

**ALL UNITS ARE
NON-SMOKING
MIN. FINE \$250**

**ABSOLUTELY
NO PETS
MIN. \$250 FINE
PER
VIOLATION**

RESIDENTIAL LEASE AGREEMENT
(Pending Approval of Application)

State of Alabama
Lee County

LANDLORD:

**Folmar Realty, dba
FIRST REALTY
Property Management
428 East Magnolia Avenue
Auburn, Alabama 36830
334-887-3425
info@auburnrentals.com**

TENANT:

PREMISES: _____

Lease Date: _____, 20 ____	Lease BEGINS _____ Lease ENDS _____ Total Rent \$ _____	PAYABLE IN ____ Installment of \$ _____ ____ Installments of \$ _____ Final Installment of \$ _____ Security deposit \$ _____
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1. NOTICE: This is a **JOINT AND SEVERAL** obligation and a **SINGLE PAYMENT ONLY** lease. If there is more than one Tenant, Landlord shall only accept the full amount of the monthly rent as a single payment, and shall not be required to accept partial payments from all Tenants. Default in payment of rent or any other provision of this Lease by any Tenant shall be deemed a default by all.

2. Rent, Added Rent

The rent payment for each month must be paid on the first day of that month at Landlord's address above. Landlord need not give Tenant notice to pay the rent. Rent is considered paid when received in Landlord's office, regardless of date postmarked if mailed. Rent must be paid in full and no amount subtracted from it. Tenant may be required to pay other charges such as fines, late fees, etc. to Landlord under the terms of this Lease, called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent. The whole amount of rent is due and payable at the beginning of the Lease Term. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments, and the entire rent for the remaining part of the Lease Term will then be due and payable. All prorated rents to be calculated on a 30-day month basis.

3. Late Fees/NSF Fees

Any portion of rent or added rent remaining unpaid on the 5th day of the month shall incur a **late fee of \$50.00**. Any portion of rent or added rent remaining unpaid on the 10th day of the month shall incur an **additional late fee of \$50.00**. Tenant shall pay a fine of \$30.00 for any check returned by Tenant's bank "unpaid" for any reason; in addition, Tenant shall pay the applicable late fees resulting from the "unpaid" check.

4. Occupancy/Use

The premises shall be occupied by the above-named Tenant(s) only, together with spouse and unmarried children of that party, if any. An occupant is defined for this lease as any person who stays in a unit three or more nights per week. Unauthorized occupancy constitutes a lease default; if the Landlord authorizes an unauthorized occupant, rent will increase on a pro-rata basis and will be applied retroactively to the beginning of the Lease Term. The premises shall be used as a private residence only. The Tenant agrees (a) to comply with all laws and ordinances of the municipality in which the premises is located affecting the use or occupation of the premises, and the streets, alleys and parking areas around the same; (b) that Tenant will, by no act or omission, render the Landlord liable for any violation of such municipal law or ordinance by Tenant; (c) that Tenant will permit no waste of the premises, but on the contrary, will take good care of same, and, upon termination of this Lease, will surrender possession of same without notice, in as good condition as at the commencement of the Lease Term, or as it may be put in during the Lease Term. Tenant shall not do anything that would increase Landlord's insurance premiums for the premises, and should Tenant do the same, Tenant shall be responsible for the payment of the increased insurance premiums as added rent.

5. Possession

The Tenant has the right to occupy the premises only for the term of the Lease as stipulated above. Landlord does not warrant that Tenant shall be offered the opportunity to extend or renew the Lease beyond its expiration date. **THE TENANT HEREBY AGREES TO VACATE THE PREMISES AND DELIVER ALL KEYS AND THE COMPLETED CHECK-OUT FORM TO THE OFFICE OF FOLMAR REALTY DBA FIRST REALTY NO LATER THAN 9:00 A.M. ON THE DATE THAT THE LEASE ENDS. FAILURE TO DO SO WILL RESULT IN A \$50.00 PER HOUR HOLDOVER CHARGE.** Every effort will be made to grant Tenant occupancy on the date specified in the Lease; however, Landlord shall not be liable in the event that the previous occupant fails or refuses to surrender and vacate the premises until Landlord has had a reasonable time to lawfully regain possession of said premises. Furthermore, if the premises is surrendered in a condition deemed unsatisfactory by Landlord, Tenant shall take possession, rent shall commence, and Landlord shall have a reasonable period of time in which to do the necessary cleaning and/or repairs. **Repainting shall be at the discretion of the Landlord.**

6. Assignment/Subletting/Roommate Changes

Tenant covenants not to assign or transfer this Lease, or sublet the premises, or any portion thereof, without the written consent of the Landlord. In the event that Landlord does agree to an assignment, transfer, sublet, or roommate change, Tenant shall pay to Landlord an administrative fee of the amount stated on the sublease form.

7. Security Deposits

All security deposits are to be held by the Landlord as security for the Tenant's faithful performance of the terms in this Lease. The Tenant hereby designates _____ to be mailed any security deposit or refund due or the bill for charges in excess of the security deposit. **The security deposit is a joint security deposit. Therefore, one statement and/or one refund check will be issued AND MADE PAYABLE to the above-named designee ONLY and mailed to an address to be provided to Landlord at move-out.** A refund of any amount of the security deposit to be returned to Tenant, along with a written accounting of any amounts of the security deposit withheld by Landlord, shall be mailed to Tenant in accordance with Alabama law. Further, it is understood and agreed that the security deposit is not advance payment of rent and is not to be deducted by Tenant from rental payments hereunder; **and the security deposit may be forfeited to Landlord for damages resulting from any breach of this Lease by Tenant.** Forfeiture of any or all of the security deposit shall not relieve or limit Tenant from fully complying with all obligation and liabilities described in this Lease. All tenants will be charged for carpets to be **professionally steam cleaned. A cleaning/check-out form, which details the steps Tenants are expected to take to restore the premises to its move-in condition and thus ensure maximum security deposit refund, shall be attached to this Lease and incorporated herein.** Tenant shall be liable for all costs, plus administrative expenses, incurred by Landlord in restoring the premises to move-in condition as delivered at the beginning of the Lease Term, along with any improvements or repairs made by Landlord during the duration of this Lease.

8. Tenant's Obligations

A. TENANT IS OBLIGATED TO REPORT MAINTENANCE ISSUES AS SOON AS THEY ARE NOTICED. FAILURE TO DO SO MAY RESULT IN TENANT BEING CHARGED FOR THE REPAIR OR FINED A MINIMUM OF \$25.00 FOR FAILURE TO REPORT. Tenant agrees to take proper care of and protect the premises from damage and shall be liable for failure to do so. Tenant has an obligation to protect pipes from freezing. Tenant agrees to bear the expense of any repair of leakage, breakage, or stoppage of plumbing pipes or appliances due to neglect, carelessness, or improper use. **Tenant shall bear the expense for unstopping sinks, lavatories, tubs, toilets and washer drains, unless the cause of such blockage is roots in the sewer line.** The Tenant shall upon demand by Landlord reimburse Landlord for the cost of such repairs and or replacements and any other related expenses incurred by Landlord which shall become added rent. Tenant shall not hold Landlord liable for breakage, leakage, or stoppage of above ground water or waste pipes, nor for any damage caused by such events. Landlord shall not be held liable for excessive utility charges due to malfunction of HVAC, plumbing, electrical systems or appliances. **TENANTS ARE STRONGLY URGED TO OBTAIN RENTER'S INSURANCE.**

B. Tenant shall be responsible for replacing/changing light bulbs, all broken glass, lost keys, damage to windows, screens, entry doors, and locks. Tenant agrees to keep the interior of the premises reasonably clean. If, in the sole judgment of Landlord, Tenant is in violation of this provision of the Lease, Landlord reserves the right to demand Tenant clean the premises immediately, or shall have the right to have the premises cleaned at Tenant's expense. Tenant shall keep the area in and around premises free of trash, garbage, beer kegs, cigarette butts and general clutter. Upholstered furniture intended for inside use may not be used as lawn or patio furniture. If it becomes necessary for Landlord to clean up or remove trash bags, cigarette butts, or other clutter, Tenant shall bear such clean-up charges, the minimum charge for which shall be \$50.00.

C. In one- and two-family dwellings, Tenant is responsible for yard maintenance including, but not limited to: mowing, raking, pruning, and trash or debris removal to the satisfaction of the Landlord. In the event it becomes necessary for Landlord to clean up the yard, Tenant shall bear such charges, the minimum charge for which shall be \$50.00.

D. Tenant shall be responsible for monthly changing of the HVAC filter(s) and for keeping the air conditioner set to a maximum 80 degrees during warm months to prevent mildew. Checking for blown fuses and/or tripped circuit breakers is the responsibility of the Tenant as well as the routine re-lighting of pilot lights. If charges are incurred to replace/reset/re-light same, the Tenant on demand by Landlord shall pay those charges.

E. Use of shower curtains is mandatory.

F. Tenant agrees to permit no waste of furniture provided by Landlord, if any, and to return the same to Landlord in as good condition as at the beginning of the Lease Term or as it may be put in during the Lease Term, subject only to reasonable use and wear thereof.

G. Pest Control: Residents of duplexes and houses are generally responsible for their own pest control and must keep their units free of infestation. **In units where Landlord provides monthly pest control, this service is not optional and may not be declined.** In all cases tenant will be responsible for cost of flea, bedbug, and german roach treatment and for any other services necessitated by occupant activity.

H. Utilities: **Tenants must establish utility services by move-in date.** Any utilities in Landlord's name will be disconnected as of that date without further notice. Utilities must be kept on for at least three (3) business days after the end of the lease in the event any cleaning or repair is necessary. Tenant will be charged an additional **\$95.00** fee if it is necessary to re-establish utilities in order to clean the premises.

I. Smoking: Indoor smoking of **any material** is strictly prohibited. Tenants who smoke indoors WILL incur substantial additional charges for general cleaning, upholstery cleaning, repainting, aerosol treatments, and other procedures as necessary to return the unit to its original condition. Residents may smoke outdoors provided all smoking materials are properly disposed of. **VIOLATIONS INCUR A MINIMUM \$250 FINE.**

9. Landlord's Obligations

Landlord is under no duty to make any repairs except hereinafter provided or as required by law. Should any of the electrical, sanitary, plumbing, heating, air conditioning, ventilating, or other equipment or appliances belonging to the Landlord become unserviceable due to no fault of Tenant, the Landlord shall have a reasonable time after written notification to have same repaired or replaced. Landlord shall in no event be liable for damages in the event of failure of any item or system in the Premises. Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. The rights of the parties in the event of fire or casualty shall be governed by the Alabama Uniform Residential Landlord and Tenant Act.

10. Alterations

No alterations (including painting), repairs, changes, or improvements of any type are to be made in or to the premises without the written consent of the Landlord, except such as are necessary for the proper care and maintenance of the premises in an emergency.

11. Inspections

Landlord shall be allowed to enter the premises at all reasonable times upon at least 48 hours' notice, to inspect, remodel, exterminate, or show the premises to prospective tenants, purchasers, or representatives of insurance or lending institutions, attach a "FOR RENT" or "FOR SALE" sign, or to make repairs. However, in no event shall repairs made by Landlord be deemed a waiver of Landlord's right to hold Tenant liable therefore. No notice is required in cases of emergency, tenant maintenance request, or when it would be impractical to do so.

12. Tenant's Defaults and Landlord's Remedies

A. The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default") shall constitute a breach of this Lease and Landlord shall have the right to terminate this Lease or take any action provided for in this Lease or allowed by law:

- (1) If Tenant shall default in observing, performing, or keeping any term, provision, covenant or condition of this Lease on Tenant's part to be kept, observed, or performed (other than covenants for payment rent) and shall not cure such default within seven (7) business days after Landlord gives Tenant written notice thereof. However, failure of Landlord to give such notice shall not be

deemed a waiver of such event of default.

- (2) If the Premises becomes vacant or deserted for a period of seven (7) business days without prior notice to the Landlord of the extended absence of the Tenant no later than the fifth day of the extended absence, Landlord may enter the Property, and re-let the Property.
- (3) If this Lease is assigned or the Premises sublet other than in accordance with the Lease.
- (4) If rent is unpaid when due and the Tenant fails to pay rent within seven (7) business days after receipt of written notice to terminate the Lease for nonpayment and if the rent is not paid within the 7-day period, Landlord may terminate the Lease at the expiration of the 7-day period. If noncompliance of any condition of the Lease occurs under both subsection (1) and this subsection (4), the 7-day notice period to terminate the Lease for nonpayment of rent in this subsection shall govern.

B. Upon the happening of any Event of Default, Landlord, if it shall elect, may collect each installment of rent hereunder as and when the same matures, or terminate this Lease without further liability to Tenant hereunder, or terminate Tenant's right to possession and occupancy of the Premises without terminating the Lease. In the event Landlord shall exercise such right of election, same shall be effective as of the date of written notice of Landlord's election given by the Landlord to Tenant at any time after the date of such Event of Default. Landlord may provide notice of lease termination and demand for Tenant to vacate the Premises in one writing. Upon any termination of the Lease hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Premises without terminating the Lease, Tenant shall within fourteen (14) days surrender possession, vacate the Premises and deliver possession thereof to Landlord. Upon any termination of the Lease or termination of Tenant's possession or occupancy of the Premises, or upon any other default by Tenant, the rent hereunder for the entire Lease Term and other payments due to Landlord by Tenant shall become immediately due and payable. However, Landlord's election of one remedy, once exercised, shall not prohibit the election of another or different remedy at a later date.

C. If Landlord shall elect to terminate Tenant's right to possession only, without terminating the Lease, Landlord at its option may enter into the Premises, remove Tenant's property and other evidences of tenancy and take and hold possession thereof, without such entry and possession terminating the term of this Lease or otherwise releasing Tenant in whole or in part from all of its obligation however, including, but not limited to, the obligation to pay the rent and added rent herein reserved for the full term hereof. Upon and after entry into possession without termination of the term hereof, Landlord may, but need not, re-let the Premises or any part thereof for the account of Tenant to any person other than Tenant for such rent, for such time, and upon such terms as Landlord in its discretion shall determine. If any rental collected by Landlord upon such re-letting for Tenant's account is not sufficient to pay the full amount of the rent herein reserved and other payments, and not theretofore paid by Tenant, together with the cost of any repairs, alterations, re-leasing fees, advertising fees, broker fees or redecoration necessary for such re-letting, Tenant shall pay to Landlord the amount of such deficiency upon demand, and if the rent so collected from such re-letting is more than sufficient to pay the full amount of the rent reserved hereunder and other payments, together with the aforementioned costs, Landlord, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of the Tenant to Landlord under the terms of this Lease.

D. If Tenant fails to correct a default after notice from Landlord, Landlord may, but shall not be required to, correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

13. Legal Venue

In the event any suit is filed or any court proceedings are initiated to enforce any of the provisions of this Lease, it shall be brought in the appropriate court in Lee County, Alabama.

14. Pet/Animal Clause

Unless provision is expressly made by separate, attached addendum, **NO PETS OR ANIMALS SHALL BE KEPT OR HARBORED INSIDE OR OUTSIDE THE PREMISES AT ANY TIME FOR ANY REASON WHATSOEVER.** Feeding/sheltering of any animals, including stray/feral animals, constitutes "harboring" and is expressly prohibited under this Lease. **Tenant is responsible for any animal on the Premises regardless of actual ownership of said animal.** A violation of this covenant shall constitute a breach of this Lease; such breach will result in a minimum \$250 per violation fine charged as added rent, and other remedies as in any other instance of default as stipulated in section 12 herein.

15. Attachment

Any "Rules and Regulations" regarding the premises are specifically assented to and accepted as a part of this lease. The Landlord shall have the right to change or modify such rules and regulations whenever in the opinion of the Landlord it is necessary or advisable to do so and Tenant shall be given written notice from Landlord of such change or modification. In multi-unit living situations, Tenant acknowledges and agrees that there should be reasonable rules and regulations established to provide for the continuing enjoyment, comfort and security of all residents. Tenant agrees to be bound by the rules and regulations attached hereto, if any, or otherwise provided to the Tenant from time to time. It is agreed that the violation of any such rules and regulations by Tenant shall constitute a default in the terms of this lease.

16. No Waiver

Landlord's failure to take advantage of any default on the part of the Tenant shall not be construed as a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of the Landlord to insist upon the provisions hereof.

17. Full Force and Effect

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

18. Terminology

It is understood that the terms "Landlord" and "Tenant" as used in this agreement shall include the plural and shall apply to both male and female. It is also understood that the term "Landlord" shall also mean its rental Agent, its servants or employees, and any notice from the rental Agent shall be the same as if delivered by the Landlord. The parties agree that the words "Landlord" and "Tenant" wherever used in this lease, include heirs, devisees, legatees, executors, administrators, legal representatives, successors or assigns of the Landlord and Tenant respectively as if each time fully expressed.

19. Parking

Landlord makes no warranty as to the availability of adequate parking at or near the premises. Parking on lawns, yards, grass, or planted areas is strictly prohibited. Leaving disabled cars is prohibited. Any activity that results in damage to the yard or plants shall result in a fee to repair the damage. **IN RESIDENCE COMPLEXES WHERE A PARKING CONTROL COMPANY MONITORS PARKING, IT IS THE RESPONSIBILITY OF THE TENANT TO OBTAIN ALL NECESSARY PERMITS AND REGULATIONS CONCERNING PARKING. TENANT IS RESPONSIBLE FOR COMPLYING WITH ALL SUCH REGULATIONS AND ENSURING THAT ANY VISITORS DO THE SAME. TEMPORARY GUEST PARKING PASSES ARE GIVEN AT FOLMAR REALTY DBA FIRST REALTY'S DISCRETION AND GUEST PARKING PRIVILEGES MAY BE REVOKED AT ANY TIME. LANDLORD SHALL NOT MEDIATE PARKING DISPUTES AND CANNOT WAIVE TOWING COMPANY FEES FOR WHEEL LOCKING AND / OR TOWING.**

20. Notice

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to Folmar Realty dba First Realty at the address above. It will be considered delivered three days after mailing with adequate prepaid postage in the United States mail or delivered by hand to the party to receive notice.

21. Counterparts

This Lease may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to constitute one and the same agreement.

22. Space "As-Is"

Tenant has inspected the Premises, is satisfied with the condition, and accepts the Premises "as-is." If tenant deems Premises to be in unsatisfactory condition, Tenant must notify Landlord at move-in; otherwise, Premises is deemed to be clean and in good repair.

23. Lockouts

Landlord DOES NOT provide after-hours lockout service. It is the Tenant's responsibility to call a locksmith or lock-out company. Tenants are advised to keep a spare key available.

24. Special Stipulations

25. Addenda

Any and all addendum attached to this Lease are specifically incorporated into this Lease.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust 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.

Lessor's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) **Records and reports available to the Lessor** (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

(Downloadable at <http://www.epa.gov/lead/pubs/leadpdf.pdf>)

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her 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 they have provided is true and accurate.

I CERTIFY THAT I HAVE THOROUGHLY READ THIS LEASE AND UNDERSTAND IT. I CERTIFY THAT I AM AT LEAST 19 YEARS OF AGE.

In witness whereof, the respective parties have hereunto set their hands and seals on the lease date first set forth above.

**FOLMAR REALTY dba FIRST REALTY
PROPERTY MANAGEMENT, AGENT FOR LANDLORD**

Agent

Tenant

Tenant

Tenant

Tenant