

Rock Point Rental

DATE OF LEASE: ____/____/____

Landlord: _____

Tenant(s): _____

Landlord agrees to lease and **Tenant** accepts this lease on the following conditions:

Every signatory to this Agreement as a Tenant or Guarantor agrees to be jointly and severally liable as to each and every obligation imposed upon any Tenant under this Agreement and by any and all applicable laws, including without limitation, the Alabama Uniform Residential Landlord and Tenant Act.

1. PROPERTY AND OCCUPANTS

Landlord agrees to lease to **Tenant** the following Property:

- a. _____
- b. **Unit:** _____ **Tenant's** specific Building, **Unit** and Bedroom will be assigned to **Tenant** by **Landlord** prior to the beginning of the TERM listed in **Paragraph 2**.
- c. Address of Property: _____
- d. Desired Unit & Bedroom Description
 1. Unit Type: _____ bed(s) _____ bath(s) _____
 2. Floor Plan Style (ex. A, B, C): _____

Landlord has the right to relocate **Tenant** to another bedroom and/or Unit of comparable floor plan style, bedroom type and level. In the event that **Landlord** must relocate **Tenant**, **Landlord** agrees to exercise its best commercial efforts to relocate **Tenant** to a comparable Bedroom and/or Unit. **Tenant** acknowledges and agrees that **Landlord** cannot guarantee that **Landlord** will relocate **Tenant** to a comparable Bedroom or Unit type. In the event **Tenant** is relocated to a different Unit type with lower market rent, the **Rent** to be paid by Tenant according to this Agreement will be modified to the **market rent** for such Unit type at the Building with all other aspects of this Agreement remaining unaltered and in effect. If **Tenant** requests a room reassignment, **Landlord** will attempt to accommodate the request but makes no guarantees that any such request can be accommodated. All requests for room reassignment must be provided to **Landlord** in writing.

The "**Property**" is defined as including each of the following:

- a. **Tenant's** use of a Bedroom in a Unit in the Property.
- b. **Tenant's** shared use of the Common Areas in the Unit and the Property (for purposes of this **Lease**, "Common Areas" are those within the **Unit** to which **Tenant** has access without going into another Bedroom and, within the Property, those areas to which all **Tenants** have general access)
- c. **Tenant's** use of all appliances and furniture within the Common Areas of the Unit; and
- d. If bedroom or **Unit** is furnished: **Tenant's** sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of **Tenant's** furniture within **Tenant's** Bedroom;
- e. **Tenant's** shared use of the mailbox assigned to Tenant by the **Landlord**.

2. **TERM** The term of this **Lease** shall commence at 12:00 p.m. on _____ and

shall end at 12:00 p.m. on _____. This period is referred to as the "Term". Tenant agrees that, upon the expiration of the Term or other termination of this Agreement, he/she will quietly, peacefully, and timely deliver possession of the Property to Landlord, without the necessity of demand, in good order and condition, reasonable wear and tear expected and excepted, free of Tenant's personal property, garbage and other waste, and return all keys to Landlord.

- Move in date is _____ (Tenants initial here)
- Move out date is _____ (Tenants initial here)

3. **SECURITY DEPOSIT AMOUNT**

Tenant agrees to tender to Landlord the sum of \$_____ to be held as security for the full and faithful performance by Tenant of all terms and conditions of this Agreement.

4. **SECURITY DEPOSIT TERMS**

The following terms and conditions apply to a **Security Deposit**:

- Tenant must pay the **Security Deposit** amount listed in **Paragraph 3** and **last month's rent** prior to execution of this Agreement. This tender of funds is a condition precedent to any obligation on the part of the Landlord.
- Tenant may not attempt to apply or use the **Security Deposit** for payment of **Rent** under the **Agreement**. Under no circumstances is **Landlord** obligated to apply the **Security Deposit** to **Rent** or other charges which may become due or are in arrears.
- Tenant agrees that **Landlord** may use all or part of the **Security Deposit** to pay **Landlord's** cost to return the Property to move in ready condition and repair or restore damages caused by **Tenant** to the **Property** and to otherwise offset any loss or damages which **Landlord** has suffered by reason of **Tenant's noncompliance with this Agreement or with the Alabama Uniform Residential Landlord and Tenant Act**. Landlord has the right, but not the obligation, to apply the **Security Deposit** to satisfy any unpaid **Rent** or **Additional Rent, Utilities**, and any other expenses, costs, and/or fees due to Landlord, provided the **Landlord** delivers an itemized list of the nature and cost of any and all such charges.
- Tenant agrees that a cleaning fee at the conclusion of the Lease Term of \$_____ shall be deducted from the **Security Deposit**. Tenant agrees that if Rock Point Rental has to touch up the paint or paint the unit at the time the **Tenant's** move out, then Rock Point Rental will deduct the cost of the paint and labor from the **Tenant's Security Deposit**. Tenant also agrees that additional charges of \$_____ for carpet cleaning and \$75.00 for a lock service shall be deducted from the **Security Deposit**.
- Landlord will return the **Security Deposit**, less any outstanding charges as described above, within the time frame required by local or state law, along with an itemization of any and all deductions therefrom provided **Tenant** gives **Landlord** written notice of **Tenant's** new address where any such communication and/or refund may be received by Tenant.

It is expressly acknowledged and agreed by Tenant that the Security Deposit will not be Landlord's limit of damages if Tenant violates this Agreement, as Tenant may be liable for damages, costs, expenses, and Additional Rent in excess of said deposit.

5. **FEES and DEPOSITS –payment in full required prior to lease execution**

In addition to paying Rent, Tenant agrees to pay Landlord the following deposits and fees:

- Application Fee \$ _____
- Security Deposit \$ _____

- c. Last Month's rent \$ _____
- d. Other Fees \$ _____

This tender of funds is a condition precedent to any obligation on the part of the Landlord.

6. RENT

Tenant agrees to pay Landlord a rent of \$_____ per month, payable in advance, on or before the first day of every month during the Term for a total rent during term of this Agreement of \$_____. There are **no prorated Rent** amounts under this **Agreement**. This means that the first and last month's rent (August and July, respectively) will not be prorated because the monthly rent is based on the total rent to be paid during the lease term. **Tenant** must also pay additional charges as identified in the **Agreement as they become due and payable**. The first **Rent** payment is due on _____ --- prior to the lease commencement date as described in Paragraph 2 above regarding the Term --- and a like payment shall be due and payable on the first of each following month (the "Due Date") until the end of the Term unless accelerated by Landlord due to Tenant's default.

- a. **If Tenant does not pay all Rent on or before 5 pm on the 5th day of the month, Tenant will be obligated to pay a late charge of 10 % of the total amount of monthly rent due.**
- b. If **Tenant** does not pay **Rent** on or before the Due Date, **Tenant** will be in default and all remedies under state law and this Agreement will be available to **Landlord**.
- c. **Rent** shall be considered late if it is not received by **Landlord by 5 pm on the 1st day of every month.**
- d. **Tenant** must pay full **Rent** when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. **Landlord** may first apply payment(s) towards any outstanding balance due, such as, but not limited to, delinquencies, prior balances, maintenance, damage charges, additional **Rent**, and lockout fees before any funds are applied to the current Rent amount due.
- e. **Tenant** may pay **Rent** in cash, check, money order, certified funds, or as otherwise agreed by **Landlord** in writing. **Landlord** does not have to give **Tenant** a receipt for rental payments made by check or money order. **Landlord** may, at **Landlord's** option, require at any time that **Tenant** pay all **Rent** and other sums in certified funds, cashier's check, money order, or by some other method or manner as Landlord may reasonably direct and require.
- f. Any accord, satisfaction, conditions or limitations noted by **Tenant** on or in any rental payment shall be null and void and of no force or effect.
- g. **Tenant** is liable for all costs or charges associated with **Landlord** having to provide special services (unless required by law) to **Tenant** or at **Tenant's** request and for all fees or fines as described in the Rules and Regulations.
- h. **Rent payments shall be made payable to _____**
- i. **Rent shall be paid to Landlord at the following address:**

_____ LLC
 PO Box 2490
 Tuscaloosa al 35403

7. DISHONORED/RETURNED PAYMENT

Tenant agrees to pay the sum of \$40.00 if any payment due Landlord is dishonored or returned for any reason. In such event, Tenant shall also pay any applicable late charges as described in paragraph

six (6) above if the dishonored or returned payment is not made good before the fifth day after the due date. If more than one payment of Tenant is dishonored or returned for any reason during the Term, then Landlord may require that all future payments due to it from Tenant, of any nature, shall be tendered in the form of cash, cashier's check, certified check, money order, or some other cash equivalent. If any payment described in paragraphs four (4) or five (5) of this Agreement are dishonored or returned for any reason, then Landlord may declare this Agreement void and immediately terminated. Any dishonored or returned payment may result in a default under this Agreement.

8. DEFAULT CONDITIONS OF AGREEMENT BY TENANT

Tenant shall be in default of this **Agreement** if **Tenant**:

- a. fails to pay **Rent** or **Additional Rent** when it is due; or
- b. does anything which is not permitted by this **Agreement**; or
- c. fails to do anything which is required by this **Agreement**; or
- d. gives **Landlord** false information, including information or signatures on **Tenant's** or the Guarantor's /Co-signer's rental application, the **Agreement**, or the Guarantor Agreement; or
- e. fails to pay for any utility service which are payable by Tenant in timely manner, disconnects or shuts-off any of the utilities which are payable by **Tenant**; or
- f. **Tenant** fails to pay any cost, fine, charge, deposit, or assessment within 3 days after it is levied in accordance with this **Agreement** or the **Rules and Regulations**.

9. ACCELERATION

All monthly **Rent** for the rest of the **Agreement** may be accelerated by Landlord, without notice or demand (before or after acceleration), and will be immediately due and payable if **Tenant** is evicted from or abandons the Property, or if Tenant is otherwise in default of this Agreement as described herein to the extent permitted by law.

10. OTHER REMEDIES

In addition to all of Landlord's other rights and remedies under state and local law and this **Agreement**, **Landlord** may report unpaid amounts to credit agencies. If **Tenant** defaults and moves out early or otherwise abandons the Property, **Tenant** will pay **Landlord** any amounts stated to be rental amounts in Paragraph 6, in addition to other sums due. Upon **Tenant's** default, **Landlord** reserves all other available legal remedies, including but not limited to, **the termination of this Agreement and/or acceleration of all sums due hereunder to the extent permitted by law**. Late charges are liquidated damages for **Landlord's** time, inconvenience, and overhead in collecting late **Rent** (but are not for attorney's fees and litigation cost).

11. LEASE GUARANTEE

If **Tenant** does not meet the residential rental criteria as defined and determined by Landlord and/or as set forth in this **Agreement**, each **Tenant** must provide **Landlord** a **Guarantee** in a form and substance acceptable to **Landlord** and executed by one or more qualified **Guarantors** acceptable to **Landlord**, in its sole and absolute discretion. The **Guarantee** for each **Tenant** must be delivered to **Landlord** within 7 days of **Tenant** signing this Agreement. **Landlord** may cancel this **Agreement** at any time thereafter and/or refuse to grant Tenant access to and/or occupancy of the Property if **Tenant** does not provide the required **Guarantee** to **Landlord** in a timely manner. If **Tenant** does provide a signed **Guarantee**, **Tenant** is still liable for all **Lease** payments for the Term. **It is the Landlord's option to accept or reject any Guarantee offered by Tenant. It is not the option of the Tenant as to whether or not to have the Guarantee completed and returned to Landlord.**

12. **INSURANCE**

It is acknowledged, understood, and agreed to by **Tenant** that **Landlord** does not provide any insurance coverage for the **Tenant's** property. **Tenant** has the responsibility to protect himself/herself and to maintain appropriate insurance over **Tenant's** person and property. **Tenant** should always act on the assumption that no security systems exist because no system, including controlled access gates, courtesy patrol services, or electronic intrusion safety devices can guarantee protection against crime or accidents. Such systems are subject to malfunction, human error, or ordinary avoidance among other issues. Further, repairs to gates, cameras, fences, and other such devices cannot always be completed immediately. **Tenant** acknowledges that he/she has read, understood, and agrees with this notice. **Tenant** has received no representations or warranties, either expressed or implied, as to the overall safety or security of the **Property**.

13. **TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

Tenant expressly and unequivocally agrees to be liable to the **Landlord** and/or to the **Landlord's** insurer for damages to the **Property**, including but not limited to fire and water damage, caused by the **Tenant's** conduct, or the conduct of **Tenant's** occupants, guests, licensees, invitees or agents. **Tenant** agrees to comply in all respects with any policy of insurance covering said **Property** so as not to cause an increase in premium or void any insurance policy or coverage.

Tenant agrees that **Tenant** is responsible for:

- a. all personal property of **Tenant** and of **Tenant's** family, guests, or persons invited by **Tenant** in or on the **Property**, including automobiles;
- b. loss, damage, cost, injury or death caused by **Tenant** or **Tenant's** family, guests, or persons invited by **Tenant** for the use of **Tenant's** property or invited in or on the **Property**;
- c. any claim due to acts or from any failure to act by **Tenant** or **Tenant's** family, guests, or persons invited by **Tenant in or on the Property**;
- d. payment for damages or costs of **Landlord** from any acts of **Tenant** or **Tenant's** family, guests, or persons invited by **Tenant in or on the Property**.
- e. Notifying **Landlord** within seven (7) days of **Tenant's** occupancy of a multi-bedroom unit or house which bedroom he or she is occupying. Failure to honor this provision will limit **Landlord's** ability to fairly apportion damage to the unit among multiple roommates, leaving **Landlord** no choice but to hold all occupants equally responsible for any and all damage to the entire premises.

14. **LANDLORD UNABLE TO GIVE POSSESSION**

- a. **Landlord** will not pay damages to **Tenant** if **Landlord** cannot give possession for reasons beyond **Landlord's** reasonable control.
- b. If **Landlord** is unable to give possession of the **Property** to **Tenant** on the date when the **Term** is to start, **Rent** will be abated on a daily basis during the delay. **Tenant** must pay **Rent** or Additional **Rent** for any part of a month that **Tenant** has possession.
- c. **Tenant** may end the **Agreement** if possession of the **Property** is not given to **Tenant** within 60 days of the date the **Term is to begin**. **Tenant** must give notice to **Landlord** in writing before the 6th day after the 60-day period has expired to end the **Agreement**. The **Agreement** will continue if **Tenant** does not give **Landlord** written notice that **Tenant** is ending the **Agreement in a timely manner, and all** duties and obligations of **Tenant** under the **Agreement** will remain in effect.

If **Tenant** believes **Landlord** has violated any provision of this Agreement, then before **Tenant** may bring any action against **Landlord** for such violation, **Tenant** must first give **Landlord** written notice of the

nature of **Landlord's** violation and allow **Landlord** 30 days to cure the same. This opportunity to cure is a condition precedent to any action or right of action of or by Tenant.

15. **ACCEPTANCE OF CONDITION OF PROPERTY**

- a. Roommate compatibility is not guaranteed.
- b. **Tenant** accepts the **Property** in its present condition and designates it fit and habitable.
- c. **Tenant** shall complete a **Move-In Condition Form** and return it to **Landlord's** Management office within 48 hours of taking possession of the **Property**. As part of this inspection and completion of the Move-In Form, **Tenant** must test all smoke detectors. The purpose of the inspection and form is to document the condition of the **Property** at the time the **Term** commences.
- d. **Tenant** should keep a copy of the Move-In Condition Form signed by **Landlord** or **Landlord's** representative. If **Landlord** receives no such form within the time given, **Tenant** acknowledges that there are no defects or damages and **Landlord** shall be entitled to a presumption of no defects or damages. The **Property** must be returned to the **Landlord** in the same condition as it was provided. **Tenant** is responsible for all damages to the **Property** that occur after acceptance. **Tenant** acknowledges and agrees that having to paint the Property one (1) year after it was painted as a result of Tenant's use of the same is not considered reasonable wear and tear.

16. **USE**

- a. Only a **Tenant** specifically named as such in this Agreement who is also a signatory to this **Agreement** may live in the Property; however, each such **Tenant** acknowledges that the **Property** may be occupied by any other specifically named Tenants who are also signatories;
- b. Persons who are not specifically named as Tenants herein and are signatures hereto may not stay at the Property for more than forty-eight consecutive hours without **Landlord's** prior written consent. **Tenant** hereby agrees that **Landlord** may share **Tenant's** name and contact information with Roommates prior to commencement of the Term.
- c. If **Tenant** allows another person to occupy any unused space in the **Property**, **Tenant** shall first receive written permission from **Landlord** and will remain jointly and severally liable for any and all costs and expenses described herein irrespective of there being another Tenant or occupant of the Property.
- d. **Tenant** may not commit any act or allow any activity to occur on the **Property** which violates or breaks any Federal, State, or local law or ordinance, rule or regulation. **Tenant** may not use or allow the **Property** to be used for any disorderly or illegal purpose. The **Property** may only be used as a private residence.
- e. **Tenant** may not permit or allow any hazardous, flammable, toxic, or noxious substance to be in, on, or around the **Property at any time**. **Tenant** may not do or allow any behavior in the **Property** which is a nuisance or which creates a risk of injury, loss, or damage. **Tenant** may not engage in or allow any activity, which increases the costs of insurance or the **Landlord's** ability to either acquire or keep insurance coverage on the **Property**.
- f. **Tenant shall not affix any items to the walls, door frames, or other portions of the Property, including pull-up bars and the like.**

17. **APPLIANCES AND FURNITURE**

- a. **Landlord** will repair or replace non-working appliances provided by the **Landlord**.

- b. **Tenant** assumes full responsibility for items furnished by **Landlord** and agrees to return them to **Landlord** at the expiration of the **Lease Term** in as good condition as when **Tenant** received them, reasonable wear and tear excepted. **Tenant** shall not remove any of the **Landlord's** furniture, fixtures, or appliances from the room they were in when the Term began without **Landlord's** prior written consent. **Tenant** shall return all furniture, fixtures, and appliances to their original positions prior to vacating the **Property**. **Tenant** shall not remove **Landlord's** furniture, fixtures, and/or appliances from the **Property** for any reason. **Tenant** shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

18. **LAUNDRY FACILITIES**

Tenant is required to clean lint trap after each Dryer use to prevent fire.

19. **UTILITIES**

- a. **Landlord** will supply and pay for the following utilities/services:

Tenant is solely responsible for ALL other utilities, including any associated cost and time/efforts involved in obtaining these services in **Tenant's** name and any and all costs related to these services throughout the entire Term.

Internet and Television Service

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service, and voice service) to the Property or any damage directly or indirectly caused by the interruption, surge, or failure. **Tenant** hereby waives any and all such claims and releases **Landlord** from any and all liability arising therefrom.

Network Access

Landlord has no obligation to furnish any access to the Internet. Even so, **Tenant** may find it necessary to purchase a network interface card, wireless PC card, or other hardware in order to connect to the Internet service provided by **Landlord**, if any. **Landlord** is not responsible for the purchase of these items and **Landlord** cannot guarantee compatibility with any device **Tenant** may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to a TCP/IP. Any conflicts between the software compatibility of the network and the **Tenant's** computer operating system or any other feature will be the responsibility of the **Tenant** to resolve. **Landlord** will not be responsible for software issues related to any user's personal computer.

Acceptable Use

Internet services, equipment, wiring, and/or jacks may not be tampered with or modified. Internet users shall not setup, host, or maintain "server" type services on the Property.

The Internet may be used for only legal purposes and in a legally acceptable manner. Be advised that **Landlord** and **Landlord**-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct occurring on or about the Property.

All users of the Internet are advised to consider the open nature of information disseminated

electronically, and should not assume any degree of privacy or restricted access to such information. **Landlord** and **Landlord** approved-provider, if any, strive to provide the highest degree of security for transferring data, but neither can be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Levels

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effect will be made to ensure the highest possible quality of service is delivered if provided by Landlord. Internet users understand that any content that they may access may be subjected to “caching”. Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency services will happen over the course of the year.

20. TRASH REMOVAL

Pursuant to Ala.Code (1975) § 35-9A-204(c), the Tenant is responsible for supplying a trash receptacle/garbage cart for the Premises. A garbage cart may be obtained from the City of Tuscaloosa by calling Tuscaloosa’s 311 call center.

Trash must be disposed of in accordance with the directions of the **Landlord**. All trash must be removed as it accumulates in, on, or about the **Property**. Trash may not be kept in closets, hallways, basements, etc.

Additionally, **Tenant** may never place trash or debris outside of the front door to the Property, outside trash chutes, in any common area of the Property, or on any patio or balcony.

A violation of these restrictions shall result in a fine or assessment of \$25/occurrence.

If **Tenant** violates local ordinances for removal of trash/recycling and Landlord is fined as a result of any such violation by Tenant, **Tenant** shall pay the fine and any cost incurred by **Landlord** as a result of **Tenant’s** actions or reimburse Landlord for the same.

21. PETS

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in, on, or about the **Property** unless **Landlord** has authorized the same in writing. Except as expressly provided below, if **Landlord** allows an animal, **Tenant** must sign a separate Pet Addendum and pay a non-refundable pet fee of \$500.00. This pet fee in no way limits the Landlord’s right to seek any amount of damage caused by the Tenant or by Tenant’s pet.

Tenant shall not feed stray or wild animals such that any such animals are enticed to come on, in, or about the Property.

If a pet of any type is found in, on, or about the Property in violation of this Agreement, then a fine and/or assessment of \$100/day will immediately be assessed.

22. UNAUTHORIZED VEHICLES

- a. **Tenant** may not park any vehicle on the Property unless **Tenant** executes a **Parking Addendum** allowing the **Tenant** to Park a vehicle on the **Property**.

- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the **Property** at any time.
- b. **Tenant** may not make repairs to automobiles on the **Property**.
- c. **Landlord** may tow, at **Tenant's** expense, any vehicle determined by **Landlord** to have been abandoned, parked, or otherwise in violation of this **Agreement or in violation of any parking regulation, restriction, or law**.

23. **NOTICES**

Landlord and **Tenant** must send all notices by e-mail, via certified or registered mail, posted notes on the main door of the **Property** (if a notice to **Tenant** by **Landlord**), or via hand delivery.

24. **WRITTEN CHANGES TO THE AGREEMENT**

All of the promises and understandings between **Landlord** and **Tenant** are contained in this **Agreement and any addendums thereto, such as Pet Addendums, Rules and Regulations, etc.** There are no other promises or understandings between the parties. Any changes to this **Agreement** must be in writing signed by the **Landlord**. Notwithstanding the foregoing, **Landlord** reserves the right, and **Tenant** hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to **Tenant**.

25. **MAINTENANCE**

Landlord agrees to do any maintenance or structure repairs that are needed to the **Property**. **Tenant** agrees to keep the **Property** clean, neat, and safe. **Landlord** shall act with customary due diligence to:

- a. keep common areas reasonably clean;
- b. maintain fixtures, hot water, heating, and A/C equipment;
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation and fair housing; and
- d. make all reasonable repairs, subject to **Tenant's** obligations to pay for damages for which **Tenant** is liable.

Tenant agrees to

- a. immediately report to **Landlord** any damages or needed repairs; and
- b. pay for repairs which are needed due to the fault of **Tenant** or any of **Tenant's** family or guests.
- c. if **Property** is a house, to keep all parts of the **Property** safe, clean, neat, and free from pests. This means **Tenant** agrees to keep the yard mowed, free of fire ants, keep the roof and gutters free of debris, keep any shrubs and other ornamentals properly and neatly trimmed, keep all landscaping well maintained, and ensure a pest control system is implemented whether by professional pest control service or otherwise. If **Tenant** shall fail to properly perform these obligations, then **Landlord** shall have the right to do so and charge any and all resulting expenses back to **Tenant** as Additional Rent.
- d. **Tenant**, at **Tenant's** expense, shall be responsible for replacement of all interior and exterior light bulbs during the Term of the Lease. All light bulbs must be operational at the time the **Tenant** vacates the **Property**, or the **Tenant** shall be charged for replacing same. If **landlord** changes lightbulbs, a fee of \$10.00 per light bulb changed will be charged to the **Tenant** in order to cover the cost of bulbs.

Landlord may temporarily turn off equipment and/or interrupt utilities to **Tenant's Property** to avoid property damage or to perform work requiring such interruption as determined in **Landlord's** sole

judgment. **Landlord** will not be liable for any inconvenience, discomfort, disruptions or interference with **Tenant's** use of the **Property** because **Landlord** is making repairs, alterations, or improvements to the **Property**. If **Tenant** requests any repairs and **Landlord** approves such request, the repairs will be done during the **Landlord's** usual working hours unless **Tenant** requests in writing that such repairs be done during other hours. If **Landlord** approves such request, **Tenant** will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the **Property**, including:

Tenant shall (a) remove any visible moisture accumulation in or on the **Property**, including on walls, windows, floors, ceiling, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the **Property** at reasonable levels, (e) clean and dust the **Property** regularly, and otherwise keep the **Property**, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord in writing of the presence of any of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the **Property** or in any Common Areas.
- b. Mold or mildew growth in or on the **Property** that persists after **Tenant** has tried to remove it as directed above,
- c. A malfunction in any part of the heating, air-conditioning, or ventilation system in the **Property**.

Tenant shall be liable to **Landlord** for damages sustained to the **Property** or to **Tenant's** person or property as a result of **Tenant's** failure to comply with the terms of this Agreement, including this subsection. If **Landlord** incurs the cost of pest control for the benefit of the **Property** as a result of **Tenant's** actions, **Tenant** shall be responsible for the cost.

If **Landlord** believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to **Tenant or other Tenants**, **Landlord** may terminate this **Agreement** by giving **Tenant** at least 5 days written notice. **Landlord** may also remove personal property if it causes a health or safety hazard. If the **Agreement** is so terminated, **Landlord** will refund **Prorated Rent** and all deposits, less lawful deductions.

26. CHANGES TO THE PROPERTY

Tenant must get written permission from **Landlord** before **Tenant** makes any changes, improvements, or additions to the **Property**, **regardless of how small or minor said changes may be or seem**. This includes painting any portion of the **Property**. **Tenant** agrees that **Landlord** will not pay for changes made to the **Property** unless **Landlord** agrees in writing to pay for the changes before they occur. **Tenant** further agrees that the cost to restore the **Property** to the condition it was in before any such changes occurred shall be borne by **Tenant** in the absence of prior written permission from **Landlord** to make any such changes.

27. LANDLORD'S ENTRY IN, ON, OR ABOUT THE PROPERTY

Landlord or **Landlord's** agent may enter the **Property** by any means necessary:

- a. by giving **Tenant** a forty-eight (48) hour written notice of intent to enter; or
- b. without notice to **Tenant** in the event of an emergency or situation where it is impractical to give

- forty-eight (48) hour notice such as inspection of possible Agreement violation; provided **Landlord** given **Tenant** notice of such emergency entry within 24 hours of having made such emergency entry; or
- c. if noise inside **the Property** constitutes a public nuisance or is too loud to hear someone knock at the door; or
 - d. with reasonable prior written notice to **Tenant** to show the common area of the **Property** and any vacant bedroom to a prospect; or
 - e. If **Landlord** deems repairs in **Property** cannot be delayed for forty-eight (48) hours' notice

28. LANDLORD'S RESPONSIBILITY

Landlord is not responsible for any loss, expense, injury, or damage to any person or property located in, on, or about the Property, including but not limited to loss due to theft; fire; ice, snow or rain; water; plumbing or pipe leaks; malfunction of appliances; interruption of any utilities or services of the Property; power surges; or sprinkler systems.

Except for **Landlord's** liability arising under applicable law, **Tenant**, for **Tenant** and **Tenant's** guests, releases **Landlord** and **Landlord's** respective successors, together with each of their officers, directors, shareholders, employees, attorney's agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (i) for loss or theft of **Tenant's** or **Tenant's** guests' personal property and/or (ii) which may arise out of any accidents or injuries to **Tenant**, members of **Tenant's** family or **Tenant's** guest, in, on, or about the **Property**, even if such claims or damages were caused in whole or in part by the negligence of the released parties. **Tenant** assumes for **Tenant** and all members of **Tenant's** family and **Tenant's** guests, any and all risks from any accidents in connection with use of the **Property** and **Property Facilities** or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for **Tenant's** use and at the user's sole risk. To the extent, but only to the extent, permitted by law and not specifically excluded by the Alabama Uniform Residential Landlord and Tenant Act, **Tenant** hereby indemnifies **Landlord** and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which **Landlord** or any of them may suffer or incur as a result of **Tenant's** negligence, willful misconduct, and/or violations of this **Agreement**.

29. SECURITY DEVICES

Tenant acknowledges and agrees that **Landlord** is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services") and, in the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion discontinue any of such items provided at any time without notice.

30. LANDLORD'S RIGHTS

The following are in addition to rights of **Landlord** under the law.

If **Tenant** breaks any condition of this **Agreement**, including any Addendum thereto, or the Rules and Regulations, **Landlord** can:

1. Collect any past due **Rent** and utility payments and sums which are due for the rest of the Term from **Tenant**;
2. Collect from **Tenant** damages caused by **Tenant** or **Tenant's** breaking any conditions of the **Agreement** or **Tenant's** doing of any act which is not permitted by the **Agreement**;
3. Go to court to evict **Tenant** and take possession of the **Property**;
4. Got to court to recover;
 - (a) **Rent** or **Additional Rent**, which is due from **Tenant**

(b) any other relief provided by law.

31. **FIRE OR OTHER CASUALTY**

If, in **Landlord's** reasonable judgment, the **Property** is materially damaged by Fire or other casualty, **Landlord** may terminate this Agreement within a reasonable time after such determination by giving **Tenant** written notice of such termination. If **Landlord** does terminate the **Agreement**, and **Tenant** did not cause the loss, **Landlord** will refund prorated, prepaid **Rent** and the Security Deposit, less lawful deductions. If **Landlord** determines that material damage has not been caused to the **Property**, or, if **Landlord** has elected to not to terminate this **Agreement**, **Landlord** will, within a reasonable time, rebuild the damaged improvements.

32. **LOSS OF LANDLORD'S RIGHTS**

Landlord does not give up rights by accepting **Rent**, **Additional Rent**, **any other sum that may be due and owing**, or by delaying or not enforcing any condition in the Agreement or any of its rights hereunder or by law.

33. **TAKING PRIVATE PROPERTY**

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation".
- b. **Tenant** agrees that if the **Property** is condemned or otherwise taken;
 1. **Landlord** can end this **Agreement** for any part of the **Property** that is taken;
 2. **Landlord** is not responsible for claims of **Tenant** for inconvenience or loss of use of the **Property** or any part of the **Property**, or for the taking of the **Property**.

34. **UNENFORCEABLE LEASE CONDITIONS**

If any court determines that any condition or part of this **Agreement** is illegal or unenforceable, the rest of the **Agreement** shall continue in full force and effect.

35. **SALE OF PROPERTY**

A new owner of the Property shall take said Property subject to applicable law in regards to this Agreement.

36. **TRANSFER BY LANDLORD**

Landlord may transfer, sell, or assign this **Agreement**. If transferred, sold, or assigned, **Tenant's** obligations go to the new **Landlord**. The new **Landlord** shall have all of the rights that the current **Landlord** has under this **Agreement**. **Landlord** may transfer this **Agreement** without first getting **Tenant's** approval.

37. **RE-LETTING**

Tenant may not transfer this Agreement or assign or sublet the Property, nor any part of the **Property**. If **Tenant** wishes to sublet, **Tenant** must provide notice to the **Landlord** in writing and seek permission from the **Landlord** in writing to sublet. Providing notification to the **Landlord** does not modify or amend the terms and condition of this **Agreement**, release the **Guarantor**, and does not guarantee that an acceptable replacement **Tenant** will be identified.

Replacing a **Tenant** is allowed only when **Landlord** consents in writing. If **Tenant** permits another person to live in **the Property** or provides a key to a person not named as a **Tenant** in this **Agreement**, **Tenant** will be subject to a fine of \$100 per occurrence and will otherwise be deemed in default of this

Agreement. If departing or remaining **Tenants** find a replacement **Tenant** acceptable to **Landlord** before moving out and **Landlord** expressly consents to the replacement, then:

- a. Such substitute **Tenant** will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. The departing **Tenant** must pay for all damage to the **Property** as provided in this **Agreement**
- c. The replacement **Tenant** must meet the rental criteria
- d. The replacement **Tenant** must fully complete and execute a new **Agreement** and all addenda, and cause a new **Guarantee** to be executed and delivered if required
- e. A rekeying fee will be due if rekeying is requested or required and
- f. The departing **Tenant** will no longer remain liable for all **Lease Contract** obligations for the rest of the original **Lease Contract** term only if specifically released from the same by Landlord.
- g. A sub-letting fee of \$900.00 will apply which must be paid prior to the replacement Tenant occupying the premises. If agreed to in writing and there is no existing damage to the unit being leased, then the departing Tenant may satisfy this agreement by forfeiting up to \$900.00 of the security deposit, understanding that the replacement tenant will have to post their own deposit.

38. ENDING THE AGREEMENT EARLY

This Agreement may not be ended early unless it is agreed to in writing by Landlord. Landlord has no obligation to end this Agreement before the expiration of its Term. If Landlord agrees to end the Agreement prior to the expiration of the Term, a charge will apply and must be paid before the Agreement is officially terminated. The Application Fees and other Fees are never refundable.

UNLAWFUL OR UNPERMITTED EARLY MOVE-OUT:

Tenant will be liable for a re-letting charge of \$350.00 in addition to all **Rent**, fees, and other charges due during the Term if **Tenant**:

1. fails to move in, or fails to give written move-out notice
2. moves out without paying **Rent** in full for the entire Term; or
3. moves out at **Landlord's** demand because of **Tenant's** default; or
4. is judicially evicted.

The re-letting charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of **Landlord's** damages; that is, **Landlord's** time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain---particularly those relating to make ready, inconvenience, paperwork, advertising, showing **Property**, utilities transferring for showings and maintenance, checking prospects, overhead, marketing costs, locator-service fees, etc. **Tenant** agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not **Landlord's** re-letting attempts succeed. The re-letting charge does not release **Tenant** from continued liability for future or past-due **Rent**; charges for cleaning, repairing, repainting, unreturned keys, and/or other sums due. **Tenant** is expected to return the **Property** to the condition in which possession was taken in order to avoid incurring charges. **Landlord** will inspect the **Property** after **Tenant** vacates to assess damage and make any necessary repairs to the **Property** before the replacement **Tenant** moves in. The payment for these repairs must be received by **Landlord** before the **Agreement** is considered fully executed.

SERVICE MEMBERS CIVIL RELIEF ACT:

If, during the Term of this Agreement, Tenant enters military service, or if while in military service Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period

of not less than 90 days, Tenant may terminate this Agreement by delivery of a written notice and a copy of the military orders to Landlord. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station, or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. This paragraph is intended to comply with the Service Members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this Agreement, the Agreement shall be interpreted so as to be in compliance with the SCRA and the SCRA provisions shall be controlling.

39. **ENDING THE AGREEMENT**

- A. This Agreement will end at the expiration of the Term. The **Landlord** may not extend the term of this **Lease** without the written consent of the **Tenant**. The **Tenant** may not extend the term of this **Lease** without the written consent of the **Landlord**. Failure to leave at the end of the Terms shall be a violation of this Agreement.
- B. If **Landlord** fails to repair or remedy a condition for which it is obligated, by law to repair or remedy, **Tenant** may pursue remedies under state and local law, including the possibility of terminating this Agreement by following this procedure:
 - 1. **Tenant** must make a written request for repair or remedy of the condition—after which **Landlord** shall have a reasonable time consistent with state and local law for repair or remedy;
 - 2. If the repair or remedy still has not been accomplished within that reasonable time period, **Tenant** may ultimately terminate this Agreement by giving **Landlord** a final written notice.
- C. If this Agreement is ended and **Tenant** does not leave on the **Agreement's** ending date, **Tenant** must pay in addition to the normal **Rent**, a per day charge as **Holdover Rent** calculated at two hundred percent (200%) of the per diem **Rent**. This **Holdover Rent** is due for each day that **Tenant** stays in possession of the **Property**.

40. **LEAVING THE UNIT**

Deposit RETURN, SURENT, AND ABANDONMENT

Landlord will mail **Tenant's Security Deposit** refund (less lawful deductions) and an itemized accounting of any deductions in the form and within the time period required by law.

Tenant will have *surrendered* the **Property** when: (1) at the Agreement termination date and time no one is living in the **Property** in **Landlord's** reasonable judgment; or (2) all **Property** keys and access devices have been turned in where **Rent** is paid---whichever date occurs first.

Tenant will have abandoned the **Property** when all of the following have occurred: (1) everybody appears to have moved out in **Landlord's** reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in **Landlord's** reasonable judgment; (3) **Tenant** has been in default for non-payment of **Rent** for five (5) consecutive days, (4) water, gas, electric service, or sewer and/or garbage service for the **Property** are not connected for five (5) consecutive days, or (5) **Tenant** has not responded for two (2) days to **Landlord's** notice left on the outside of the main entry door, stating that **Landlord** considers the **Property to be** abandoned. A **Property** is also "abandoned" ten (10) days after the death of a sole **Tenant**.

If **Tenant** abandons the **Property**, **Landlord** may take possession of the **Property** and its contents. Except as otherwise provided by state or local law, **Landlord** may dispose of the contents and re-let the **Property** without obligation to **Tenant**. **Tenant** must pay the cost for removal and other associated

costs.

41. **TENANT'S DUTIES AT END OF THE AGREEMENT**

In addition to any other duties which **Tenant** has under this **Agreement**, **Tenant** will:

- a. Leave the **Property** when the **Agreement** ends and return all keys and access devices/remotes to **Landlord**;
- b. Return the **Property**:
 1. clean and free of garbage and trash and in good order and repair; and
 2. comply with all other terms of the **Agreement**.

A copy of the move-out procedures, which details the cleaning and **Property** standards, as well as the potential charges, may be obtained from **Landlord** at **Tenant's** request. **Tenant** is responsible for cleaning the **Property**, including all common areas, thoroughly and following all of **Landlord's** cleaning instructions prior to move-out. If **Tenant** does not clean **Property** to **Landlord's** specifications, then **Landlord** will charge **Tenant** a reasonable fee for the cleaning of the **Property**.

If any trash, clothes, abandoned furniture, or other objects are left in the **Property** that have to be removed by the **Landlord**, then 100% of the deposit may be forfeited and **Landlord** reserves the right to seek additional fees and costs it incurs beyond those covered by the deposit.

42. **ATTORNMEN**

Tenant hereby agrees that **Tenant** will recognize as its **Landlord** under this **Agreement** and shall attorn to any person succeeding to the interest of **Landlord** in respect of the land and the buildings on or in which the **Property** is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

43. **HOLD HARMLESS NOTICE AND ACKNOWLEDMENT**

Tenant agrees that **Landlord** does not promise, warrant, or guarantee the safety and security of **Tenant**, **Tenant's** guests, or **Tenant's** personal property against the negligent, reckless, or criminal actions of other residents or third parties. In addition, **Landlord** shall not be liable for any damages or injury to **Tenant**, **Tenant's** guests, or **Tenant's** personal property, or to any person entering the **Property**, or for injury to any person or property arising from a casualty occurring in or about the **Property**.

44. **ADDITIONAL TERMS**

See attached addendum(s) for any additional terms, which are part of this **Agreement**.

45. **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 **Agreement**, nor shall they affect its meaning, construction, or affect.

46. **SUBORDINATION**

Tenant's rights are subject to any bona fide mortgage which now covers said **Property** and/or which may hereafter be placed on said **Property** by **Landlord**. **Tenant** shall upon request by **Landlord** execute a subordination of his or her rights under this **Agreement** to any mortgage given by **Landlord** hereunder, whether to secure construction or permanent or some other financing. **Tenant** shall upon request by

Landlord promptly execute a certification of good standing certifying the terms of this Agreement, its due execution, the rental provisions hereof, or the terms of any amendments hereto, if any, and any other information reasonably requested.

47. **JOINT RESPONSIBILITY**

If this Agreement is executed by more than one 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.

48. **MEGAN'S LAW**

Tenant, Guarantor(s), and Landlord agree that neither the Landlord, nor any of its agents, employees, or other representatives are responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. Tenant, Guarantor(s), and Landlord agree that no course of action may be brought against Landlord or any of its agents, employees, or other representatives for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. The Tenant and Guarantor(s) agree that they have the sole responsibility to obtain any such information and that they understand the information can be obtained from the local sheriff's department or other appropriate law enforcement agency or officials.

49. **RULES AND REGULATIONS**

Landlord may make reasonable rules and regulations to protect:

1. the **Property** and the property of other **Tenants**, neighbors, or other people; and,
2. the comfort, safety, or rights of other **Tenants**, neighbors, or other people

Tenant Accountability:

Tenants found to be in violation of any portion of the **Agreement** or the **Rules and Regulations** may be subject to the following: A private meeting with the Landlord and/or the Landlord's Property Manager, a written warning (with copies placed in file and sent to Guarantors), restriction from areas or events, relocation within the **Property**, fines, eviction, or criminal and/or civil prosecution.

Violation of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, in addition to fines as follows:

- First:** A written warning in the form of a first breach of rental agreement will be issued to the **Tenant** stating the breach and assessing a \$75.00 charge against the **Tenant**.
- Second:** A \$250 charge will be assessed against the **Tenant**.
- Third:** A \$1,000 charge will be assessed against the **Tenant** and possible eviction.
- Fourth:** Eviction.
-

The fines above may be increased at Landlord's discretion and Landlord may elect to fine or evict Tenant for any single violation of the rules and regulations, should Landlord reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the **Tenant** is found to have lied to or deceived the **Landlord** when discussing the details of a lease violation.

VANDALISM

Vandalism of any **part or portion of the Property** is prohibited, whether directly or indirectly, by

permission, or by passive inaction.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the **Property, if applicable**, may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution.

BALCONIES, PATIOS AND WINDOWS

All balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the **Property**. Additionally, lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. **Tenant** further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **Landlord** reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If **Landlord** provides blinds on windows, **Tenant** may not remove such blinds. If **Tenant** installs draperies over the blinds, any damage will be repaired at **Tenant's** expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of the **Property**, or displayed on the inside of **the Property** so as to be visible from the outside of **the Property**. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the **Property** caused by leaving windows or doors open during inclement weather will be the responsibility of **Tenant**.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. **Tenant** understands that in the event that ANY item comes off or out of a balcony or window, **Tenant** will be subject to an immediate \$1,000 fine and potential eviction and possible criminal prosecution. In the event of abuse of the balcony or violation of this rule, **Landlord** reserves the right to secure the balcony door so that **Tenant** may not access the balcony. This includes dropping any and all trash (whether bagged or loose), pouring grease, water, or other liquids, spitting, or discharging or allowing any other item or object to come from the balcony or window.

No flags or swings are to be hung, affixed, or otherwise displayed from any balcony.

No planters are to be affixed to any portion of any balcony or other part of the **Property**.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Tenant may not distribute, post, or hang any signs or notices in any portion of the **Property** without prior written approval from **Landlord**. Solicitation shall not be permitted at the **Property**, either by **Tenant** or others.

LOCKS AND KEYS

Locks may not be changed or added by **Tenant** without prior written permission of **Landlord**. This

includes the installation of locks or locking door knobs within the Property, whether on bedroom doors, closet doors, bathroom doors, etc. Each and every violation of this shall result in Tenant being charged with the reasonable expense associated with replacing the nonconforming locks and/or door knobs with conforming ones, including cost of materials and labor. Locks must be left in place upon vacating the **Property**. **Landlord** must have keys to all changed locks. All keys, and if applicable, gate cards and remotes, must be returned to **Landlord** upon termination of occupancy, or **Landlord** may charge actual replacement costs plus a \$100.00 inconvenience and/or administrative fee.

If **Tenant** finds it necessary to have authorized personnel unlock **the Property or any portion thereof**, a \$25.00 fee will apply, payable at the time service is rendered. **Landlord** will furnish **Tenant** with one key to the main entry door, and one key to the mailbox (if applicable). **Tenant** will be charged \$50.00 per lost key for the main entry door, \$30.00 per lost mailbox key, and **\$100.00 per gate remote or key fob** not returned or for those requiring replacement during the **Term**. Each **Tenant** may only possess one main entry door key; therefore, if the main entry door key is lost and **Tenant** required a replacement, locks will be changed and **Tenant** will be charged \$75.00. **Tenant** agrees that such keys are provided solely for **Tenant's** own use; duplicates will not be made of such nor will keys be loaned to any person. **Landlord** reserves the right to suspend this service at any time.

NO SMOKING

Smoking is strictly prohibited in the **Property**, all amenity areas, and common areas (including the pool deck if applicable). Any **Tenant** found in violation of this policy shall be deemed in default of this Agreement and will be immediately fined by management a fee of \$25.00 and risk further fines imposed by city ordinances.

ILLEGAL DRUG USE- The use of, or possession of, or containing of any illegal drugs, substances, or associated paraphernalia are not allowed on the Property and may, at the Landlord's discretion, result in immediate termination of the Agreement and acceleration of all payments due under the Agreement for the remainder of the Term.

STAFF COMPLIANCE

Tenants are required to comply with directives of any agent, employee, or other representatives of the Landlord, including security personnel, as well as of officials such as police and/or fire personnel at all times. Failure to so comply will be considered a material breach of the Agreement and in addition to any other remedy allowed in this **Agreement** or by law, shall subject **Tenant** to an immediate fine of up to \$1,000.00 and/or eviction.

PARTIES

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcoholic containers larger than one gallon are permitted on the **Property**. Kegs are prohibited on the **Property**. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

Landlord or its agents may make periodic inspections of **the Property** in order to ascertain any physical problems and also to ensure that **Landlord's** property is being cared for properly. If during the course of an inspection, stolen property (i.e. unauthorized property, highway signs, etc.) or contraband is found, it may be removed by Landlord representatives and/or Landlord representatives may notify the appropriate authorities.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. A **Tenant** using, possessing, or selling illegal drugs will be deemed in default of this Agreement and thus subject to fines and possible eviction. No warnings must be given and fines and/or eviction may be assessed at the **Landlord's** discretion.

Tenant, on behalf of **Tenant** and **Tenant's** guests and invitees, agrees to use and occupy the **Property** in strict compliance with all applicable laws, regulations, and ordinances. This shall specifically apply, without limitation, to all laws, regulations, and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this Agreement.

PLUMBING AND GARBAGE DISPOSAL

Sinks, toilets, and all water and plumbing devices, conduits, and parts shall be used only for the purpose for which they are constructed and intended. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatuses. The cost of repairs/replacement resulting from any damage to such apparatuses and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by **Tenant**.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruits, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event **Landlord** is called to fix a disposal and such materials are found therein, **Landlord** reserves the right to charge **Tenant** for the reasonable expense associated therewith.

MAIL

The mailbox is to be used jointly by all the **Tenants** named as such in this Agreement. **Landlord** takes no responsibility for lost, damaged, or stolen property. **Landlord** encourages all **Tenants** to obtain the appropriate insurance when having packages delivered.

If the Postmaster serving the **Property** has instituted or begins instituting during this **Agreement** "single drop delivery", **Landlord** will place **Tenant's** mail in the mail box, but assume no liability for mis-delivery, delays in delivery, and/or failure of delivery.

GUESTS/DELIVERIES

Landlord acknowledges the right of **Tenant** to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from the **Landlord**. **Tenant** will be charged \$50.00 per night and will be deemed in default of this Agreement for any violation of this rule. **Tenant** will also be responsible for paying all fines as a result of guest behavior that violates rules, regulations, and policies of this Agreement.

Tenant's guests must abide by this Agreement. As host, **Tenant** is held accountable and is responsible for the conduct of **Tenant's** guests at all times. All guests in, on, or about the **Property** must have a valid photo ID on their person at all times.

Landlord will utilize **Tenant's** phone number and/or email address to verify guests. Therefore, it is the responsibility of the **Tenant** to notify **Landlord** if there is a change in telephone number, e-mail address, or general contact information. **Landlord** reserves the right to deny any guest access to the **Property** for any reason, including non-payment of rent by **Tenant** and/or an inability to reach **Tenant** to

confirm any guest's authority and/or permission to be on, in, or about the Property.

Guests become the responsibility of **Tenant** once they enter the building.

Tenant will be responsible for the costs of repairs for any and all damages caused by an excess number of people within the **Property**. **Tenant** is responsible for the actions of **Tenant's** guests at all times while guests are on the **Property** or in, on, or about the Property. **Landlord** may exclude guests or others who, in **Landlord's** judgment, have been violating the law, violating this **Agreement**, violating any Property rules, or disturbing other **Tenants**, neighbors, visitors, or **Landlord's** representatives. **Landlord** may also exclude from any patio/balcony or anywhere on the **Property** any person who refuses to or cannot identify himself or herself as a **Tenant** or **Tenant's** guest or who **Landlord** or **Landlord's** representatives otherwise believe should be excluded and/or removed from the patio/balcony or the Property altogether. **Tenant's** failure to comply with **Landlord's** request of exclusion of a guest shall be deemed a default of this Agreement and may result in eviction of **Tenant** among other remedies available to **Landlord**. **Landlord** reserves the right to limit the number of guests permitted to enter the Property.

NOISE

Tenant, members of **Tenant's** family, and guests shall at all times maintain order in, on, and about the Property and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine **Tenant**, contact Guarantors, or declare **Tenant** in violation and/or default of the **Agreement** due to excessive noise and disturbances. **Landlord** and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to **Landlord** or **Landlord's** representatives immediately. **Tenant** waives all rights to privacy when noise coming from **Property** is so loud **Tenant** is unable to hear **Landlord's** knock. **Landlord** may enter Property to lower or eliminate noise levels.

Tenant will be found in violation of this Agreement and will be subject to fines and other action if **Landlord** receives notice from any Police Department or other authority that noise levels are or were excessive.

COMMON AREAS

Tenant recognizes that the common area facilities (if applicable), which may include such items as BBQ area, Courtyard, Swimming Pool, Parking Garage, or other similar facilities (hereinafter said Common Area **Facilities** are collectively referred to as "**Facilities**"), have been made available by **Landlord** to **Tenant**. Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction. Only **Tenant** and one invited guest accompanied by **Tenant** may use the **Facilities** provided by **Landlord**. **Facilities** may be used by such persons only in strict compliance with posted policies and procedures. From time to time supplemental rules and regulations may be adopted by **Landlord** with respect to the Facilities and will either be posted in appropriate areas or furnished in writing to **Tenants**. Neither **Tenant** nor **Tenant's** guests may use the **Facilities** or grounds in such a manner that interferes with the enjoyment of other **Tenants**.

The driveways, sidewalks, courtyards, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the **Property** shall be governed by this Agreement and any Policies posted in the **Facilities** and shall be used at the risk of **Tenant** and **Tenant's** family and guests. No guest shall be permitted within the **Facilities** unless **Tenant** is also present. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the **Property**.

In order to use **Facilities**, **Tenant** agrees that:

- a. **Tenant** shall not permit any guests to use **Facilities** without **Tenant** present;
- b. **Tenant** and **Tenant's** guests will use **Facilities** in a prudent manner, consistent with the customary use of the **Facilities**;
- c. **Tenant** shall not use **Facilities** in a manner which is offensive or dangerous to **Tenant** or any users of **Facilities**;
- d. **Tenant** will follow policies as established by **Landlord** in connection with the operation of **Facilities**;
- e. **Landlord** shall have the right to discontinue providing any or all **Facilities** at any time and for any reason;
- f. **Landlord** does not provide attendants or supervision of any kind for **Facilities**;
- g. **Landlord** has made no representation (i) that **Landlord's** representatives have any expertise in the operation of **Facilities**, (ii) that **Facilities** are fit for any particular purpose or (iii) as to the physical condition and operation of **Facilities**; and
- h. Use of **Facilities** by **Tenant** SHALL BE WHOLLY AT **TENANT'S** OWN RISK.

Landlord reserves the right to prohibit the use of **Facilities** to any individual that **Landlord**, in its sole judgment, believes has failed to comply with any of the provisions of this Agreement.

Unauthorized Pets are not allowed within the **Facilities** or **Property** at any time for any reason. \$100.00 a day will be assessed to **Tenant** for any violation of this policy by **Tenant** or **Tenant's** guest.

In connection with **Tenant's** use of **Facilities**, **Tenant** is responsible for payment for damages or costs to **Landlord** from any claim based upon the acts of **Tenant** or **Tenant's** guests; and

Tenant may not access any property **Facilities**, common areas, or commercial space during unauthorized hours or times.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order when **Tenant** first takes possession. **Tenant** must immediately report smoke detector malfunctions to **Landlord**. Neither **Tenant** nor others may disable smoke detectors. If **Tenant** disconnects or intentionally damages the smoke detector or does not replace batteries as needed, **Tenant** may be liable to **Landlord** for necessary damages as stated in state statutes. If **Tenant** disables or damages the smoke detector or fails to report malfunctions to **Landlord**, **Tenant** will be liable to **Landlord** and others for any loss, damage, or fines from fire, smoke, or water. **Tenant** is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify **Landlord** immediately in writing if **Tenant** perceives there to be any problem, defect, malfunction, or failure with the smoke detectors;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that **Landlord** is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that **Tenant** assumes 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. This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector; and
- e. that **Landlord** is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If **the Property** contains an overhead sprinkler system, **Tenant** must take care not to unintentionally trigger the overhead sprinkler system. **Tenant** may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. **Landlord** will not be responsible for any damage that occurs as a result of such situations, but conversely, **Tenant** will be responsible for any and all such resulting damage and/or injury.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted in, on, or about the Property. A fine of \$110/occurrence will be assessed for every violation detected. Neither **Landlord** nor its agents or representatives will be responsible for any damage resulting from the use of such items.

WEAPONS

Possession of any weapon or ammunition is prohibited in, on, or about the Property to the extent permitted by law. This includes but is not limited to guns, swords, and knives with the blade over five and a half inches. Possession of pneumatically or gas driven weapons is also prohibited. These include, but are not limited to, pellet guns, air soft pistols, and B.B. guns.

HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors shall be deemed a material breach of this Agreement resulting in a default of the Agreement.

PHOTOGRAPHS

Tenant hereby gives **Landlord** permission to take photographs during **Landlord** hosted functions or activities which may then be used for the **Property** newsletter, bulletin board, website, social media, or other publications for marketing purposes.

PARKING

One private passenger vehicle per Tenant is allowed. Our insurance **DOES NOT** cover your vehicle. You must properly display our current parking decal. Vehicles subject to being booted or towed at the owner's expense include 1) vehicles that **do not** have a properly displayed current parking decal and/or current license plate; 2) vehicles that are **improperly parked** (i.e. straddles two spaces, is backed into a parking space, parked in a fire lane, blocks garbage depositories, parked on the grass, parked in "Rental Office," or No Parking" areas; or 3) prohibited vehicles on the Premises including those that are inoperative, extensively damaged, or in general disrepair (a vehicle on jacks, flat tires, missing tires, broken windows, etc.) as well as, recreational vehicles, trucks larger than class "B", boats, dump trucks, construction vehicles or equipment, campers, RV's, trailers and other similar vehicles. No minor or major repair work to vehicles, oil changes or washing of vehicles with a hose is permitted. You shall not permit any motorcycle, motorbike, bicycle or other wheeled toy to be parked or stored on any porches, balconies, steps, walks, stairs or courtyards of the Premises or the buildings in which the same are located.

No bicycles or other objects shall be chained to any part of the Property including any stairs, stair railings, etc.

During home UA football game weekends, (Friday from 12:00p.m. until Sunday 6:00 p.m.), no guests whatsoever are allowed to park in, on, or about the Property. On all other weekends during the Term, visitors must have note visible in the front window of their vehicle stating their name, Tenant's name, and Tenant's apartment number the guest is visiting. The visitor must be in the Property at all times while parked on the Property. **Violating these parking restrictions will result in the violator's vehicle being towed.**

Parking in grass or in any area other than designated parking is not allowed and will result in a fine of \$50 per vehicle per occurrence and subject to towing at owner's expense.

LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. A copy of the required disclosure form and the pamphlet are attached to this Agreement and is incorporated herein only in the event that the Premises were built prior to 1978. By executing a copy of this Agreement you acknowledge receipt of said pamphlet.

CONSTRUCTION, REPAIRS, MAINTENANCE, ETC.

It is expected and anticipated that construction, repairs, maintenance, and other activities will occur at various times during Tenant's occupancy. These inconveniences are necessary to Landlord's business activities, and Landlord will use its best efforts to keep any resulting disruption to a minimum. These activities do not and will not constitute a material breach of this agreement and shall not serve as grounds for a reduction in rent, termination of this agreement, or the like.

50. SIGNATURES AND ACCEPTANCE OF CONTRACT

This **Agreement** and any addenda may be signed in counterpart signatures. The Agreement or lease application is considered a part of the **Agreement**. If there are any conflicts between this **Agreement** and the application, then this **Agreement** shall apply.

Landlord and Tenant agree to the terms and conditions in this **Agreement**.

Tenant acknowledges and agrees that **Tenant** has carefully read and understands this Agreement and that **Tenant** acknowledges that this Agreement constitutes a binding and enforceable contract between **Landlord** and **Tenant**.

Landlord:

_____ Date _____
OWNER'S REPRESENTATIVE

Tenant:

Printed Name _____ Signature _____

Address _____

Phone Number _____

Driver's License Number _____

IF THE TENANT IS A MINOR ON THE DATE THE LEASE IS SIGNED:

Printed name _____

Signature _____

Parent/Legal Guardian

Address-----

Phone Number _____