

# RESIDENTIAL LEASE AGREEMENT

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Landlord, and \_\_\_\_\_, hereinafter referred to as Tenant, whether one or more.

## I. IDENTIFICATION OF PARTIES AND PREMISES:

The Landlord identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, agrees to lease to Tenant under the terms and condition of this lease the premises located at \_\_\_\_\_, Alabama, (called premises in this lease). By signing this lease Tenant agrees to all the rules, terms and conditions of this lease.

## II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

- (A) Term: The Tenant and Landlord agree that the Tenant leases the premises on a month-to-month basis under the rules and conditions herein and *may be terminated by either party upon thirty (30) days prior notice* given to the other party.
- (B) Rent in the monthly amount of \$\_\_\_\_\_ is due and payable in advance without notice on the first (1<sup>st</sup>) day of each month and is delinquent after the **5<sup>th</sup>** day of the month. Tenant will pay to the Landlord a late charge equal to ten percent (10%) of the monthly lease payment if the Tenant fails to pay the monthly rent on or before the 5<sup>th</sup> day of the month the same becomes due. The Tenant stipulates that said late charge is reasonable to compensate for damages sustained by the Landlord by the Tenant's failure to timely pay rent.
- (C) Tenant agrees to pay a security deposit of \$\_\_\_\_\_. (This security deposit does NOT include the Pet Deposit or Alteration Deposit provided below – *if applicable*). The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises; subject however, to the below stated provisions.
- (D) Utilities and Utility Charges: The Tenant acknowledges that all necessary utilities are available at the premises, and that the Tenant shall be responsible for contacting the local utility companies to serve the premises and that the Tenant shall pay all costs for utility services unless otherwise specified in writing.

### III. OBLIGATION OF TENANT; TENANT AGREES:

- (A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;
- (B) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation;
- (C) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (D) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (E) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises;
- (F) To conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their premises;
- (G) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises;
- (H) The Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in any criminal activity on or off the Landlord's premises. The Landlord may evict the Tenant by judicial action for criminal activity if the Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction;
- (I) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (J) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (K) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and paying an additional **Pet Deposit** of \$\_\_\_\_\_ at the time of the execution of this lease or, in the event the Tenant desires to acquire an animal or pet after the execution of this lease, the Tenant shall, prior to acquiring such animal or pet, first contact the Landlord and to accurately describe and disclose the characteristics of such animal or pet. Thereafter the Landlord, at his sole discretion, may consent or object to the animal or pet from occupying the premises, whether inside or outside. If the Landlord consents to the Tenant's request, the Landlord shall determine a reasonable Pet Deposit, which shall be paid in full to the Landlord

- prior to the Tenant's acquiring such animal or pet. In no event shall the Tenant permit a vicious animal to enter onto or remain on the leased premises;
- (L) Not to install any additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent. **Alteration Deposit:** Additional security deposit required for approved alterations (if applicable) \$\_\_\_\_\_;
  - (M) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
  - (N) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
  - (O) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
  - (P) To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days; if the Tenant willfully fails to do so, the Landlord may recover actual damages from the Tenant. During any absence of a Tenant in excess of 14 days, the Landlord may enter the dwelling unit at times reasonably necessary;
  - (Q) Tenant agrees to perform seasonal maintenance or other maintenance tasks, including (where applicable) but not limited to, mowing, raking, trimming and maintaining the yard and plants, changing or cleaning air filters on air conditioning units, checking and replacing fire detector batteries, changing the setting of a thermostat, changing light bulbs and removal of garage, litter, limbs, leaves and debris from the premises. **IN THE EVENT THERE IS NO PROPERLY FUNCTIONING SMOKE DETECTOR IN THE LEASED PREMISES, THE TENANT SHALL GIVE IMMEDIATE WRITTEN NOTICE OF SUCH FACT TO THE LANDLORD;**
  - (R) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein;
  - (S) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling;
  - (T) To provide to the Landlord with thirty (30) calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the Landlord by U.S. Mail properly addressed or hand delivered to the Landlord personally. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the premises;
  - (U) Tenant agrees that the Tenant and members of his/her household and guests of the Tenant will not use loud, profane, abusive or threatening language when

speaking to or in the presence of the Landlord, Landlord's employees and/or representatives, or neighbors;

- (V) The Tenant may not withhold payment of rent to the Landlord, while in possession, to enforce any of the Tenant's rights under this agreement.

#### **IV. ENTRY OF PREMISES DURING TENANCY:**

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Provided, however, the Landlord and the Tenant hereby agree that the Landlord may enter the unit for any reasonable purpose (pest control, preventive maintenance, etc.) whatsoever during business hours without any further notice.
- (B) Landlord may enter the premises at any time without advance notification pursuant to a court order, the Landlord has reasonable cause to believe the Tenant has abandoned or surrendered the premises, when there is reason to believe an emergency exists; or when Tenant requests repairs, maintenance, or services.
- (C) If a Tenant refuses to allow lawful access, the Landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the Landlord may recover actual damages.

#### **V. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:**

- (A) To make necessary repairs to the premises; however, in the event any repairs are necessitated by Tenant's failure to maintain the premises in accordance with Section III, above, then the Landlord may submit to the Tenant an itemized bill for the actual cost of the repair, which shall be due and payable on the first day of the following month with the next month's rent payment.
- (B) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied by Landlord; provided; however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property.

#### **VI. ABANDONED PROPERTY AND FURNISHINGS:**

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees at Tenant's agent, to remove all personal property

of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord by the fifth day of the intended absence.

**VII. NOTICES:**

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

- a. Notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three (3) calendar days after mailing with adequate prepaid postage in the United States mailed to the Tenant's last know place of residence. The Tenant may also be given actual notice if the Landlord attaches a notice on the front door of the leased premises and mails a copy thereof to the leased premises address, or at such alternate address the Tenant had theretofore given to the Landlord, in writing. The Tenant agrees to provide the Landlord and the U.S. Postal Service with a forwarding address, for return of unused deposits, forwarding of mail, and other notification purposes, promptly upon vacating the lease premises.
- b. Notice to the Landlord shall be in writing, delivered by U.S. first class mail properly addressed to the following address:

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(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a Tenant.

**TENANT AGREES TO GIVE LANDLORD 30 DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE PREMISES.**

#### **VIII. TERMINATION OF TENANCY AND EVICTION:**

- (A) Either party may elect not to renew this lease for any successive month and cause the Tenant to surrender the leased premises upon thirty days advance notice.
- (B) If there is a material noncompliance by the Tenant with the dwelling lease, the Landlord may deliver a written notice to terminate the lease to the Tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice (7 calendar days in the event of past due rent payments). If the breach is not remedied within the 14 days (7 days for past due rent) after receipt of the notice to terminate the lease, the lease shall terminate on the date provided in the notice to terminate the lease unless the Tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.
- (C) The notice of lease termination for breach of this Agreement/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice of lease termination and demand for possession may be combined into one document.
- (D) If a Tenant leaves property in or upon the leased premises more than 14 days after by the Landlord or termination by the Tenant pursuant to this agreement, the Landlord has no duty to store or protect the Tenant's property in the unit and may dispose of it without obligation.

#### **IX. LEASE CHANGES:**

Changes to this lease must be made by written addenda to this lease executed by both parties.

#### **X. FAILURE TO PERFORM:**

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

#### **XI. SECURITY DEPOSIT:**

Upon termination of the tenancy, money held by the Landlord as security may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance as itemized by the Landlord in a written notice delivered to the Tenant together with the amount due

in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 14 day notice period has expired.

Upon vacating the premises, the Tenant shall provide to the Landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the Tenant fails to provide a valid forwarding address, the Landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the Tenant or, if none, to the Tenant at the address of the property. Any deposit unclaimed by the Tenant as well as any check outstanding shall be forfeited by the Tenant after a period of 180 days.

**XII. SEVERABILITY:**

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

**XIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:**

The Tenant shall inspect the premises *prior* to the execution of this lease and commencement of occupancy by the Tenant. IN THE EVENT THE TENANT DESIRES REPAIRS, ALTERATIONS OR IMPROVEMENTS TO THE LEASED PREMISES: The Tenant shall provide to the Landlord a written, itemized list of the repairs, alterations or improvements the Tenant desires. The parties shall discuss said list, and their mutual expectations of each other with regard to the necessity, reasonableness, time, logistics and expense of performing any or all the repairs, alterations or improvements on said list, and thereafter each party shall determine whether to enter into the lease agreement with the other party.

In the event the Tenant does not submit a list of desired repairs, alterations or improvements to the Landlord prior to the execution of this lease, it shall be presumed that there are no patent defects to the condition of the leased premises and the Tenant is reasonably satisfied as to the condition of the leased premises.

The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any changes to be made in accordance with this lease.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY. TENANT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE

POLICE SERVICES OR PRIVATE SECURITY TO THE TENANT. TENANT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name

Telephone # \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name

Telephone # \_\_\_\_\_

Next of Kin to Notify in Event of Emergency:

Name: \_\_\_\_\_

Telephone # \_\_\_\_\_

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Landlord's Printed Name

Telephone # \_\_\_\_\_