



LEASE

Alabama Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, by and between _____, (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Jefferson County, Alabama, such real property having a street address of **1701 Avenue V Birmingham, AL 35218** (hereinafter referred to as the "**Premises**").

WHEREAS, Landlord desires to lease a room to Tenant upon the terms and conditions as contained herein; and WHEREAS, Tenant desires to a room from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described room together with any and all appurtenances thereto, for a term of _____ week-to-week, such term beginning on _____ and ending at 11:59 PM
2. on _____.

- 3. RENT.** The total rent for the term hereof is the sum of \$_____ per week as agreed upon between the Tenant and the Landlord.
- 4. USE OF PREMISES.** The Room shall be used and occupied by Tenant only and no more than two (2) CHILDREN, exclusively. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind. Tenant shall not allow any other person, immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasigovernmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. (No more than two children will be accepted as a condition of occupancy. Children ages 16 and up must have their own room.)
- 5. CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the room, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 6. ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
- 7. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements to the room without the prior written consent of Landlord. Any

and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the room to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES. Utility services and internet are all included in the weekly rental fee.

11. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition

Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;

- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window;
- (g) Keep all lavatories, sinks, toilets, tubs/showers clean and appropriate for the next person.
- (h) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and no food should be left overnight in the room unless refrigerated;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continues according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the

Premises for the purpose of inspecting the room and all buildings and improvements thereon. And, for the purposes of making any repairs, additions or alterations deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the room in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17. ANIMALS. Tenant shall not be entitled to keep any animals in their room or on the premises without prior approval from the Landlord. There shall be an additional fee of \$100 Pet Deposit.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. CONDITIONS OF NEIGHBORHOOD. Landlord hereby advises Tenant to satisfy all of Tenant's requirements regarding the area and neighborhood conditions, including but not limited to schools, location and sufficiency of law enforcement, crime rate, proximity of registered offenders or felons, fire service and protection, and other governmental services; availability, sufficiency and cost of any wired or wireless internet connections, or any other telecommunications or technology services; proximity to industrial, commercial, or agricultural activities; existing and proposed construction, development, and transportation that may affect noise, traffic, or view; airport noise, or noise or odor from any source; domestic and wild animals; other nuisances, circumstances, or hazards; cemeteries; condition of any facilities or common areas; conditions and influences of significance to certain cultures and/or religions; and personal needs, preferences, and requirements of Tenant.

20. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within THREE (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____. After the tenth (5th) day, a late charge of _____ will be imposed on tenant. On the SIXTH (6th) day, tenant will receive an eviction notice.

22. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. RIGHTS AND REMEDIES. The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

24. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

26. 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.

27. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: _____ **Signature**

Tenant: _____ **Signature**

As to Landlord this _____ day of _____.

LANDLORD:

Sign: _____

Print Name: _____ Date: _____

As to Tenant, this _____ day of _____.

Year

TENANT:

Sign: _____

Print Name: _____ Date: _____

Legal/Proper Identification _____ **YES** _____ **NO**

BACKGROUND CHECK/REFERENCES:

Name: _____ Contact Number: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____

Phone: _____ How Long Have You Known Applicant? _____