

## RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM \_\_\_\_\_ hereinafter referred to as Tenant the sum of \$ \_\_\_\_\_ evidenced by LEASE, as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	DEPOSIT RECEIVED	BALANCE OWING PRIOR TO OCCUPANCY
Rent for the period from _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent)	\$ _____	\$ _____
Last month's rent	\$ _____	\$ _____
Total	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner or his authorized agent, within 3 days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of \_\_\_\_\_, County of \_\_\_\_\_ State of Alabama, described as \_\_\_\_\_ and consisting of a: Single family w/range, fridge, dishwasher & microwave upon the following TERMS and CONDITIONS:

1. TERM: The term hereof shall commence on \_\_\_\_\_ and continue until \_\_\_\_\_ or a total rent of \$ \_\_\_\_\_.
2. RENT: Rent shall be \$ \_\_\_\_\_, per month, payable in advance upon the 1<sup>st</sup> day of each calendar month to Owner or his authorized agent at the following address: \_\_\_\_\_ or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 4 days after due date, Tenant agrees to pay a late charge of 10%, plus interest at 1.5% per month on the delinquent amount. Tenant further agrees to pay maximum rate allowed by law for each dishonored bank check. Any unpaid balances remaining after termination of occupancy are subject to 1 1/2 % interest per month.
3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
4. UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: N/A Tenant is responsible for connecting all utilities within 3 days and maintaining connection of all utilities, failure to do so is grounds for eviction.
5. USE: The premises shall be used exclusively as a residence for \_\_\_\_\_ persons. Guests staying more than a total of 14 days in a calendar year without written consent of the Owner shall constitute a violation of this agreement.
6. ANIMALS: No animals shall be brought on the premises without the prior written consent of the Owner. Any unauthorized pet is automatic forfeiture of deposit.
7. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.
8. ORDINANCES AND STATUTES: Tenant shall comply with all statues, ordinances and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. An arrest in any criminal charge is grounds for eviction.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
10. **MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at tenant's own expense, and at all times, maintain the premises in clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant shall be responsible for damages caused by tenant's negligence and that of tenant's family or invitees and guests. Tenant shall not paint paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawn and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
11. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them un-tenantable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party, to be given within 15 days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
12. **ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, or alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 48 hours prior notice to Tenant.
13. **INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.
14. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 3 days of the commencement of the term hereof.
15. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant within statutory time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises.
16. **WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce term hereof.

17. NOTICES: Any notice which either party may give or is required to give, may be given by mailing or emailing the same, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
- \_\_\_\_\_ 18. HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month to month tenancy in accordance with the terms here of, as applicable, except the rent will be \$200.00 more per month, until either party shall terminate the same by giving the other party 30 days written notice.
19. TIME: Time is of the essence of this agreement.
20. PEST CONTROL: Is the tenant's responsibility unless otherwise noted.
- \_\_\_\_\_ 21. KEYS: Tenant acknowledges receipt of 1 key(s). If keys are not returned upon Tenant vacating, Tenant will be charged \$100 for the cost of re-keying the premises.
22. CARPETS: Tenant is to have all carpets professionally cleaned by a company that uses a truck mount system upon vacating premises. A copy of the receipt must be furnished and the cleaning must pass our inspection. Tenant may not rent a machine and do it themselves.
23. REPAIRS: Tenant will report all needed repairs within 24 hours of discovery to prevent damage to property. Tenant will be responsible for all repairs or damages that are caused by negligence.
24. INSPECTION: Landlord reserves the right to inspect the property at any time with a 48 hour notice to the Tenant.
- \_\_\_\_\_ 25. CONDITION STATEMENT: Please prepare a condition statement, this is what will be used to clear the Tenant when they vacate. Tenant will not be present at the clearing inspection.
26. NAIL HOLES: Tenant may be charged \$1.00 for each nail hole made during occupancy.
27. HEAT & AIR SYSTEMS: Filters are to be changed on a monthly basis in order to ensure minimum repairs. Failure to do so with service to system required will be at tenant's expense at time of service.
28. LEASING FEE: If Tenant terminates lease prior to its expiration date, a \$200.00 Leasing Fee will be charged once a replacement tenant is found. Tenant will be responsible for the rent until a new tenant is found or until lease expires, whichever comes first.
29. VACATE NOTICE: Tenant must give a written 30 day notice prior to vacating. A phone call is not sufficient notice. Tenant must allow house to be shown 30 days prior to lease end, if tenant does not allow showings damages may be incurred for an additional month's rent.
30. SMOKE DETECTORS: Smoke Detectors are required in all buildings where people sleep. As a minimum, one smoke detector should be placed at each end of a house or on each floor. Tenant is responsible for insuring that smoke detectors are in place and will notify Landlord within 48 hours of possession of property, if smoke detectors are not present or improperly functioning. SMOKE DETECTORS MAINTENANCE: Detectors powered by the buildings electrical service should be vacuumed and tested once a month. We recommend testing on the 1<sup>st</sup> day of each month. Detectors powered by batteries should be vacuumed monthly and tested weekly. The batteries should be replaced every 12 months or more often if needed. We recommend that you replace batteries on the 1<sup>st</sup> day of January each year or more often if needed.
- \_\_\_\_\_ 31. RENTERS INSURANCE: Tenant is required to have renters insurance to cover their personal contents and \$100,000.00 personal liability. Tenant must have Landlord listed as additional interested party or additional insured on the renter's insurance policy.
32. WASHERS, DRYERS, ICE MAKERS, GARBAGE DISPOSALS & SWIMMING POOLS: These are luxury items, if repairs are needed it will be at tenant's expense or owner's option.
33. SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations here under. Owner may, but shall not be obligated to apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination, shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Landlord earns and retains interest on all security deposit.

- 34. DEPOSIT FUNDS: The balance of all deposits shall be refunded within 35 calendar days from date of Lease expiration, provided possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.
- 35. AGENCY DISCLOSURE: Alabama Real Estate Commission Rules require that real estate licensees disclose agency relationships to all parties in sale and lease transactions. This is to notify you the Lessee that in this case the licensee is the agent of the Lessor.
- 36. VIOLATION FEE: Tenant will be assessed \$50.00 anytime a notice of lease violation is posted. Example of violations: late payments, noise, unauthorized pets, etc.
- 37. CARPORTS: Are not to be used for storage. They are for vehicle parking only. Decks and patios are to be free of clutter.
- 38. ENTIRE AGREEMENT: The forgoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:
- 39. AT TIME OF RENEWAL: Tenant will be required to complete a walk through inspection with lessor, income qualify, have a criminal background check completed by lessor (\$10 fee for this per adult), provide current proof of insurance & have a zero balance
- 40. NO SMOKING: All rental properties are smoke free on the interior. Any smoking must be done on the exterior with the doors closed to prevent the smoke odors from traveling into the property.
- 41. PER OWNER'S REQUEST:

The undersigned Tenant hereby acknowledges receipt of a copy hereof

Landlord NAME

Dated: \_\_\_\_\_

\_\_\_\_\_  
Acceptance

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant