

# RESIDENTIAL LEASE AGREEMENT

Managed

1. PARTIES: This agreement ("Lease Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Tenant \_\_\_\_\_ (hereinafter called "Tenant") and Owner

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

Mail: See Broker's Contact Information Below

Phone: See Broker's Contact Information Below

Email: See Broker's Contact Information Below

(hereinafter called "Landlord"). The Parties enter into this Lease Agreement and agree as follows:

2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located at the following address: \_\_\_\_\_ in the city of \_\_\_\_\_ in the county of \_\_\_\_\_, State of ALABAMA, with a zip code of \_\_\_\_\_. Legal Description: \_\_\_\_\_ This Parcel of land with improvements will constitute the Premises.
3. MANAGED LEASE: The Landlord has assigned its rights and responsibilities to a property management company (hereinafter called "Broker") to manage the Lease during the initial term and subsequent renewals, if any. Unless the Landlord provides otherwise, the Broker is Birmingham Home Leasing (4000 Eagle Point Corporate Dr, Suite 240, Birmingham, AL 35242, larry.dean@birminghamhomeleasing.com, 205-677-0123). However, the Landlord reserves the right to reassign management rights and responsibilities to themselves or a third party with written notice.
4. COMMUNICATION WITH THE BROKER: Neither party to the Lease shall require the Broker to communicate via text message. Parties to the Lease should communicate important issues to the Broker via email or phone.
5. NON-RENEWING LEASE:
- A. LEASE TERM: This Lease begins on \_\_\_\_\_, 2018 and ends on \_\_\_\_\_, 2019.
- B. THIS LEASE DOES NOT AUTOMATICALLY CONVERT TO A MONTH TO MONTH AGREEMENT AFTER THE INITIAL TERM: In order for the Tenant to remain in the premises after \_\_\_\_\_, 2019, the Tenant must request a Lease Renewal on or before \_\_\_\_\_, 2019 and the Lease Renewal must be executed by both parties on or before \_\_\_\_\_, 2019.

- C. FAILURE FOR TENANT TO REQUEST LEASE RENEWAL WILL BE DEEMED NOTICE TO VACATE: If the Tenant fails to request a Lease Renewal, the Broker will deem it notice of the Tenant's intent to vacate on or before the last day of the Lease term. The Tenant agrees to cooperate with showings for sale and/or for lease.
- D. TENANT'S RIGHT TO TERMINATE THE LEASE EARLY WITH CONDITIONS: The Landlord agrees to release the Tenant from the Lease before the expiration of the initial term with the understanding that the Landlord will experience no loss of rental income or loss of Brokerage Fees to be paid in order to obtain the replacement Tenant. The specific conditions on which the Landlord agrees to release the Tenant early from the Lease include but are not limited to:
- i. The Tenant agrees to continue paying rent until another Tenant is placed and begins paying rent.
  - ii. The Tenant agrees to continue paying utility services until another Tenant is placed and begins paying utility services.
  - iii. The Tenant agrees to continue maintaining the lawn care and landscaping according to their responsibilities assigned in the Lease until another Tenant is placed and begins maintaining the lawn and landscaping.
  - iv. The Tenant agrees to reimburse a prorated portion of the Brokerage Fee paid to the Broker when the property was leased. Brokerage Fees can range from 50% of the first month's rent to 100% of the first month's rent and are specified in the Rental Listing Agreement between the Landlord and the Broker. The Brokerage Fee specified in the Rental Listing Agreement will be divided by the number of months in the initial term and multiplied by the number of months remaining in the Lease after the current Tenant is released and the new Tenant is placed. For example, if the rental rate and the Brokerage Fee was \$2,000 and a new Tenant is placed with 6 months remaining on the original 12 month Lease, the calculated reimbursement to the Landlord for the Brokerage Fee would be \$1,000.
  - v. The Tenant's Security Deposit remains refundable. The Broker will return the Tenant's Security Deposit, less any itemized deductions if applicable, within 60 days of the effective termination of the Residential Lease Agreement.
- E. NOTICE: All important notices hereunder must be given in writing and notices not given in writing will be considered void and without effect. Any notice provided for herein may be delivered as follows:
- i. If by Tenant to Broker: By email with acknowledgment from the Broker or mailing the same by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, to the office of Broker, or by hand delivery in person to Broker.
  - ii. If by Broker to Tenant: By serving on Tenant in person. Broker may also give notice to Tenant by mailing said notice to Tenant at the leased premises by ordinary U.S. mail and service shall be considered effective three days after mailing. Tenant hereby agrees

that any notice addressed to Tenant at the above address under the conditions described herein shall be legal notice to Tenant as if personally served. This provision does not apply to notices of termination, which will be served pursuant to Alabama law, and notices pursuant to the paragraph of this Lease regarding the Landlord's or the Landlord's Agent's right to reasonably enter the premises.

F. SURRENDER OF THE PREMISES: Tenant covenants that upon the termination of this Lease Agreement, or any extension thereof, that Tenant will quietly and peaceably deliver possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys and garage door openers to the Landlord.

6. OCCUPANTS:

A. Only persons designated in the Lease Agreement or as further modified or agreed to in writing by Broker shall reside in the rented premises. For purposes of this Lease Agreement the designated occupants are: \_\_\_\_\_

B. In no event shall more than \_\_\_ persons be allowed to occupy said premises.

7. SUBLEASING & ASSIGNMENT: Tenant shall not assign or sublet said premises or any part thereof without the written consent of Broker. Tenant must have written permission from Broker for guests to occupy the premises for more than 14 days.

8. USE OF PREMISES: The premises are for residential use only. The Tenant shall not operate a business on the property or engage in any activity that would substantially increase automobile traffic in the area. Use of a home office is allowed with the understanding that the Tenant will not personally receive and transact business with Customers on the premises.

9. RENT:

A. Tenant agrees to pay Broker a rent of \$\_\_\_\_\_ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$\_\_\_\_\_.

B. The rent is payable to Birmingham Home Leasing or as Tenant may be advised from time to time in writing.

C. Tenant further agrees to pay a late fee of \$\_\_\_\_\_ per day from the 11<sup>th</sup> day of the month through the 15<sup>th</sup> day of the month. If rent is paid on or after the 16<sup>th</sup> day of the month then Tenant agrees to pay an additional one-time fee of \$\_\_\_\_\_. No additional late payment penalties or fees will be charged after the one-time fee of \$\_\_\_\_\_.

D. Where the term of the Lease Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Broker in the amount of \$\_\_\_\_\_ per day for each day of the month of commencement or termination of the Lease Agreement, payable prior to the

Tenant taking possession upon commencement of the Lease Agreement, and payable on the first day of the final month of the Lease Agreement upon termination.

- E. The Landlord reserves the right to require the Tenant to make future rent payments via Direct Deposit or Electronic Funds Transfer.
- F. The use of the Security Deposit to pay the Last Month's Rent is strictly forbidden.

10. **TENANT'S REQUIREMENT TO VIEW THE PREMISES & INFORM THE BROKER OF IMPORTANT PRECONDITIONS FOR OCCUPANCY:** All Signing Tenants and spouses of Signing Tenants affirm that they have personally viewed the property before signing the Lease. Online photography, virtual tours, and video conferencing does not satisfy the requirement to personally view the property.

- A. Before signing the Lease, the Tenant agrees to make known to the Broker of any and all important preconditions for occupancy, such as cleaning, repairs, maintenance, etc.

11. **VERIFICATION OF SERVICES BEFORE LEASE EXECUTION:** The Tenant agrees to be responsible for verifying desired services and information before signing the Lease, such as:

- A. School districts, including any pending or recent changes by governmental authorities.
- B. Communication services, such as Internet, Cable, Phone, etc.
- C. Safety services, such as Police, Fire, etc.
- D. Utility services, such as natural gas, sewer, septic, etc.
- E. Commute time to important destinations such as work, school, church, shopping, etc. The Tenant agrees to not only check distance to these important locations, but also the drive time during rush hour. The Broker suggests using services such as Google Maps which provide a drive time estimator for specific times of day or night.

12. **NO RELIANCE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

13. DEADLINES FOR EXECUTION OF THE LEASE:

- A. The Tenant agrees to purchase a Renter's Insurance Policy with sufficient coverage to protect all their personal property and to show the Landlord as "Additional Insured" for not less than \$300,000 Liability Coverage. The Tenant agrees to provide proof of the policy to the Broker on or before the Tenant's Lease Signing Deadline (see B. below).
- B. Tenant Signing Deadline on or before 5:30PM CST: \_\_\_\_\_.
- C. Landlord Signing Deadline on or before 5:30PM CST: \_\_\_\_\_.
- D. Tenant shall deliver or verify sending (by providing a photo of the Cashier's Checks and delivery tracking information – please send via UPS or FedEx, not USPS) the Cashier's Checks to the Office of Birmingham Home Leasing on or before 5:30PM CST: \_\_\_\_\_. The address of Birmingham Home Leasing is 4000 Eagle Point Corporate Dr, Suite 240, Birmingham, AL 35242. Office hours are 8:30AM - 5:30PM Monday - Friday.
- E. REQUIREMENTS FOR INITIAL FUNDS TO EXECUTE LEASE: Cashier's Checks are required for Lease Execution and must be from US banks. No funds in any form will be accepted from overseas banks or overseas financial institutions. No funds presented in excess of the requested amount will be accepted. No personal checks, corporate checks, certified checks, or money orders will be accepted for Lease Execution. No international wire transfers will be accepted and no domestic wire transfers will be accepted unless they are sent at least two weeks before the occupancy date.
- F. INITIAL FUNDS MUST BE RECEIVED BY THE BROKER BEFORE OCCUPANCY BEGINS: The initial funds must be received by the Broker before the Broker will provide access to the Tenant to begin occupancy.
- G. SPECIFIC CHECK WRITING INSTRUCTIONS:

14. LEASE APPLICATION:

- A. The Tenant acknowledges that the Landlord has relied upon the lease application as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge.
- B. If any facts stated in the lease application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

15. RETURNED CHECKS: Tenant agrees to pay \$30.00 for each returned check for bookkeeping costs and handling charges, plus late charges if applicable. If more than one check is returned, additional rent shall be paid in the form of Cashier's Checks. Landlord's or Broker's acceptance of other forms of payment does not waive their rights to receive rent by Cashier's Check. If any check for the Security Deposit or the First Month's Rent is returned for insufficient funds and Tenant fails

to remedy it within seven days of receiving notice, the Landlord may immediately terminate this Lease Agreement and declare it void.

16. SECURITY DEPOSIT:

- A. SECURITY DEPOSIT AMOUNT: Tenant agrees to deposit with Broker a Security Deposit in the amount of \$\_\_\_\_\_ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this Lease Agreement.
- B. HUD DEFINITION OF NORMAL WEAR AND TEAR: By Law, the Tenant must return the premises to the Landlord in the condition that it was received with normal wear and tear expected. Legal definitions of normal wear and tear can vary from one jurisdiction to the next. HUD has published definitions at <https://www.hud.gov/sites/documents/HSG-06-01GAPP5GUID.PDF> (see Appendix 5C). Ultimately a dispute between the Landlord and Tenant regarding what is and what is not normal wear and tear will be settled or adjudicated. The following definitions are provided for informational purposes only and reflect a compilation of opinions concerning normal wear and tear found from various online sources. The following is not intended as legal advice and Landlords and Tenants who have questions about their legal rights and responsibilities should consult with an Attorney.
- i. HARDWOOD FLOORS:
    - a. NORMAL: Worn and scuff marks on hardwood floors in high traffic areas may be considered normal wear and tear.
    - b. NOT NORMAL: Pet stains, burns, holes, deep gouges, and series of scratches will usually not be considered normal wear and tear.
  - ii. CARPET:
    - a. NORMAL: Worn areas on carpet in high traffic areas and indentations caused by furniture may be considered as normal wear and tear.
    - b. NOT NORMAL: Cuts, pet stains, burns, and holes will usually not be considered normal wear and tear.
  - iii. INTERIOR WALLS:
    - a. NORMAL: If the walls become slightly dirty and/or scuffed and faded in certain areas, this may be considered normal wear and tear. Nail holes in interior walls caused from hanging pictures may be considered normal wear and tear.
    - b. NOT NORMAL: Holes caused by sinking anchor bolts and TV mounts, deep gouges, dents, or pen marks are not usually considered normal wear and tear.
  - iv. HOUSE CLEANING:
    - a. NORMAL: Describing what is a clean house is subjective. For that reason, we will describe what may reasonably be considered not normal below.
    - b. NOT NORMAL: Filthy bathtubs, showers, sinks, or toilets; food in the refrigerator or cabinets; a grimy stove; and piles of

trash may be considered not normal wear and tear.

- C. TENANT'S LIABILITY FOR CLAIMS OF DAMAGE ARE NOT LIMITED TO THE AMOUNT OF THE SECURITY DEPOSIT: If it is determined that the Tenant, through direct action or neglect, is responsible for property damage in excess of the amount of the Security Deposit and the Tenant refuses to voluntarily pay for the damage, the Landlord may exercise their right to hire an Attorney and take legal action to recover damages.
- D. ADJUSTING REPLACEMENT COSTS FOR LIFE EXPECTANCY: The Landlord is advised that when a Tenant damages the property in such a way that items have to be replaced, the Landlord may not be able to recover full costs for replacement because many items are subject to settlement by adjustment for life expectancy. For instance, carpet is often considered to have a life expectancy between 5 and 7 years while an HVAC system is usually considered to have a life expectancy of 10 years. For more details, see HUD chart at <https://www.hud.gov/sites/documents/HSG-06-01GAPP5GUID.PDF> (see Appendix 5D).
- E. RETURN PERIOD: Any deduction from the Security Deposit must be itemized by the Broker in a written notice to the Tenant together with the amount due, if any, within 60 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. This obligation is met when the Broker mails the portion of the deposit owed and/or the written notice within 60 days by UPS, FedEx, US Postal Service with Tracking Service and provides the tracking information to the Tenant.
- F. TENANT'S FORWARDING ADDRESS: The Tenant shall provide the Broker in writing with a forwarding address or new address to which the written notice and amount due from the Broker may be sent.
- G. NO INTEREST PAID: Landlord is under no obligation to pay interest on a security deposit.

17. PET DEPOSIT/FEE:

- A. Pets \_\_\_\_\_ allowed.
  - i. Non-refundable fee of \$ \_\_\_\_\_
  - ii. Refundable deposit of \$ \_\_\_\_\_
  - iii. Description of Permitted Pets: \_\_\_\_\_
  - iv. Photo \_\_\_\_\_ file with: \_\_\_\_\_.
- B. If pets are not allowed in part (A.), the Tenant may not obtain a pet without the express written permission of the Broker.
- C. If pets are allowed in part (A.), the Tenant shall be responsible for the animal, its behavior and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

18.UTILITIES: Tenant agrees to pay for all utility services, during their Tenancy, including but not limited to those indicated below, even in cases where they have vacated the premises before the Lease term expires.

- Power
- Water
- Sewer
- Natural Gas
- Garbage Collection
- Communication Services (Internet, TV, Phone, etc.)
- Other: \_\_\_\_\_

19.APPLIANCES & EQUIPMENT: The Landlord will supply and maintain:

- Stove (combination range top and oven)
- Range top (separate range top)
- Oven (separate oven)
- Refrigerator (Tenant responsible for purchasing and installing replacement water filters, if applicable.)
- Dishwasher
- Microwave
- Disposal
- Jetted bathtub(s)
- Washer
- Dryer
- In-ground lawn sprinkler system and control panel
- Other: \_\_\_\_\_

Tenant will keep appliances and equipment provided by Landlord in good working order and shall report any malfunction to the Broker. Any damage sustained due to neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement. Tenant agrees that the items specified above are the property of the Landlord and will remain with the premises at the end of this Lease term.

20.LANDLORD OBLIGATIONS:

- A. The Landlord agrees to maintain the Termite Bond.
- B. The Landlord agrees to pay the HOA Dues if the premises are subject to the jurisdiction of a HOA.
- C. The Landlord agrees to set up "Landlord Accounts" with all utility services, who have this option, if these accounts are not already established. "Landlord Accounts" provide uninterrupted service and make it easier for the Tenant to transfer accounts into their name. It also makes it unnecessary for water service Technicians and gas service Technicians to schedule an appointment to turn on services that have been turned off.
- D. The Landlord agrees to maintain and make repairs to do what is necessary to keep the premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act.
- E. It is the Landlord's responsibility to order any necessary preventive maintenance services or periodic inspections, including but not limited to roof

- inspections, chimney cleaning, annual HVAC service, duct cleaning, dryer exhaust cleaning, etc.
- F. If the premises are connected to a septic tank, it is the Landlord's responsibility to maintain it (order periodic pumping, cleaning, etc.).
  - G. If the property is subject to Subdivision Rules (HOA, CC&Rs, etc.), the Landlord will provide a copy of the Rules to the Broker to forward to the Tenant.
  - H. The Landlord is responsible for providing outdoor faucet covers for the Tenant to apply during hard freezes.
  - I. The Landlord warrants that that the property is unencumbered or if the property is mortgaged, the Landlord warrants that all mortgage and/or loan accounts are current.
  - J. The Landlord represents and warrants that to the best of their knowledge the premises do not contain any dangerous substance that would affect the health or safety of a Tenant including but not limited to Lead-based paint, Asbestos, Radon, Toxic mold, etc.
  - K. The Landlord represents and warrants that to the best of their knowledge no conditions exist that would potentially interrupt a Tenancy including but not limited to: an order from a governmental authority to repair or to demolish, the need for Chinese drywall testing or remediation, the need for a roof or foundation repair or replacement, etc.
  - L. The Landlord represents and warrants that they are not aware that there has ever been a flea or bed bug infestation reported in the premises. The Landlord represents and warrants that to the best of their knowledge, fleas and bed bugs are not currently present in the premises.

## 21. TENANT OBLIGATIONS:

### A. ABIDE BY LAWS, RULES & REGULATIONS:

- i. The Tenant shall abide by all Federal, State and Local laws.
- ii. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and, as such, is grounds for termination of tenancy and eviction from the premises.
- iii. The Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- iv. The Tenant shall abide by all rules and regulations mandated by any governing Condominium Association or Homeowners Association.
- v. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence or non-compliance.
- vi. Tenant must abide by all local recycling regulations.
- vii. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that

will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises.

- B. TENANT'S RESPONSIBILITY TO BE IN ATTENDANCE FOR REPAIR, MAINTENANCE & SERVICE CALLS:
- i. The Tenant is responsible for being in attendance during all routine maintenance and repair Service Calls during their occupancy and while they have any personal property in the premises. The Tenant is responsible for coordinating with Service Vendors and providing access and remaining present during the entire Service Call. The Maintenance and Repair Service Calls that the Tenant is required to provide access and attend include but are not limited to Service Calls by: HVAC, Plumbers, Electricians, Appliance Repair Technicians, Communications Technicians and Installers, Termite Inspectors, Pest Exterminators, etc.
  - ii. During an emergency, if the Tenant cannot or will not fulfill their responsibility to provide access for Vendors, the Broker may provide access for Vendors by using a Locksmith. The Tenant acknowledges and agrees that neither the Landlord nor Broker can be responsible for the actions of third parties, such as Vendors. Tenant therefore assumes any and all risks associated with granting admittance to third parties without Tenant being personally present.
- C. SECURITY OF THE PREMISES:
- i. The Broker does not keep keys to the premises. In some cases, the Landlord may have keys to the premises. The Broker does not have or keep a record of Landlords that may have keys to the premises.
  - ii. The Landlord and/or Broker cannot and does not warrant or represent that no unauthorized parties possess copies of the keys or garage door openers that access the premises. For that reason, the Landlord grants the Tenant permission to immediately re-key all the exterior locks and/or re-code the garage door openers after taking occupancy.
  - iii. If the Tenant exercises this right and re-keys the exterior locks and the property is managed, the Broker will not request or accept a new key(s).
  - iv. Should Tenants lock themselves out of the premises and be unable to gain access through their own resources, they may call a professional locksmith and will be responsible for any damages. Tenant shall be responsible for the cost of the locksmith and any damages resulting from the locksmith.
- D. EXTENDED NON-OCCUPANCY: Tenant is required to notify Broker in the event that Tenant will not be in occupancy of the property for a two week period or longer.
- E. MODIFICATIONS TO THE PREMISES:
- i. The Tenant may not modify or alter the thermostat in any way without the written permission of the Landlord. This prohibition includes but is not limited to WiFi thermostats, programmable thermostats, learning and communicating thermostats, etc.
  - ii. Any unfinished basement and/or unfinished attic may not be modified for use as living quarters.

- iii. Trampolines are not permitted on the premises.
- iv. Waterbeds, large aquariums, and liquid furniture are not permitted on the premises.
- v. The Tenant must obtain written permission from the Landlord before installing any device that would require the drilling of holes in the interior or exterior walls or the roof, including but not limited to:
  - a. Large nails
  - b. Anchor bolts
  - c. TV wall mounts
  - d. Satellite Dishes
  - e. Antennas
  - f. Security System – (The Tenant may connect to, activate and use any of the above referenced devices that are already installed).

F. PARKING:

- i. The Tenant may not store or park a recreational vehicle, commercial vehicle or watercraft on premises.
- ii. All vehicles shall be parked in the driveway or in the garage. There will be no parking on the street or on the lawn.

G. BED BUGS: The Tenant affirms that all furnishings and personal properties to be moved into the premises are currently free of bed bugs. The Tenant is advised that if a bed bug (Cimicidae) infestation occurs and it can be determined the bed bugs were introduced by direct action and/or negligence of the Tenant, then the Tenant will be held liable for extermination costs. The Landlord will not be responsible for any loss incurred by the Tenant (including but not limited to loss of personal property) if it is determined that the Tenant is responsible for a bed bug infestation. Anyone traveling and staying in hotels is susceptible to exposure to bed bugs. Also, bed bugs can be introduced into the premises when using rented, previously stored, used furniture or mattresses. The Tenant agrees to immediately report to the Broker a bed bug infestation or suspected bed bug infestation.

H. FLEAS: The Tenant affirms that all furnishings and personal properties to be moved into the premises are currently free of fleas. The Tenant is advised that if a flea infestation occurs and it can be determined that the fleas were introduced by the direct action and/or negligence of the Tenant, then the Tenant will be held liable for extermination costs. The Landlord will not be responsible for any loss incurred by the Tenant (including but not limited to loss of personal property) if it is determined that the Tenant is responsible for a flea infestation. Anyone traveling and staying in hotels is susceptible to exposure to fleas. Also, fleas can be introduced into the premises when using rented, previously stored, used furniture or mattresses. The Tenant agrees to immediately report to the Broker a flea infestation or suspected flea infestation.

## 22. TENANT MAINTENANCE RESPONSIBILITIES:

- A. TENANT AGREES TO SUBMIT ALL REPAIR & MAINTENANCE REQUESTS IN WRITING TO THE BROKER: Under the Law, the Broker is jointly responsible with the Landlord for maintaining habitability, therefore the Tenant agrees to email the Broker at larry.dean@birminghamhomeleasing.com (no text messages) for all requests for repairs and maintenance. Notifying the Broker first is still required even in cases where it is understood by the Tenant that the Landlord is primarily responsible for the repair and maintenance of the premises.
- B. TENANT'S DUTY TO REPORT: The Tenant agrees to report to the Broker any water leaks and any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, as well as any occurrence that may cause damage to the property.
- C. MAINTENANCE:
- i. The Tenant agrees to not attempt to use the self-cleaning feature on oven(s). There have been reports that the intense heat caused by the self-cleaning can damage the computer board that operates the oven and stove.
  - ii. The Tenant agrees to apply the faucet covers provided by the Landlord during hard freezes.
  - iii. The Tenant agrees to cooperate with inspection requests from the Landlord's termite bond provider. The Landlord is responsible for maintaining the termite bond. Other pest control services that the Tenant may desire are the responsibility of the Tenant to pay for.
  - iv. The Tenant agrees to replace any burned out light bulbs, check for tripped breakers and to light any pilot lights.
  - v. The Tenant shall use ventilating fans at all times when bathing and cooking.
  - vi. All windows and doors must remain closed during inclement weather.
  - vii. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before. Empty garbage/trash cans must be removed from the street as soon as possible. If the Landlord is fined for any garbage can violations, it will be deducted from the Tenant's Security Deposit.
- D. DAMAGE CAUSED BY TENANT:
- i. The Tenant agrees to pay for the cost of all repairs and replacements made necessary by the direct action or negligence of the Tenant including but not limited to:
    - a. Damage to a garbage disposal, toilet, plumbing system, etc.
    - b. Damage caused by careless use of the premises, including damage caused by Tenant's appliances and/or furniture.
    - c. Repairs, replacements and loss resulting from theft, malicious mischief or vandalism by Tenant and/or their guests.
  - ii. The Tenant shall not deliberately or negligently destroy, deface, damage, impair, or move any part of the premises; or knowingly, recklessly, or negligently permit any person to do so.

E. CLEAN AND SANITARY:

- i. The Tenant must keep the premises clean and sanitary at all times and remove all rubbish, garbage, and other waste in a clean, tidy and sanitary manner.
- ii. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.

F. MODIFICATIONS:

- i. No painting, wallpapering, repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein shall be made except after written consent of Broker. Tenant shall be responsible for the cost of restoring premises to their original condition if Tenant makes any such unauthorized modifications.
- ii. The Broker's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent for future painting, alterations, improvements, or additions.
- iii. All improvements made by Tenant to the premises shall become the property of the Landlord.

G. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT: Tenant may not withhold rent or use "repair and deduct" when the Landlord fails to make important repairs that are necessary to keep the premises fit and habitable. (Ala. Code § 35-9A-164.) Tenants should put their requests in writing and deliver the notice to the Broker, giving the Landlord 14 days to accomplish the repair (or less, if it's an emergency).

H. HAZARDOUS MATERIALS AND FIRE PREVENTION:

- i. The Tenant may not use or store Kerosene or space heaters at any time in or around the premises.
- ii. The Tenant may not use a stove, oven or range as a source for heat.
- iii. Charcoal and Gas Barbecue grills may not be used inside the premises or under any covered deck, patio or porch.
- iv. The Tenant agrees to not permit hazardous materials to be in or around the premises.
- v. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- vi. The Tenant must report any malfunction with smoke detector(s) immediately to Broker.
- vii. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the premises.
- viii. Absolutely no smoking is permitted inside the premises.

I. CHIMNEY INSPECTION REQUIRED BEFORE BURNING WOOD IN FIREPLACE: When the premises contain a wood-burning fireplace(s), the Tenant agrees to request that the Broker order a chimney inspection before burning any wood in the fireplace(s).

23.SITUATIONS WHEN THE TENANT WILL BE REQUIRED TO PAY FOR PROFESSIONAL CARPET CLEANING:

- A. When the Tenant is preparing to vacate and the Move-In Condition Report indicates that the previous Tenant or the Landlord paid for professional carpet cleaning and submitted a receipt to the Broker to include in the Move-In Condition Report, then the Tenant agrees to pay for professional carpet cleaning with the same vendor and equivalent level of service and provide a receipt to the Broker.
- B. When the Tenant has vacated and the Move-In Condition Report indicates that the Tenant was responsible for paying for professional carpet cleaning and the Tenant does not provide a receipt for professional carpet cleaning to the Broker, then the Tenant agrees to allow the Broker to deduct the cost for professional carpet cleaning from their Security Deposit.

24.SITUATIONS WHEN THE TENANT WILL BE REQUIRED TO PAY FOR PROFESSIONAL HOUSE CLEANING:

- A. When the Tenant is preparing to vacate and the Move-In Condition Report indicates that the previous Tenant or the Landlord paid for professional house cleaning and submitted a receipt to the Broker to include in the Move-In Condition Report, then the Tenant agrees to pay for professional house cleaning with the same vendor and equivalent level of service and provide a receipt to the Broker.
- B. When the Tenant has vacated and the Move-In Condition Report indicates that the Tenant was responsible for paying for professional house cleaning and the Tenant does not provide a receipt for professional house cleaning to the Broker, then the Tenant agrees to allow the Broker to deduct the cost for professional house cleaning from their Security Deposit.

25.MAINTAINING A WELL-WATERED LAWN:

- A. Tenant – When the premises has an in-ground sprinkler system installed, it is the responsibility of the Tenant to use it in such a manner that the lawn does not turn brown and die. The Tenant is also responsible for reporting to the Broker any need for sprinkler system maintenance or repair or if they observe any portion of the lawn or landscaping may be dying.
- B. Landlord – The Landlord is responsible for authorizing the Broker to order and pay for service to repair or maintain the sprinkler system when the Tenant reports a problem.
- C. Broker – The Broker is not responsible to monitor the condition of the lawn and landscaping and make a report to the Tenant or the Landlord.

**26.ASSIGNMENT OF LAWN, LANDSCAPING, & GUTTER CLEANING RESPONSIBILITIES:**

The assignment of specific lawn, landscaping, and gutter cleaning responsibilities are according to the chart below.

<b>Assigned Responsibility:</b>	<b>Tenant is Responsible for doing the work personally or hiring a Vendor to do the work:</b>	<b>Tenant is Responsible for paying a Vendor hired by the Landlord to do the work:</b>	<b>Landlord is Responsible for hiring a Vendor to do the work:</b>
Mowing the lawn			
Fertilizing the lawn & treating for weeds & fire ants			
Gutter cleaning annually			
Replenishing flower beds with mulch, pine straw, etc. at least once/year			
Trimming the shrubs & weeding the flowerbeds at least once/year			
Maintaining a raked lawn at least once/year			
Edging the lawn at least once/year			

**27.BROKER NOT RESPONSIBLE FOR MONITORING LAWN AND LANDSCAPING CONDITION AND REPORTING TO THE LANDLORD:** The Broker shall not be responsible to the Landlord or the Tenant for monitoring the condition of the lawn, landscaping, gutters, etc. and making reports and/or recommendations to the Landlord.

**28.TENANT IS RESPONSIBLE FOR REPORTING PROBLEMS OR NEEDED MAINTENANCE FOR THE LAWN, LANDSCAPING AND GUTTERS:** The Tenant is responsible for monitoring the condition of the lawn, landscaping, and gutters and reporting to the Broker any problems or need for maintenance.

**29.TENANT'S RESPONSIBILITY TO CHANGE HVAC FILTERS ACCORDING TO THE SCHEDULE PRESCRIBED ON THE HVAC FILTER:** The Tenant agrees to be responsible for changing the HVAC filters according to the schedule (every 1 month, 2 months, 3 months, etc.) indicated on the HVAC filter. The Tenant may be held liable for paying repair or replacement costs to a damaged HVAC system if it is determined that the damage was caused by neglect or direct action of the Tenant, which would include but is not limited to: missing filters, dirty filters, and/or damages resulting from unreported problems. If the damage caused by the Tenant exceeds the amount of the Security Deposit and the Tenant does not voluntarily pay for repair or replacement costs, then the Landlord may need to hire an Attorney to take legal actions in order to recover damages.

30. COOPERATION WITH RENTAL SHOWINGS: During the last 30 days of the Lease, the Tenant agrees to cooperate with rental showing requests when given a 48-hour written advanced notice.

- A. The Tenant agrees to allow the Broker to place the premises on lock box 30 days prior to vacancy and begin showings.
- B. The Tenant agrees to immediately place a key in the lock box and notify the Broker that they have done so.
- C. When applicable, the Tenant agrees to disarm any security system present or provide instructions to the Broker on how to disarm and re-arm the security system.
- D. The Tenant agrees to communicate with the Broker via email concerning showing requests so that the Broker can establish a written record of the Tenant's cooperation. The Broker will not be required to communicate with the Tenant concerning showing requests by any other means of communication (phone, text, etc.).

31. COOPERATION WITH SALES SHOWINGS: During the last 60 days of the Lease, the Tenant agrees to cooperate with sales showing requests when given a 48-hour written advanced notice.

- A. The Tenant agrees to allow the Sales Listing Agent to place the premises on lock box 60 days prior to vacancy and begin showings.
- B. The Tenant agrees to immediately place a key in the lock box and notify the Sales Listing Agent that they have done so.
- C. When applicable, the Tenant agrees to disarm any security system present or provide instructions to the Sales Listing Broker on how to disarm and re-arm the security system.
- D. The Tenant agrees to communicate with the Sales Listing Agent via email concerning showing requests so that the Sales Listing Agent can establish a written record of the Tenant's cooperation. The Sales Listing Agent will not be required to communicate with the Tenant concerning showing requests by any other means of communication (phone, text, etc.).

32. RIGHT TO ACCESS:

- A. The Tenant shall not unreasonably withhold consent to the Landlord, the Landlord's Agent or the Landlord's Contractor to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, etc. Access for the Landlord's Agents to show the property for rent or for sale shall be governed by Sections 27 and 28.
- B. A Landlord or Landlord's Agent may enter the dwelling unit without consent of the Tenant in case of emergency.
- C. A Landlord or Landlord's Agent shall not abuse the right of access or use it to harass the Tenant. Except in case of emergency or unless it is impracticable to do so, the Landlord or Landlord's Agent shall give the Tenant at least two days' notice of the Landlord's or Landlord's Agent's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the residence of the Tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the

Landlord's or Landlord's Agent's right of access to the premises.

D. The Landlord or Landlord's Agent has no other right of access except:

- i. pursuant to court order;
- ii. as permitted by Sections 35-9A-422 and 35-9A-423(b); or
- iii. unless the Landlord or Landlord's Agent has reasonable cause to believe the Tenant has abandoned or surrendered the premises.

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

34. **DESTRUCTION OR DAMAGE TO PREMISES:**

- A. If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:
  - i. immediately vacate the premises and notify the Broker in writing within fourteen days thereafter of Tenant's intention to terminate the Lease Agreement, in which case the Lease Agreement terminates as of the date of vacating; or
  - ii. if continued occupancy is lawful, vacate any part of the dwelling unit 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-market rental value of the dwelling unit.
- B. Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Lease Agreement is terminated the Broker shall return Security Deposit to the Tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. If the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law, the Broker shall withhold the Tenant's Security Deposit.

35. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Lease Agreement shall

terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Lease Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

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

37.PERSONAL PROPERTY LEFT BEHIND BY THE LANDLORD: The Broker assumes no responsibility or management of personal property left by Landlord at premises.

38.NONCOMPLIANCE WITH LEASE AGREEMENT OR FAILURE TO PAY RENT:

- A. If there is a noncompliance by the Tenant with the Lease Agreement other than nonpayment of rent, the Broker may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than 7 days after receipt of the notice, if the breach is not remedied in 7 days.
- B. The Lease Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 7 days, but is commenced within the 7-day period and is pursued in good faith to completion within a reasonable time, the Lease Agreement shall not terminate by reason of the breach.
- C. Rent is due on the 1<sup>st</sup> day of the month. Rent is considered Past Due if not paid by the 10<sup>th</sup> day of the month. When the rent is Past Due, the Broker may deliver a written notice to the Tenant demanding payment and that the Lease will terminate upon a date not less than 7 days after receipt of the notice, if payment is not made in 7 days.
- D. The Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any noncompliance by the

Tenant with the Lease Agreement.

- E. If there is noncompliance by the Tenant, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within seven (7) days after written notice by the Broker specifying the breach and requesting that the Tenant remedy it within that period of time, the Broker may enter the dwelling unit and cause the work to be done in a workman-like manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord Tenant Act.
- F. If there is noncompliance by the Tenant materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within seven (7) days after written notice by the Broker if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the Lease Agreement. If the Lease Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the Lease Agreement. Any claim not satisfied by Tenant may be turned over to a collection agency and reported to the credit bureaus.
- G. Except as prohibited by applicable law, Landlord may recover actual damages and obtain injunctive relief for noncompliance by the Tenant with Lease Agreement or the obligations of the Tenant under §35-9A-301 *Code of Alabama*.

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

40.NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the Lease Agreement was made or at any place held out by Landlord as the place of receipt of the communication.

41.WAIVER OF LANDLORD'S DUTY TO MAINTAIN THE PREMISES: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Lease Agreement or violation of the Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto.

42. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
43. BINDING AUTHORITY: The provisions of this Lease Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective heirs, successors, legal representatives, and assigns.
44. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of rights under this Lease Agreement to any mortgage given by Landlord hereunder, whether to secure construction or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Lease Agreement, its due execution, the lease provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
45. RULES AND REGULATIONS FOR COMMON AREAS (IF ANY): The common area facilities, if any such as swimming pool, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations. The Tenant agrees to observe faithfully all rules and regulations.
46. JOINT RESPONSIBILITY:
- A. If this Lease Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.
  - B. When returning the Security Deposit to roommates or unmarried couples, the Broker will not make separate payments, but instead make one payment jointly of the Security Deposit return (less applicable deductions). The Security Deposit will be considered settled upon delivery or mailing to any one of the roommates or a member of an unmarried couple.
47. CAPTIONS & PARAGRAPH HEADINGS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.
48. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

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

50.ADDITIONAL TERMS:

SAMPLE

SAMPLE

51. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing.

52.NO SALES, INSPECTIONS, CLOSING, OR JOB OFFER CONTINGENCIES: This Lease is not contingent on the sale, inspection for the sale or closing of the sale of a property owned by the Tenant. This Lease is not contingent on the offer and/or acceptance of a new job by the Tenant.

53.GOVERNING LAW AND SEVERABILITY: This Lease Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006) and all amendments thereto ("Act"). If any portion of this Lease Agreement conflicts with the Act, the Act governs. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

NOTICE: This is an important LEGAL document.

- Birmingham Home Leasing does not provide legal services. The Broker and no salespersons or employees of Birmingham Home Leasing are licensed to practice law and therefore cannot provide legal advice.
- The (Potential) Tenant should retain independent legal representation if he/she does not understand the legal implications of this Lease Agreement or any part of this Lease Agreement.
- If the Broker or Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
*Last Revised 11/29/2018*