

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

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

RESIDENTIAL LEASE AGREEMENT
(Pending Approval of Application)

State of Alabama
Lee County

LANDLORD:

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

TENANT:

PREMISES: _____

Lease Date: _____, 20 ____	Lease BEGINS _____ Lease ENDS _____ Total Rent \$ _____	PAYABLE IN ____ Installment of \$ _____ ____ Installments of \$ _____ Final Installment of \$ _____ Security deposit \$ _____
-------------------------------	---	---

- 1. NOTICE:** This is a **JOINT AND SEVERAL** obligation and a **SINGLE PAYMENT ONLY** lease. When there is more than one Tenant, lessees must make **ONE** payment each month for the full amount of monthly rent, and each is bound by all terms and conditions of this lease. Default in payment of rent or any other provision of this lease by any Tenant shall be deemed a default by all.
- 2. Rent, Added Rent**
The rent payment for each month must be paid on the first day of that month at Landlord's address above. Landlord need not give notice to pay the rent. Rent is considered paid when received in Landlord's office, regardless of date postmarked if mailed. Rent must be paid in full and no amount subtracted from it. The first installment of rent is to be paid on the beginning date of the Lease. Tenant may be required to pay other charges such as fines, late fees, etc. to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent. The whole amount of rent is due and payable at the beginning of the lease term. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable. All prorated rents to be calculated on a 30-day month basis.
- 3. Late Fees/NSF Fees**
Any portion of rent remaining unpaid on the 5th day of the month shall incur a late fee of \$50.00. Any portion of rent remaining unpaid on the 10th day of the month shall incur an additional late fee of \$50.00. Tenant shall pay a fine of \$30.00 for any check returned by Tenant's bank "unpaid" for any reason; in addition, Tenant shall pay the applicable late fees resulting from the "unpaid" check.
- 4. Occupancy/Use**
The premises shall be occupied by the above-named Tenant(s) only, together with spouse and unmarried children of that party, if any. An occupant is defined for this lease as any person who stays in a unit three or more nights per week. Unauthorized occupancy constitutes a lease default; if the Landlord authorizes an unauthorized occupant, rent will increase on a pro-rata basis and will be applied retroactively to the beginning of the lease term. The premises shall be used as a private residence only. The Tenant agrees to comply with all laws and ordinances of the City affecting the use or occupation of the leased premises, and the streets, alleys and parking areas around the same; and the Tenant will by no act or omission render the Landlord liable for any violation of such City law or ordinance; to permit no waste of the property, but on the contrary to take good care of same, and, upon termination of this lease, to surrender possession of same without notice, in as good condition as at the commencement of the term, or as it may be put in during the term. Tenant may not do anything that may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.
- 5. Possession**
The Tenant has the right to occupy the property for the term of the lease as stipulated above. Landlord does not warrant that Tenant shall be offered the opportunity to extend or renew the lease beyond its expiration date. **THE TENANT HEREBY AGREES TO VACATE THE LEASED PREMISES AND DELIVER ALL KEYS AND THE COMPLETED CHECK-OUT FORM TO THE OFFICE OF FOLMAR REALTY DBA FIRST REALTY NO LATER THAN 9:00 A.M. ON THE DATE THAT THE LEASE ENDS. FAILURE TO DO SO WILL RESULT IN A \$50.00 PER HOUR HOLDOVER CHARGE.** Every effort will be made to grant Tenant occupancy on the date specified in the lease; however, Landlord shall not be liable in the event that the previous occupant fails or refuses to surrender and vacate the premises until Landlord has had a reasonable time to lawfully regain possession of said premises. Furthermore, if the premises is surrendered in a condition deemed unsatisfactory by Landlord, Tenant shall take possession, rent shall commence, and Landlord shall have a reasonable period of time in which to do the necessary cleaning and/or repairs. Repainting shall be at the discretion of the Landlord.
- 6. Assignment/Subletting/Roommate Changes**
Tenant covenants not to assign, sublet or transfer said premises, or any portion thereof, without the written consent of the Landlord. In the

event that Landlord does agree to assignment, subletting, transfer of the lease, or roommate change, Tenant shall pay to Landlord an administrative fee of the amount stated on the sublease form.

7. Deposits

All deposits are to be held by the Landlord as security for the faithful performance of the terms in this agreement. A deposit refund or a written accounting shall be mailed to Tenant within the timeframe specified by the landlord/tenant law. Outstanding repair bills may warrant a delay in disposition of the deposit. Further, it is understood and agreed that the security deposit is not advance payment of rent and is not to be deducted by Tenant from rental payments hereunder; and the deposit may be forfeited to Landlord for any breach of this lease agreement. Forfeiture of deposit does not relieve or limit Tenant from any obligation or liability in this agreement. Due to the extraordinary turnover of rental units at the beginning of Fall Semester each year, the demand and charges for cleaning services are extremely high. If it is necessary for Landlord to clean the premises at the termination of this lease, or repaint or repair damage caused by Tenant, Tenant shall bear the expense of said cleaning (minimum charge \$75.00) and repainting/repair as well as an administrative fee of \$50.00 payable to First Realty for handling the cleaning/painting/repair. All tenants will be charged for carpets to be professionally steam cleaned. Tenant can have the carpets professionally cleaned prior to checkout, using a vendor approved by Landlord. Tenant must supply Folmar Realty dba First Realty with a receipt from the vendor to avoid duplicate charges. No carpet cleaning by other than a professional carpet cleaner approved by Landlord will be acceptable. A cleaning/checkout form, which details the steps Tenants are expected to take to restore the unit to its move-in condition and thus ensure maximum deposit refund, shall be attached to this lease and form a part of this agreement. Tenant shall be liable for all costs plus administrative expenses incurred by Landlord in restoring the premises to move-in condition at the inception of this lease along with any improvements or repairs made by Landlord during the duration of this lease.

8. Tenant's Liability

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

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

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

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

E. Use of shower curtains is mandatory. Tenant agrees to permit no waste of furniture provided by Landlord, and to return the same to Landlord in as good condition as at the beginning of lease or as it may be put in during the term, subject only to reasonable use and wear thereof.

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

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

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

9. Landlord's Liability

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

10. Alterations

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

11. Inspections

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

12. Tenant's Defaults And Landlord's Remedies

A. Landlord may give written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or unauthorized occupancy.
3. Improper conduct by Tenant or other occupant of the Premises; misstatements or untruthful information on application.
4. Abandonment of the Premises.

5. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within seven days after notice, Landlord may cancel the Lease and effect an eviction. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time after notice, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use unlawful detainer, eviction, or other lawful means to restore possession of the Premises to Landlord.

D. If the Lease is cancelled or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give reasonable allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting, and re-leasing fee, cost of repairs, broker's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the balance Tenant owes. Tenant waives all rights to return to the Premises after the Landlord had assumed possession of the premises.

E. If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

13. Legal Venue

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

14. No Pet Clause

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

15. Attachment

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

16. No Waiver

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

17. Full Force And Effect

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

18. Terminology

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

19. Parking

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

20. Notice

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to Folmar Realty dba First Realty at the address above or to the owner, _____, care of Folmar Realty dba First Realty, at the address above. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

21. Counterparts

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

22. Space "As-Is"

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

23. Lockouts

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

24. Special Stipulations

25. Addenda: NOTE -Minimum fine of \$50.00 for breach of any addendum

Addendum A: No portable dishwashers, washing machines, or dryers may be brought in or used in any apartment. No laundry is to be visible outside of any property, hanging or otherwise, at any time.

Addendum B: Tenant shall not keep or have on or about the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Addendum C: No cooking device (including any grill fueled with charcoal, electricity, gas, or wood) shall be used under any covered area, such as a porch, garage, carport, or storage shed. No charcoal or wood grills shall be kept or used on or in close proximity to any deck or wall. Charcoal ashes must be disposed of responsibly.

Addendum D: Landlord shall provide one working phone and cable connection to the unit; beyond that, Tenant shall be responsible for phone, cable and Internet accessibility and shall bear the cost of any interior modification to those systems.

Addendum E: APARTMENTS ARE EQUIPPED WITH SMOKE DETECTORS FOR THE PROTECTION OF TENANTS. TENANTS ARE REQUIRED TO TEST THEIR DETECTORS AT MOVE-IN AND MONTHLY THEREAFTER TO INSURE THAT THEY ARE OPERABLE AND TO IMMEDIATELY REPORT ANY PROBLEMS TO MANAGEMENT; IT IS THE RESPONSIBILITY OF TENANT TO REPLACE BATTERIES. TENANTS MAY NOT DISABLE A SMOKE DETECTOR AT ANY TIME FOR ANY REASON. Any detector disabled by Tenant will be repaired/replaced at Tenant expense.

Addendum F: Tenants are expected to respect the rights and interests of those living nearby. No loud music, outdoor parties, keg parties, underage drinking or other illegal behavior will be allowed and may lead to notification of proper authorities and eviction. THE LANDLORD WILL ACT AS SOLE ARBITRATOR IN NOISE AND OTHER "LIFESTYLE" COMPLAINTS AND THE OFFENDING PARTY(S) IN THE SOLE JUDGMENT OF THE LANDLORD WILL BE TREATED AS IN ANY OTHER INSTANCE OF DEFAULT OF THE LEASE AGREEMENT, AND MAY BE WARNED, FINED, OR EVICTED.

Addendum G: Air conditioning and/ or heat must be kept on at all times to avoid humid conditions inside the property.

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

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor /Date

Lessee(s)/Date

Agent/ Date

Lessee(s)/Date

I CERTIFY THAT I HAVE THOROUGHLY READ THIS CONTRACT AND UNDERSTAND IT. I CERTIFY THAT I AM AT LEAST 19 YEARS OF AGE. In witness whereof, the respective parties have hereunto set their hands and seals on the lease date first set forth above.

FOLMAR REALTY dba FIRST REALTY
PROPERTY MANAGEMENT, AGENT FOR LANDLORD

Agent

Tenant

Tenant

Tenant

Tenant