

This instrument prepared by:
Jeffrey C. Smith
Rosen Harwood P.A.
2117 Jack Warner Parkway
Tuscaloosa, AL 35401
205/344-5000

BLAKENEY PROPERTIES, LLC
P. O. Box 2726
Tuscaloosa, Alabama 35403
Phone (205) 345-8880
Fax (205) 349-0900

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease"), made and entered into this _____ day of _____, 20____ by and between Blakeney Properties, LLC, (the "Landlord"), and the following:

(collectively, the "Tenant").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, under the terms of this Agreement, the property described as follows.

TUSCALOOSA, AL

(The "Property"); and

The parties hereto covenant and agree as follows:

1. **TERM.** The term of this Lease shall be for a period of _____ months, commencing on the _____ day of _____, 20____, and ending at midnight on the _____ day of _____, 20____, (the "Lease Term").

2. **RENT.** Tenant agrees to pay Landlord an annual rent of \$_____ payable in equal monthly installments of \$_____, in advance each month without demand, commencing on the first (1st) day of the first (1st) month of the Lease Term, and on the first (1st) day of each and every month thereafter during the term of the Lease. In the event that the lease term shall commence on a date other than the first day of the month, the amount of rent payable for the first month shall be prorated.

Tenant shall pay the rent to Landlord at the due date of the rent at the office of Landlord or main office located at:

BLAKENEY PROPERTIES, LLC
3519 GREENSBORO AVENUE
TUSCALOOSA, AL 35401

Or Tenant may mail it to the Landlord's post office box at:

P.O. BOX 2726
TUSCALOOSA, AL 35403

3. **RULES AND REGULATIONS.** Tenant agrees to abide by the Rules and Regulations attached hereto as Exhibit A and incorporated herein.

4. **WORTHLESS CHECK SERVICING CHARGE.** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of \$40 to partially cover increased administrative and handling expenses, AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments must be paid by money order.

5. **ADDITIONAL RENTS, LATE CHARGES.** Tenant agrees to pay unto Landlord all sums provided for in this Agreement. If Tenant fails to pay the required rent and any additions thereto by the **fifth (5th) day** of the month in which it is due, Tenant shall pay a late fee of ten (10%) percent of the rent payment and other payments then due. If the fifth (5th) day of the month falls on a weekend or holiday, rent shall be paid without penalty on or before the last business day preceding the 5th. The assessment for payment of such fees and interest shall not relieve Tenant of its responsibilities to pay rent and other expenses as provided in this Agreement.

6. **SECURITY DEPOSIT.** Landlord and Tenant agree that Tenant will deposit with Landlord the sum of \$ _____ on the date of or prior to the commencement of the term of this Lease, to be held without interest, as security for the payment of any damages to the Property, and for any and all sums of money for which Tenant shall or may become liable to Landlord under this Agreement, and for the faithful performance of Tenant of all other covenants and agreements under this Lease. This security deposit will be returned to Tenant within thirty-five (35) days after the termination or expiration of this Lease, and any renewal thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements imposed upon Tenant. The tenant shall notify Landlord of the address and phone number where Tenant can be reached after the termination of the Lease. If the Tenant fails to provide such information, the deposit may be mailed to the Tenant at the address of the property. One hundred eighty (180) days after the termination or expiration of the Lease, Tenant will be deemed to have relinquished its right to the security deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Landlord against the Tenant under the provision of this Lease.

7. **PETS.** Tenant agrees not to bring any pets on the premises without specific permission in writing from Landlord. Permission may be obtained, at the discretion of the Landlord, if the Tenant agrees to pay an additional non-refundable fee of \$300.00 to Landlord, which shall serve as additional security for any damages caused by any pets upon the premises. If permission is given, the Tenant may maintain one (1) pet weighing no more than twenty (20) pounds. The Tenant agrees to keep the pet on a leash whenever outside the leased unit and remove any pet waste from the property. Tenant shall be responsible for all damages caused by or attributable directly or indirectly to such pet. The sums paid as additional security pursuant to this section shall be accounted for and returned to the Tenant at the termination of the lease pursuant to the terms and conditions outlined in Section 7 above. In the event any such animal is kept on the Property without written permission from Landlord, Tenant shall pay the sum of ten and 00/100 (\$10.00) to Landlord each day until said animal is removed from the Property as a pet fee and the parties agree that this is reasonable.

8. **EXAMINATION OF PROPERTY.** Other than the habitability of the Property, neither Landlord nor its agents have made any representations with respect to the residence, land, or any of the leased Property except as expressly set forth herein. Tenant has examined the leased Property, and the taking of possession of the leased Property by Tenant shall be conclusive evidence that **Tenant accepts the leased Property "as is"** and that the leased Property was in good condition at the time possession was taken. Tenant is satisfied that the Property does not have mold or does not have mold to the extent that it bothers Tenant or in any way affects Tenant's enjoyment of the Property. Tenant agrees to be responsible for maintaining the Property so that mold does not develop or grow to the point of causing any problems. In accordance with the Addendum to this Agreement, Tenant shall be responsible for any and all cleaning, treatments or other services required to address, remove or alleviate any mold in the event that mold is found to be a problem on the Property.

9. **USE OF PROPERTY.** The Property shall be used and occupied solely as a private dwelling for

Tenant and Tenant's immediate family, said occupancy not to exceed three (3) persons, and in no event shall the occupancy exceed the maximum number allowed by law or ordinance. No other adults not listed on the Lease shall occupy the Property. Tenant agrees that Tenant, Tenant's family, agents, guests, employees, and invitees, at all times, shall fully comply with all covenants, agreements, conditions, rules and regulations, which are part of this Agreement.

10. **CARE OF PREMISES.** The Tenant shall:

- comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit;
- refrain from any hazardous act which may cause fire;
- dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- properly care and maintain the smoke detector(s) in the leased unit, including checking the detector(s) on a regularly basis (**weekly is recommended**), and notifying Landlord immediately if the detector(s) is not working properly;
- keep all plumbing fixtures in the dwelling unit or used by the Tenant as clear as their condition permits;
- use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances including elevators in the premises;
- not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises; or knowingly, recklessly, or negligently permit any person to do so; and
- conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

If the Property is a single family residence, Landlord shall be responsible for maintaining all fans, icemakers, garbage disposals, heating and air conditioning units, drains, locks, and dishwashers located in the Property.

Tenant further agrees that if the Tenant willfully neglects to make said repairs or maintain the premises, the Landlord shall be entitled to injunctive relief and reasonable attorneys fees arising from the Tenant's failure to maintain the premises.

All repair requests must be in writing and dated, with a return telephone number and email address. Tenant shall pay the expense of replacing all glass broken, replace all keys lost or broken and maintain the Property in the same condition as the same were in when the term commenced, or may be put in during the term.

Tenant shall be responsible and liable for any injury or damage done to the Property, or the building in which the same are located, by Tenant or any occupant of or other persons whom Tenant permits to be in or about the Property.

11. **MAINTENANCE AND REPAIRS.** Unless otherwise agreed by the parties, Landlord, at its

expense, shall keep the property in good order and condition (except for normal wear and tear) and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property unless otherwise agreed by the parties in this agreement or attached hereto. The Landlord shall:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep all common areas of the premises in a clean and safe condition;

Landlord will not be responsible for any costs of repairs or maintenance which are directly or indirectly attributable to the intentionally negligent acts or omissions of Tenant, Tenant's family, guests, agents, invitees, or employees; such expenses or costs being the sole responsibility of Tenant.

Tenant shall perform reasonable periodic inspections of the Property, and Tenant shall notify Landlord of any problems or conditions which require or may require repair or maintenance.

12. **APPLIANCE AND/OR EQUIPMENT FAILURE.** Except as otherwise provided in the Act, Landlord shall not be liable for injury, loss or damage to the person or property of Tenant caused by the elements, or by steam, gas, electricity, water, rain or snow which may leak or flow from any part of the Property or from the pipes, appliances or plumbing works of the same or from any other place, or by falling plaster, or by defects in the Property or in any improvements, alterations or repairs now or hereafter made thereto, or by any act or thing heretofore or hereafter done or omitted by Landlord unless caused by the negligence of Landlord.

Should any defect arise in the equipment, including fixtures and plumbing, or appliances belonging to the Property, Landlord shall have a reasonable time after notification in writing to determine its responsibility, and in the event Tenant is not liable for repairs and/or replacement, due to misuse by Tenant or Tenant's family, agents or approved subtenants, Landlord will repair such defect within the time as provided in the Act or within a reasonable time.

13. **ALTERATIONS.** Tenant shall neither make nor permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws, codes and ordinances. Once made, Tenant shall not remove, alter or destroy such alterations, improvements, and additions without the prior written consent of Landlord. All alterations, improvements, and additions made subsequent to the execution of this Agreement shall become the property of Landlord and shall be surrendered with the Property at the sooner of the termination or expiration of the Lease. However, if before the expiration or termination of this Agreement or within sixty (60) days thereafter, Landlord directs Tenant to remove any of its additions, improvements, fixtures, or installations, Tenant shall promptly do so and repair any resulting damage. If Tenant fails to effect such removals or make such repairs, Landlord may do so at Tenant's expense.

14. **ACCESS TO PROPERTY.** Landlord, its agents, representatives and employees, at all reasonable times, may enter said Property for the purposes of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said Property, (3) exhibiting the Property to prospective tenants, purchasers, or other persons, and (4) accessing Landlord's other property, to decorate, remodel, alter, and otherwise prepare the Property for reoccupancy, and any entry by or on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any right of Tenant, and shall not alter the obligations of the Tenant hereunder or create any right in Tenant adverse to the interests of Landlord. Rent shall not abate in any manner during any permitted entry. Unless impractical to do so, Landlord shall provide at least two (2) days' notice of the Landlord's intent to enter the premises by posting notice on the door of the residence or by contacting the Tenant either in person, via telephone or email, of the intent to enter and may enter only at reasonable times. In the event of

an emergency Landlord may enter the premises without the consent of the Tenant.

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

(a) If the Tenant or Tenant's guests or occupants violate Landlord's rules and Regulations (see Exhibit "A" attached hereto), acts so as to affect the health and safety of the premises, gives any false or incorrect answers in a rental application, the Landlord may terminate Tenant's right of occupancy by giving Tenant notice of the act or omission constituting the breach and that this lease will terminate on a date not less than fourteen (14) days from the date of the notice.

(b) If the Tenant or Tenant's guest or occupants violate applicable federal, state or local laws, including any violation of criminal laws regardless of whether such a violation occurs on or off the premises, or is or becomes a registered sex offender as defined by state or federal law, Landlord may terminate this Lease after providing written notice of the violation and of Landlord's intention to terminate this Lease within seven (7) days.

(c) If the leased Property becomes vacant or deserted for a period of fourteen (14) days without prior notice to the Landlord of the extended absence of the tenant no later than the fifth day of the extended absence, the Landlord may enter the premises, and relet the premises.

(d) If rent is unpaid when due and the Tenant fails to pay rent, together with any accrued late fees, within seven (7) days after receipt of written notice to terminate the lease for nonpayment and if the rent, together with any accrued late fees, is not paid within the 7-day period, the Landlord may terminate the rental agreement at the expiration of the 7-day period. If noncompliance of any condition of the Lease Agreement occurs under any other subsection in addition to this subsection (e), the 7-day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

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

Eviction or recovery of the premises by Landlord, for any reason, will not relieve Tenant of any obligations under this Lease.

Tenant understands that Tenant may be responsible for all of Landlord's costs, attorney's fees, and expenses associated with the enforcement of this agreement pursuant to § 35-9A-421(c) Code of Alabama (1975).

16. **REMEDIES, DEFAULT, AND WAIVER.** Tenant agrees that all remedies herein given to Landlord, including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Landlord shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Landlord, expressed or implied, or any breach of any term, covenant, or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, condition, or covenant hereof. The failure to enforce strict performance of any of the conditions of this lease or to exercise any option given to Landlord shall not be

considered a waiver or relinquishment of any of the rights contained herein, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture.

17. **SURRENDER OF PROPERTY.** At the expiration or termination of the tenancy hereby created, Tenant shall surrender the leased Property in the same condition as the leased Property was in upon delivery of possession thereto under this Lease with any additions thereto as provided in this Lease, reasonable wear and tear excepted, and shall surrender all keys for the leased Property to the Landlord at the place designated for payment of rent. Tenant's obligation to observe this covenant shall survive the expiration or other termination of this Lease.

18. **HOLDING OVER.** Should Tenant continue in possession of the Property after the termination or expiration of this Lease and, provided that Tenant is not deemed to have renewed the Lease for another term, or provided Landlord has waived such provision in writing, then, in the absence of a written agreement to the contrary, the Landlord may bring an action for possession and the Tenant shall be responsible to the Landlord for an amount up to three (3) months' rent or the actual damages sustained by the Landlord, whichever is greater, and reasonable attorney's fees. If the Landlord consents in writing to the Tenant holding over, the tenancy shall be month-to-month and the same terms and conditions of this Lease Agreement shall apply during the holdover period.

19. **UTILITIES AND TAXES.** Landlord shall not be required to furnish to Tenant any facilities or services of any kind, including, heat, gas, hot water, electricity, light, and power. Tenant shall procure and pay for all electricity, gas, and other utilities. Tenant agrees that any increases in property taxes, license taxes, rental taxes and governmental charges of any kind shall result in a proportionate increase in rents to the Tenant. Such increases shall be made without notice to Tenant.

20. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign or sublet the Property, or any part thereof, without written consent from the Landlord. If by consent the Property are sublet, Tenant agrees to pay to Landlord's agent a service charge equal to three percent (3%) of the remaining rent due under this Agreement to its expiration, or a minimum of twenty-five and 00/100 (\$25.00), whichever is greater, and if sublet by Landlord, Tenant agrees to pay Landlord an additional fee in the amount of the security deposit, and Tenant consents to Landlord's retaining the security deposit as payment of this sub-leasing fee.

21. **INSURANCE.** Tenant understands that Hazard Insurance purchased by the Landlord covering the building may or may not cover Tenant's possessions, contents or inventory, and that Tenant shall be responsible for obtaining insurance with respect to same, in amounts and coverages as Tenant shall deem appropriate.

22. **GUARANTORS.** A Guarantor will be required for all applicants and residents under the age of nineteen (19). A Guarantor may be required, as determined by the Landlord, for any applicant who cannot prove adequate income, full-time employment, or acceptable credit or rental history to the Landlord's satisfaction. Each Guarantor will be required to fill out an application, provide the information required and be approved prior to the applicant's acceptance. Tenant understands and agrees that any guarantor shall be separately and severally responsible for any and all sums due under this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties and includes all agreements, oral or written, between the parties. This Agreement may only be modified by written instruments executed by both parties or by express provision contained herein. Tenant acknowledges that Landlord, its agents and representatives have made no representations, warranties or promises with respect to any of the Property except as expressly set forth herein. Further, no agent, manager or representative of Landlord shall have the authority to modify the terms of this Agreement without the express written consent of Landlord's senior officers or members.

24. **SEVERABILITY.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provisions shall be either modified to conform to law consistent with the intent of this Agreement or considered severable, with the remaining provisions hereof continuing in full force and effect.

25. **TIME IS OF THE ESSENCE.** For the performance of all obligations and actions required of Tenant under this Lease, time shall be considered to be of the essence.

26. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties.

27. **JOINT AND SEVERAL LIABILITY.** It is expressly understood and agreed that if this Lease is executed by more than one Tenant and/or Guarantor, each Tenant and/or Guarantor is individually as well as jointly liable for all the obligations of this Lease.

28. **LIABILITY AND INDEMNITY.** Landlord shall not be liable to Tenant or the Tenant's family, employees, guests, or any other person. Landlord shall not be liable for loss or damage to the Property or in the lands and buildings constituting the rental complex or dwelling whether due to theft, burglary, vandalism, or other criminal act, or suffered by reason of fire, water, rain, hail, lightning, explosion, or other cause.

29. **GOVERNING LAW.** This Agreement and the rights of all parties thereto, shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama. It is agreed that any legal action or other proceeding against or between any of the parties shall occur in Tuscaloosa County. Each party waives personal services of all process provided that such process is delivered by certified mail in the manner provided for notices in §35-9A-461(c).

30. **DISPUTE RESOLUTION/ARBITRATION.** The parties agree that all disputes where the amount in controversy does not exceed \$10,000.00, or the Landlord merely seeks possession of the premises, shall be resolved in a Court of Competent Jurisdiction without a Jury. As such the **parties here expressly waive the right to trial by jury** for such claims and controversies that do not exceed \$10,000.00.

For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this agreement, the Landlord Tenant relationship created by this agreement, and any and all other disputes whatsoever between the Tenant and the Landlord, its agents, servants, employees, insurers, and assigns shall be resolved through a process of Binding Arbitration pursuant to the Rules of the American Arbitration Association. A copy of these rules and a further explanation of Arbitration and how it works is available at the American Arbitration Association's website at www.ADR.org.

31. **CONSTRUCTION.** 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 20____.

LANDLORD:

TENANT & CO-SIGNER:

DATE

TENANT **DATE**

TENANT **DATE**

TENANT **DATE**

CO-SIGNER **DATE**

CO-SIGNER **DATE**

CO-SIGNER **DATE**

