

## RENTAL LEASE

THIS RENTAL LEASE made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between College City Realty, LLC, hereinafter called Landlord, and

jointly and severally obligated and referred to herein as Tenant. This Agreement is written to comply with the Alabama Uniform Residential Landlord Tenant Act (hereinafter, the "Act") and nothing in this Agreement is intended to limit, waive or forego rights or remedies of the Landlord or the Tenant pursuant to the Act and nothing in this Agreement is intended to waive or forego obligations or duties of Landlord or Tenant pursuant to the Act. It is the intent of the Landlord and Tenant that all provisions in this Agreement which do not conflict with the Act shall be fully binding on the Landlord and Tenant and shall be fully enforceable. Landlord for itself and/or as Agent for the owner of the leased premises is authorized to manage the leased premises and is authorized to act for and on behalf of the owner for the purposes of service of process and receiving and receipting for notices and demands, and Landlord's address is 3925 Rice Mine Road, Tuscaloosa, Alabama 35406, or such other location as Landlord may from time to time designate to Tenant by written notice. Landlord does hereby lease and rent unto Tenant, and Tenant does hereby take as tenant under said Landlord, the following described premises:

only as a private dwelling, and for no other purposes, for a term to commence on the \_\_\_\_ 10th \_\_\_\_ day of August, 2017, (the "Commencement Date"), and to end on the \_\_\_\_ 26th \_\_\_\_ day of July, 2018, at 8:00 a.m. (the "Conclusion Date"), unless sooner terminated as hereinafter provided or as provided in the Act, at the annual rent \$ \_\_\_\_\_ due and payable in advance in equal monthly installments of \$ \_\_\_\_\_ on the first day of each and every month during the term without deduction or demand. **PROPERTY IS LEASED AS IS except otherwise required or provided in the Act.**

### RENTAL PAYMENTS

Tenant agrees to pay Landlord, at: 3925 Rice Mine Road Tuscaloosa, Alabama 35406 on the first day of each month of said term in advance the specified rent and any additional charges that may become due hereunder. Checks must be made payable to College City Realty, LLC. No post-dated payments will be accepted. Rent cannot be withheld for repairs. **TENANT SHALL NOT WITHHOLD PAYMENT OF RENT TO LANDLORD, WHILE IN POSSESSION OF THE LEASED PREMISES, TO ENFORCE ANY OF TENANT'S RIGHTS UNDER THIS RENTAL LEASE OR THE ACT.**

### APPLICATIONS

Tenant hereby warrants that the representations made by Tenant in that certain Application, which is made a part hereof, are accurate, complete and true. If any of the representations contained in that Application are at any time during the term of this Rental Lease found to be untrue, misleading or incorrect, Tenant shall be deemed to be in default under this Rental Lease and shall be liable as herein provided.

### SECURITY DEPOSITS

Landlord acknowledges receipt from Tenant of \$ \_\_\_\_\_, which sum shall be held by Landlord as security for the performance by Tenant of all terms, conditions, stipulations, promises, covenants and agreements provided for by Tenant to be kept and performed in this Rental Lease, as well as security for the return by Tenant to Landlord of the Leased Premises and the personal property therein contained in accordance with the terms of this Rental Lease. Further, with respect to said security, except as otherwise required or provided in the Act, both parties hereto agree as follows:

- a. In the event of default by Tenant under this Rental Lease, then and in such event, Landlord may retain the security deposit or a portion thereof and apply it toward the actual damage sustained by Landlord by reason of Tenant's default. However, under no circumstances shall Landlord be deprived of any other remedy the law may furnish or agreed upon in this Rental Lease, regardless of retention by Landlord of said deposit;
- b. Landlord shall not pay any interest to Tenant on account of holding said security deposit nor shall any part thereof ever be intended or construed to be applied as rent. Further, Landlord may use or invest said security deposit at its discretion, as long as Landlord maintains a reasonable reserve for refunding such deposits;
- c. Tenant hereby agrees that at the conclusion or earlier termination of this Rental Lease a fee of three hundred seventy-five and 00/100 dollars (\$375.00) for a single-dwelling home may be deducted from the security deposit to clean the Leased Premises. Any additional fee incurred by Landlord for carpet cleaning, extraordinary maintenance or necessary repair beyond normal wear and tear shall also be deducted from the security deposit. The Leased Premises, including its walls and carpet, must be returned to Landlord clean and free of trash and debris and in good condition, with the carpet, all appliances and fixtures clean and suitable for use, normal wear and tear excluded. Accordingly, it is hereby expressly understood and agreed by Tenant that burns, stains, pet soils or other excessive soils are not normal wear and tear. If Landlord has given written permission to Tenant allowing Tenant to have a pet (s) on the premises and Landlord has to spray for fleas, the charge will be deducted from Tenant's deposit. Further, any unpaid charges, damage to the Leased Premises and all repairs Landlord deems necessary due to any such damage will be deducted from the

security deposit. If Tenant fails to return all keys to the Leased Premises upon the expiration of the Rental Lease, Landlord may re-key the Leased Premises at Tenant's expense. Landlord will return any sums due to Tenant from the security deposit along with an itemized statement of deductions from the security deposit, by U.S. Mail, first class postage prepaid, to Tenant within sixty (60) days of the Rental Lease expiration date or date of termination of the tenancy. In the event deductions against the security deposit exceed the amount of the security deposit, the excess balance owed by Tenant shall promptly become due and payable from the Tenant. If Tenant fails to provide a valid forwarding address, Landlord will mail, by first class U.S. Mail postage prepaid, the deposit or itemized accounting of deductions, or both, to the last known address of Tenant or, if none, to Tenant at the address of the Leased Premises. Any deposit unclaimed by Tenant as well as any check outstanding shall be forfeited by Tenant after a period of 180 days. Upon expiration of Rental Lease or termination of the tenancy, unpaid rent and other charges bear interest at the rate of twelve percent (12%) per annum. In the event that a judgment is obtained against the Tenant, interest of twelve percent (12%) per annum shall accrue on the judgment in accordance with Alabama law.

d. At the end of the Rental Lease term or upon termination of the Rental Lease,

(i) Tenant shall give thirty (30) days' advance written notice to Landlord of his intent to vacate the Leased Premises;

(ii) Tenant shall schedule a walkout appointment prior to the expiration of the Rental Lease term; and, A walkout report is properly executed by Landlord and Tenant.

Any damages or cleaning noted on the walkout report in excess of the security deposit must be paid by Tenant within five (5) days of the walkout appointment.

At the time this Rental Lease is executed, Landlord shall also collect from Tenant the following sums:

Prorated Rent (before keys are picked up): or

Rent due for first full month on the date possession is taken:

Tenant hereby acknowledges notice from Landlord that no agent, manager or representative of Landlord has the power or authority to modify, cancel or accept a surrender of this Rental Lease and that such power and authority is vested solely in the senior officers of Landlord. No modification, cancellation or surrender of this Rental Lease shall be effective unless in writing signed by Landlord by its duly authorized agent. Landlord has made no representations or promises with respect to the Leased Premises except those contained herein. **PROPERTY IS LEASED AS IS except as otherwise required or provided in the Act.**

#### **UTILITIES**

Tenant shall be responsible for payment of all utilities, and all required deposits for such utilities, except N/A which shall be paid by Landlord. Tenant agrees to keep all utilities active in their name until the lease expiration date. Any charges that are charged to Landlord before the lease expiration date will be charged to tenant.

Any Tenant installed heating or cooling devices are prohibited unless written consent by Landlord first obtained. Under no circumstance will Landlord reimburse for utilities.

#### **RETURNED CHECK AND LATE CHARGES**

Landlord may, at its option, charge and collect a "late charge" of (\$35.00) per tenant when and if any installment of rent is unpaid at the end of five (5) days from the due date thereof (the "Grace Period"). In addition to the foregoing, Landlord may, **at its option**, collect a "return check charge" from Tenant in the amount of thirty-five and 00/100 dollars (\$35.00) if, for any reason, Tenant's rent check is returned unpaid by any bank or financial institution. Tenant shall immediately pay the charges set forth in this Section to Landlord with a money order. Landlord, in its sole discretion, may declare this Rental Lease in default, and Tenant shall be liable as herein provided, if Tenant incurs more than three (3) late charges or returned check charges during the term of this Rental Lease.

#### **PET FEES**

Tenant is hereby prohibited from feeding or keeping any cat, dog, or other pet. In the event any such animal is kept on the Leased Premises without written permission from Landlord, Tenant shall pay **fifty and 00/100 dollars (\$50.00)** to Landlord each day until said animal is removed from the Leased Premises as a pet fee and the parties agree that is reasonable. If Landlord allows Tenant to keep a pet at the Rental Lease/Leased Premises, Tenant shall pay Landlord a **nonrefundable** pet fee of six hundred-sixty and 00/100 (\$660.00) per pet **at the time Landlord grants permission**.

#### **USE AND OCCUPANCY AND REMOVAL FOR UNREASONABLE CONDUCT**

If Landlord shall deem any conduct by Tenant, or Tenant's family, agents, servants, guests or visitors, objectionable or improper, Landlord may give Tenant notice that an "Event of Default" has occurred, and proceed with all rights and remedies as set forth in the "DEFAULT" section of this Rental Lease, which may include notice of Landlord's intent to terminate the Rental Lease within the times provide in the "DEFAULT" section of this Rental Lease and the Act, and this Rental Lease shall terminate as fully and completely as if that day were the date herein definitely fixed for the

expiration of the term, and Tenant will then quit and surrender the Leased Premises to Landlord. Tenant agrees that objectionable and improper conduct under this Section includes, but is not limited to, loud and disturbing noises, noises that can be heard outside of the Leased Premises and any other act that unreasonably interferes with the rights, comfort or convenience of other Tenants of Landlord.

In the event this Rental Lease is terminated under this Section, Tenant shall be liable as provided herein. Nothing herein contained shall be deemed a waiver by Landlord of any claim for damages for injury to property prior to the date of termination.

Tenant agrees the Leased Premises shall be used as a private dwelling and that such use shall only be by Tenant and those individuals listed on the Application. Tenant agrees that Landlord may terminate this Rental Lease, upon giving notice to Tenant as set forth in "DEFAULT" section of this Rental Lease and the Act, if Landlord finds Tenant, or any other occupant of the Leased Premises, has engaged in an illegal or immoral act, as determined by Landlord in its sole discretion, during the term of this Rental Lease. It is further acknowledged and agreed by Tenant that an Event of Default that is based upon an illegal or immoral act cannot be remedied by Tenant, and thus, Tenant may not stop the termination of the Rental Lease or eviction by remedying the default. If this Rental Lease is terminated under this Section, Tenant shall be liable for default as herein provided in the Act.

### **CARE OF PREMISES**

All repair requests must be in writing and dated. Tenant shall pay the expense of replacing all glass broken, replace all keys lost or broken and maintain the Leased Premises in the same condition as the same were in when the term commenced, or may be put in during the term, reasonable wear and tear excepted; Tenant shall not permit the accumulation of waste or refuse matter; and Tenant shall permit no waste of the Leased Premises or allow the same to be done, but Tenant shall take good care of the same, and Tenant is and shall be responsible and liable for any injury or damage done to the Leased Premises, or the building in which the same are located, by Tenant or any occupant of or other persons whom Tenant permits to be in or about the Leased Premises. Under no circumstance will Landlord reimburse for any food damage or any utilities.

Tenant has inspected the premises prior to entering this Rental Lease and Tenant is satisfied that the Leased Premises does not have mold or does not have mold to the extent that it bothers Tenant or in any way affects Tenant's enjoyment of the Leased Premises. Tenant agrees to be responsible for maintaining the Leased Premise so that mold does not develop or grow to the point of causing any problems. Tenant shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of Landlord, and Tenant shall on the termination of this Rental Lease surrender to Landlord the quiet and peaceable possession of the Leased Premises in like good order as on the Commencement Date, natural wear and tear excepted.

Tenant has examined the Leased Premises, is satisfied with the physical condition and Tenant's taking possession of the Leased Premises is conclusive evidence of its good order and repair at the time of taking such possession, except as otherwise specified. Tenant agrees that no representation as to condition or repair has been made except as is contained in the Rental Lease. Tenant further agrees not to paint, wallpaper, remodel, modify the external appearance of or make any structural changes to, including the removal or attachment of any fixtures, the Leased Premises without first obtaining Landlord's written permission. In the event Tenant paints, wallpapers or structurally modifies the Leased Premises, Tenant agrees to pay Landlord, within five (5) days of the termination of this Rental Lease, the cost of returning the Leased Premises to the condition the same were in on the Commencement Date. Tenant agrees not to install any hook, plant hanger or other apparatus in the ceiling of the Leased Premises. Tenant acknowledges Tenant is responsible for maintaining and cleaning carpet during the term of the Rental Lease. Tenant will replace all fuses and reset circuit breakers as necessary. Tenant will not remove any electric bulbs from the Leased Premises upon the termination of the Rental Lease. If Landlord performs any of the duties or responsibilities of Tenant set forth above, Tenant agrees to pay Landlord for that service.

Tenant shall keep any patios or other outside areas reserved for the Leased Premises clean and well maintained, using any storage area provided with the Leased Premises to store any grills or other personal property. Tenant shall not suspend any item of personal property outside of the Leased Premises. Tenant shall not hold a "yard" or "garage" type sale at the Leased Premises. Landlord reserves the right to control how personal property is stored outside the Leased Premises.

Tenant agrees that no promises to decorate, alter, repair, or improve the Leased Premises have been made except such as are contained in the Rental Lease. Any agreement to decorate, alter, repair or improve the Leased Premises shall not carry forward and shall not be made a part of any extensions or renewals of this Rental Lease.

Tenant shall ensure the temperature inside the Leased Premises remains at 55 degrees Fahrenheit or warmer whenever the temperature outside the Leased Premises drops below 33 degrees Fahrenheit. Should Tenant fail to comply with the temperature requirements, Tenant shall be charged for the repair of any damages to pipes caused by such failure. Further, Tenant shall be charged for repair to any sewage lines that malfunction due to the flushing of any improper items, such as disposable diapers, sanitary napkins, tampons, or non-flushable feminine products. Tenant shall not use

any liquid or crystal drain opener, such as Drano, in any drains in the Leased Premises. Tenant shall be prohibited from using the fireplace, if any, in the Leased Premises. Landlord does provide mini-blinds for the Leased Premises. Landlord reserves the right to make any repairs to the Leased Premises it deems necessary, but this reservation shall not be construed as requiring Landlord to make any such repairs, except those which may be required by the Act.

No water-filled furniture, such as waterbeds, shall be allowed in the Leased Premises. If the Leased Premises is a single-family residence, Tenant agrees to be **solely responsible for any pest control** the Leased Premises may require.

Tenant agrees to dispose of all garbage and refuse in appropriate cans, dumpsters or other designated areas. No such garbage or refuse may be discarded in any halls, stair landings or other areas outside the designated areas.

Failure to comply with the provisions set forth in this Section may, at Landlord's discretion, result in a removal fee of seventy-five and 00/100 dollars (\$75.00) being charged to Tenant's account.

In the unlikely event of an **unauthorized entry** into tenant's leased premises by a party unknown to tenants, landlord shall pay for any repairs to the premises resulting from the entry, provided all exterior doors and windows were locked at the time of the entry and the alarm system was activated. **Any damage or loss resulting from an unauthorized entry into the leased premises by a party unknown to the tenants, as a result of tenant's failure to lock all exterior doors and windows and activate the alarm system shall be the joint responsibility of all tenants of the leased premises.**

As to this Rental Lease and the Leased Premises, Tenant shall: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep that part of the Leased Premises that Tenant occupies and uses as clean and safe as the condition of the premises permit; (3) dispose from the Leased Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner; (4) keep all plumbing fixtures in the Leased Premises or used by Tenant as clear as their condition permits; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating ventilating, air-conditioning, and other facilities and appliances including elevators in the premises; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises; or knowingly, recklessly, or negligently permit any person to do so; (7) conduct himself or herself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises; and (8) Comply with the Landlord's Rules and Regulations. These are only some of the Tenant's obligations and responsibilities, and they are cumulative with others stated elsewhere in this Rental Lease.

#### **SUBLEASING**

Tenant shall not, without the written consent of Landlord first obtained in each case, sell, assign, mortgage, pledge, encumber or transfer this Rental Lease; nor shall Tenant underlet or sublet the Leased Premises without first obtaining the written consent of Landlord; nor shall Tenant offer any portion of the Leased Premises for a sub-lease by placing on the same any "for rent," "furnished rooms," "rooms to rent," or similar sign or notice or by advertising the same in any newspaper, place or manner whatsoever without first obtaining the written consent of Landlord. In the event the tenant wishes to sublease their portion of the lease, Landlord and roommates must give written consent of approval. Tenant agrees to a sublease fee of \$250.00.

#### **DEFAULT**

The happening of any one or more of the following listed events (hereafter referred to as "Event of Default" and "Events of Default") shall constitute a breach of this Rental Lease on the part of Tenant:

- a.) The failure of Tenant to pay any rent payable under this Rental Lease, or any part thereof, and the continued failure to pay the same by the conclusion of the Grace Period.
- b.) If, at any time during the term of this Rental Lease, Tenant vacates or abandons the Leased Premises, whether voluntarily or involuntarily, for a period of seven (7) consecutive days while any rental payment is past due.
- c.) The failure of Tenant to fully and promptly perform any act required of Tenant in this Rental Lease or to otherwise comply with any term, condition or covenant of this Rental Lease or any rules and regulations made a part hereof, which rules and regulations shall be subject to occasional amendment or addition by Landlord at any time subject to the provisions in the Act.

Upon the happening of any Event of Default, Landlord shall have the option to deliver written notice to Tenant specifying the acts or omissions constituting the breach of the Rental Lease and declaring that the Rental Lease will terminate upon a date not less than 14 days from the date the notice is received (notice is received upon it actually given to Tenant or 3 days after notice is mailed by first class U.S. Mail postage prepaid to Tenant at the leased premises). If the breach is not remedied within 14 days from the date the notice is received, the Rental Lease will terminate on the date specified in the notice. It is agreed and acknowledged that certain breaches of the Rental Lease, including, but not limited to Tenant breaking the law, committing immoral acts or on three (3) or more occasions disturbing the peaceful enjoyment of other Tenants of Landlord, are of such a nature that cannot be remedied by Tenant.

If Tenant's breach of the Rental Lease is due to a breach that materially affects 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 7 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 Leased Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the Rental Lease has terminated, for immediate payment.

If Tenant's breach of the Rental Agreement is due to failure to pay rent when due, the Landlord/Lessee shall have the option to deliver written notice to Tenant specifying the rent that is past due and any other acts or omissions constituting the breach of the Rental Lease and declaring that the Rental Lease will terminate upon a date not less than 7 days from the date the notice is received, and if the Tenant fails to pay the rent within 7 days after receipt of written notice to terminate the lease for nonpayment, the Landlord may terminate the Rental Lease on the date specified in the notice. In the event that the Rental Lease is terminated and Tenant remains in possession of the premises, Landlord may proceed with an action for eviction to recover possession of the premises, for rent and late charges and for any damage to the premises, and Tenant agrees to pay Landlord's reasonable attorney's fees and costs associated with such action as may be allowed under the Act due to Tenant's willful breach of the Rental Lease and the claims associated therewith. Tenant is responsible for full payment of all rent for the entire term. It is expressly understood that this Rental Lease is for the entire term set forth above, and the fact that Tenant should no longer be a resident of the community in which the premises are located, should be transferred, should cease to be actively enrolled in a college in this community, or for any other reason be unable to continue to live in the unit, Tenant's responsibility shall nonetheless continue for the full term hereof. Vacancy or abandonment by one or more Tenants/Lessees will not relieve the Tenant of responsibility to make rent payments in full.

#### **FIRE HAZARD AND CONDEMNATION**

Tenant shall not allow any act to take place on the Leased Premises that could cause a fire or increase the rate of insurance of the Leased Premises. In the event the Leased Premises are totally destroyed by fire, rain, wind, or other casualty beyond the control of Tenant, or in case the Leased Premises are damaged so extensively that it cannot, in the opinion of Landlord, be repaired within a reasonable amount of time, or if Landlord decides to remodel or reconstruct the building, or the Leased Premises are condemned and ordered torn down by the properly constituted authorities of the State, County, City, or other authority, then the rent shall be paid only up to the time of such destruction, damage or condemnation and any rent paid for a period subsequent to that time shall be refunded by Landlord, and all interest of Tenant in the Leased Premises shall thereupon terminate, and this Rental Lease shall become void from such time, excepting that if Tenant, his family, agents, servants, guests or visitors, is found to have been responsible in causing any such casualty, Tenant shall be and continue to remain liable for the rental payments normally due under this Rental Lease through the end of the lease term, as well as for any destruction or damage caused by any such carelessness, negligence or improper conduct. If the Leased Premises, or the building of which it is or may be a part shall be damaged by fire, other casualty including but not limited to rain, flooding, wind or other unforeseen event, without fault of the Tenant to an extent that enjoyment of the premises is substantially impaired, the Tenant may: (1) immediately vacate the premises and notify the Landlord in writing within 14 days thereafter of the Tenant's intention to terminate the Rental Lease, in which case the Rental Lease terminates as of the date of vacating; or (2) if continued occupancy is lawful, vacate any part of the premises rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the Leased Premises. It is agreed, however, that if the damages are such as not to render the Leased Premises untenable for the purpose for which they are leased then there shall be no abatement of the rent while the repairs are being made. If the whole or any part of the Leased Premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession of said premises, or any part thereof, is so taken, the term hereby granted and all rights of Tenant hereunder shall immediately cease and terminate, and Tenant shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the Rental Lease.

Landlord reserves the right to cancel this Rental Lease by giving thirty (30) days' written notice in the event a sale or condemnation is made of the Leased Premises.

#### **APPLIANCE AND/OR EQUIPMENT FAILURE**

Except as otherwise provided in the Act, Landlord shall not be liable for injury, loss or damage to the person or property of Tenant caused by the elements, or by steam, gas, electricity, water, rain or snow which may leak or flow from any part of the Leased Premises or from the pipes, appliances or plumbing works of the same or from any other place, or by falling plaster, or by defects in the Leased Premises or in any improvements, alterations or repairs now or hereafter made thereto, or by any act or thing heretofore or hereafter done or omitted by Landlord, unless caused by the negligence of Landlord.

Should any defect arise in the equipment, including fixtures and plumbing, or appliances belonging to the Leased Premises, Landlord shall have a reasonable time after notification in writing to determine its responsibility, and in the event Tenant is not liable for repairs and/or replacement, due to misuse by Tenant or Tenant's family, agents or approved subtenants, Landlord will repair such defect within the time as provided in the Act or within a reasonable time.

## **ACCESS**

Landlord shall retain a key to the Leased Premises, and Landlord reserves the right to visit and inspect said premises at any reasonable time upon proper notice as provided in the Act, this Rental Agreement and the Rules and Regulations; to show the same to prospective Tenants; and to display "FOR RENT" signs on said buildings or premises, and to advertise the same for lease, and may at any time remove placards, signs, flags, fixtures, alterations, or additions not in conformity with this Rental Lease, or with the rules and regulations now or hereafter adopted, and may make such repairs and alterations as may be deemed by Landlord necessary to the preservation of the Leased Premises or the building in which the same are located.

Landlord, his agent, his janitor, watchman, employees, and subcontractors may enter the leased premises without the consent or notice to Tenant in case of emergency and the parties agree that an emergency includes the need to make needed repairs to the premises, or to install or repair pipes, wires, and other appliances and items deemed by the Landlord essential to the use and occupation of other parts of the building. The Landlord, his agent, his janitor, watchman, employees, and subcontractors may enter the leased premises at any reasonable time, after giving 2 days' notice for general inspection, repair of other purposes. Posting a note on the primary door of the entry to the residence of the Tenant stating the intended time and purpose of the Landlord's right of access to the premises, is proper notice. In the event that any Tenant makes a maintenance report or request to Landlord, Landlord is authorized to enter the premises to inspect and/or repair or perform the maintenance work, without the need for any additional or different notice to Tenant.

Tenant shall notify Landlord of any anticipated extended absence from the premises in excess of fourteen (14) days no later than the fifth (5th) day of the extended absence. Tenant agrees that any unexplained absence from the premises for fourteen (14) days or more with discontinuance of any utility service, or failure to respond to any notices, phone calls or correspondence from Landlord, Landlord may, in its sole discretion, determine the premises to be abandoned. If Tenant is deemed to have abandoned the Leased Premises and the Rental Lease is terminated due to the abandonment, 14 days after the termination of the Rental Lease due to the abandonment, the Landlord has no duty to store or protect the Tenant's property in the Leased Premises and may dispose of it without obligation. Re-entering and re-letting said property shall not relieve the Tenant of its obligations to pay any amounts due under this Rental Agreement. Landlord will make reasonable efforts to rent the premises at a fair rental after Tenant abandons the premises. However, Landlord is not required to rent the abandoned premises before Landlord rents other vacant units.

All personal property placed in the Leased Premises, or in the store rooms or in any other area of the building in which the Leased Premises are located or any place appurtenant thereto, shall be at the risk of Tenant, or the parties owning the same, except as otherwise provided in the Act.

## **TENANT SECURITY AND INSURANCE**

Tenant hereby acknowledges that Tenant alone is responsible for obtaining insurance to protect personal property located in the Leased Premises and maintaining fire and smoke detectors in the Leased Premises in working order. Tenant further acknowledges that Landlord makes no representation or warranty as to the security of the Leased Premises. If Tenant determines the security of the doors, windows or locks in the Leased Premises is inadequate, Tenant must obtain written permission from Landlord prior to any modification of such doors, windows or locks.

## **TERMS**

Upon the conclusion of the term of this Rental Lease, it shall not be automatically renewed, regardless of whether Tenant or a sub-tenant remain in possession of the Leased Premises or any part thereof after the termination of this Rental Lease. Landlord shall, at its option, have the right to treat such holding over as a month to month Rental Lease by Tenant, upon the same terms and conditions as this Rental Lease, except that the monthly rental shall be at the election of Landlord the same rental price per month as set forth in this Rental Lease, or in the event Landlord has notified Tenant in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth in said notice. In the event Tenant fails to turn over and vacate the Leased Premises on the "Conclusion Date" of this Rental Lease and the Landlord has the Leased Premises rented to a third party, Tenant agrees to pay Landlord a daily "hold over fee" equal to 10 times the average daily rental under this Lease for each day Tenant holds over.

## **PARKING**

Tenant hereby understands and agrees that any parking provided by Landlord for the Leased Premises is for private passenger vehicles only. No vehicle shall be parked on the lawn of the Leased Premises. No three-wheelers, four-wheelers or dirt bikes shall be operated on the Leased Premises. No motor vehicle shall be repaired on the Leased Premises. Tenant is prohibited from parking any boat, trailer, truck, camper or other such vehicle in any parking space without first obtaining Landlord's written consent. Any vehicle so parked without Landlord's consent may be removed by Landlord and the cost of such removal shall be charged to Tenant's account. Further, Tenant hereby grants Landlord the right to remove and dispose of, at Tenant's expense, any inoperable vehicle, any vehicle without a current or valid license plate, or any vehicle on the

premises which is not regularly used and which is placed on the premises by Tenant or Tenant's guest or family member and which has remained on the premises for more than seven (7) days after notice to remove said vehicle has been placed thereon.

Tenant 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 Leased Premises or the building in which the same are located. Any motorcycle, motorbike, bicycle or other wheeled toy found in such location may be removed, stored or disposed of by Landlord without notice to Tenant other than this Section.

#### **WRITTEN NOTICE TO VACATE**

Tenant hereby acknowledges that, unless sooner terminated by Landlord as herein provided or as provided in the Act, this Rental Lease will not terminate until the Conclusion Date. As such, Tenant hereby agrees to provide Landlord with thirty (30) days' written notice prior to the Conclusion Date so that Landlord may schedule and conduct a walkout appointment with Tenant. If Tenant fails to provide Landlord with such notice, Tenant will become obligated to pay Landlord the value of thirty (30) days' rent from the date notice is actually given.

Should Tenant desire to vacate the Lease/Leased Premises prior to the Conclusion Date, Tenant must first provide Landlord thirty (30) days' prior written notice if his intent to vacate. Once made, this notice is irrevocable; thus, Tenant may, at Landlord's option, be deemed to be in default under this Rental Lease if Tenant does not vacate the Leased Premises thirty (30) days' after such notice is given, even though the term of this Rental Lease has not expired. Further, Tenant hereby understands and agrees that vacating the Leased Premises prior to the Conclusion Date will in no way relieve Tenant of his duty to pay rent under this Rental Lease for the full term of this Rental Lease or release Tenant from performing any other obligation, promise or covenant contained in this Rental Lease.

This section of the Rental Lease is not applicable in the event Tenant is exercising his rights under the Act to terminate the Rental Lease and vacate the Leased Premises.

#### **MOVING**

Tenant understands that the moving of furniture to and from the Leased Premises shall be allowed only between **7:00 a.m. and 9:00 p.m. CST**. Tenant must arrange for the removal of any packing cases, crates or boxes used during the moving process.

#### **ATTORNEY AND COLLECTION FEES**

When allowed by the Act and to the extent allowed by the Act and any other Alabama law, Tenant will pay the reasonable collection and/or attorneys' fees in the event Landlord employs a collection agency or attorney to collect any rents or other charges due hereunder by Tenant, or to protect the interest of Landlord in the event Tenant is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of Tenant, or upon the interest of Tenant in this Rental Lease or in the Leased Premises, or in the event Tenant violates any of the terms, conditions or covenants on the part of Tenant herein contained. In order to further secure the prompt payment of said rents, as and when the same mature and faithful performance by Tenant of all and singular the terms, conditions and covenants on the part of Tenant herein contained, and all damages and costs the Landlord may sustain by reason of the violation of said terms, conditions and covenants, or any of them, Tenant does hereby waive any and all right to claim personal property as exempt from levy and sale granted under the Laws and Constitutions of the State of Alabama and the United States of America.

Neither Landlord nor its agents warrants or represents that the Leased Premises herein described conform to the requirements of the City Laws except as required by the Act, and, it is distinctly understood and agreed that Landlord, at its option, may void this Rental Lease in event that the said City demands any repairs or improvements other than those set forth in this Rental Lease or required by the Act..

#### **WAIVER**

The failure of Landlord to insist, in any one or more instances upon the strict performance of any of the covenants of this Rental Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Even though Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by Landlord. The delivery of keys of the Leased Premises to any officer or employee of Landlord or to Landlord's agent shall not operate as a termination of this Rental Lease or as a surrender of the Leased Premises.

No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or letter accompanying such payment of rent be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent.

**NOTICES**

The rules and regulations printed in or attached to this Rental Lease are specifically assented to and accepted as part of this Rental Lease. Landlord shall have the right to change or modify such rules and regulations or add additional rules and regulations whenever in the opinion of Landlord it is necessary or advisable to do so and Tenant, when given written notice from Landlord of such change, modification or addition shall comply unless otherwise provided in the Act; Landlord, however, shall not be liable to Tenant for violation of any of the rules and regulations or the breach of any covenant or condition of any Rental Lease by any other Tenant in the building or buildings in which the Leased Premises are located.

Any notice by Landlord to Tenant shall be deemed to be duly given only if in writing and either delivered personally to Tenant or left upon the Leased Premises or by deposit of the same in the United States mail, postage prepaid and addressed to Tenant at the Leased Premises. Any notice by Tenant to Landlord shall be deemed to be duly given only if in writing and either delivered personally to any officer of Landlord or to the agent, if any, of Landlord charged with the renting and management of the Leased Premises or by deposit of the same in the United States mail, postage prepaid and addressed to Landlord at the address hereinabove set forth.

**RULES AND REGULATIONS**

Resident agrees to abide and follow the rules and Regulations that are listed on Exhibit B attached hereto and made a part hereof. Any violation of the Rules and Regulations may at the option of Owner be considered a default under this Lease. It is expressly understood that from time to time Owner may elect to change, modify, amend or add to the Rules and Regulations. In that event, upon written notice to Resident of said changes, Resident agrees to comply with said changes which shall thereafter be a part of the Lease.

This Rental Lease, and every provision hereof, shall bind, apply to and run in favor of Landlord, its successors and assigns, and of Tenant and the heirs and personal representatives of the Tenant.

This Rental Lease is subject to the following special provisions (if there are any defects in the Leased Premises on the Commencement Date, such defects should be noted here):

---

The validity, interpretation, enforcement and effect of this Rental Lease shall be governed by and construed in accordance with the laws of the State of Alabama. Tenant consents that any legal action or proceeding arising hereunder may be brought in the Circuit Court or District Court of the State of Alabama, Tuscaloosa County, Alabama or the United States District Court for the Northern District of Alabama and assents and submits to the personal jurisdiction of any such court in any action or proceeding involving this Rental Lease. In the event of default or any litigation arising from the Rental Lease of these premises, the Tenant hereby waives any right to a trial by jury.

If any provision of this Rental Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this Rental Lease, or the remainder of such provision, and the application thereof shall not be affected thereby.

Terms such as "hereof," "hereto," "herein" and the like refer to the entire Rental Lease and not only to the Section in which such terms appear.

It is agreed that Landlord's records, including, but not limited to, the due date and time of receipt of payment of rent and other charges, shall be conclusive evidence, absent manifest error, of the truth of the facts reflected in said records, whether said records are on paper or on electronic or magnetic or other media, and regardless of format.

The foregoing constitutes the entire agreement between the parties and may not be modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by both parties.

This lease consists of:

Exhibit A – The Lease

Exhibit B – The Rules and Regulations

In order to induce the Lessor to lease the premises to the lessee, the **guarantor** does unconditionally guarantee to the Lessor all payments of rent due under the Lease and the performance of all conditions of the Lease and amendments thereto.

The Lease above described contains a provision that the Lessees who sign the Lease are jointly and severally liable for the payment of rent and performance of the conditions of the Lease and the undersigned **guarantor** acknowledges the presence of such language in the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures and seals, the day and year first above written.

**LANDLORD**

\_\_\_\_\_  
**David Fuhrman, Jr.**

TENANT

GUARANTOR

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**