

Birmingham Home Leasing
4000 Eagle Point Corporate Dr
Suite 240
Birmingham, AL 35242

Lease Only Listing Agreement

1. This agreement is made by and between Birmingham Home Leasing, hereinafter referred to as Broker and _____, hereinafter referred to as Owner, to secure the services of the Broker for the leasing of real property known as: _____, hereinafter referred to as the premises, for a period beginning on _____, 2022 and ending on _____, 2022.

Owner's Contact Information to be provided to Tenant in the Lease:

Owner's mailing address: _____

Owner's phone number: _____ Owner's email: _____

2. HOAs MAY RESTRICT OR PROHIBIT LEASING THE PREMISES: This is an extremely important subject and the Broker requests that the Owner read the following carefully. In recent years, some HOAs are making new rules and restrictions related to Property Owners leasing their property.

The Lease will contain a clause stating that you acknowledge that you have a responsibility to check with your HOA or similar governing body and/or your County Probate Office to see if any restrictions or prohibitions apply to leasing the premises. Below, you will see that the Broker requires you to indemnify him if a legal problem develops about this issue.

HOAs and similar governing bodies are known to be difficult to communicate with. Sometimes a HOA will not reply to a request for information and it is not uncommon for them to provide delayed replies. The Broker's position is that the Owner of the premises is responsible for obtaining this information and giving it to the Broker. It is a mistake for an Owner to assume this is the Broker's responsibility and the Broker assumes no responsibility for this subject. If you already have knowledge that your HOA is restricting or prohibiting leasing the premises in any way, the Broker informs you that you have a responsibility to disclose this to him before signing this agreement. If you don't have certain information about this subject, it is your sole responsibility to contact your HOA or similar governing body to request that information.

The Owner agrees to check with their HOA or any similar governing body for any rules or restrictions related to leasing and to inform the Broker before signing this agreement. If a problem develops with the HOA after a Lease Application is approved or a Lease is executed, then the Owner agrees to indemnify, hold harmless, and defend Broker, its directors, officers, shareholders, attorneys, employees, agents, insurers, successors, and assigns, from any and all losses, claims, expenses, liabilities, or lawsuits (including reasonable attorney's fees) arising out of or related to any claim or proceeding whatsoever which may be asserted by Tenant, HOA, or similar governing entity, against Broker arising out of or related to the Broker's performance or attempted performance to lease this property.

Does your neighborhood have a HOA or similar governing body? _____

If yes, please provide the name of the HOA and their email address:

3. OWNER CONSENTS TO A BACKGROUND INVESTIGATION: The Owner gives the Broker permission to conduct a Background Investigation for the purpose of, including but not limited to: confirming the Owner's identity and current ownership of the premises, etc. Upon request, the Owner agrees to provide Government issued identification and relevant documents to the Broker.

4.  FAIR HOUSING: It is illegal to discriminate in the sale or lease of real property based on race, color, religion, sex, handicap, national origin or familial status.

5. 12 MONTH TERM LEASE PRICE:
_____ 12 month non-renewing, fixed term @ \$_____ per month.

6. BROKER AUTHORIZED TO OFFER 6 MONTH OPTION:

The Owner authorizes the Broker to also offer a 6 month fixed term Lease at \$_____ per month that automatically converts to a month to month agreement after the initial 6 month fixed term. During the month to month conversion period, either party will have the right to terminate the Lease with a 30 day written notice. The month to month conversion period shall not exceed an additional 6 months.

Yes, I authorize this option.

No, I do not wish to authorize this option.

7. PET POLICY: Generally speaking, the decision to accept pets and what kind of pets is the prerogative of the Owner, however, the Broker reserves the right to limit their exposure to liability related to leasing to Tenants with dangerous breed dogs. The Broker will not execute a Lease with a Tenant who has a dangerous breed dog, unless required by law. Dangerous breeds include but are not limited to: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies.

The Owner prescribes their advertised pet policy below:

No pets. *This policy is not recommended since most Tenants have some kind of pet.*

The Owner will not allow cats, but will consider allowing one dog up to 25 lbs. on a case by case basis, that is not a dangerous breed. Pet Fee and/or Additional Pet Rent to be determined. *This is our recommended policy.*

Other: _____

8. TENANT PLACEMENT OR LEASING FEE DUE AT LEASE EXECUTION: The Brokerage Fee for leasing the property or placing the Tenant is due at Lease Execution and the fee is deducted from the initial funds presented by the Tenant.

9. SELECT A TENANT SELF-SHOWING OPTION: All options include advertising on Zillow, Trulia, Hotpads, etc., Tenant Screening and Lease preparation.

50% of the first month's rent Tenant Placement Fee. Most rental properties today are viewed by Rental Customers accessing the property via a lockbox hanging on the front door that delivers the key to them after they input a code that they were given when they registered with the showing service. Rently is, by far, the largest self-showing service provider for the rental industry at this time. Rently lockboxes are manufactured in China and the Broker has been advised by Rently to expect interruptions in the supply chain. For this reason, the Owner authorizes the Broker to use his discretion to install alternate keyless access deadbolts when

necessary. As a general rule, keyless access deadbolts will be used for properties that rent for \$2,500 per month or more.

_____ 100% of the first month's rent for Tenant Placement Plus Enhanced Marketing. For an additional 50% of the first month's rent, the Broker will provide self-showing service plus take additional marketing photographs sufficient to provide Zillow virtual tours. According to Zillow, listings with a virtual tour get 45% more views than listings without a virtual tour.

10. THE BROKER EXPLAINS RISK ASSOCIATED WITH SELF-SHOWING ACCESS: It has become common for rental companies to use self-showing access. As the technology developed to provide this service, it becomes clear that the convenience it provides to the Rental Customer is preferred and expected. However, there are risks associated with allowing self-showing access. The additional risk associated with using self-showing access technology includes, but is not limited to: eviction, vandalism, theft, property damage, etc. The Broker does not make any warranty, representation, or guarantee to the Owner that there will be no loss or damage related to the Rental Customer self-showing process. The Broker requires indemnification from the Owner for additional risk associated with granting Rental Customers self-showing access.

The Owner understands and assumes all risks inherent in allowing a self-showing of the property. The Owner agrees to hold harmless and indemnify the Broker and the Broker's employees, agents and representatives from all loss, expense, damage, claim suits and costs whatsoever (including, without limitation, attorney's fees and expenses) incurred during, related to, or arising out of providing Rental Customer self-showing service hereunder, whether such damages are for personal injury and/or property damage suffered by any person whomsoever on or about the premises or otherwise.

11. THE OWNER ASSIGNS THE AUTHORITY & RESPONSIBILITY TO THE BROKER TO SCREEN THE TENANT: The Owner assigns the authority and responsibility to the Broker to screen and verify that the Rental Customer (Prospective Tenant) meets the published criteria for Lease Application approval found at: <https://birminghamhomeleasing.com/published-minimum-requirements-for-lease-approval/>.

12. OWNER AUTHORIZES BROKER TO EXCLUSIVELY REPRESENT THE OWNER TO RENTAL CUSTOMERS/APPLICANTS: The Broker is authorized by Owner to deal with the Rental Customer/Applicant with regard to all aspects of the Property and the application process and negotiations. All communications to Owner are to go through Broker in this capacity, and Broker will relay the Rental Customer's/Applicant's communications and requests after which Broker will act upon Owner's responses. To prevent confusion and to preserve this line of communication, Rental Customer/Applicant will not have the option to communicate directly with Owner. In the event Broker's management agreement is terminated with Owner, Broker will provide contact information to the Rental Customer/Applicant for Owner, or Owner's newly appointed manager.

13. COPIES OF CREDIT REPORTS ARE NOT AVAILABLE TO THE OWNER TO REVIEW: The Broker's contract with the credit report vendor does not allow the Broker to share Applicant's credit reports with anyone, including the Owner and the Applicant. The Broker is required by Law to secure the personal information collected from Lease Applications. Since the Broker cannot assure the Applicant that the Owner would effectively secure the Applicant's personal information, the Broker will not comply with a request from the Owner to transfer copies of the Applicant's credit reports, tax documents, pay stubs, bank statements, etc.

14. OWNER WAIVES RIGHTS TO CONSIDER ADDITIONAL OFFERS AFTER APPROVING APPLICATION:

The Owner waives their rights to receive and consider additional offers after approving a Lease Application. The Owner agrees that during the time in between approving the Application and signing the Lease, the property status shall be indicated as "Pending". If for any reason the Lease does not execute as planned, then the property will be immediately put back on the market.

15. OWNER AGREES TO MAINTAIN UTILITIES IN THEIR NAME FOR 5 DAYS AFTER PROPERTY IS

LEASED: The Owner agrees to maintain all utility services in their name during the showing period and for at least 5 business days after the new Tenant takes occupancy. The Broker will not prepare a Lease for signature on a property if all utility services are not active.

16. PROPERTY CONDITION DISCLOSURE: The Broker requires the Owner to disclose any conditions that could affect the health or safety of the Tenant. The types of conditions that should be disclosed include but are not limited to: Flooding, Radon, Toxic Mold, Bed Bugs, Fleas, etc. If you have no actual knowledge of conditions that require disclosure, please proceed to acknowledge below. If you are aware of conditions that could affect the health or safety of the Tenant, discontinue filling out this Listing Agreement and contact the Broker.

____ I am not aware of any dangerous conditions in the property that would affect the health or safety of the Tenant.

____ The Owner acknowledges that the Broker and the Broker's Licensees do not have the responsibility to discover latent defects in the property or to advise on matters outside the scope of their licenses.

17. DISCLOSURE FOR OLDER PROPERTIES: Properties built on or before 1981 will contain a general disclosure about the possibility of materials containing asbestos being commonly used in construction until that time. This disclosure is not a requirement of Law the same as a Lead Based Paint Disclosure required for properties being leased or sold that were built before 1978, the Asbestos Disclosure is a requirement of the Broker. The Broker informs the Owner that they have an Affirmative Duty to disclose whether or not they have "actual knowledge" of materials containing asbestos in the premises or if they have knowledge of an inspection for asbestos has been conducted for the premises.

____ I am not aware of the presence of any materials containing asbestos in the premises. In addition, I am not aware of any asbestos inspection that has been previously conducted by me or another party for the premises.

____ I am aware of the presence of materials containing asbestos in the premises and/or I am aware of an asbestos inspection that has been previously conducted for the premises. Please contact me so that I can make a complete disclosure.

18. CONDITIONS THAT COULD POTENTIALLY INTERRUPT THE TENANCY: The Owner affirms that they are not aware of any conditions that could interrupt a Tenancy, including but not limited to:

- a. An order from a governmental authority to repair or to demolish,
- b. The need for Chinese drywall testing or remediation,
- c. The need for a roof or foundation repair or replacement, etc.

19. DEBTS & ACCOUNTS RELATED TO THE PREMISES: The OWNER declares that all debts and accounts related to the premises are current, including but not limited to: Mortgage(s), Property Taxes, Fire Dues, HOA Dues, Termite Bond, and Property Insurance.

20. THE BROKER DOES NOT PROVIDE LEGAL SERVICES: The Broker does not provide legal services. If necessary, the Owner agrees to hire an attorney for any legal actions that need to be taken against the Tenant. The Broker is responsible for producing a "Valid" Lease. A "Valid" Lease is defined as Lease which is legally enforceable in a Court of Law. The Broker is not a party to the Lease and therefore is not responsible for Lease enforcement. If the Tenant fails to perform on their promises agreed to in the Lease, the Owner, not the Broker will be responsible for hiring an Attorney and taking legal action. This includes, but is not limited to, the following situations:

- a. Filing for Unlawful Detainer and/or Evictions
- b. Property damage caused by negligence or direct action of the Tenant
- c. Tenant leaving before the end of the Lease and/or abandoning the premises
- d. Tenant causing bed bug or flea infestation

21. THE BROKER REQUIRES THAT THE OWNER REPLY TO ALL ATTEMPTS TO COMMUNICATE PROMPTLY: This Listing Agreement gives the Broker "limited Power of Attorney" to represent the Owner. For that reason, during the rental showing and application process, the Broker will have to correspond with the Owner frequently in order to proceed through the process. The Broker cannot practically or effectively represent the Owner without prompt communication. The Broker reserves the right to cancel the Listing Agreement at any time with written notice if he deems that the Owner is not responding promptly to all attempts to communicate. During the rental showing process, the Broker requires that all attempts to communicate be replied to within 24 hours. The Broker requires a reply from the Owner on Lease Applications within 48 hours.

22. DISCLOSURE ABOUT OWNER'S LIMITED RIGHTS RELATED TO TENANTS WITH "ASSISTANCE ANIMALS": The Owner, not the Broker, is solely responsible for determining whether or not they will accept Tenants with pets. If the Owner decides to accept pets, they also reserve the right to limit the types and breeds of pets they will allow. Assistance Animals are defined by HUD to include (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. The Broker advises the Owner that when a Prospective Tenant declares they have an Assistance Animal and requests "reasonable accommodation", then the Owner has very limited rights in refusing the request. In addition, the Prospective Tenant cannot be charged a Pet Deposit, Pet Fee, or Pet Rent since Assistance Animals are not considered "pets" under the current law. If you have questions or concerns about your limited rights leasing property to Tenants with Assistance Animals, please consult with an Attorney.

23. DISCLOSURE OF POTENTIAL RISKS INVOLVING AN APPLICANT WHO IS IN THE PROCESS OF GETTING A DIVORCE: The potential risk involved in this situation is that there's no way to predict how the Court will distribute the marital estate's assets and liabilities. This could impact the Applicant's ability to qualify individually after the divorce is adjudicated. The Broker has been advised by Legal Counsel that making a

policy against considering Lease Applications from individuals who are divorcing could be viewed as punitive and challenged by legal action. Therefore, it is the Broker's policy to process Applications for individuals who are getting a divorce with the requirement that both spouses cooperate by presenting a Joint Application and also requiring the non-occupying spouse to sign a Cosigner Agreement.

24. OWNER GRANTS PERMISSION FOR BROKER TO DISCLOSE MULTIPLE OFFERS: The Owner grants the Broker permission to disclose any Pending Applications or Offers to the Applicant and/or Cooperating Agents.

25. DISCLOSURE – INSURANCE:

- The Owner is solely responsible for obtaining and maintaining their Termite Bond.
- The Owner is responsible for contacting their Homeowner's Insurance Agent to advise them they are accepting a Tenant.
- Renter's Insurance - By default, the Lease will contain a clause requiring the Tenant to purchase Renter's Insurance for their personal property. The Broker will require the Tenant to show the Owner as having an Additional Interest. The purpose of doing this is to have the insurance carrier notify the Owner of any changes to the policy. The Owner assumes all responsibility to monitor whether or not the Tenant's Renter's Insurance policy is maintained. The Broker informs the Owner that he will not be instructing the Tenant to also show the Owner as being "Additional Insured". The Broker recommends that the Owner discuss this detail with their insurance professional or their attorney.

26. INVESTMENT DISCLAIMER: If you purchase property as a Rental Investment, you do so at your own risk. No one knows if property values will increase, decrease or remain the same and the Broker makes no implied or expressed warranties about this issue.

27. FOR RENT SIGNS ARE NOT PROVIDED: For Rent signs are not indicated as a provided service in this agreement because the Broker feels that they are obsolete and counterproductive. Upon request, the Broker will consider providing For Rent signs on a case by case basis. The Broker will not place a For Rent sign in the following situations:

- a. Neighborhoods where the HOA requires special and expensive signage
- b. New or developing neighborhoods

28. BROKER CANNOT PROVIDE UNINTERRUPTED OCCUPANCY IN BETWEEN TENANTS: Rental Customers are required to approve the condition of the premises after they are vacant and cleaned before they are allowed to sign a Lease. For that reason, the Broker cannot provide uninterrupted occupancy in between Tenants.

29. ASSIGNMENT OF LAWN CARE & LANDSCAPING RESPONSIBILITIES: The Broker recommends that the Owner only assign to the Tenant the responsibility to mow the lawn or hire a vendor to mow the lawn. In the

Broker's experience, this is the only thing that the Broker has found that Tenants are willing to do. The Broker recommends that the Owner assign all of the other responsibilities in the chart below to themselves. The Broker also recommends that the Owner check with an Attorney before making any deductions from the Tenant's Security Deposit for any lawn care and/or landscaping issue.

Assigned Responsibility of Services to be performed as needed:	Tenant is Responsible for doing the work personally or hiring a Vendor to do the work:	Landlord is Responsible for hiring & managing a Vendor to do the work:
Maintaining a mowed lawn		
Maintaining a fertilized lawn & lawn treated for weeds		
Maintaining an edged lawn		
Removal of leaves, pine straw, & debris from the lawn		
Treating the lawn & landscaping for fire ants		
Trimming the shrubs & weeding the flowerbeds		
Replenishing flower beds with mulch, pine straw, etc.		
Tree maintenance	N/A	
Gutter cleaning	N/A	

30. IN-GROUND SPRINKLER SYSTEM: If the premises has an in-ground sprinkler system, the Lease will require the Tenant to use enough water to prevent the lawn from turning brown and dying in a drought. For that reason, the Broker requires the Owner to maintain the sprinkler system in good working order. The Tenant will be responsible for reporting the need for service and repairs of the sprinkler system to the Owner.

31. OWNER AGREES TO ALLOW FOR "NORMAL WEAR & TEAR": The Owner acknowledges and agrees that the Tenant has the legal right to return the premises to them in the condition that they received it, "with normal wear and tear".

32. EXPLAINING THE CONCEPT OF NORMAL WEAR & TEAR: (The following is not set forth as legal advice, but is provided by the Broker as general information. Please consult with an Attorney for legal advice.) Alabama Code Section 35-9A-201 gives the Landlord the right to make deductions from the Tenant's Security Deposit for "damages". The code doesn't define damages and there is a general understanding in Lease Law that the Landlord must allow for what is usually referred to as "normal wear and tear". Each legal jurisdiction may have its own definition of normal wear and tear and damages. Online sources defining normal wear and tear versus damage do not all exactly agree. The Lease to be signed by the Landlord and Tenant will include approximate definitions of normal wear and tear for hardwood floors, carpets, interior walls, but if a Court Trial develops, the legal jurisdiction's definition will govern.

- a. Normal Wear & Tear for Hardwood Floors - The Lease between the Landlord and Tenant will approximately define normal wear and tear for hardwood floors as "Worn and scuff marks in the finish in high traffic areas".
- b. Normal Wear & Tear for Carpets - The Lease between the Landlord and Tenant will approximately define normal wear and tear for carpets as "Worn areas on carpet in high traffic areas, indentations caused by furniture, and permanent stains (non-pet)".
- c. Normal Wear & Tear for Interior Walls - The Lease between the Landlord and Tenant will approximately define normal wear and tear for interior walls as "If the walls become slightly dirty and/or scuffed and faded in certain areas, fading, peeling, or cracked paint, slightly torn or faded wallpaper, crayon marks, small nail holes in interior walls caused from hanging pictures". The Broker will deduct from the Tenant's Security Deposit to repair damage caused by installing/removing TV mounts, drywall anchor bolts and large nails or screws ¼ inch in diameter or greater. The Broker will not deduct anything from the Tenant's Security Deposit to repair normal wear and tear. The Landlord will be responsible for paying to have the walls repainted to recover from the effects of allowed normal wear and tear to the interior walls.

33. APPLIANCES THAT REQUIRE GAS SERVICE: Do you have any gas appliances, including but not limited to, oven, cook top, furnace, fireplace, dryer, etc.? _____

34. GOVERNING LAW: This agreement shall be governed by, interpreted under and enforced in accord with the law of the State of Alabama.

35. 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.

36. CAPTIONS: Any heading preceding the text of any paragraph hereof are inserted solely for convenience of reference and shall not constitute a part of this management agreement, nor shall they affect its meaning, construction or effect.

37. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. This agreement can only be amended through a written agreement signed by both parties.

38. SEVERABILITY: 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.

