



P.O. Box 020796  
Tuscaloosa, AL 35401

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

[\$tenant]

[\$cosigner]

**LEASE SUMMARY PAGE**

Landlord as Agent of Owner

H. A. Edwards, Inc.

Rental Property

[Prospect.Unit.Address.Street1()]  
[Prospect.Unit.Address.CityStatePostalCode()]

Rental Property Unit

[Prospect.Unit.Name()]

Lease Start Date

[System.Format(Prospect.LeaseStartDate(),"mmm  
d, yyyy")]

Lease End Date

[System.Format(Prospect.LeaseEndDate(),"mmm  
d, yyyy")]

Lease Length (Days)

[System.DateDifference("d",Prospect.LeaseStartDate  
(),Prospect.LeaseEndDate())]

Monthly Rental Payment

[System.Format(Prospect.UserDefinedField("Lease  
Prep- Numeric Monthly Rent  
(0,000.00)","Currency")]

Total Rent Due for Lease Term

[Format(Prospect.UserDefinedField("Lease Prep-  
Total Numeric Amount for Entire  
Lease"),"Currency")]

Security Deposit Amount

[System.Format(TotalCharged("ERN"),"Currency")]

Utilities Provided by Landlord

[Prospect.Unit.UserDefinedField("Utilities  
Provided")]

Utilities Required by Tenant

All other utilities  
[System.If(Property.PropertyType()=="Single  
Family","including Lawn Care.", ".")]



**STATE OF ALABAMA  
COUNTY OF TUSCALOOSA**

**[\$tenant]**

**[\$cosigner]**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (hereinafter, the "Agreement" or "Lease") is made on the [System.Date("dd")] day of [System.Date("mmmm")], [System.Date("yyyy")] between H. A. Edwards, Inc., (hereinafter referred to as "Landlord") as agent for the property owner, pursuant to a separate property management agreement, with an address of P. O. Box 020796, Tuscaloosa, Alabama 35401; and, [Stenantonly] (hereinafter, whether one or more, sometimes referred to as "Tenant"); and the undersigned Guarantors above. Tenants and Guarantors acknowledge and agree that their obligations hereunder are joint and several in nature, i.e. each of the individual Tenants and Guarantors are liable for all Tenant obligations arising under this Lease and Landlord shall be entitled to pursue each of the individual Tenants and Guarantors for all amounts due hereunder.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. ALABAMA UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT OF 2006, AS AMENDED ("ACT").** It is the intention for this Agreement to conform with the Act and for the landlord/tenant relationship between the Landlord and Tenant created herein to be governed thereby.

**2. RENTAL APPLICATION.** Tenant acknowledges and agrees that Landlord has relied upon the Rental Application of Tenant, the terms, conditions, representations, warranties and requests of which are incorporated herein by reference ("Application"), as an inducement for entering into this Agreement. Tenant represents and warrants to Landlord that all information and statements contained in the Application are true, complete and accurate and that any breach of this representation and warranty shall constitute a material, non-curable breach of this Agreement.

**3. PROPERTY LEASED:** Landlord hereby leases to Tenant the house, apartment or condominium unit designated as [Prospect.Unit.Address.Street1()] [Prospect.Unit.Address.Street2()] Unit # [Prospect.Unit.Name()], (hereinafter sometimes referred to as the "Premises" the "leased premises" or the "premises") [Prospect.Unit.Address.CityStatePostalCode()] If the Unit # is left blank, for the Unit to be assigned at a later date, the specific Unit number shall be as set out on an Addendum to this Lease that shall be acknowledged by Landlord and Tenant as of the date Tenant shall take possession of said Unit under the terms of this Lease. The Premises consists of [Prospect.Unit.Bedrooms()] bedroom(s), [Prospect.Unit.Bathrooms()] bathroom(s), a kitchen and a living/dining area.

**4. TERM:** The term of this Agreement shall begin at 2:00 p.m. on [System.Format(Prospect.LeaseStartDate(),"mmmm d, yyyy")], ("Commencement Date"), and shall end, unless sooner terminated, at 10:00 a.m. on [System.Format(Prospect.LeaseEndDate(),"mmmm d, yyyy")], ("Expiration Date") (hereinafter sometimes referred to as the "Term"). If the Landlord shall be unable to deliver possession of the Premises as contemplated above, this Agreement, subject to any rights of Tenant under the Act, defined below, shall nevertheless remain in effect and the rent shall be abated proportionately until possession of the Premises is so delivered. Tenant expressly acknowledges that: (a) because of the schedules of some of the tenants of the Premises at the Complex (for example, some of them are students with critical academic year timing issues), the timing of the commencement and expiration of the Term is a material term of this Agreement and is extremely important with regard to the enjoyment of Tenant's occupancy of the Premises and the occupancy of the Premises by other subsequent tenants; (b) previous leases applicable to the Premises prior to the Term have contained commencement and expiration times/dates similar to those contained herein; and (c) the importance of such timing has been explained to Tenant and Tenant deems and agrees that it is reasonable under the relevant circumstances. At the expiration of the original term of this lease, the Lease will not be automatically extended for a similar period,

--	--	--	--	--	--	--	--	--	--	--

regardless of any holding over by Resident. (Management will consider any resident who stays after 10:00 a.m. on the expiration date of the lease agreement a holdover Tenant). In the event the resident is a holdover tenant, he/she agrees to pay to Management foreseeable damages caused by the holdover residency. TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) THE ACT MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH MAY BE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR (ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEY'S FEES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL IN AS MUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE PREMISES TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

Tenant hereby agrees that if said Premises is not vacated on or before the Expiration Date, Landlord may, at its option, consider Tenant in default under the terms of this Agreement and seek the remedies provided herein, including, but not limited to an amount equal to three months' rent payments or Landlord's actual damages, whichever is greater. Resident will be charged for an un- prorated \$100.00 per day fee for holding over (remaining in possession of the Premises after the Expiration Date) plus Landlord may seek to recover other damages from Tenant consistent with this Agreement and/or as provided in the Act. All notices in connection with this lease must be given in writing and notices not given in writing will be null, void and without effect. Any notice from Landlord to Tenant may be delivered to the Tenant in person or by leaving it in the Premises or affixed to the door of the Premises or by ordinary or registered mail and any notice so delivered will be considered the same as if it had been delivered to the Tenant in person. Tenant agrees and acknowledges that this Agreement shall terminate and the Premises shall be vacated on or before 10:00 a.m. on the Expiration Date

As a convenience to Tenant and in order to assist Tenant in connection with the performance of Tenant's obligations under this Agreement and otherwise, upon the expiration or termination of the Term, Tenant hereby requests and authorizes that Landlord shall perform, or shall cause to be performed , the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): basic floor and/or carpet cleaning, basic paint touch-up, and basic Premises cleaning, such Requested Post Term Services to be similar to some of those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services (currently \$200.00 for each bedroom or occupant making up Tenant) shall be payable by each member of Tenant to Landlord as additional rent (the liability for which shall accrue during the Term, but which shall not become payable until immediately prior to the expiration or termination of the Term) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Agreement. Tenant acknowledges that the performance of the Requested Post Term Services are only basic services, are related and limited in scope only to the items which are the subject of each category (e.g. basic carpet cleaning relates to carpet, paint touch-up is not a complete repainting and basic Premises cleaning may not be sufficient to clean a very dirty Premises) and are, therefore, not in lieu of the obligations of Tenant to otherwise perform its obligations under this Agreement including, without limitation, the obligations of Tenant to comply with the Care and Maintenance Guidelines and any and all responsibilities of Tenant at expiration of the Lease and vacation of the Premises. Rather the Requested Post Term Services are being performed, or Landlord will cause the same to be performed, because Tenant hereby requests the same as a convenience and in order to assist Tenant in its vacation of the Premises. For example, if the carpet in the Premises is so damaged during the Term that replacement or special cleaning is required (i.e. basic carpet cleaning will not correct the damage), Tenant shall be liable and obligated for the damages associated with the reasonable cost and expense associated with replacement or special cleaning, as applicable.

**5. RENT:** All rent is payable through the Tenant's Resident Portal Account, or such other place or address designated by Landlord. Tenant, in return for the use of the Unit and in consideration of the terms, conditions, covenants, and provisions contained herein, shall pay Landlord the sum of **[Format(Prospect.UserDefinedField("Lease Prep- Total Numeric Amount for Entire Lease"),"Currency")]**, without offset or deduction (the "Rent"). Tenant hereby acknowledges that the Term of this Lease may be less than a full calendar year, and the Rent has been allocated into installments of **[Format(Prospect.UserDefinedField("Lease Prep- Numeric Monthly Rent (0,000.00"),"Currency")]**. Monthly Rent, together with any other payment of Rent due together therewith shall be payable in advance without further notice, demand or deduction as follows: The first (1st) installment of monthly Rent shall be due on or before the Commencement Date and all payments of monthly Rent due thereafter shall be paid on or before the first (1st) day of each month during the entire Term. Time is of the essence and Rent is past due if not ACTUALLY RECEIVED by Landlord on or before the due date. The first installment of monthly Rent is **[Format(Prospect.UserDefinedField("Lease Prep- Numeric First Month's Rent (0,000.00"),"Currency")]**.



Tenant's obligation to pay Rent shall be independent of any of Landlord's obligations hereunder. To the extent that Tenant is required or obligated to pay any amounts hereunder to or for the benefit of Landlord, which shall be in addition to the monthly scheduled Rent as provided above, such amounts shall be deemed and considered as additional Rent, and in all respects intended to be included and considered as "Rent", as such term is defined in the Act. Should any Rent or additional Rent be due, outstanding, unpaid or accrued at the time of the expiration or earlier termination of this Agreement, the duty, liability and obligation of Tenant to pay the same shall survive such expiration or termination. **Additional Rent and monthly charges will be listed on separate addenda.**

**6. LATE CHARGES:** In addition to the amounts due as provided herein, late charges in the following amounts shall apply and shall be immediately due and payable, as additional rent, with respect to any rent or other amount which is NOT ACTUALLY RECEIVED by Landlord in full on or before the following dates:

IF THE RENT OR OTHER AMOUNT IS ACTUALLY RECEIVED BY LANDLORD: THE FOLLOWING LATE CHARGES SHALL APPLY:

On or after the fourth (4th) day of the month in which due (4th through and including the 10th) 10% of the past due amount

After the 10th day of the month (10th through and including the last day of the month) All prior late charges and fees plus \$100

POSTMARK DATE IS NOT A FACTOR IN DETERMINING THE TIME OF LANDLORD'S RECEIPT OF RENT OR OTHER AMOUNT OR THE APPLICABILITY OF LATE CHARGES.

**7. RETURN CHECK CHARGE:** If Tenant shall deliver any check to Landlord for any amount due hereunder which is returned unpaid by Landlord's bank for any reason, Tenant shall pay a returned check charge equal to the maximum amount permitted by Alabama law as of the date the check is returned, and it is intended to, among other things, partially reimburse Landlord for its administrative and handling expenses associated with such returned check. (As of January 1, 2007, the maximum amount permitted by Alabama law, was the greater of either \$30.00 or an amount equal to the actual charge by the depository institution for the return of unpaid or dishonored instruments). Tenant also agrees that the foregoing returned check charge shall be in addition to any and all late payment charges as provided in this Agreement and shall constitute additional rent. Also, upon the occurrence of such event, Landlord shall have the right with respect to any further payments due hereunder to demand that Tenant make all further payments due to Landlord hereunder in immediately available funds (i.e. cash, money order, cashier's check, wired funds, etc.)

**8. ADMINISTRATIVE FEE/SECURITY DEPOSIT:** Tenant agrees to provide the Landlord with a non-refundable Administrative Fee equal to \$[TotalCharged("admin, hadmin, sadmin")] prior to occupancy of the Premises. As of Lease sign date, Tenant has paid \$[TotalPayments("", "", "admin, hadmin, sadmin")] towards the non-refundable Administrative Fee. Tenant also agrees to deposit with Landlord prior to occupancy of the Premises a sum equal to \$[TotalCharged("ERN")] as a Security Deposit. As of Lease sign date, Tenant has paid Security Deposit of \$[TotalPayments("", "", "ERN")] which amount is not greater than one (1) month's rent. [if(Prospect.UserDefinedField("Lease Prep- Last Month's Rent(0,000.00)")>0,"Tenant has prepaid \$"& Prospect.UserDefinedField("Lease Prep- Last Month's Rent(0,000.00)")&" towards last month's rent.", "")] Tenant acknowledges that failure to pay the Security Deposit prior to the commencement date of the lease, is not a waiver of the consideration, nor a cause for termination of the lease by the Tenant. The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance and compliance of and with Tenant's obligations under this Agreement and all terms and conditions herein including, without limitation, the obligation of Tenant to pay rent hereunder (including both monthly rent and additional rent) and the amount of damages that the Landlord has suffered by reason of Tenant's noncompliance with the Act and this Agreement. The Security Deposit is not advanced Rent and Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to nonperformance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, and Tenant shall replace such amounts used within 10 days' notice from the Landlord.

A. When you move out of your Premises, you will be expected to leave your Premises in its original condition, except for normal wear and tear.



- B. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same are joint and several obligations with the other tenants and guarantors in the Premises and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Premises who actually paid money toward the Security Deposit. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable Pet Fee or Administrative Fee; however, damages, charges and fees due as a result of redecoration, a pet or otherwise may be deducted from the Security Deposit.
- C. Within sixty (60) days after the expiration or termination of this Agreement, Landlord shall either: (a) return the entire Security Deposit to Tenant; or (b) if Landlord shall elect to apply the Security Deposit toward unpaid rent or damages suffered by Landlord as a result of non-compliance by Tenant with the Act and this Agreement, provide Tenant with a written itemized accounting of all amounts applied by Landlord as a result of Tenant's non-payment of rent or other non-compliance, together with any amount of the Security Deposit remaining after said application. Tenant acknowledges that, particularly due to the sixty (60) day notice/accounting delivery requirement as provided above and that certain billings with respect to obligations of Tenant to Landlord may not have been received by Landlord prior to the expiration of such sixty (60) day period, Tenant may continue to be obligated to Landlord subsequent thereto and that Landlord's delivery of such notice/accounting to Tenant as contemplated above shall not constitute a waiver by Landlord of any such continuing obligations of Tenant. Upon the expiration or earlier termination of the Term, Tenant shall provide Landlord in writing with a valid forwarding address to which the Security Deposit (or unapplied remainder thereof, if any) or itemized accounting, or both, may be mailed. If Tenant fails to so provide a valid forwarding address, Landlord shall mail by first class mail, the Security Deposit (or unapplied remainder thereof, if any) or itemized accounting, or both, to the last known address of Tenant or, if none, to the Tenant at the address of the Premises. The Security Deposit, or any portion thereof, unclaimed by Tenant, as well as any check outstanding, shall be forfeited by Tenant after a period of ninety (90) days. Any refund check for all or any portion of the Security Deposit may, at Landlord's option, either be made payable in one (1) check to all individuals included in the definition of Tenant in this Lease, or as otherwise determined by Landlord (for example, for the convenience of Tenant, Landlord may, but shall not be obligated, to issue one (1) or more separate checks to the persons identified as Tenant hereunder). By execution hereof, Tenant consents to the method elected by Landlord with respect to the issuance of checks as contemplated above. Any interest or other income accruing in connection with the Security Deposit shall be the property of Landlord. Tenant agrees that the Security Deposit does not constitute rent and that the monthly rent must be paid each month, including the last month of the Term, without regard to the Tenant's payment of the Security Deposit. Tenant specifically acknowledges that Tenant has read, understands and agrees to the foregoing.
- D. Tenant's security deposit may be placed in an interest-bearing account with any interest accruing to Landlord.

**9. MOVE IN/MOVE OUT CONDITION REPORT.** It is Landlord's intention to deliver the Premises upon the Commencement Date in a clean, good and habitable condition and otherwise in compliance with the Act. It is, therefore, Landlord's policy to perform certain work in the Premises subsequent to the tenancy of the prior tenant in the Premises and prior to the Term such as carpet cleaning, mechanical inspection and necessary maintenance/repair (for example, HVAC maintenance/repair), smoke alarm test, painting, etc. Upon delivery of the Premises to Tenant and in order to confirm the delivery by Landlord to Tenant of the Premises in clean, good and habitable condition and undamaged, Landlord shall provide Tenant with a checklist entitled "Move-In/Move-Out Condition Report". Tenant shall, within five (5) days of the delivery of such checklist inspect the Premises, indicate on the checklist any condition of any items or areas in the Premises which, in Tenant's reasonable opinion, render the item, the area, or the Premises uninhabitable or which are not clean or in good condition, or which appear to be damaged or in need of cleaning or repair (for example, if the carpet is stained, hole(s) exist in any of the walls, locks are broken or do not function, appliances are dirty or are not functioning, etc., these circumstances should be noted on the checklist). Tenant acknowledges the importance of carefully completing the checklist and returning it to Landlord within the five (5) day time period as the checklist shall serve as a "base-line" or guide for Landlord's use in determining any damages sustained to the Premises during the Term and any repairs, cleaning, or refurbishing necessary as a result of Tenant's failure to care for and maintain the Premises during the Term as required in this Agreement. Tenant acknowledges and agrees that Tenant's failure to fully and accurately complete the checklist (including, without limitation, failing to specify any defect in, or existing damage to, the Premises) will be relied upon by Landlord as confirmation by Tenant that the Premises has been delivered to, and accepted by, Tenant in good and habitable condition, undamaged, and otherwise in compliance with the Act. Tenant acknowledges that notations or comments made by Tenant on the checklist shall not constitute work orders or requests for repairs as these must be otherwise specifically communicated to Landlord.

**10. UTILITIES:** Tenant acknowledges that the building(s) in the Complex in which the Premises is

contained is so constructed that all utility services which Tenant shall require during the Term (including, without limitation, running water service and electrical service to heat the water and to provide heat to the Premises) are available to the Premises by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. TENANT AGREES TO MAKE APPLICATION FOR, ARRANGE FOR CONNECTION/INITIATION, AND PAY ALL CHARGES FOR, ALL UTILITIES AND OTHER SERVICES WHICH SERVE THE PREMISES (INCLUDING, WITHOUT LIMITATION, ELECTRICAL AND WATER) FOR THE FULL TERM OF THE LEASE AND TO ARRANGE FOR OR DIRECT THAT THE DISCONTINUATION OF ANY OF SUCH SERVICES NOT BE EFFECTIVE UNTIL AFTER THE TERM. **Utilities provided by Landlord is (are)**

**[Prospect.Unit.UserDefinedField("Utilities Provided")]**. Tenant acknowledges and agrees that Landlord reserves the right to require Tenant, as a condition to the delivery of possession of the Premises, and/or a condition to be satisfied within the first thirty (30) days of the Term, to provide reasonable confirmation or substantiation (for example, a receipt from each utility provider) that Tenant has arranged for the supply of utility services to the Premises as required above. Tenant further acknowledges that, in order to protect and preserve the Premises and the property, equipment and apparatus located therein, Landlord may enter into agreement(s) with utility service providers (for example, Alabama Power) to continue to provide utility service to the Premises in the event service is discontinued, disconnected or interrupted during the Term either by Tenant voluntarily (for example, Tenant requesting discontinuation of service to be effective prior to the expiration of the Term) or involuntarily (for example, when a Tenant fails to timely pay a utility bill and service is disconnected as a result of such failure). Tenant agrees that, in any such event, Tenant shall promptly pay and reimburse Landlord, as additional rent, for any and all charges assessed by any utility service provider for periods included in the Term as a result thereof. Tenant specifically acknowledges and agrees that Tenant shall be in default under the terms of this Agreement if Tenant fails to maintain utility service to the Premises during the term of this Lease.

**11. INSURANCE:**

- A) Tenant, at its sole cost and expense, shall at all times during the term of the Lease maintain general liability coverage for the acts and omissions of Lessee in the minimum amount of \$100,000.00 (on a per occurrence basis). Tenants may obtain the General Liability (GL) Policy from any qualified insurer.
- B) The GL Policy shall list Lessor as an "Interested Party" or "Additional Interest" on the Declarations page of the GL Policy and provide that Lessor shall receive written notice no less than thirty (30) days prior to the expiration or termination of the GL Policy.
- C) The GL Policy must extend coverage for negligent water damage Lessee may cause to Lessee's unit of possession.
- D) In the event that Lessee fails to obtain and maintain the GL Policy as required herein, Lessor shall have the right to charge a non-compliance fee in the amount of \$16.00 which shall be deemed to be additional rent under the Lease and immediately due and payable by Tenant to Landlord.
- E) In the event that Tenant is in default of this requirement at any time Tenant agrees not to hold the property owner, management, or employees liable for any damage to person or property.

**12. USE:** Tenant agrees to continuously use the Premises during the Term only as a personal residence of only those persons included as Tenant herein. Tenant agrees not to commit or to permit any act or practice injurious to the Premises, Landlord's property contained therein, or the Property, which may result in injury or damage, be unreasonably disturbing to other residents, or which may affect the insurance risk factor at the Premises or the Property, or which may be otherwise prohibited by, or which shall violate, any Laws, including, without limitation, any laws relating to or regulating the environment or zoning and/or which may restrict or prohibit unrelated persons from occupying the Premises. Landlord reserves the right to prohibit Tenant from permitting visitors to sleep at the Premises, and Tenant's breach of this prohibition shall constitute a material default/breach under this Agreement.

**13. USE OF EXTERIOR:** This Agreement confers no rights on Tenant to use for any purpose any of the Property of Landlord other than the interior of the Premises hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Landlord may from time to time designate for the use of residents. When the use by Tenant of any other portion of the Property is permitted, it shall be subject to the Rules and Regulations.

**14. PARKING AND COMMON AREAS:** Various areas of the Complex are designated and intended for the use in common by all tenants, including the parking areas, walkways, swimming pool, clubhouse, and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may

have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on a video recorder can and will be used against them.

**15. NO ALTERATIONS BY TENANT:** Tenant agrees not to alter the Premises in any manner except with Landlord's prior written consent. Without in any way limiting the generality of the foregoing, Tenant agrees not to paint, wallpaper, remodel, make any structural changes, remove or attach any fixtures, install any hook, plant hanger or other apparatus in the ceilings, place tape of any kind on any walls, cause holes to be nailed in any wallpaper, cover windows with foil, cardboard or any other material or, except to extent that Landlord is required to permit the same by the Federal Communications Commission ("FCC"), install any exterior satellite dishes, receivers, antennae, etc. on the exterior of the Premises, and then only as specifically permitted by the FCC.

**16. TENANT'S DUTY TO MAINTAIN PREMISES AND OTHER PROPERTY DURING TERM.** For and during the Term, Tenant shall maintain the Premises and Landlord's property located therein (for example, appliances, fixtures, etc. and, if applicable, any appliances leased from Landlord by Tenant pursuant to any Appliance Rental Agreement) in compliance with the Act (including without limitation §35-9A-301 thereof) and all other applicable Laws, and shall otherwise abide by and comply in all respects with all other terms and conditions herein, or incorporated herein, which in any way relate or apply to the occupancy by Tenant of the Premises during the Term, and without limiting the generality and broad nature of the foregoing to, without limitation, (a) comply with the requirements of applicable building and housing codes materially affecting health and safety (b) keep the Premises clean and safe; (c) dispose of all garbage, rubbish and other waste in a clean and safe manner; (d) keep all plumbing fixtures in the Premises or used by Tenant clear; (e) use all electrical, plumbing, sanitary sewer, heating, ventilation, air condition, and other facilities and appliances located in or serving the Premises in a reasonable manner including, without limitation, the regular changing of air filters; (f) not damage, destroy, deface or impair the Premises, any of Landlord's property located therein, or, if applicable, any appliances leased from Landlord pursuant to an Appliance Rental Agreement, remove any of the same from the Premises, nor shall Tenant knowingly, recklessly or negligently permit any person to do any of the above; and (g) to conduct himself/herself in a manner that will not disturb the peaceful enjoyment of the occupants/tenants of their Premises at the Property, and to require other persons in the Premises with Tenant's consent, to do the same. In furtherance of the above, and in order to assist Tenant with the compliance of its obligations under this paragraph of this Lease, as well as the obligations otherwise contained in this Lease, the Application contained a request by Tenant for Landlord to provide Tenant with guidelines for the care and maintenance of the Premises during the Term and also with respect to the condition of the Premises as of the surrender of the Premises to Landlord upon the expiration or termination of the Term. As so requested by Tenant, a copy of such guidelines is included in Section 53, incorporated herein by reference, and sometimes referred to herein as the "Care and Maintenance Guidelines". Tenant acknowledges and agrees that: (a) Tenant has carefully reviewed and fully understands the Care and Maintenance Guidelines; (b) the Care and Maintenance Guidelines are fair, reasonable and helpful to Tenant; (c) Tenant will comply with and abide by the same; and (d) that the Care and Maintenance Guidelines constitute a fair and reasonable "benchmark" for: (1) the determination of Tenant's compliance with Tenant's obligation to maintain the Premises and Landlord's other property during the Term and the condition in which Tenant shall return the same to Landlord upon the expiration or termination of the Term; and (2) one (1) of the methods of the determination of any amount of the Security Deposit to be returned to Tenant and damages caused by Tenant or other persons to the Premises, or Landlord's other property, during the Term

**17. LIABILITY FOR DAMAGE TO PREMISES.** It is understood that Tenant will be occupying the Premises jointly and is jointly and severally liable for any damages to the common areas of the Premises and its fixtures, furnishings, appurtenances. Accordingly, Tenant must exercise responsibility to see that the entire Premises is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Premises. Tenant shall promptly report to Landlord any repairs which need to be made to the Premises.

**18. SECURITY:** Tenant acknowledges and understands Tenant's responsibility for the security of Tenant and Tenant's guests or invitees while in or around the Premises and the adjoining property and also for Tenant's personal and other property located within or around the Premises, or on the Property adjoining the Premises owned by Landlord (for example, vehicles in parking lot, bicycles on sidewalks, etc.) at any time during the Term. Landlord and Owner do not promise, warrant, or guarantee the safety or security of Tenant or his/her personal property against the criminal actions of other residents or third parties. Tenant has the responsibility to protect him/herself and to arrange appropriate fire and theft insurance for their personal property.

E. No security system, courtesy patrol or electronic security device can guarantee complete protection against crime. Tenant agrees to make Tenant's own determination as to, and acknowledges and understands

responsibility for, the security of doors, locks, windows, window locks, and any other portions of the Premises, as well as the activities of Tenant in or around the Premises. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Tenant should always proceed on the assumptions that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit. If security systems, security devices, or walk-through services are employed at the Premises or surrounding property, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Landlord does not warrant that any security, security devices, or services employed in connection with the Premises will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crimes. Further, Landlord reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time, and Tenant agrees that such action shall not constitute a breach of any obligation or warranty on the part of Landlord.

- F. If Tenant utilizes a security system in the Premises, which shall only be installed upon receipt of written permission of Landlord and only in the event Tenant agrees to indemnify and hold Landlord harmless for any costs incurred in removing system and restoring the Premises's condition at the termination of the Term of this Agreement. Tenant shall be responsible for any/all monitoring fees associated with a security system. If Tenant utilizes a security system in the Premises, Tenant agrees to provide Landlord with the alarm code at all times.
- G. If controlled access gates or intrusion alarms are provided, Tenant will be furnished upon request with written operational instructions. It is the Tenant's responsibility to read this and to bring any questions to the attention of Landlord. Further, Tenant agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. Tenant agrees to be responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges. In the event that Landlord shall discover that Tenant has intentionally disabled any lock, gate, alarm, smoke or fire alarm or detector, than in such event and at the sole and absolute discretion of the Landlord, Landlord may charge a fine to the Tenant in an amount equal to \$250.00, which amount shall be additional rent.

**19. COMPLIANCE WITH ACT AND OTHER LAWS:** Tenant shall, for and during the Term, strictly comply with, and shall not violate, any Laws which are applicable to the occupancy, residency, or use of the Premises, the Property, and all areas adjoining the Premises which are owned by Landlord, by Tenant and Tenant's guest and invitees. Any fines imposed by any third party (for example, a governmental entity) as a result of the non-compliance by Tenant, or Tenant's violation, of or with any Laws, shall be Tenant's obligation and Tenant shall be solely responsible for the same, and such amounts shall be charged as additional rent if paid by Landlord.

**20. RIGHT OF ACCESS/ENTRY:** Tenant consents and agrees that Landlord, or any person authorized by Landlord, shall have the right to access/enter the Premises to inspect, to make necessary or agreed repairs, decorations, or alterations, to supply necessary or agreed services (including, without limitation, and also, for example, , to display or exhibit the Premises to prospective or actual tenants, purchasers, mortgagees, workmen or contractors. In all other instances or situations which permit Landlord with the right of access under the Act, or other applicable Laws. Except: (a) in cases of emergency, the existence of which shall be determined in Landlord's reasonable discretion and with respect to which Landlord shall not be required to provide notice; (b) instances where it is impracticable, in Landlord's reasonable discretion, to do so; (c) instances with respect to which Tenant has requested Landlord, or its agents, to enter the Premises (for example, entry upon a request by Tenant for repairs); and (d) entries allowable under the Act or under other applicable Laws, which either do not require notice or notice is deemed to be received by Tenant, or delivered by Landlord pursuant to the applicable provision of the Act or other applicable Laws, or other reasonable means, Landlord, or its designees, shall provide notice to Tenant prior to entry by providing at least two (2) days' notice of Landlord's intent to enter. Such notice may be accomplished by the posting of a note on the front door of the Premises, email notification, or by other reasonable means. Tenant acknowledges: (a) that it is necessary for Landlord to provide certain regular and recurring services and work in the Premises; and (b) that the performance of such services and work are beneficial to Tenant's enjoyment of the Premises and also serve to assist and monitor Tenant with respect to Tenant's responsibilities for the Care and Maintenance Requirements and to otherwise care for and maintain the Premises, all of which are beneficial to Tenant. A tentative, general and estimated schedule of such regular and recurring activities is included in the Rules and Regulations or as may otherwise be provided to Tenant during the Term. Tenant hereby acknowledges Tenant's familiarity with such general, tentative and estimated schedules, consents to the



reasonableness of the same, and acknowledges, agrees and encourages Landlord to enter the Premises in accordance with such general, tentative and estimated schedules without the necessity of further notice by Landlord, or its designee. Tenant acknowledges that, in the course of an entry by Landlord, or its designee, in accordance with this Lease, the Act or other applicable Laws, Landlord or Landlord's designee may discover or become aware of violations of this Lease, the Rules and Regulations and/or the violation, or apparent violation, of certain Laws and, while the entry is not for the purpose of such discovery, the Landlord or Landlord's designee may deem it necessary (or may even be required by applicable Laws) to report the existence of the same. Tenant acknowledges and agrees that, if Tenant refuses lawful access to Landlord, such refusal shall constitute an event of default under the term of this Agreement and the Landlord shall be afforded all remedies available under this Agreement and the Act including, without limitation, the right to recover actual damages.

**21. CASUALTY LOSS:** If the Premises is damaged by fire or other casualty which is not caused by the Tenant or Tenant's guests, visitors, invitees, or subtenants, and to the extent Tenant's enjoyment of the Premises is substantially impaired, as determined in the sole and absolute discretion of the Landlord, Tenant may: (a) immediately vacate the Premises and notify Landlord in writing within fourteen (14) days of such fire or other casualty of Tenant's intention to terminate this Agreement, in which case this Agreement shall terminate as of the date Tenant vacates the Premises; or (b) if occupancy of the Premises shall be in compliance with applicable Laws, vacate any part of the Premises rendered unusable by the fire or casualty, in which case the Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises, as determined in the reasonable discretion of Landlord.

**22. EMINENT DOMAIN:** If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the Term of this Agreement shall cease, and the rent shall be payable up to that date. All monies paid by any governmental authority in connection with said eminent domain proceeding shall be the sole property of the Landlord. This provision shall apply only to the Premises and shall not apply to the taking by any public authority under the power of eminent domain of any other property of the Landlord located near or adjacent to the Premises

**23. ASSIGNMENTS:** Tenant shall not assign this Agreement, and any attempts to do so shall be void and invalid, without the prior written consent of Landlord.

- A) Should Tenant desire to assign or sublease, Tenant shall complete and return to Landlord a form entitled: "Request to Assign" together with an administrative fee of \$100.00 payable to Authorized Landlord Agent, together with rental applications of the proposed assignee, and any other information or documentation as Landlord shall request. Upon receipt of such forms and other requested information and/or documentation, Landlord will consider the same and will notify Tenant of Landlord's granting or denial of Tenant's request. As one of the possible conditions to any approval by Landlord, Landlord may require that any assignment be made on Landlord's required assignment form.
- B) Assignments will require payment of a charge to Landlord equal to one month's rent payment regardless of whether or not the subtenant or assignee is procured by, or with the assistance of, the Landlord. Such charge is payable upon execution of the assignment form and the specific terms and conditions of any assignment, and the amount of the charge due and payable, shall be as contained in the assignment forms. Tenant agrees and acknowledges that notwithstanding any such consent granted by Landlord, neither Tenant nor any Guarantor hereunder shall be released or relieved from any liability or obligation as a result of any assignment or sub-lease
- C) The Tenant agrees not to engage in any short-term rental activities, including but not limited to Airbnb, VRBO, or hosting transient guests, within the leased premises. Any violation of this clause will be considered a breach of the lease agreement and may result in termination of the lease.

**24. RELEASE OF TENANT:** Tenant shall not be released from the terms of this Agreement due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of co-tenants, incompatibility with co-tenants, bad health, or for any other reason, except for involuntary military enlistment or military transfer.

**25. ROOMMATE INCOMPATIBILITY:** The parties acknowledge and agree that the parties signing this lease as Tenant are leasing the entire Unit and the obligations of the parties executing this lease as Tenant are joint and severable. Neither Landlord nor its agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Community. Therefore, a conflict between

tenants does not constitute grounds for Tenant to terminate this Lease.

**26. ABANDONMENT:** Tenant acknowledges that Tenant's continued and uninterrupted occupancy of the Premises and compliance with the terms of this Agreement (including, without limitation, the Care and Maintenance Guidelines and the Rules and Regulations) are important to both Tenant and Landlord for various reasons, including, without limitation:

- A) the protection and preservation of the Premises and its appliances, contents, equipment (for example, plumbing, heating and electrical) and for other property including Tenant's property and; (b) the enjoyment of the Premises by Tenant and Landlord's other tenants at the Property. Therefore, Tenant agrees that Tenant shall not vacate or abandon the Premises during the Term and to continuously reside in the Premises during the Term as Tenant's personal residence. Tenant further acknowledges and agrees that Tenant's violation of this paragraph of this Agreement shall constitute a material noncompliance by Tenant of the terms of this Agreement.
- B) Without limiting the generality of the foregoing, but rather in addition thereto, Tenant acknowledges and agrees that, in the event that Tenant shall be absent from the Premises at any time during the Term for any period which shall be in excess of fourteen (14) days: (a) Tenant shall provide Landlord with written notice of such anticipated absence no later than the fifth (5th) day of such absence, and if Tenant fails to do so, Landlord may, in addition to other remedies available to Landlord under this Lease (to the extent allowable under the Act or other applicable Laws) and any other remedies available under the Act or other applicable Laws, regardless of whether the same are contained in this Lease, recover actual damages from Tenant; and (b) Landlord may enter the Premises at times reasonably necessary including, without limitation, entry in order to engage in such activities as Landlord shall deem reasonably necessary in order to preserve and maintain the Premises and Landlord's other property. In the event electric service to the Premises shall be terminated for seven (7) or more consecutive days Landlord shall consider the Premises abandoned and Landlord shall be afforded all remedies available under the terms of this Lease and under the Act or other applicable laws including the recovery of actual damages from the Tenant.

**27. DRUG FREE HOUSING:** Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near Premises. For the purposes of this Agreement "drug-use or possession with the intent to manufacture, sell distribute, or use, of controlled substance" shall be as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802). Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises. Tenant or members of the Tenant's household will not permit the dwelling unit to be used for or to facilitate, criminal activity including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest. Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the Premises or otherwise. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the Premises. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of this provision shall be deemed a material, non-curable non-compliance with this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be preponderance of the evidence. In case of conflict between the provisions of this provision and any other provisions of this Agreement, the provisions of this provision shall govern. Tenant specifically acknowledges that Tenant has read, understands and agrees to the foregoing.

**28. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Tenant will be in default under this Lease, without the necessity of demand or putting in default, if: (i) Tenant fails to pay the Rent or any other sum payable under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in Tenant's rental application; (iv) Tenant discontinues the use of the Premises for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the Complex, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant; (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal offense

involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs; (viii) any illegal drugs are found in the Premises; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; or (x) Tenant abandons or vacates the Premises prior to the expiration of the Term

**29. LANDLORD REMEDIES FOR DEFAULT BY TENANT:**

- A) Except as provided in the Act, if there is a material noncompliance by the Tenant with this Agreement including, without limitation, any noncompliance with Section 35-9A-301 of the Act materially affecting health and safety, but excluding a breach arising from Tenant's nonpayment of rent, the Landlord may deliver a written notice of default to Tenant, which notice shall specify the acts and omissions constituting the default under the terms of this Agreement and providing that due to said default or defaults this Agreement will terminate upon a date not less than seven (7) days after receipt of the notice if such default or defaults under the terms of this Agreement are not cured by Tenant. If the default or defaults are not adequately remedied within the seven (7) days after receipt of the notice of default, to the satisfaction of the Landlord in its sole and absolute discretion, this Agreement shall terminate on the date provided in the notice. Notwithstanding the foregoing, a misrepresentation of a material fact by the Tenant in this Agreement or the Tenant's rental application may not be remedied or cured, and this Agreement will terminate following the expiration of the seven
- B) (7) day notice of termination provided to Tenant by Landlord. Pursuant to the Act, no default under the term of this Lease may be cured by Tenant more than four (4) times in any twelve (12) month period except where Landlord shall consent in writing. If rent is unpaid when due and Tenant fails to pay rent within seven (7) days after receipt of written notice of default under the terms of this Agreement due to Tenant's non-payment, the Landlord may terminate this Agreement at the expiration of the seven (7) day notice period. If the Tenant shall be in default under the terms of subsection (a) and this subsection (b), the seven (7) day notice period provided in this subsection (b) shall govern
- C) Certain defaults under the terms of this Agreement are not capable of cure by the Tenant, and following the expiration of a seven (7) day notice to terminate from the Landlord pursuant to this provision, this Agreement shall terminate upon the occurrence of the following, regardless of arrest, criminal prosecution or criminal conviction:
  - (a) Use or possession of a controlled substance by the Tenant or Tenant's guests or invitees, as that term is defined in the Drug Free Housing addendum to this Agreement, upon the lands of the Landlord, regardless of whether or not such use or possession occurred in the Premises;
  - (b) Discharge of a firearm by the Tenant or Tenant's guests or invitees, upon the lands of the Landlord, regardless of whether or not such act occurred in the Premises; and
  - (c) Criminal assault by Tenant or Tenants guests or invitees on any person, upon the lands of the Landlord, regardless of whether or not such act occurred in the Premises.
- D) Except as provided in the Act, Landlord may recover actual damages and statutory damages, including attorney's fees and costs, and obtain injunctive relief for noncompliance by the Tenant with the terms of this Agreement or by the Tenant's noncompliance with the Act, including Section 35-9A-301 of the Act materially affecting health and safety.
- E) Further, if this Agreement is terminated, pursuant to the provisions of this paragraph, Landlord shall, pursuant to Section 35-9A-426 of the Act, have a claim for possession of the Premises and for rent and a separate claim for actual damages for breach of this Agreement and reasonable attorney fees as provided in Section 35-9A-421(c) of the Act.
- F) Tenant acknowledges that the damages to which Landlord is entitled to recover hereunder include, without limitation, the following:
  - (a) the worth, at the time of the award, of the unpaid rent and other charges which Landlord had earned at the time of the termination [rent and additional rent accrued as of termination of lease]; (B) the worth, at the time of the award, of the amount by which the unpaid rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided [unpaid rent from termination to award not reasonably subject to mitigation by landlord]; (C) the worth, at the time of the award, of the amount by which the unpaid rent and other charges which

Tenant would have paid for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided [accelerate rent from award to end of Term not reasonably subject to mitigation by landlord]; and (D) any other amount necessary to compensate Landlord for all the damage proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of events would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises. As used in subparts (A) and (B) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the lesser of (i) eighteen percent (18%) per annum, or

- (b) Except as provided in the Act, if there is a material noncompliance by the Tenant with this Agreement including, without limitation, any noncompliance with Section 35-9A-301 of the Act materially affecting health and safety, but excluding a breach arising from Tenant's nonpayment of rent, the Landlord may deliver a written notice of default to Tenant, which notice shall specify the acts and omissions constituting the default under the terms of this Agreement and providing that due to said default or defaults this Agreement will terminate upon a date not less than seven (7) days after receipt of the notice if such default or defaults under the terms of this Agreement are not cured by Tenant. If the default or defaults are not adequately remedied within the seven (7) days after receipt of the notice of default, to the satisfaction of the Landlord in its sole and absolute discretion, this Agreement shall terminate on the date provided in the notice. Notwithstanding the foregoing, a misrepresentation of a material fact by the Tenant in this Agreement or the Tenant's rental application may not be remedied or cured, and this Agreement will terminate following the expiration of the seven (7) day notice of termination provided to Tenant by Landlord. Pursuant to the Act, no default under the term of this Lease may be cured by Tenant more than four (4) times in any twelve (12) month period except where Landlord shall consent in writing.
- (c) If rent is unpaid when due and Tenant fails to pay rent within seven (7) days after receipt of written notice of default under the terms of this Agreement due to Tenant's non-payment, the Landlord may terminate this Agreement at the expiration of the seven (7) day notice period. If the Tenant shall be in default under the terms of subsection (a) and this subsection (b), the seven (7) day notice period provided in this subsection (b) shall govern.
- (d) Certain defaults under the terms of this Agreement are not capable of cure by the Tenant, and following the expiration of a seven (7) day notice to terminate from the Landlord pursuant to this provision, this Agreement shall terminate upon the occurrence of the following, regardless of arrest, criminal prosecution or criminal conviction:
  - (A) Use or possession of a controlled substance by the Tenant or Tenant's guests or invitees, as that term is defined in the Drug Free Housing addendum to this Agreement, upon the lands of the Landlord, regardless of whether or not such use or possession occurred in the Premises;
  - (B) Discharge of a firearm by the Tenant or Tenant's guests or invitees, upon the lands of the Landlord, regardless of whether or not such act occurred in the Premises; and
  - (C) Criminal assault by Tenant or Tenants guests or invitees on any person, upon the lands of the Landlord, regardless of whether or not such act occurred in the Premises.
- (e) Except as provided in the Act, Landlord may recover actual damages and statutory damages, including attorney's fees and costs, and obtain injunctive relief for noncompliance by the Tenant with the terms of this Agreement or by the Tenant's noncompliance with the Act, including Section 35-9A-301 of the Act materially affecting health and safety.
- (f) Further, if this Agreement is terminated, pursuant to the provisions of this paragraph, Landlord shall, pursuant to Section 35-9A-426 of the Act, have a claim for possession of the Premises and for rent and a separate claim for actual damages for breach of this Agreement and reasonable attorney fees as provided in Section 35-9A-421(c) of the Act.
- (g) Tenant acknowledges that the damages to which Landlord is entitled to recover hereunder include, without limitation, the following:
  - (A) the worth, at the time of the award, of the unpaid rent and other charges which Landlord

had earned at the time of the termination [rent and additional rent accrued as of termination of lease];

- (B) the worth, at the time of the award, of the amount by which the unpaid rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided [unpaid rent from termination to award not reasonably subject to mitigation by landlord];
  - (C) the worth, at the time of the award, of the amount by which the unpaid rent and other charges which Tenant would have paid for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided [accelerate rent from award to end of Term not reasonably subject to mitigation by landlord]; and
  - (D) any other amount necessary to compensate Landlord for all the damage proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of events would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate; (2) Landlord may elect to collect all rent due hereunder as and when the same shall become due; and/or (3) Landlord may pursue any other remedy now or hereafter available to Landlord under applicable Laws.
- (h) TENANT ACKNOWLEDGES THAT THE MEASUREMENTS OF DAMAGES SET FORTH IN (1) ABOVE ARE NOT EXHAUSTIVE AND REPRESENT ONLY SOME OF THE DAMAGES WHICH LANDLORD MAY BE ENTITLED TO RECOVER.
- (i) If Tenant's right to possession is terminated and Landlord relets the Premises on account of Tenant, Landlord shall not be required to place the relet Premises ahead of other vacant units for rental or accept any tenant offered by Tenant that does not meet normal residency qualification standards but will make reasonable efforts to mitigate Tenant's damages

**30. TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, the Act, other applicable Laws, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; (b) comply with all Care and Maintenance Guidelines; and (c) fulfill or perform the following duties:

1. remove all items of personal property that are not the property of the Landlord prior to the 10:00 a.m. check-out time on the Expiration Date (any such property not removed will be deemed abandoned) and Landlord shall have the right to remove the same from the Premises (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Premises, Landlord shall have no obligation to store any of the same beyond a period of fourteen (14) days);
2. immediately vacate the Premises at the time of said expiration or termination;
3. return the Premises to Landlord in substantially the same or better condition as the Premises existed when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;
4. pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
5. return all keys associated with the Premises to Landlord;
6. remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to, boats, trailers, motor vehicles, campers, and any other items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above); and
7. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Agreement

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 8 above, and, if permitted by the Act, actual damages.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) THE ACT MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH MAY BE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR (ii) ACTUAL DAMAGES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE PREMISES TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

**31. SUBORDINATION:** This Agreement is subject and subordinate to the lien of all mortgages now or at any time hereafter placed upon any part of the Property which includes the Premises, as well as to extensions or renewals thereof, and to all advances now or hereafter made on the security thereof. Tenant agrees, on request, to execute such further instruments evidencing such subordination as Landlord may request and, if Tenant fails to do so, Landlord is empowered (and is irrevocably appointed as Tenant's attorney-in-fact, such appointment being a power coupled with an interest) to do so in the name of Tenant.

**32. NON-WAIVER:** Except as may be limited by the Act, if in one or more instances the Landlord fails to insist that the Tenant perform any of the terms of this Agreement, such failure shall not be construed as a waiver by the Landlord of any provision of this Agreement or of any past, present or future default, and the obligations of both parties under this Agreement shall continue in full force and effect.

**33. NOTICE:** Except as otherwise provided in the Act, any notice required to be provided to Landlord hereunder, or which Tenant otherwise desires to provide to Landlord, shall be in writing and shall be deemed delivered to Landlord if either (a) actually delivered to the Landlord at its address set forth herein; or (b) mailed to the Landlord via U.S. registered mail, return receipt requested, at such address. Tenant acknowledges that, except as otherwise provided in the Act, any notice required to be provided by Landlord to Tenant hereunder, or which Landlord otherwise desires to provide to Tenant, shall be deemed delivered if either: (a) delivered in hand to Tenant, or placed on the front door of the Premises; (b) upon expiration of three (3) days after the mailing to Tenant with adequate prepaid postage at the Premises during the Term (which Landlord address Tenant agrees shall be considered as Tenant's last known place of residence during the Term).

**34. REQUIRED AGENT DISCLOSURE.** As required by Section 35-9A-202 of the Act, Landlord is authorized by the Owner of the Premises to enter into this Agreement on behalf of the Owner and is further authorized to act for and on behalf of the Owner for the purpose of service process and receiving of notices and demands. The address of the Landlord is P. O. Box 020796, Tuscaloosa, Alabama 35401. Landlord reserves the right to change the identity and address of the Authorized Landlord Agent at any time and to notify Tenant of any such change.

**35. MERGER:** This Agreement, together with all Exhibits attached hereto and the Application, constitute the entire agreement between the parties, and this Agreement shall supersede all prior oral or written understandings. Each of the terms of the Agreement between the parties is expressly set out herein, or in said Exhibits, and no oral representation or agreement has been relied upon by either party as an inducement to entering into this Agreement. Except as specifically set forth in this Agreement or in the Exhibits attached hereto and the Application, or in the Act, Landlord shall otherwise not be bound or obligated.

**36. RULES AND REGULATIONS:** Tenant agrees that Tenant, and Tenant's family, guests, invitees, and subtenants, will abide by all of the Rules and Regulations which relate to the Premises and/or the Property, a copy of which are attached hereto as Exhibit "A". To the extent the Premises is included in a Condominium, a copy of the existing rules and regulations of the condominium association ("Association Rules and Regulations") are attached hereto as Exhibit "A- 1" and the same are also included in the definition of Rules and Regulations herein. Tenant acknowledges that Tenant's use and occupation of the Premises is subject to said Rules and Regulations and the Rules and Regulations are incorporated herein by reference. By signing this Agreement, the Tenant acknowledges that the Landlord has provided to the Tenant a copy of the Rules and Regulations, that Tenant has read and understands the same and that Tenant acknowledges that the Rules and Regulations are fair and reasonable and in the best interest of Tenant and the other residents at the Property. The Rules and Regulations may be modified from time to time in the reasonable discretion of Landlord. If so modified, Landlord will provide Tenant with notification as provided herein. To the extent that any modification works or results in a substantial modification of this Agreement, Tenant may be asked to provide written consent to such modification. Tenant acknowledges that any Association Rules and Regulations may be modified from time to time without any notice, consent or input from

Landlord or Tenant, but that Tenant shall comply with any such modification nevertheless. To the extent that any Association Rules and Regulations conflict with the Rules and Regulations attached as Exhibit "A", the conflicting provision of the Association Rules and Regulations shall prevail and control.

**37. REPAIR REQUESTS:** Tenant shall promptly notify Landlord in writing through the resident portal or in writing by providing notice to Landlord's mailing address any items or matters in the Premises which Tenant believes to be in need of repair or service by Landlord.

**38. TENANTS AND GUARANTORS:** The term "Tenant" as used in this Agreement shall refer collectively to all persons named and signing this Agreement as "Tenant" or "Guarantor", the use of the singular shall include the plural, the liability of each person shall be joint and several, and the agreement, action, inaction, instructions, or directions of or by any person included as a "Tenant" or "Guarantor" hereunder with respect to this Agreement or the Premises shall bind each and every such person included in such definition. For example, a person who is included as a "Tenant" hereunder may accept responsibility for completion of the checklist entitled "Move-In/Move-Out Condition Report". In this example, each and every person executing this Agreement as "Tenant" shall be bound by the action or inaction taken by such person with respect thereto. By way of another example, the providing by one person who is included as a "Tenant" hereunder of an address to which notices or deliveries to Tenant should be or may be made hereunder (including, without limitation, a forwarding address to which any security deposit refund or itemization with respect thereto may be mailed or delivered) shall be binding upon each and every person included as a "Tenant" hereunder. By way of another example, should a person included as a "Tenant" hereunder violate any term or condition of this Agreement, each and every person included as a "Tenant" shall be responsible for such violation. As a convenience to the individuals included as "Tenant" hereunder, Landlord may accept rent payments from one (1) or more of such individual(s) which may be less than the total amount(s) due. Any such payment(s) shall not constitute a release of the person(s) making such payment(s) or any other person(s) included in the definition of "Tenant" or "Guarantor" from the remaining amount(s) due hereunder. Notice given by Landlord to any person executing this Agreement shall bind and constitute notice to all persons defined as "Tenant" or "Guarantor" herein.

**39. JURISDICTION; VENUE; WAIVER OF JURY TRIAL:** The Laws of the State of Alabama including, without limitation, the Act, shall govern this Agreement and its interpretation and enforcement. The parties hereby agree that the exclusive forum for any legal dispute relating directly or indirectly to this Agreement, the Premises or the Complex shall be a state court of competent jurisdiction located in Tuscaloosa County, Alabama, and that such county shall be the exclusive venue for any dispute. TENANT AND GUARANTOR EACH WAIVE (AND WILL NOT REQUEST) ANY TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER ON OR WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, THE OBLIGATIONS OF LANDLORD, TENANT OR GUARANTOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE

**40. INDEMNIFICATION OF LANDLORD:** To the fullest extent permitted by the laws of the State of Alabama, neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property whatsoever, including any caused by burglary, assault, vandalism, theft or any other crimes: negligence of Tenant or others; wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster or other acts of God; any defects in the heating, gas, electricity, water, or sewer systems serving the Complex; any interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services serving the Premises or the Complex; the malfunction of machinery or appliances serving the Premises or the Complex; or any other cause which is not the direct result of the fault of Landlord or its Agent; and, to the fullest extent permitted by Prevailing Law, Tenant hereby expressly releases, waives, discharges and agrees not be sue Landlord, Agent and their respective officers, directors, shareholders, members, managers, agents, employees, representatives, affiliates, nominees, designees, successors and assigns (collectively the "Releasees") for any and all claims for such death, injury, damage or loss.

- A) In addition, to the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold harmless the Releasees for, from and against any and all liabilities, claims, suits, demands, losses, damages, fines, fees, costs or expenses (including reasonable attorney's fees, costs and expenses) asserted by any person (including Tenant, Tenant's guests and invitees, and their respective family members, personal representatives, heirs, agents and assigns) against the Releasees and arising directly or indirectly out of (i) any accident, injury or damage occurring in and around the Premises or in or about the Complex, resulting from any reason whatsoever (other than the acts of Landlord or its Agent); (ii) any activities of Tenant or Tenant's guests or invitees in and around the Premises or in or about the Community; or (iii) Tenant's

- failure to perform any covenant that Tenant is required to perform under this Lease.
- B) Furthermore, Tenant expressly acknowledges and agrees that the Complex contains various common areas, such as a clubhouse, swimming pool, tennis courts, fitness and tanning facilities, and other amenities made available by Landlord (the "Amenities"). To the fullest extent permitted by law, for himself or herself and any family members, personal representatives, heirs, agents and assigns, hereby acknowledges, represents, covenants and agree that: (a) the use of the Amenities by Tenant shall be at Tenant's own risk, and (b) Tenant assumes full responsibility for and risk of bodily injury, death or property damage or loss due to or arising out of, or related to, the Tenant's use of the Amenities. Tenant also hereby releases, waives, discharges and agrees not to sue the Releasees for any and all present and future liability to the Tenant and/or the Tenant's family members, personal representatives, heirs, agent and assigns, for any and all injury, loss, liability, damages or costs, and any and all claims, suits, causes or action or demands therefor, known and unknown, on account of injury to person or property or resulting in the death or disability of the Tenant, during or arising out of or related to Tenant's use of the Amenities and Tenant hereby agrees to indemnify, defend and hold harmless each of the Releasees for, from and against any and all injury, loss, liability, damage or cost Tenant may incur during, arising out of or related to the Tenant's use of the Amenities.
- C) The indemnification obligations of Tenant to Landlord under this Section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees or any other person be at fault and shall include all legal liabilities arising without fault. Notwithstanding the foregoing, this section does not exculpate or limit the liability or cost of the Landlord or Agent from any liability arising under law.

**41. PET POLICY:** PETS AND OTHER ANIMALS ARE PROHIBITED, UNLESS THE TENANT RECEIVES PERMISSION FROM LANDLORD IN WRITING. IF TENANT IS GRANTED THE OPTION OF KEEPING A PET IN THE PREMISES, THE TENANT SHALL PAY THE LANDLORD A NON-REFUNDABLE PET FEE IN THE SUM OF \$300.00 PER PET PERMITTED IN THE UNIT, PLUS AN ADDITIONAL MONTHLY RENT CHARGE OF \$25.00 PER PET. FAILURE TO REGISTER A PET WILL RESULT IN AN ADDITIONAL \$500.00 FINE.

- A) TENANT AGREES TO CREATE A PETSSCREENING PROFILE THROUGH [WWW.HAEDWARDS.PETSSCREENING.COM](http://WWW.HAEDWARDS.PETSSCREENING.COM) WHETHER OR NOT THE TENANT HAS A PET OR SERVICE ANIMAL.

**42. DEFINITION OF LAWS:** As used herein, the term "Laws" shall mean any and all laws, rules, regulations, ordinances, directives, orders and other matters enacted, promulgated, in force or effective by, for or with respect to any federal, state, local or other government, governmental authority, tribunal, agency or other body, and any political or other division or subdivision of any of the same including, without limitation, the Act.

**43. RELEASE OF LANDLORD LIABILITY UPON CONVEYANCE:** Upon any conveyance of the Property in a good faith sale to a bona fide purchaser, and upon notice thereof to Tenant, Landlord shall, except with respect to security recoverable by Tenant under §35-9A-201 of the Act and any prepaid rent, be relieved of any and all liability under the Agreement and the Act as to all events occurring thereafter. The bona fide purchaser may, at its sole discretion, reserve the right to cancel this lease by providing Tenant a sixty (60) day written notice to vacate in the event a sale is made of the Premises.

**44. BINDING AND JOINT AND SEVERAL OBLIGATIONS OF GUARANTORS:** By execution of this Agreement, each and every of the undersigned Guarantors: (a) agree to personally and jointly and severally guarantee the payment and performance of each and every duty, requirement, liability and obligation of each and every person included in the definition of "Tenant" under this Agreement; (b) acknowledge and agree that the above agreement by Guarantors constitutes a material inducement to Landlord to enter into this Agreement; and (c) that good and valuable consideration has been received by them for the guaranty provided hereby

**45. OBLIGATIONS TO SURVIVE:** Each and every obligation, liability and duty of Tenant and/or Guarantor which shall become due, or shall accrue, prior to the expiration or earlier termination of this Agreement, and the liability and obligations of Tenant to pay all cost, expense and damage arising as a result of Tenant's failure to pay or perform same, shall survive such expiration or earlier termination hereof.

**46. ALARM CODES:** In the event the Premises is equipped with any security/alarm system, Tenant shall provide Landlord with all alarm/security codes and other entry information.



**47. OTHER CHARGES:** Tenant shall pay any governmental levy, license fee, or lease receipts fee taxed, charged, assessed or imposed by reason of Tenant's occupancy of the Premises, or the rent received by Landlord from Tenant in connection with such leasing

**48. SMOKE DETECTOR DISCLOSURE:** Tenant acknowledges the following terms with regard to smoke detectors in the Premises:

- A) The alarm horn on the smoke detector lets Tenant know whether the detector is working properly.
- B) If the alarm sounds loudly and continuously when the test button is pushed, the unit is working properly.
- C) When the alarm is sounding (other than during a test) the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the combustion particles in the air are completely gone.
- D) If the alarm "chirps" periodically and there is no source of combustion particles present, it means that the alarm battery is weak and must be replaced immediately.
- E) Test the detector regularly (weekly is recommended) by pressing on the test button for up to 10 (ten) seconds until the alarm sounds.
- F) It is Tenant's responsibility to replace the alarm battery every 6 months and make sure that the unit is securely mounted on the wall or ceiling and is free of dust, cobwebs, etc.
- G) Tenant is responsible for the care and maintenance of the detector in the Unit and for maintaining fresh batteries for the detector.
- H) Tenant is also responsible for any damage done to the detector.
- I) If the detector is defective, Tenant should notify Landlord of this in writing immediately.

**49. MOLD AND MILDEW DISCLOSURE:** Definition: Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; often there is a musty odor present. Tenant agrees to reduce moisture, to use all air-conditioning in a reasonable manner, to keep Premises properly ventilated, and to use proper housekeeping so as to significantly reduce the chance of mold growth. Tenant agrees to regularly inspect the Premises for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord if Tenant detects leaks, mold or mildew within the Premises. Tenant agrees to clean and remove mold and mildew as part of Tenant's obligation to keep and maintain the Premises in good and clean condition. If Tenant desires specific mold and mildew cleaning instructions, such instructions will be made available by Landlord to Tenant upon request. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord so that Landlord can remove mold and mildew from those areas.

- A) PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - (a) Keep your dwelling clean, particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - (b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in the washing machine hoses and discharge lines- especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bathmats so they will completely dry out
  - (c) Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e.,

- humidity is below 50 percent) to help humid areas of your dwelling dry out.
- (d) It is your responsibility to promptly notify us in writing about any signs of water leaks, water infiltration or mold
  - (e) IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
    - (A) Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
    - (B) Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
    - (C) Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
    - (D) Washing machine hose leaks, plant watering overflows, pet urine, cooking or beverage spills and steam from excessive open-pot cooking;
    - (E) Leaks from clothes dryer discharge vents (which can put lots of moisture into the air);
    - (F) Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
  - (f) IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on-type household biocide, such as Lysol Disinfectant B, Pine-Sol Disinfectant (original, pine-scented), Tilex Mildew Remover B or Clorox Cleanup B. (Note: Only a few of the common household cleaners will actually kill mold. Tilex B and Clorox B contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets -provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. DO NOT CLEAN OR APPLY BIOCIDESTO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action. Complying with this section of your lease will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this section, please contact us at the management office. If you fail to comply with this section, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this section contains important information for you, and responsibilities for both you and us.
  - (g) TERMINATION OF TENANCY: Landlord reserves the right to terminate the Lease and Tenant agrees to vacate the dwelling unit if Landlord determines, in its sole discretion, that the Premises unit may pose a safety or health hazard to Tenant or other persons, and/or if Landlord determines, in its sole discretion, that the Tenant's actions or inactions are causing a condition which is conducive to mold growth.
  - (h) VIOLATION OF THIS PROVISION: IF TENANT FAILS TO COMPLY WITH THIS PROVISION, Tenant can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, Tenant's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity and Tenant shall be liable to Landlord and Owner for damages sustained to the Premises. Tenant shall hold Landlord and Owner harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this provision.

**50. RODENT, INSECT AND PEST INFESTATION:** Tenant may be held responsible for the expense to the Landlord for the cost of abating any rodent, insect or other pest infestation, including bed bugs, if the Landlord determines, in Landlord's sole and absolute discretion, that Tenant is the source or cause of any such infestation. The expense to the Landlord shall not be limited to the expense of abatement of such infestation in the Tenant's

Premises but may include the expense to the Landlord of the abatement of such infestation in other portions of the Property.

**51. Lead Based Paint:** Housing built before 1978 may contain lead-based paint. A copy of the required disclosure form and the pamphlet are attached to this lease and incorporated herein only if the premises were built prior to 1978. By executing a copy of this lease Tenant acknowledge receipt of said pamphlet.

**52. MISCELLANEOUS:**

- A) Each party shall execute such additional instrument as may be reasonable required by another party to carry out the intent of this Agreement.
- B) Any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- C) This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing, duly executed by all of the parties.
- D) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- E) All personal pronouns used in this Agreement shall include all genders, whether used in the masculine, feminine, or neutral gender. Singular nouns and pronouns shall include the plural, as may be appropriate, and vice versa.
- F) All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereon are held to be invalid or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.
- G) This Agreement shall bind the parties and their heirs, successors, assigns, next of kin, and personal representatives of Tenant and Guarantors. This Agreement shall inure to the benefit of the successors and assigns of Landlord.
- H) Time is of the essence as to each provision of this Agreement.
- I) This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it
- J) The terms "party" and "parties" refer to the parties of this Agreement, unless otherwise stated
- K) References to paragraphs, subparagraphs, and like subdivisions are references to such subdivisions of this Agreement, unless otherwise stated.
- L) Terms such as "hereof", "hereto", "hereunder", "herein", and the like refer to the entire Agreement and not only to the subdivision in which such terms appear.
- M) "Shall", "will", and "agrees" are mandatory; "may" is permissive.
- N) The remedies available to Landlord hereunder shall be cumulative and Landlord may pursue one or more of such available remedies without waiving the right to later pursue any other available remedies.
- O) The terms, conditions and provisions of the Exhibits attached hereto and the Application are incorporated herein by reference, are merged herein, and are a part of this Agreement.
- P) The execution of this Agreement by one (1) or more of the persons included as "Tenant" or "Guarantor" hereunder, but less than all of the same, shall bind the person(s) executing this Agreement notwithstanding that one (1) or more of such person(s) included in such definition fail to so execute.
- Q) The obligation of Tenant hereunder which become due, or accrue, during the term, but which are not fully performed by tenant during the Term shall survive the expiration or earlier termination of the Term.
- R) All actions arising out of or related in any way to this Agreement shall be brought before a court of competent jurisdiction sitting in Tuscaloosa County, Alabama without a jury. All parties to this Agreement acknowledge and agree that they hereby waive their right to a trial by jury on matters arising from or related in any way to this Agreement.

**53. ADDITIONAL PROVISIONS:**

- A) [Prospect.UserDefinedField("Lease Prep- Special Provisions to Lease")]
- B) Care and Maintenance Guidelines.
- C) The following items are provided to assist you in checking out of your leased Premises or condominium unit. So there will be no misunderstanding, approximate charges for repair and/or replacement are also listed.
- D) Landlord reserves the right to increase this charge substantially for units that are left extremely dirty and/or have suffered more than normal wear and tear, in the sole and absolute discretion of the Landlord. Residents are expected to clean out the Premises and remove all trash and debris from the Premises upon move-out.
- E) All appliances must be in working condition. Any appliance not working at time of move out will be replaced by Landlord. If Landlord deems a broken appliance to be caused by Tenant, then the Tenant will be charged the cost of replacement.
- F) AC/Heater, toilets, showers, and sinks shall all be in working order at time of move out. If there is a failure of any of these to be in working order upon move out, the resident will be charged the amount of the costs to repair.
- G) All light fixtures must be working at the time of check out. Listed below is the price for replacement.
  - (a) Regular bulb----- \$5.00
  - (b) Fluorescent light bulbs----- \$8.00
  - (c) Light globes range from----- \$10.00-\$30.00
- H) Chandelier and pendant lights----- \$100.00
- I) Ceiling Fans----- \$100.00
- J) Drip pans must be new or in new condition.
  - (a) Drip pan replacement per drip pan----- \$10.00
  - (b) Broiler pan replacement----- \$40.00
- K) Damaged shower curtain rod (where shower rods are applied)----- \$25.00
- L) Broken commode seat or lid----- \$30.00
- M) Damaged Smoke Alarms per alarm-----\$100.00
- N) Holes in ceiling----- \$25.00/hole
- O) Holes in any wall, other than small nail holes, will be based on repair cost. DO NOT FILL IN OR PAINT OVER ANY HOLES YOU MADE WITH NAILS OR HANGERS. Charges will be made and determined by our cost.
- P) Items not listed above are charged according to Landlord's replacement cost. (Towel bars, toilet tissue holders damaged or missing, etc.)
- Q) Replacement of mini blinds (depending on length and style) ----- \$50.00-\$200.00
- R) Failure to remove pet waste-----\$50.00 per incident.
- S) Premises/Mailbox keys----- \$75.00/key
- T) Remotes ----- \$100.00/remote
- U) In addition to the approximate costs set forth above, Tenant shall also be responsible for the labor necessary to make said repairs and/or replacements at a rate of \$77.00 per hour.
- V) Trash – Make sure trash is put in the dumpster. All boxes are to be broken down and placed inside the dumpster. \$60.00 fine for improper disposal of trash which includes putting trash bags next to the dumpster. Tenant may not place furniture or television sets in the outside dumpster. There is a \$250 fine for placing any furniture, bedding, or television sets in or around the dumpsters. No garbage cans, waste, refuse, supplies or other articles will be left outside in the halls, stair landings, breezeways or outside the dumpster. Removal of Tenant's items by Landlord will incur a charge of \$60.00 per bag/item that will be charged as additional rent to Tenant.
- W) Tenant acknowledges and agrees that it is Landlord's expectation that the Unit will be regularly and

continuously occupied by Tenant during the Term of this Lease. Further, Tenant acknowledges and agrees that Tenant is responsible for certain maintenance items as set out hereinabove and that damage to the Unit can occur if the Unit is not monitored and maintained on a consistent basis. To the extent that Tenant will be absent from the Unit for a period in excess of fourteen (14) continuous days, Tenant is required to notify Landlord so that Landlord may perform normal monitoring and maintenance of the Unit in the absence of the Tenant. Nothing contained herein shall require the Landlord to perform monitoring or maintenance of the Unit. Further, nothing contained herein shall diminish the Tenant's responsibility for maintenance of the Unit during the Term of the Lease.

- X) Tenant specifically acknowledges and agrees that Tenant has reviewed all of the Care and Maintenance Guidelines contained above.

The rest of the page is intentionally left blank. Signature page to follow.

In witness of the foregoing, the parties have executed this Agreement herein below.

**IMPORTANT NOTICE TO TENANT AND GUARANTOR:**  
**THIS IS A CONTRACT AND IT IS LEGALLY BINDING UPON YOU. READ IT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.**

In witness of the foregoing, the undersigned Tenant, Landlord and Guarantors acknowledge their acceptance of the terms of the foregoing Agreement and intent to be bound by the terms thereof.

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Landlord:

Lease prepared by [Prospect.UserDefinedField("Lease  
Prep- Lease Prepared by... (Initials)"]

X \_\_\_\_\_  
Landlord

Exhibit A-1

The Leased premises are rented "as is." You agree to take good care of the Leased premises and its fixtures, plumbing, furniture, and furnishings and to notify us immediately when any equipment, fixture, or portion of the premises is out of order or in need of repair. We will repair the premises to a habitable condition, with reasonable promptness when caused by your fair wear and tear or by forces beyond your control. You agree to immediately pay for repair of the premises when caused by your misuse or that of your family, employees, visitors or approved subtenants.

- a. To help promote health and safety, H.A. Edwards, Inc. has chosen to implement all managed units as "No Smoking". If resident and/or their guest choose to use tobacco type products inside the rental premises, resident will be responsible for all damages caused by such tobacco use. This includes, but not limited to, carpet cleaning/replacement, filtration system cleaning/replacement, painting, cleaning/replacing fixtures, appliances, or any attached item damaged by tobacco smoke.
- b. You are responsible for the cost of replacing all doors and door jambs broken, all glass broken, all window screens missing or broken, and all keys lost or broken regardless of the cause.
- c. No aluminum foil or other window treatments except blinds or drapes of a white or off white solid color or lined in a white or off white solid color, are allowed on windows. You agree not to install any hook, plant hanger, or other apparatus in the ceilings of the interior or exterior of the premises.
- d. You are responsible for maintaining heat at 55 degrees F. or warmer in the Leased premises (anytime the outside temperature drops below 33 degrees F.) Tenant is required to leave washing machine connections and all outside and inside faucets running (steadily dripping) anytime outside temperature drops below 33 degrees F. to prevent pipes from freezing. Repairing frozen or burst pipes will be charged to tenant.
- e. Before using a fireplace, tenant is responsible for obtaining both a safety inspection and cleaning of fireplace, chimney and flue by competent personnel. If physical repairs are indicated, you will immediately notify our office in writing.
- f. You will be charged for sewer or drain back-ups caused by flushing tampons, tampon applicators, sanitary napkins, disposable diapers, paper towels, sanitary wipes, toilet paper with aloe, or any other improper items down the toilet causing us to have to unstop your sewer lines. You agree to obtain and use a plunger to attempt to clear plumbing clogs inside the premises before calling for service. You will also be charged for stopped up or damaged drain lines due to grease, food, or any other improper items down the plumbing drains. Do not use Drano or any other liquid or crystal drain opener in any drains; instead use a plunger.
- g. We reserve the right to make any repairs that we consider necessary, but nothing herein shall be construed as requiring us to make any such repairs.
- h. You agree not to paint, wallpaper, apply adhesive stickers, remodel, or make any structural changes nor shall you remove or attach any fixtures without specific written permission.
- i. You are responsible for maintenance and cleaning of carpet and blinds after you move in; this includes frequent vacuuming of the carpet. In the event that it is determined that the carpet is in need of replacement upon your move out due to damage caused by you, we will prorate the carpet replacement value charged to you.
- j. Resident agrees to use dishwasher safe soap in the dishwasher. If Resident uses liquid dishwashing soap, such as Dawn or like thereof, resident shall be responsible for any damages that occur.
- k. Resident is to comply with all obligations imposed upon him/her under applicable building and housing codes to keep the leased premises as clean and safe as the conditions of the premises permit.
- l. You agree to replace all fuses and/or reset circuit breakers or relight pilot lights as necessary. You agree to pay for any service call for replacement of fuses or breakers caused by any appliance (space heater, microwave, hairdryer, etc.) owned by you.

- m. It is the Tenants responsibility to maintain and replace the air conditioner filter on a monthly basis. If we perform these functions for you, you agree to pay for the service charge.
- n. Tenant is responsible for damages caused by leaks or floods from tenant-owned washing machines or washing machine hoses. We strongly suggest you install new stainless steel braided hoses at the time you move in and inspect periodically.
- o. You are responsible for upkeep and cleaning of any patios and/or area reserved for your private use. Patios and/or balconies may not be used for storage of any personal items and/or indoor furniture; the patio and/or balcony is not to be used as storage space of any kind. We reserve the right to control outside storage of your property in any way deemed necessary or desirable to improve the exterior appearance of the complex property. The tenant shall not suspend any item including electrical party lights from the patio and/or balcony area. Tenant(s) shall not beat, shake, or clean any article outside the building or out of the windows or in the halls or corridors of the building.
- p. Tenant agrees not to use, nor store, barbecue grills on common walkways, personal balconies or covered patios. You agree to comply with State and International Fire Code that states for multi-family dwellings no hibachi, gas-fired grill, charcoal grill or their open flame similar devices used for cooking or any other purpose shall be used, stored, or kindled on any balcony or under any overhanging portion or within 10 feet of any structure. Listed electric grills or similar electrical apparatus shall be permitted.
- q. Yard sales are not permitted.
- r. Waterbeds are expressly prohibited.
- s. No signs, notices or advertisements shall be attached to or displayed by said Resident on or about said premises.
- t. Resident may not replace exterior light bulbs, including balcony and patio lights, with any other color other than standard white bulbs as approved by management.
- u. In the event this Lease covers a single-family residence, you agree to cut the grass and maintain the yard at your expense. After notice of improper care, we reserve the right to have the care completed at your expense.
- v. Residents agree to abide by any Homeowner Association rules and pay any fines as a result of non-compliance. If there are pools, fitness facilities, or other community amenities, the Resident is responsible for paying the appropriate fees if they choose to use such amenities.
- w. The Lessor, at its option, may void this Lease in the event any governmental authority requires any repairs or improvements other than those set forth in this Lease.
- x. You agree to obtain and display our parking decals on authorized vehicles and bicycles where required. Decals should be placed in the front windshield on the upper left-hand side. It is expressly understood and agreed that the parking space on the premises is for private passenger vehicles only. You shall have no right to park or store any boats, trailers, trucks, campers, or other vehicles on the premises without our written consent. Any such object so parked or stored may be removed at your expense. You hereby grant to us the undisputed right to remove and dispose of, at your expense, any inoperable vehicles or vehicle without current or valid tags, or any vehicles parked and not in regular use, placed on the premises by you, your guests or members of your family, which remain on the premises more than seven (7) days after notice to remove said vehicle from the premises is placed on said vehicle. You hereby waive any rights to notice other than that placed on the vehicle. You further agree that motorcycles, or motorbikes, bicycles or other wheel toys, shall not be parked or stored on porches, balconies, steps, walks, stairs or courtyards or common areas. You hereby agree that we may, without notice, remove, store or dispose of any automobile, motorcycles, motorbikes, etc., found in such location and waive any claim against us for such removal, storage and disposal. All vehicle repairs, including oil or fluid changes, are specifically prohibited on the property.
- Parking on the grass or lawn for any reason is strictly prohibited. This applies to any resident or guest.** Residents are responsible for paying parking fines imposed on their guests. Any vehicle in violation of this Agreement will be charged a fee of **\$75.00**. Second offense Fee will be **\$100.00**. Third offense will result in loss of security deposit and may be considered just cause for eviction. Any questions regarding appropriate parking areas



should be addressed with a property manager prior to lease agreement. No commercial vehicles may be parked on premises, including anything larger than 2 axels.

y. You are responsible for maintaining heat at **55 degrees F.** or warmer in the Leased premises (anytime the outside temperature drops below 33 degrees F.) Tenant must keep the Leased premises below 80 degrees F anytime the outside temperature is above 80 degrees F. Tenant is required to leave washing machine connections and all outside and inside faucets running (steadily dripping) anytime outside temperature drops below 33 degrees F. to prevent pipes from freezing. Repairing of frozen or burst pipes will be charged to tenant.

z. For Single-Family Homes, Residents are responsible for all regular landscaping maintenance, including all mowing, trimming, weeding, disposal of clippings, maintaining bushes, shrubbery, trees, and regular watering of all lawns on the premises during the term of the lease. This includes but is not limited to Mowing of up to 6" of grass, edging along driveways and sidewalks, Trimming of bushes and shrubs (< 6' in height), and Removal of standard yard debris (small twigs, non-seasonal falling leaves, pine needles). If you receive 2 HOA notices or 2 violation notices from H.A. Edwards, Inc. in a 12-month period related to lawn maintenance you will be automatically enrolled into a routine cut at your expense.

FEE SCHEDULE ADDENDUM

<b>Abandoned Property Removal</b>	<b>Market Rate</b>
ACH/eCheck	\$2.95
Administrative Fee	\$200/bedroom
Cash	Not accepted
Discover, gift cards, prepaid cards	Not accepted
Failure to Vacate Fine (Daily Fine)	\$100/day
Failure to Vacate Fine (Initial Fine)	3 Month's Rent or Landlord's Lawful Damage (whichever is greater)
Key or Fob Replacement Fee (Building/Clubhouse)	\$125.00
Key Replacement Fee (Apartment/House)	\$100.00
Key Replacement Fee (Mailbox)	\$75.00
Late Fee Additional on the 11th Day of the Month	20% of Installment
Late Fee on the 4th Day of the Month	10% of Installment
Lease Violation – Utilities Fine	\$50/bill received
Liability Insurance Policy if Resident does not provide proof	See Liability Insurance Provision
Lockout Fee	\$150.00
Maid Service	Market Rate
Monthly Pet Rent (If Applicable)	\$25.00
NSF Fee	\$50.00 plus all fees, fines, charges, penalties assessed by bank
Parking Pass Replacement Fee	Property Specific- ranges from \$150-\$500
Pet Fee (Per Pet)	\$250.00
Pet Violation Fee (Per Pet)	\$500.00 + \$25/day after resident notification sent
Property Rules and Regulations Violation Fee	\$50.00 Minimum, Up to \$100 per violation
Re-Let Fee	\$100.00 Admin Fee + Leasing Fee equal to One month of Rent Payment
Turn Services Fee	\$200 per bedroom
Unauthorized Guest Fee	\$100.00/day
Visa, Master Card, Diners, Discover (Debit/Credit)	Processing Fee based on card and amount charged. Fee varies.