

RESIDENTIAL LEASE

THIS **RESIDENTIAL LEASE** (this "**Lease**") is made and entered into as of this 1st day of September, 2005 by and between _____, an individual ("**Landlord**"), and _____, a _____ (hereinafter called "**Tenant**").

RECITALS

A. Landlord is the owner of a single-family residence which measures approximately _____ square feet and contains _____ bedrooms, _____ bathrooms and is fully furnished (the "**Residence**") located at _____ Drive, City of Mobile, County of _____, State of Alabama (said Residence, furniture, furniture, fixtures, equipment, appliance and other contents therein hereinafter collectively known as the "**Premises**").

B. Landlord wishes to lease to Tenant, and Tenant wishes to hire from Landlord, the Premises upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. **Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby hires the Premises from Landlord, for the term, at the rental, and upon the conditions set forth herein.

2. **Term.** The term of this Lease shall be for the month of September, 2005, commencing at 12:01 a.m. on September 1, 2005 (the "**Commencement Date**") [**CONFIRM COMMENCEMENT DATE AND WHETHER TENANT IS NOW IN POSSESSION OF THE PREMISES**] and ending at midnight on September 30, 2005, and thereafter shall become a week-to-week tenancy (commencing at 12:01 a.m. on Saturday, October 1 through midnight on Friday, October 7, 2005, and each weekly period thereafter), unless Tenant gives Landlord at least _____ (____) days' prior written notice (the "**Termination Notice**") of its intention to terminate this Lease. [**CONFIRM WHETHER THE RIGHT TO TERMINATE THIS LEASE SHOULD BE SOLELY TENANT'S, OR MUTUALLY BY EITHER LANDLORD OR TENANT**]. If Tenant provides the Termination Notice to Landlord, this Lease shall terminate on the later of (a) the date of termination specified in the Termination Notice or (b) _____ days after Tenant's delivery of the Termination Notice to Landlord.

3. **Rent.**

(a) Tenant agrees to pay Landlord as rental for the Premises for the month of September, 2005 the sum of Two Thousand Dollars (\$2,000.00), without offset or deduction, payable prior to Tenant's occupancy of the Premises. [**CONFIRM WHETHER TENANT HAS PAID SEPTEMBER RENT**]

(b) Tenant agrees to pay Landlord as rental for the Premises, for each weekly period that Tenant occupies the Premises from and after October 1, 2005, the sum of Five Hundred Dollars (\$500.00), without offset or deduction, payable in advance on or prior to Saturday of each weekly period during the term of this Lease.

(c) Rent shall be paid to Landlord at the address set forth in Paragraph 16 below, or to such other address as Landlord may from time to time designate in writing to Tenant.

[CONFIRM WHETHER ANY SECURITY DEPOSIT TO BE PAID]

4. **Use of Premises.** The Premises shall be used solely for residential purposes and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises nor bring nor keep anything therein which will in any way cause a cancellation of any insurance policy covering the Premises or any part thereof, or any of its contents. Tenant shall not commit or suffer to be committed any nuisance or waste in or upon the Premises. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with or violate any law, statute, ordinance or governmental rule, regulation or policy now in force or which may hereafter be promulgated.

5. **Condition of Premises.** Tenant has examined the Premises, is satisfied with the physical condition thereof, and Tenant's taking possession is conclusive evidence of receipt of the Premises in good order and repair, and Tenant agrees that no representation as to condition or repair has been made except as is contained in this Lease. Tenant agrees that no promise to decorate, alter, or improve the Premises has been made by Landlord. **[CONFIRM FOREGOING STATEMENT OF CONDITION AND THAT LANDLORD HAS NOT AGREED TO MAKE ANY REPAIRS OR IMPROVEMENTS.]**

6. **Surrender of Premises.** Tenant agrees to surrender the Premises and its contents to Landlord upon the termination of this Lease in the condition in which the Premises existed on the Commencement Date, ordinary wear and tear and damage by fire or other casualty excepted.

7. **Utilities, Services and Taxes.** Landlord **[CONFIRM]** agrees to pay or cause to be paid the following prior to delinquency: (a) charges for telephone, electricity, natural gas, water, sewer, and other utilities rendered or supplied upon or in connection with the Premises; (b) all sewer service charges, garbage collection fees, occupancy taxes and any and all other municipal license fee or charges which may be imposed by the City, County or municipality, or State as may hereafter affect the Premises; and (c) all property taxes and assessments together with any association or community maintenance assessments relating to the Premises. In the event Landlord fails to pay such charges, fees, or taxes as provided herein, Tenant may, at its option, pay such charges, fees, or taxes and any such items so paid by Tenant shall bear interest from date of payment by Tenant to the day of repayment by Landlord at 10% per annum (or the maximum amount of interest permitted by law, if applicable), and shall be payable within five (5) days after Tenant's demand. If such amounts remain unpaid after the expiration of said five (5) day period, Tenant may offset the amount, plus interest thereon, against rent due under this Lease.

8. **Maintenance and Repair.** Landlord [CONFIRM] shall be responsible for the maintenance and repair of the Premises, including all fixtures, equipment, appliances and plumbing, heating, air conditioning and electrical systems. In the event repairs to the Premises are necessary, Tenant shall immediately notify Landlord at the address set forth in Paragraph 16 below, or by telephone at _____. Tenant shall obtain Landlord's written consent before arranging for repairs. Landlord shall not be liable for any loss, injury, damage, inconvenience or otherwise which may arise or result from the interruption of any utility by fire, accident, strike, riot, act of God, the making of necessary repairs or improvements, or any other cause beyond the Landlord's control.

9. **Damage or Destruction.** Landlord shall not be required to repair or replace any property installed or maintained by Tenant in or about the Premises, which property is injured or damaged by fire, weather condition or other natural cause or by the act or negligence of Tenant or any other person. Tenant hereby releases Landlord from any responsibility for damage to or loss of Tenant's personal property, furnishings, or household goods, except if occurring through the willful malfeasance of negligence of Landlord.

10. **Access.** Landlord shall have the right to enter into and upon the Premises at all reasonable times with prior notice to Tenant [CONFIRM THAT THIS IS NOT OBJECTIONABLE], except that notice shall not be required in the case of an emergency [or for the purpose of inspecting, cleaning, repairing, altering or improving the Premises or the improvements located thereon].

11. **Alterations and Improvements.** Tenant shall not make any improvements, alterations or structural changes in or about the Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld or denied. All improvements, alterations or structural changes which may be made in and about the Premises shall become the property of the Landlord, if accepted, and shall remain upon, and be surrendered with, the Premises and as a part thereof upon the termination of this Lease, except as may be otherwise agreed in writing.

12. **Insurance.** Tenant shall be responsible, and liable, for any injury or damage to the Premises caused or permitted by Tenant, or Tenant's invitees, or any occupant of, or other person whom Tenant permits to be in or about, the Premises. Throughout the term of this Lease, Tenant shall keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises. Prior to occupying the Premises, Tenant shall provide Landlord with evidence of such insurance. [CONFIRM FOREGOING COVERAGE WITH TENANT'S INSURER, AND CONFIRM WHAT INSURANCE LANDLORD SHOULD BE REQUIRED TO CARRY.]

13. **Assignment and Subletting.** Tenant shall have no right to transfer, assign, mortgage or otherwise encumber the Premises or to sublet the Premises or any interest therein. [CONFIRM WHETHER SUBLEASING IS PERMITTED, OR THERE WILL BE OCCUPANCY BY OCCUPANTS OTHER THAN TENANT AND ITS EMPLOYEES.]

14. **Reinstatement.** If this Lease is terminated by Landlord for any reason, including non-payment of rent, and Tenant pays the rent, attorney's fee and other charges then due and payable hereunder and thus makes itself current and/or remains or continues to be in possession

of the Premises or any part thereof (with Landlord's consent), this Lease will be considered reinstated, and will continue in effect as though it had not been terminated.

15. **Brokerage Commissions.** Each party hereby represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with this Lease, excepting only _____, whose respective commission shall be paid by _____, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Each party agrees to protect, defend, indemnify and hold the other harmless from and against any and all claims inconsistent with the foregoing representations and warranties for any brokerage, finder's or similar fee or commission in connection with this Lease, if such claims are based on or relate to any act of the indemnifying party which is contrary to the foregoing representations and warranties.

16. **Notices.** All notices, demands, requests, or consents given hereunder by either party to the other, shall be made in writing and shall be deemed sufficiently given and served upon the other party (a) if delivered in person, then when actually delivered and received (or when delivery is refused), (b) if sent by first-class mail, certified, return receipt requested, postage prepaid, then three (3) business days after being mailed, and (c) if sent by nationally recognized overnight courier service, receipt requested, then the next business day after being sent. The addresses of the parties for the purpose of sending such notices and communications shall be as follows:

Landlord: _____

Tenant: _____

With a copy to: _____

Such address (or other or additional addresses) may be changed by notice to the other party given in the same manner provided above (such other or additional addresses begin effective from and after the date of the giving of such notice as provided herein) as either party may have furnished to the other as a place for the service of notice.

17. **Waiver.** Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

18. **Attorneys' Fees.** If an action shall be instituted to enforce this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees as fixed by the court.

19. **General.**

(a) This Lease contains all of the terms, covenants, and conditions agreed to by Landlord and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both the parties to this Lease or their respective successors in interest.

(b) If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and in no way shall be affected, impaired, or invalidated thereby.

(c) The covenants and conditions hereof, subject to the provisions as to subletting and assignment, shall apply to and bind the heirs, successors, executors, administrators, and permitted subtenants and assigns of the parties.

(d) This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

20. **[Smoke Detectors.** Tenant acknowledges and certifies that: Landlord has installed smoke detector(s) in the Premises and determined it to be operational; and that Tenant has checked and verifies that the smoke detector(s) in the Premises is operational; and that maintenance required during the term of this Lease to maintain (including batteries) the smoke detector(s) in proper working condition is the sole responsibility of Tenant (see attached addendum).] **[WE ARE CONFIRMING WHETHER THIS PROVISION IS REQUIRED; IT WAS INCLUDED IN A BIRMINGHAM, ALABAMA BOARD OF REALTY APPROVED FORM OF RESIDENTIAL LEASE.]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

_____, an individual

TENANT:

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SMOKE DETECTOR LEASE ADDENDUM

**** DELETE IF DETERMINED THAT THIS IS NOT REQUIRED**

IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE STATE, THIS ADDENDUM IS PREPARED TO GIVE YOU, THE HOUSEHOLDER (OCCUPANT), INSTRUCTIONS AS TO THE CARE OF A SMOKE DETECTOR AND ADDITIONAL SAFETY INFORMATION. YOU ARE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE DETECTOR IN YOUR UNIT AND FOR REPLACING BATTERIES AND MAINTAINING POWER TO THE DETECTOR. YOU ARE ALSO RESPONSIBLE FOR ANY DAMAGE DONE TO THE DETECTOR. IF THE DETECTOR IS DEFECTIVE, YOU SHOULD NOTIFY LANDLORD OF SUCH DEFECT IN WRITING.

BATTERY OPERATED DETECTOR

IF YOUR SMOKE DETECTOR IS **BATTERY OPERATED** please follow the instructions below:

1. The alarm horn and the indicator light on your detector let you know whether your detector is working right.
2. When the indicator light, which you can see through the clear push button of the test switch, flashes once a minute, the detector is operating normally. Some models have a white push button and do not flash.
3. When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.
4. If the alarm horn beeps once a minute, the detector's battery is weak and needs to be replaced immediately.
5. To keep your detector in good working order, you must:
 - a. Test the detector regularly (weekly is recommended) by pressing the test switch for up to 10 seconds until the alarm sounds.
 - b. Replace the battery once a year or immediately when the Low Battery "beep" signal sounds once per minute.
 - c. Vacuum the dust off the detector sensing chamber at least once a year. This can be done when you open the detector to replace the battery. Remove the battery before cleaning. Use a soft brush attachment and carefully remove any dust on

the detector components, especially on the openings of the sensing chamber. Replace the battery after cleaning.

- d. Clean the detector's cover when it becomes dirty. First open the cover and remove the battery. Then hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water, and dry it with a lint-free cloth. Be careful not to get any water on the detector components. Replace battery and close the cover.
- e. Test the detector after closing the cover whenever you have opened it to replace the battery or clean it.

NOTE: If the detector does not work properly, make sure the battery is fresh and is connected correctly and that the sensing chamber is clear. **IF THERE IS STILL A PROBLEM, NOTIFY LANDLORD IN WRITING IMMEDIATELY.**

ELECTRIC DETECTOR

IF YOUR SMOKE DETECTOR IS **POWER OPERATED** please follow the instructions below:

1. The alarm horn and the indicator light on your detector let you know whether your detector is working right.
2. When the indicator light, which you can see through the clear push button of the test switch, glows continuously, the detector is receiving power and operating normally.
3. When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.
4. To keep your detector in good working order, you must:
 - a. Test the detector regularly (weekly is recommended) by pressing on the test switch for up to 10 seconds until the alarm sounds.
 - b. **DISCONNECT THE POWER BEFORE FOLLOWING THE CLEANING INSTRUCTIONS BELOW.**
 - (1) Vacuum the dust off the openings in the detector cover with a soft brush attachment at least once a year.
 - (2) Clean the detector's cover when it becomes dirty. Hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth

dampened with clear water, and dry it with a lint-free cloth. Be careful not to get any water inside the cover on the detector components.

- (3) Test the detector after restoring power whenever you have turned off the power to clean it.

NOTE: If the detector does not work properly, make sure the power is on and that the inside of the detector and the openings to the sensing chamber are clear. **IF THERE IS STILL A PROBLEM, NOTIFY LANDLORD IN WRITING IMMEDIATELY.**

LANDLORD:

_____, an individual

Address:

TENANT:

_____,
a _____

By: _____

Name: _____

Title: _____

Address:

ADDENDUM TO RESIDENTIAL LEASE

FEDERAL LEAD-BASED PAINT DISCLOSURE

[CONFIRM IF THE RESIDENCE IS A PRE-1978 STRUCTURE; IF NOT, DELETE THIS ADDENDUM.]**

This is an Addendum to Residential Lease between _____, an individual (“**Landlord**”), and _____, a _____ (“**Tenant**”) signed as of September 1, 2005 pertaining to the lease of property at _____, Mobile, Alabama.

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint, paint chips, and dust, which can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

LANDLORD'S INITIAL DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing.

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S INITIAL ACKNOWLEDGMENT

(c) Tenant has received copies of all information listed under (b) above.

(d) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

REAL ESTATE LICENSEE'S INITIAL ACKNOWLEDGMENT

(e) Real estate licensee has informed the landlord of the landlord's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992, and is aware of licensee's responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Dated this _____ day of _____, 2005.

LANDLORD:

_____, an individual

TENANT:

_____, a _____
By: _____
Name: _____
Title: _____

REALTOR:
