

RESIDENTIAL RENTAL AGREEMENT

State of ALABAMA

County of _____

This rental agreement made at _____, ALABAMA, on this ____ day of _____, _____, by and between Tenant(s) (hereinafter called "TENANT"), and Owner (hereinafter called "LANDLORD"), shall provide as follows:

1. This Rental Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006.

2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of _____, State of ALABAMA which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

3. TERMS: This Rental Agreement shall commence on the ____ day of _____, and end on the ____ day of _____. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).

5. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

6. RENT: Tenant agrees to pay Landlord a rent of \$_____ per month,

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payable in advance, on or before the first day of every month during said term for a total rent of \$ _____. The rent is payable to: _____ or as Tenant may be advised from time to time in writing. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement.

7. LATE CHARGE AND METHOD AND ALLOCATION OF PAYMENTS RECEIVED: If the rent is not paid in full by the THIRD (3rd) day of any calendar month, a late charge of \$ _____ per day shall be immediately due and payable, with a maximum charge of \$ _____. If the THIRD (3rd) day of any calendar month falls on a Sunday or Federal legal holiday, then the rent is late if not paid in full on the next business day. Further, if the rent is paid by a check or other financial instrument returned by the financial institution for any reason, in addition to the late charge set forth above, a Returned check charge shall also be due and payable in the sum of \$ _____. Tenant agrees that the combination of late charges and returned check charges provided for by this paragraph as a reasonable estimate of Landlord's bank charges, administrative fees, loss of use of the rent due, and other damages which could otherwise be difficult or impractical to ascertain. All payments received after the tenth (10) of the month must be in the form of cashier's check or money order. All monies paid will be applied first to any previous balance due on Tenant's account including rent, late charges, returned any previous balance due on Tenant's account, including rent, late charges, returned check charges, and damages and secondly, to current rent. No cash will be accepted. All checks must be from Tenant of record named in the lease. No third party checks will be accepted unless approved by the Landlord in advance. All personal checks will be run through Tenant's bank one time only. If Tenant has had two checks, or in the event of a Notice to Pay Rent or Quit, Tenant agrees that payment must be made in the form of cashier's check or money order only.

8. OCCUPANTS: Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

In no event shall more than _____ persons be allowed to occupy said premises.

9. RENEWAL TERMS: With thirty (30) days written notice, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

10. ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublet said

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premises, or any part thereof without the written consent of Landlord. Each and every transfer or assignment of this residential agreement, or any interest herein by the Tenant, shall be null and void, unless the written consent of the Landlord be first obtained. Any violation hereof is agreed and understood to constitute a substantial and material breach of this lease, with all of the rights applicable thereto for any other default hereunder. Tenant must have written permission from Landlord for guests to occupy the premises for more than _____ days.

11. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except:

_____ which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. TENANT OBLIGATIONS: Tenant agrees to comply with the provisions of §35-9A-301, *Code of Alabama* 1975, and to keep the dwelling unit and all parts of the premises that he leases safe and clean. Tenant shall maintain the premises including any parking and yard areas in a clean and neat condition, keeping grass and shrubbery cut and trimmed, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers, providing for prompt and regular removal of same, and Tenant shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises. Automobiles shall be kept in normal parking areas only, such as driveways and carports, and all other vehicles, including, but not limited to, boats and trailers, may be placed on the property only with Landlord's consent. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said premises at all times. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises.

Tenant's duties shall include, but not be limited to, the following: Tenant will replace all plate and other glass, if and when broken; will replace all keys lost or broken; will pay all bills for water, power and gas used on said premises; will keep the interior of said premises in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Tenant's neglect. By way of example, and not by limitation, Tenant shall make all minor repairs such as replacement of washers in faucets and replacement of light bulbs in all fixtures. Tenant agrees to purchase and install, at Tenant's expense, filters for heating and air conditioning systems at least once every three months during the term hereof. Should Tenant fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Tenant, the Landlord may do and undertake the same, after then (10) days written notice, and the Tenant will

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pay the Landlord the cost thereof, together with interest thereon at the highest legal rate, upon demand, and any sums thus due from Tenant to Landlord by virtue thereof shall be secured as additional rent under the terms of this rental agreement.

Tenant, or any member of Tenant's family, guest, or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make, at Tenant's expense, all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation. Landlord is not responsible for changing batteries in smoke detectors.

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Except as provided by law, no repairs, decorating, or alterations shall be done by Tenant without Landlord's prior written consent. Tenant shall notify Landlord in writing of any repairs or alterations contemplated. Decorations include, but are not limited to painting, wallpapering, hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanic's lien recordation or proceeding caused by Tenant.

13. MAINTENANCE OF PREMISES: Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. However, Tenant shall be responsible for any damage caused by the abuse or neglect of Tenant, or any member of Tenant's family, guest or other person under the Tenant's control. Tenant shall immediately notify Landlord, in writing, should any plumbing, electrical, mechanical, or other equipment or part of the Premises become damaged, faulty, or in disrepair. Further, Tenant shall immediately notify Landlord, in writing, when Tenant becomes aware of an inoperable lock or window security. Landlord is not liable for a violation of this section unless Landlord fails to correct a violation within a reasonable time after Landlord, or his agent, has actual knowledge of the deficiency, or receives notice.

14. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: 0 stove, 0 refrigerator, 0 dishwasher, 0 disposal, 0 washer, 0 dryer, 0 microwave, 0 trash compactor, 0 other:

15. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Tenant hereby releases Landlord from any and all claims for damages or loss to Tenant's personal property in, on, or about the Premises, that are caused by, or result from, risks that are, or would, be insured under the insurance described above. Tenant hereby waives any and all rights of recovery and rights of subrogation against Landlord, in connection with any damage or claim that is, or would be, covered by such insurance, except for any damages or rights established under the Alabama Uniform Residential Landlord and Tenant Act of 2006.

16. INSPECTION AND RIGHT TO ACCESS: Landlord, or his agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last six months of this lease to display "For Rent" signs on said premises.

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The Tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant in case of emergency. Such right of entry includes, but is not limited to, the right to spray for insects or carry out other extermination efforts. However, pest control shall be the sole responsibility of the Tenant.

The Landlord shall not abuse the right of access, or use it to harass the Tenant. Except in cases of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least 2 days notice of the Landlord's intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the residence of the Tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the Landlord's right of access to the premises.

The Landlord has no other right of access except: pursuant to court order, as permitted by the Alabama Uniform Residential Landlord and Tenant Act, when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the _____ area, and shall receive permanent change of station orders out of the _____ area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

18. **FIRE, WIND AND OTHER CASUALTY:** If the building leased herein is destroyed by fire, wind or other casualty, without fault of Tenant, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is, or may be a part, shall be damaged by fire, wind or other casualty, without fault of the Tenant, then, and in that event, the Landlord shall have the option to decide whether Landlord shall or shall not repair and restore said building or rented premises to their original shape, and if Landlord decides to repair and restore the building or the rented premises to their original shape, then from the time such damages occur until the repairs are completed, an equitable abatement of the

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rent must be allowed. It is understood, however, that if the damage is such as not to render the rented premises untenable for the purpose for which same are rented, then, there shall be no abatement of the rent while the repairs are being made.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

19. SALE AND CONDEMNATION: In the event the property hereby leased should be sold during the term of this lease, and the purchaser should require possession hereof, Tenant agrees to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding such possession. Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

20. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

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21. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$ _____ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with this lease and the Alabama Uniform Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 35 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. This obligation is met when the landlord mails the portion of the deposit owed and/or the written notice within 35 days by first class mail or better. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

22. SMOKE DETECTOR: The Premises is equipped with a functioning smoke detection device(s)- Tenant acknowledges the smoke detection device was tested and its operation explained by Landlord, or his agent, at the time of initial occupancy, and the detector was operating at that time. Tenant shall be responsible for testing the device(s) at least once a week to determine if the smoke detection device is operating properly. Tenant further agrees to (a) ensure the battery is in operating condition at all times; (b) replace the battery, as needed (unless otherwise provided by law); and (c) if, after replacing the battery, the smoke detection device does not work, immediately inform Landlord, or his agent. Tenant must immediately inform Landlord or agent in writing of any defect, malfunction, or failure of any smoke detection device. In accordance with law, Tenant shall allow Landlord, or his agent, access to the Premises for purposes of inspection and maintenance of the smoke detection device. It is an actionable offense to disconnect or otherwise impair the function of a smoke detection device.

23. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

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If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 6.

The Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

Except as prohibited by applicable law, a landlord may recover actual damages and obtain injunctive relief for noncompliance by the tenant with rental agreement or the obligations of the tenant under §35-9A-301 *Code of Alabama*.

24. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement and court costs.

25. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

26. INVENTORY: Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and

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Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

27. PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments:

(a) a non-refundable fee of \$_____ and

(b) a refundable deposit for the pet(s) in the total amount of \$_____, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

28. IMPROVEMENTS: Any and all improvements erected, made or placed upon the premises hereby leased shall, at and on the completion or installation of same, become the property of the Landlord, whether or not permanently attached.

However, Tenant shall make no alterations in, and to, said premises, and will not paint any part thereof, without the written consent of the Landlord.

29. WAIVER: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

30. SAFETY. If any Public Authority requires structural or other repairs or changes to the premises herein demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces): all or any of which are required by virtue of the Tenant's use of the property, then such changes, repairs, additions, etc., shall be promptly made after notice thereof; solely at the Tenant's expense, and upon the Tenant failing or refusing to do so, the Landlord may (a) consider this lease in default, or (b) make such repairs, changes, additions, etc., at the Tenant's expense, and such sums so expended together with interests thereon at the highest legal rate, shall be payable on demand and be secured as additional rent hereunder.

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31. ADJOINING PROPERTY: Landlord does not warrant any rights to light, view or air over adjoining property, and any diminution, shutting off of light, view or air by any structure which may exist or be erected adjacent to said building shall in no way affect this lease, or impose any liability on Landlord.

32. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

33. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors in interest, legal representatives, and assigns, as fully as if said quoted words were inserted after the word "Landlord" and "Tenant" wherever they appear herein, except that this provision shall not permit the assignment of the Rental Agreement, or subleasing of the premises except on the conditions here imposed.

34. WAIVER OF EXEMPTIONS: In order to further secure the prompt payments of said rents, and when the same mature, and the faithful performance by the Tenant of all of the terms, conditions and covenants on the part of the Tenant herein, and all damages and costs that Landlord may sustain by reason of the violation of any of said terms, conditions and covenants on the part of the Tenant herein, the Tenant does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and laws of the State of Alabama, or any other state.

35. CREDIT REPORT: As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of his/her credit obligations. Tenant authorizes Landlord, his agents, and collection agency, to obtain Tenant's consumer credit report for use in attempting to collect past due rent, late fees, or other charges, both during the term and hereafter.

36. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

37. SURRENDER: At the expiration of the tenancy herein created, Tenant shall surrender the leased premises in the same condition of cleanliness, repair and sightliness

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as the leased premises were in upon the commencement of this lease, unless meanwhile repaired in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for payment of rent. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

38. **HOLDING OVER:** Should the Tenant continue to occupy the premises after the expiration of said term, or after a forfeiture incurred, then, the Tenant shall continue as a tenant under the terms of this lease on a month to month basis, PROVIDED, HOWEVER, that the Landlord reserves the right to adjust the monthly rental payable after said term, and provided further that the Landlord may terminate the lease upon the giving of ten (10) days written notice and without further notice to recover possession of said property.

39. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

40. **MORTGAGE:** This Rental Agreement shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building, and all advances made or hereafter to be made upon the security thereof. The Tenant binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Landlord. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage or not, the Tenant's absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Tenant shall pay all rents and perform all duties required of Tenant hereunder.

41. **EASEMENTS:** No representation on the part of the Landlord, or his agent, is herein contained concerning the existence or not of any rights-of-way, party wall agreements- zoning ordinances, easements, prescriptions, or covenants running with the land affecting the property or improvements, and to the extent only as such may be determined by a physical inspection of the property or improvements, and/or as such may be of record in the Probate Court of Baldwin County, Alabama, the Tenant takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land and zoning ordinances, and to indemnify and hold the Landlord harmless for any violations or breaches thereof by said Tenant.

42. **LANDLORD'S RIGHTS CUMULATIVE:** The failure of the Landlord to insist in any one or more instances, upon a strict performance of any of the covenants of this lease,

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or to exercise any option herein contained, shall not be construed as a waiver, or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Landlord.

43. RULES AND REGULATIONS: The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.

44. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

45. NOTICES. Except under those circumstances where it is requisite that notice be given to the Tenant at the demised premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Landlord or the Tenant, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified Mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may designate in writing.

46. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands, unless otherwise stated herein, shall be addressed and sent to:

Mail:

Phone:

Other:

47. TENANT'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands, unless otherwise stated herein, shall be addressed and sent to:

Mail:

Phone:

Other:

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48. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

49. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

50. MEGAN'S LAW: The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

51. RIDERS: All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed rental agreement shall supersede and control.

52. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

53. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth

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herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

54. ACCELERATION: Upon default, early termination of this rental agreement, or re-entry upon said premises for any one or more of the causes set forth above, the rents hereunder for the entire rental term and any other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Landlord. Before vacating, Tenant must give Landlord advanced written notice as provided herein. Tenant's Notice of Intent to Vacate Rental Unit does not release Tenant from liability for the full term of the Rental Agreement, or any renewal or extension. Tenant's Notice of Intent to Vacate Rental Unit must be in writing and cannot terminate the Rental Agreement sooner than the end of the original full term, any renewal, or extension. Tenant's verbal notice of intent to vacate will not be accepted and is not valid to terminate this rental agreement. If Tenant chooses to vacate upon expiration of the Rental Agreement, a written 30 day prior notice shall be required. The lease shall automatically convert to a month-to-month tenancy unless Landlord receives Tenant's Notice of Intent to Vacate Rental Unit 30 days prior to Tenant's actual vacancy. Failure to comply with this provision shall result in Tenant's responsibility for thirty (30) days' rent from when said notice is received by Landlord. In the event Tenant tenders to Landlord rent for an additional month, Landlord's acceptance thereof shall result in this Rental agreement being converted to a month-to-month tenancy, and all other terms of the Rental Agreement shall remain in full force and effect. If this Rental Agreement is, or is converted to, a month-to-month term, the Rental Agreement may be terminated by either Landlord or Tenant by giving a thirty (30) day written Notice of Termination at any time.

55. ADDITIONAL TERMS:

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of

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this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

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

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Witness

Tenant

Witness

Tenant

Witness

Landlord

Witness

Landlord's Agent

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