice from Landlord. If Tenant fails to timely pay said invoice Tenant shall be in default of this Agreement.

1. **Lawn and Exterior Maintenance.**
* Tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed,

trash and grass clippings picked up on a regular basis (minimum of once every two

weeks in growing season and fall leaf season) and shall keep Property, including yard,

lot, grounds, Premises, walkways, and driveway clean and free of rubbish, trash, and

debris. Upon inspection, if yard is not maintained properly, Landlord will perform yard

maintenance at Tenant's expense.

* Partial maintenance by Tenant - Tenant shall maintain the following:
* Landlord or Landlord's Agent shall provide all yard/exterior maintenance.
* Home Owner's Association provides yard/exterior maintenance.
1. Landlord will be responsible for termite and rodent control. Other pest control (including ants, cockroaches, spiders, and other insects) shall be handled as set forth below. [Select one. The sections not marked shall not be a part of this Lease.
* Landlord or Landlord's Agent shall provide pest control services to Premises.
* Landlord or Home Owner's Association shall not provide pest control services to Premises and the same shall be the responsibility of the Tenant.
1. **Smoke Detector.**

Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good

working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Freezing Pipes.**

To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32 degrees Fahrenheit, Tenant shall (a) leave the thermostat regulating the heat serving Premises in an “on” position and set to a minimum of 60 degrees Fahrenheit; and (b)leave the faucets dripping.

1. **MILDEW & MOLD**

Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew other than in sinks, toilets, and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.

1. **ACCESS CODE**

Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew other than in sinks, toilets, and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.

1. **Lead-Based Paint.**

For any Premises located on property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA’s Renovate Right brochure.

**(www.epa.qov/lead/pubs/renovaterightbrochure.com)**

**Initials\_ \_\_\_\_\_**

**Initials\_\_\_\_\_\_\_**

1. **Notice of Propensity of Flooding**

Landlord hereby notiﬁes Tenant as follows: Some-portion or all of the living space or attachment thereto on Premises HAS NOT been ﬂooded at least three times within the last ﬁve (5) years immediately preceding the execution of this Lease. Flooding is deﬁned as the inundation of a portion of the living space cause d by an increased water level in an established water source such as a river, stream or drainage ditch, or as a ponding of water at or near the point where heavy or excess rain fell.

1. **Sublet and Assignment.**

Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Property to the fullest extent permitted in the Lease, no estate or permanent legal interest in the Property ls being transferred or conveyed by Landlord to Tenant herein.

1. **Use.**

Premises shall be used for residential purposes only and shall be occupied only by the

persons listed as follows :­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property shall be used by Tenant and all occupants, guests, licensees and contractors in accordance with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws. Tenant agrees any violation or noncompliance of the above resulting in ﬁnes being imposed against Landlord or Landlord's Agent shall be the ﬁnancial responsibility of and immediately paid by the Tenant.

**X\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Nuisance and Unlawful Activity**

Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their invitees, licensees, and guests comply with the Rules and Regulations applicable to Tenant set forth herein and any term, condition or provision of the Lease relating to the use of the Premises or Property and do not engage in any activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above named parties are arrested or indicted for an unlawful activity occurring on Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state, or federal laws

1. **Property Loss**

Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk. Tenant had been advised to obtain Renter's Insurance that provides comprehensive property insurance for Tenant's property that insures against any loss due to but not limited to leaking pipes, theft, vandalism, ﬁre, windstorms, hail, ﬂooding, rain, lightning, tornadoes, hurricanes, water leakage, snow ice, running water or overﬂow of water or sewage. Landlord and Landlord's Agent shall not be liable for any injury or damage cause by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of losses for such events.

1. **Right of Access Signage**

Upon 24-hour advance notice to Tenant, Landlord shall have the right Monday through Saturday

from 9:00 a.m. to 8:00 p.m. to access the premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In addition, Landlord may enter the Property and Premises at any time to investigate potential emergencies. Evidence of water leaks, ﬁre, smoke, foul odors, sounds indicating the possibility of an injured person or animal, and other similar evidence of an emergency shall be sufﬁcient grounds for Landlord to –enter Property and Premises for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord may also place a “for rent" or “for sale" sign in the yard or on the exterior of any dwelling on Property and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Landlord's Agent who may show Premises to prospective tenants and buyers. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of $25.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

1. **Rules and Regulations**
2. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If any keys to Premises and Property are not returned with Tenant vacates Premises, Landlord may charge a re-key charge in the amount of **seventy-five ($75.00) dollars.**
3. Motor vehicles with expired or missing license plates, non—operative vehicles, motor vehicles leaking oil, are not permitted on the Property. Any such vehicle may be removed by Landlord at the expense of the Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
4. Other than normal household goods in quantities reasonably expected ln normal household use, no goods or materials of any kind or description which are combustible, would increase ﬁre risk, or other casualties, shall be kept in or placed on Property.
5. No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and

Curtain rod brackets may be placed in walls, woodwork, or any part of Premises.

1. No animal or pet shall be kept on the Premises without prior written consent of the Land lord.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Landlord's Agent discovers Tenant has a pet in Premises or on Property without Landlord's

written consent, Landlord may serve a fourteen (14)-day notice to Tenant to remove the pet, if pet is not removed Tenant is considered in Default of this Agreement.

1. Tenant shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners,

gasoline, kerosene, or any other product which can cause environmental contamination on or in Property.

1. No waterbeds are allowed in Premises without written consent of Landlord.
2. No window treatments currently existing on windows shall be removed or replaced by Tenant without written permission of Landlord.
3. Tenant shall comply with all posted Rules and Regulations governing the use of any recreational facilities, if any, located on Property.
4. Tenant shall comply with all posted Rules and Regulations governing the parking of motor

vehicles on the Property or the use of driveways, sidewalks, and streets on Property. Parking is permitted in any available marked parking space. Tenant shall park in marked space(s)

only and parking area is to be kept in clean and orderly condition at all times. Landlord and

Landlord's Agent is not responsible for any theft or damage to tenant's vehicles. Nor is Land lord or Landlord's Agent responsible for any theft of personal property from Tenant's vehicles. Tenant is fully responsible if vehicle is towed or impounded.

1. Tenant shall only skateboard, skate, rollerblade, or bicycle on paved portions of the Property and while wearing proper safety equipment.
2. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet, alarm, or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord in writing. Landlord does not warrant alarm, or date wiring and/or systems serving Property.
3. Tenant shall be prohibited from improving, altering, or modifying the Property (including
4. painting) during the term of this Agreement without the prior written approval of the Landlord. Any improvements, alterations, or modiﬁcations approved by Landlord shall be deemed to be for the sole benefit of the Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Any improvements, alterations, or modiﬁcations of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant.
5. Tenant is responsible for changing Air Filter monthly on the HVAC system. If proper monthly air ﬁlter changes are not made and damage is cause to property or HVAC system because of

improper care, tenant will be responsible for damage to property and/or HVAC Unit.

1. Tenant and Tenant's household members, invitees, and guests may not smoke on the Property.
2. All grills and items related to grilling; including, but not limited to charcoal, lighter ﬂuid, and

other ﬂammable items cannot be stored on patio, porch, or deck. They must be used in

accordance with Alabama law and remain and be used 45 feet away from the building.

1. Tenant shall keep utilities serving the Property at all times during the term of the Lease and

through the completion of the Move-Out Inspection including but not limited to water, electric, and gas. Should tenant fail to keep utilities on through the Move-Out Inspection Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of $50.00.

**X\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_**

1. **DEFAULT**
2. **Default Generally.**

Tenant shall be in default of this Lease upon the occurrence of any of the following

Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth

herein or otherwise fails to abide by the terms and conditions of this Lease. Prior to

terminating the Lease for any of the above-referenced reasons, Landlord shall give

Tenant notice of the default and a three (3) day opportunity to cure the same except in situations where the default is incapable of being cured within that time frame or the nature of the Tenant's default, if not cured, poses a risk of damage or injury to

Landlord, Landlord's Property, or other persons-or property as determined in the sole

discretion of Landlord.

1. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or other terms and conditions of the Lease a total of three (3) or more times during the term of the Lease, regardless of whether such violations are cured.
2. Tenant ﬁles a petition in bankruptcy (in which case the Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted.)
3. Tenant fails to timely pay rent or any other amounts owed to Landlord under this Lease
4. Tenant fails to reimburse Landlord for any damages, repairs, and costs to the Premises or Property (other than normal wear and tear and items identiﬁed in the Move-In Move- Out Inspection Form) caused by the actions or neglect of Tenant or members of Tenant's household and their invitees, licensees, and guests.
5. Tenant is absent from the Premises for seven (7) or more consecutive days while rent or any debts remain unpaid to Landlord. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and terminate this Agreement without notice to the tenant.
6. Tenant uses vulgar or profane language towards the owner and or owner(s) agent.
7. Tenant threatens and or otherwise threatens to damage the landlord’s premises.
8. Tenant exhibits strange behavior within the first 3 months of the lease being signed.
9. **Effect of Default**

If Tenant defaults under any term, condition, or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available legal and equitable remedies to remedy the default; Upon a Tenant default, Tenant shall remain fully liable to pay all rent, fees, and other charges through either: (a) the end of the Lease Term; or (b) the date that the Property is re-rented and the tenant under the new lease takes occupancy and pays all initial amounts owed under the lease. Landlord reserves the right to ﬁne Tenant either option or less as they see ﬁt. Ali rights and remedies available to Landlord by law or in the Lease shall be cumulative and concurrent.

1. **Destruction of Property**
2. If ﬂood, ﬁre, storm, mold, other environmental hazards that pose a risk to the occupants

health, other casualty, or Act of God shall destroy (or so substantially damage as to be

uninhabitable) Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction.

1. If Premises is damaged but not rendered wholly untenable by ﬂood, ﬁre, storm, or other

casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.

1. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.
2. **Mortgagee’s Rights**

Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any

deed to secure debt which is now or shall hereafter be placed on Property. If requested, Tenant

shall execute promptly any certiﬁcate that Landlord may request to effectuate the above.

1. **Disclaimer.**
2. **General.**

Tenant and Landlord acknowledge that they have not relied upon any advice, representations, or statement of Landlord’s Agents and waive and shall not assert any claims against Landlord's Agent involving the same. Tenant and Landlord agree that no Landlord's Agent shall have any responsibility to advise Tenant and/or Landlord on any matter including, but not limited to, the following, except to the extent the Landlord's Agent has agreed to do so in separately executed

Property management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any items therein; building products and construction and repair techniques; the necessity or cost of any repairs to the Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of

Property; and condition(s) existing off Property which may affect Property; and the uses and zoning of Property whether permitted or proposed. Tenant and Landlord acknowledge that Landlord's Agent is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice reIative there to. Tenant and Landlord acknowledge that Landlord's Agent shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and

that such task clearly falls outside the scope of Property Management Services.

1. **Early Termination by Tenant.**
2. **Right to terminate Early**

Provided Tenant is not in default hereunder at the time of giving notice, Tenant has strictly

complied with all the provisions of this paragraph, and termination is as of the last day of a

calendar month, Tenant may terminate this Lease before the expiration of the term of the

Lease by:

1. Giving Landlord no less than **thirty (30) days’** notice on or before the day rent is due

as shown in rent paragraph above, plus;

2. Paying **all monies due through date of termination**, plus;

3. Paying **the amount no greater than three (3) month's rent in order to cover a**

**vacancy, at owner's discretion**, plus;

4. Return Premises in a clean and ready-to-rent condition; plus

5. Paying a **$1000 administration fee**.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Military Activation.**

Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service Member's Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534.

1. **Active Military.**

If Tenant is on active duty with the United States Military and Tenant or an immediate family member of Tenant occupying Premises received, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: ( 1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property cause by an act or omission of Tenant. If Tenant is active military and presents to Landlord a copy of ofﬁcial orders to transfer to another military location, then and in that event, items 26.A.3 and 26.A.5 above shall not apply.

1. **Other Provisions.**
2. **Time of Essence.**  Time is of the essence of this Lease.

**No Waiver.**

Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such wavier is in writing and signed by Landlord.

1. **Definitions.**

Unless otherwise speciﬁcally noted, the term “Landlord” as using in this Lease shall include representatives, heirs, agents, assigns, and successors in title to Property and the term “Tenant” shall include Tenant's heirs and representatives. The terms “Landlord” and “Tenant” shall include singular and plural, and corporations, partnerships, companies or individuals, as may ﬁt the particular circumstances. The term “Binding Agreement Date” shall mean the date that this Lease has been signed by the Tenant and Landlord and fully signed and executed copy thereof has been returned to the party making the offer to lease.

1. **Joint and Several Obligations.**

The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

1. **Entire Agreement.**

This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding**.**

 **X\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_**

1. **Headings.**

The descriptive headings used herein are to facilitate reference only, do not form a part of this agreement, and shall not in any way affect the construction or interpretation hereof.

1. **Severability.**

If any provision or portion of this Agreement is held to be invalid or unenforceable by applicable Alabama law, judgment or court order, the other provisions comprising this Agreement shall remain valid and in full effect, to be enforced to the maximum extent permitted by law.

1. **Attorney's Fees, Court Costs, and Costs of Collection.**

**Whenever any monies due hereunder are collected bylaw or by attorney at law to prosecute such an action, the both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.**

1. **Indemnification.**

Tenant agrees to indemnify and hold Landlord and Landlord's Agent harmless from and against any and all injuries, damages, losses, suites and claims against Landlord and/or Landlord's Agent arising out of or related to: (1) Tenant's failure to fulﬁll any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the accts or omissions of Tenant or Tenant's family members, invitees, or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien, or other encumbrance ﬁled against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is cause by the intentional wrongful acts of Landlord or Landlord's Agent); (5) failure to maintain or repair equipment or ﬁxtures, where Landlord and/or Landlord's Agent use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Landlord's Agent with respect to any of the above-referenced matters. In addition to the above, Tenant agrees to hold Landlord's Agent harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes, or homeowners' association fee’s on the Property or not fulfilling the Owner’s obligations under this lease. For the purpose of this paragraph, the term “Landlord's Agent" shall include Landlord's Agent and

afﬁliated licensees, employees, and ofﬁcers, directors and owners of said ﬁrm.

1. **Notices.**
2. **All Notices Must be in Writing.**

All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices required or permitted hereunder shall be in writing, and signed by the party giving notice.

1. **When Notice to Landlord's Agent is Notice to Landlord**.

Except in the case where the Landlord's Agent is practicing designated agency, notice to the Landlord's Agent or the affiliated licensees or employees shall for all purposes herein be deemed to be notice to that party. In any transaction where the Landlord's Agent is practicing designated agency, only notice to the afﬁliated licensee or employee designated by Landlord’s Agent to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the person intended to receive the

same.

1. **Method of Delivery of Notice.**

Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service; (3) by facsimile transmission (FAX); (4) by registered or certiﬁed US Mail, pre—paid return receipt requested; or (5) email.

1. **Addresses**.

Parties shall address notices under above mentioned method to the following addresses LANDLORD:

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

(“Landlord”)

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

(“Landlord Address”)

Or/

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

(“Landlord Agent”)

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

(Landlord Agent” addresses)

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

TENANT(S):

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

(TENANT(S) Address

1. **When Notice is Deemed Received.**

Except as may be provided herein, a notice shall not be deemed to be given, delivered, or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it ls transmitted provided that the sending FAX produces a written conﬁrmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent. Notice sent by FAX to Landlord's Agent shall only be sent to the FAX number of the Landlord's Agent, if any, set forth herein: (a) Personal delivery of notice to a designated agent shall only be deemed to be received when it is actually received by the designated agent or delivered to the ofﬁce of the Landlord's Agent in which the Landlord's Agent is rostered, at a time when an agent or employee of the Landlord's Agent is there to receive it; (b) Personal delivery of notice to

Landlord's Agent shall only be deemed to be received when it is: (1) actually received by Landlord's Agent (if the Landlord's Agent is a person); (2) actually received by an agent acting on behalf of the Landlord's Agent in the transaction in which notice is being sent; or (3) deliver to either the main ofﬁce of the Landlord's Agent or the ofﬁce of the Landlord's Agent in which the agent representing the Landlord's Agent is rostered at a time when an agent or employee of the Landlord's Agent is there to receive it.

1. **Notice by Fax or E-mail to Landlord’s Agent.**

Notices by FAX or E-Mail to Landlord's Agent or the afﬁliated employee may only be sent to the e—mail address and FAX number, if any, of the Landlord's Agent set forth in the Landlord's Agent Contact Information Section of the signature page of this Agreement or subsequently provided by the Landlord's Agent following the notice procedures set forth herein. If no FAX number or e-mail address is included in the Landlord's Agent Contact Information Section of the signature page of this Agreement (or is subsequently provided by the Landlord's Agent following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein. Notice to Landlord's Agent employee or afﬁliate who is working with, but not representing a party,

shall not be deemed to be notice to that party.

**X\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Certain Types of Signatures Are Originals.**

A facsimile signature shall be deemed to be an original signature for our purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if thee-mail is sent from the e-mail address of the party.

1. **Appliances.**

The following appliances are in Property and included in this Lease:

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

Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.

1. **Keys.**

Landlord or Landlord's Agent may release keys to Property to any of the occupants listed herein.

1. **Wavier of Homestead Rights.**

Tenant for him and his family waive all exemptions or beneﬁts under the homestead laws of Alabama.

1. **Governing Law.**

This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Alabama. This Lease is not intended to create an estate for years on the part of the Tenant or to transfer to Tenant any ownership interest in the Property.

1. **Security Disclaimer.**

Tenant acknowledges that: (1) crime can occur in any neighborhood include the neighborhood in which Property is located; and (2) while Landlord may from time to time do things to make Property reasonable safe, Landlord or Landlord's Agent are not providers or guarantors of security in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonable safe for Tenant and Tenant's household and their invitees, licensees, and guests know the risk of crime. If during the term of the Lease any above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

1. **Rental Application(s).**

Tenant's Rental Application IS NOT attached hereto as an exhibit. If the rental application is later discovered that the information disclosed therein by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.

1. **Landlord's Agent Disclosure**.

The name and address of the Owner of record of the Property or the person authorized to actor and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

Will Owens / American Dream Properties Inc.

P.O. Box 923

Smyrna Ga, 30081

P- (770) 658-2056 Leave a message or text if no one answers

1. **Manager**

The name and address of the person authorized to manage the Property is as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Exhibits.**

All exhibits attached hereto listed below or referenced herein are made a part of this Lease. If any such exhibit conﬂicts with any preceding paragraph, said exhibit shall control:

­­­­­­­­­­­­­­­­­­EXHIBITS A, B, C, D

1. **Special Stimulants**

The following Special Stipulations, if conﬂicting with any exhibit or preceding paragraph, shall

control:

­­­­­­­­­­­­­­­­­­­­­**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**­­**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(“Landlord’s Agent”)**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Tenant (“Tenant”)**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Tenant (“Tenant”)**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A**

**Drug Free Housing and Criminal Activity**

This Drug Free Housing and Criminal Activity is attached to and made a part of the lease for

address of premises located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Tenant, any member of the Tenant’s household, a guest or other person under the

Tenant’s control shall not engage in or facilitate criminal activity on or near the building

or property, including but not limited to, violent criminal activity or drug-related criminal

activity.

1. The Tenant, any member of the Tenant’s household, a guest or other person under the

tenant’s control shall not permit the dwelling unit or properly to be used for, or to

facilitate, criminal activity including, but not limited to, violent criminal activity or drug-

related activity.

1. **“VIOLENT CRIMINAL ACTIVITY**” means any felonious criminal activity that

elements the use, attempted use, or threatened use of physical force against the person or

property of another.

1. **“DRUG-RELATED CRIMINAL ACTIVITY”** means the illegal manufacture, sale,
2. controlled substance (as deﬁned in section 102 of the Controlled Substances Act (21

U.S.C. 802).

1. Violation of the Above provisions shall be a Material Violation of the Lease and Good

Cause for Termination of Tenancy. A single violation of any of the provisions of the

Addendum shall be deemed a serious violation and a material noncompliance with the

lease. It is understood and agreed that a single violation shall be good cause for

termination of the lease and immediate eviction from the property. Unless otherwise

provided by law, proof of violation shall NOT require criminal conviction, but shall be a

preponderance of the evidence as determined by the Lessor.

1. In case of any conﬂict between the provisions of the Lease Addendum and any other provisions of the LEASE, the provisions of the Lease Addendum shall govern.

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

Tenant (s)

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

**Exhibit B**

**MOLD AND MILDEW ADDENDUM**

This Mold and Mildew Addendum is attached to and made a part of the lease for address

of premises located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residents acknowledges that it is necessary for Resident to provide appropriate climate

control, keep the Dwelling clean, and take other measures to retard and prevent mold and

mildew from accumulating in the Dwelling. Resident agrees to clean and dust the

Dwelling on a regular basis and to remove visible moisture accumulation on windows,

walls, ﬂoors, ceiling and other services as soon as reasonably possible. Resident agrees

not to block or cover any of the heating, ventilation or air-conditioning ducts in the

Dwelling. Resident also agrees to immediately report to the Lessor in writing:

Any evidence of a water leak or excessive moisture in the Dwelling, as well as in

any storage room, garage or other common area.

Any evidence of a mold or mildew like growth that cannot be removed by simply

applying a common household cleaner and wiping the area.

Any failure to malfunction of the heating, ventilation or air conditioning system in

the unit.

An inoperable window and doors.

Resident further agrees that resident shall be responsible for damage to the unit and

Resident’s property as well as injury to Resident and Occupants resulting from Resident’s

failure to comply with the terms of this addendum.

A default under the terms of this addendum shall be deemed material default under the

terms of the lease, and the Lessor shall be entitled to exercise all the rights and remedies

at law or in equity. Except as speciﬁcally stated herein, all other terms and conditions of

this lease shall remain unchanged. In the event of any conﬂict between the terms of the

agreement. and the terms of the lease, the terms of this addendum shall control. Any

terms that are capitalized but not deﬁned in the lease shall have the same meaning for

purposes of this Addendum as it has for the purpose of this lease.

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

(TENANT)(s)

**Exhibit C**

**SMOKE DETECTOR ADDENDUM**

**NOTICE THIS DOCUMENT PLACES A DUTY UPON THE LESSEE/TENANT/RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO LANDLORD OR MANAGEMENT AGENT IN WRITING.**

**Smoke Detector**: You acknowledge that as of this date, the Said Premises is equipped with one or more smoke detectors; that you have inspected the smoke detector(s); and that you ﬁnd it/them to be in proper working conditions.

**Repair**. You agree that it is your duty to regularly test. the smoke detector(s) and agree to notify property manager or Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within 7 days of receipt of such written notiﬁcation, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.

**Assessments**: You agree to fully and promptly reimburse your property manager or Landlord for any assessments for failing to maintain a smoke detector in the Said Premises.

**Maintenance.** (A) You agree to replace the smoke detector(s) battery no less than a year and if any, at any time the existing battery becomes unserviceable. (B) If after replacing the battery, the smoke detector will not operate, you must inform your property manager or Landlord immediately in writing of any deﬁciencies.

**Replacement**: You agree to reimburse your property manager or Landlord, upon request, for the cost of a new smoke detector and the installation thereof in the event the existing smoke detector(s) becomes damaged by you or your guests or invitees.

Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE

OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE

DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND

HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE

OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S), REGARDLESS

OF WI-IETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED

WITH, OR IN ANY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION,

REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S). NO

REPRESENTATION, WARRANTIES, UNDERTAKIN G OR PROMISES, WHETHER ORAL OR

IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES

TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF

THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY

NATURE REGARDING SAID SMOKE DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED

WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES

AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (l) YOUR FAILURE TO

REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWN ER OF

ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3)

THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE

ALARMS PRODUCED BY THE SMOKE DETECTOR(S).

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Entire Agreement**: The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced Said Premises. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.

**Term**: The term of this Addendum shall be the same term as lease renewal or extension of rental agreement.

**Acknowledgement**: I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to lessor or agent in writing. SIGNED this day of (MONTH, YEAR) Lessee/Resident(s) Lessor/Management

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TENANT)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TENANT)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(LANDLORD)

**Exhibit D**

RENTAL POLICIES ADDENDUM

This Rental Policies Addendum is attached to d made a part of the lease for address of

premises located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We realize and understand that failure to comply with the Policies and Lease

Addendum’s is a violation of the Lease Agreement and is grounds for termination of

lease.

**YOUR SECURITY DEPOSIT**

In order to be eligible for a security deposit refund upon moving the following criteria

must be satisﬁed:

1. Full compliance to the terms of the lease must be fulﬁlled.

2. Thirty (30) day written notice to vacate must be submitted to Landlord’s Agent.

3. That there are no unpaid charges or delinquent rents.

4. A forwarding address is left with the Landlord’s Agent.

5. A Move- Out Inspection is completed & signed by all parties. Should the

Residents not comply, the Landlord’s Agent will complete a checkout report,

this will be FINAL.

6. There is not damage to the dwelling or appliances beyond normal wear.

7. All keys must be turned in to the Landlord’s Agent the day you vacate the dwelling or rent will continue to accrue.

8. No items are to be left in the dwelling such as clothes hangers, trash, and ﬂowerpots

or other debris. To include removing all shelf paper in drawers and cabinet. An;

personal items that remain after keys are turned in will be removed immediately

at the tenant’s cost.

9. All replacement items: light bulbs, ice trays, sink stopper, etc. is accounted for.

l0. The entire dwelling is thoroughly cleaned, including floors, baseboards, light

fixtures, appliances, windows, blinds, walls, bathroom and kitchen ﬁxtures,

cabinets and closets.

11. Carpets have been professionally steamed cleaned and receipt provided to

property manager at the time of walk out.

i2. No alterations have been made to the dwelling, other than with written

authorization: paint colors on wall or ceiling, wall covering, door locks, etc.

13. The security deposit will be refunded collectively to each person signing the

Lease unless Tenant is given written agreement signed by all Tenants with

instructions to refund deposit otherwise.

14. The security deposit may not be applied as rent, and I/W e understand that

the full month’s rent will be paid the first of each month, including the last

month of occupancy.

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*If all the above criteria are fulﬁlled, the entire security deposit will be returned within

thirty (30) days after the move out date to forwarding address that was provided.

**RENTAL COLLECTION POLICY**

1. Rent is due on or before **the first day of each month. It is considered late at the**

**end of business day on the 5th day of the month.**

2. After the 5th day there is a late charge of $100.

3. Every day after the 5th a $10.00 fee will be assessed every day until the full rent is paid including late fees.

4. All payments mailed must arrive in the ofﬁce before the 5th of each month.

5. Only money orders or certiﬁed checks will be accepted after the 5th of the month.

6**. After one N.S.F. check, we will not accept another personal check**.

7. If your rent has not been paid by the 8th day of the month, you will be asked to

vacate your dwelling and legal action will begin through the Magistrate court for your removal in accordance with State Law.

The Tenant will be held responsible for paying all court costs and shall forfeit all deposits.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OTHER RENTAL POLICIES**

1. When hanging pictures use either bulldog hangers or small nails, DO NOT use

self-adhesive hangers.

2. Tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash

and grass clippings picked up on a regular basis (minimum of once every two weeks’ in

growing season and fall leaf season) and shall keep Property, including yard, lot,

grounds, Premises, walkways, and driveway clean and free of rubbish, trash, and debris.

Upon---inspection if yard is not maintained properly Landlord will perform

maintenance at Tenant’s expense.

3. **Change the air conditioning/furnace filters every 30 days** (based on type of

ﬁlter you use). If proper monthly air ﬁlter changes are not made and damage is cause to

property or HVAC system because of improper care, tenant will be responsible for

damage to property and/or HVAC Unit.

4**. Management reserves the right to do interior and exterior quarterly**

**inspections with 24-hour notice to Tenant**. If inspection shows misuse of

Property and/or violation of Lease Agreement Landlord may pursue all options

given to have property restored to proper condition at expense of Tenant.

5. When electric wires of any kind are introduced they must connect to existing wall receptacles. No boring or cutting for wires of any kind will be allowed.

6. Residents or guests shall not do anything on the premises that will in any way

violate any of the laws of the local community, that state in which the premises is located, or the Federal Government.

7. The residents shall do anything in the premises, or bring or keep anything therein, which will be in anyway increase or tend to increase risk of ﬁre, and which shall conflict with the regulations of the ﬁre department or the ﬁre laws, or with any insurance policy for the dwelling, or with any rules or ordinances established by the Board of Health.

8. Tenant is responsible for updating Management with any contact information change such as phone numbers, email addresses, etc.

9. Tenant can be held responsible for utility fees associated with repairs/cleaning after moving out due to negligence of the tenant.

10. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If any keys to Premises and properly are not returned with Tenant vacates Premises, Landlord may charge a re-key charge in the amount of seventy-five ($75.00) dollars.

11. Residents must submit in writing to Lessor all maintenance repairs requests. Because of your personal possessions mean more to you than anyone else, we want to urge you to protect your belongings with \*\*RENTERS INSURANCE“

12. In accordance with your lease agreement, Landlord or Landlord’s Agent is not responsible for any loss, damage, or thefts of your property.

13. Tenant is responsible to trouble shoot Maintenance Calls. Before calling please check plugs, breakers, on/off switch, to conﬁrm the issue. Please have a detailed description of issue, and when and how it happens to expedite repair. If Tenant does not properly trouble shoot, and upon Maintenance being called out to property and finds issue could have been resolved by Tenant, Tenant is charged and responsible for a **$75 service call**.

14. No Smoking inside premises. At Landlord’s Agents discretion, if it is deemed that smoking took place inside property a $1500 charge will be charged to Tenant to odor treat property. **DO NOT SMOKE INSIDE PREMISIS**.

15. All grills and items related to grilling including but not limited-it to charcoal lighter ﬂuid and other ﬂammable items cannot be stored on patio, porch, or deck. They must be used in accordance with Alabama law and remain and be used 45 feet away from the building.

16. No foreign objects should be ﬂushed or put down the drains, including feminine products. These items cause backups and interfere with draining. We also suggest using Drano monthly to help the bath tubs continue to drain properly. If foreign objects are found to cause a backup, Tenant will be responsible for damage.

**MAINTENANCE INSTRUCTIONS**

**AFTER HOURS PLEASE CALL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, please clearly leave a message**

**stating the emergency and your phone call will be returned as soon as it is received.**

**PLEASE CALL 911 FOR FIRE, DANGER, OR SMELL OF GAS**

**l**. Determine if Maintenance issue is an emergency or non-emergency

EMERGENCY — Fire, ﬂood, uncontrollable water, sewer back up,

electrical problem endangering life. If no heat, we/Management recognizes this is a priority item and will make every effort to get it repaired as soon as possible**.**

**ALWAYS TRY REACHING 911 OR AGENT FIRST, IF UNABLE TO**

**REACH EITHER IN A TIMELY MANNER AND TENANT IS**

**EXPERIENCING WATOR OR SEWER ISSUES PLEASE CALL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATING YOUR PROPERTY ADDRESS.**

NON-EMERGENCY - Air conditioning, non-Working dishwasher,

sprinklers, refrigerator, and minor repairs will be handled during business

hours.

**TROUBLE SHOOT BEFORE CALLING:**

 Oven Issues

 Check time to bake to be sure that the setting on the unit are what’s

not preventing the oven to turn on. An oven set time bake will not

heat.

 Check all circuit breakers to make sure one hasn’t ﬂipped.

Air Conditioning Issues \*

 Check all circuit breakers, often during hot weather or if a circuit

breaker overloads, it will ﬂip a circuit breaker.

Please check air ﬁlter and last time it was changed. Air ﬁlters

should be changed every 30 days. A clogged air filter stops air

ﬂow and cause a variety of problems.

 Please press reset buttons on plug. They are on a circuit in the

kitchen and bathrooms, sometimes they are not on the actual

receptacle that is not working. Please press the one in the room

with the plug that is not working. Check all circuit breakers to make sure one hasn’t ﬂipped

AT ALL TIMES, WHEN STORING PESTICIDES, BE CAREFUL OF THE

SAFTEY OF CHILDREN AND ANIMALS.

 RODENT CONTROL — For ordinary mice, there are several common

controls, which can be bought at the grocery store or garden supply stores

such as ACE. If problem persists, call \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENANTS ARE RESPONSIBLE FOR THE FOLLOING:**

* Replacement of light bulbs
* Replacement of Smoke Alarm Batteries. Normally the alarm will emit a

beeping sound when needing a new battery.

* Test smoke alarm every 30 days and report to Management if not working. THIS

IS FOR YOUR SAFETY.

* Keep the dwelling clean, inside and out, free of grease, mildew, &

cobwebs.

* Normal insect and rodent control. Rodent control does not include rats.

 Proper disposal of toxic waste such as oil, antifreeze, batteries, and

solvents.

* Maintain exterior landscaping by mowing, trimming, weeding, fertilizing,

and watering. If there are sprinklers, be sure to monitor the level of water.

 If there is a pool, it is necessary to maintain the Water level.

* Pick up all pet droppings on the property. Keep pets, if applicable, from

causing damage.

* In kitchen, keep all food cleaned up, hood vent cleaned, and oven cleaned

regularly. If oven is self-cleaning DO NOT USE OVEN CLEANER.

This will only ruin the self-clean oven. Follow the instructions for self

cleaning. On regular own use an oven cleaner.

* Keep bathroom properly ventilated to prevent mildew. Use exhaust fan

while on showering and leave on for a reasonable time afterward.

* Christmas and Holiday lights are only displayed during the holiday

season.

Keep yards and side yards free of debris and unsightly junk and weeds. If sprinkler system does not cover entire yard area, tenant will be responsible for watering remainder. With a 30-day notice to Tenant, Management

has the right to hire a monthly gardening service at the Tenant’s

expense if the yard is not maintained to the standard and satisfaction

of the management. Tenant understands that all exterior yard areas are

subject to monthly inspection without prior notice.

POOLS

* Tenant is responsible to maintain the pool, unless a monthly pool

service has been provided and is stated in the lease. Maintenance

of pool includes, but is not limited to, keeping the correct chemical

balance, water level, and vacuuming and cleaning pool weekly.

Keeping pool and pool equipment in proper working order. With

a 30-day written notice to the Tenant, Management has the

right to hire a pool service at the Tenants expense if the pool is

not maintained to the standard and satisfaction of management.

CHIMNEYS

 Tenant is responsible to maintain the chimney, unless otherwise

agreed to with owner. Proper use and maintenance is expected.

Owner is not responsible for any damage caused by improper use

or maintenance of chimney. Tenant must notify Landlord or

Landlord’s Agent in writing promptly of any structural issues.

Landlord and Landlord’s Agent are not responsible for improper or

Irresponsible use of chimney resulting in damage or injury to

tenants or guests.

DECKS

Tenant is responsible for proper use of the deck by occupants and

guests. Tenant should properly maintain deck and is responsible to

notify Landlord or Landlo1'd’s Agent in writing of any structural

issues or damage needing repair. Landlord and Landlo1'd’s Agent

are not responsible for improper or irresponsible use of deck

resulting in damage or injury to tenants or guests.

INVASION OF ANTS, SPIDERS, FLEAS, ETC

 Indoors: For ﬂeas, ants, spiders, etc. insect foggers are the most

Reliable. They can be purchased at any store, follow the instructions on the package. Leave property for several hours or longer if instructions state.

 Outdoors: For ants, ﬂeas, grasshoppers, snails, slugs, etc. can be

controlled by any repellent that can be purchased at any hardware

store. Be sure to follow the directions on the package.

TENANTS WILL BE RESPONSIBLE FOR THE FOLLOWING CHARGES:

* If there is a service call and breaker is tripped
* When an oven is on time bake and not defective.
* When sewer stoppage is caused by Tenant placement of debris in the line

such as toys, tools, rags, diapers, feminine products, extensive toilet paper,

etc.

* Failure to report necessary repairs.
* Failure to meet a vendor at an assigned appointment time.
* Tenant caused damage.
* Damage caused by Tenant and/or Tenant’s Guests or Pets
* Repair reported that does not require service.
* Battery for smoke detector or Battery for remote door opener.

IT IS THE RESPONSIBILITY OF ALL TENANTS TO REPORT ALL

REPAIRS OR PROBLEMS IN THE PROPERTY. FAILURE TO DO SO CAN

MEAN TENANTS MAY BE RESPONSIBLE FOR INCREASED

MAINTENANCE DUE TO FAILURE TO REPORT PROBLEMS. ITEMS TO

BE REPORTED ARE THE FOLLOWING:

* All Toilet and Faucet Leaks
* Plumbing Problems
* Electrical Problems
* Inoperative Smoke Detectors
* Roof Leaks
* Heating and Air Conditioning Problems
* Broken Window or Doors
* Faulty Appliances supplied to Property
* Mal-functioning Sprinklers.
* Any other necessary repair or unsafe condition.
* Major pest control items such as bees, cockroaches, rats, and termites.
* Needed fence repair.

Included are:

1. Tenant move in checklist form
2. New resident’s information form

YOUR SIGNATURE BELOW ACKNOWLEDGES RECEIPT OF ALL POLICIES TO

DATE:

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

(TENANT)

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

(TENANT)

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

(LANDLORD)