

# Lions Place Lease

Tenant Name \_\_\_\_\_

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Tenant initials

\_\_\_\_\_  
Landlord's initials

Date of Lease:	Base Rent: _____	Lease Term Begin Date _____ End Date _____	Check one: New Lease _____ Renewal _____ Transfer _____
Leased Premises LION'S PLACE FLORENCE, ALABAMA House# _____ Bedroom# _____  <b>( ) check if unassigned</b>	Total Monthly Rent: _____	Should you be allowed to move in early, the rent due prior to the Beginning Date will be the per diem rent amount calculated by dividing the Total Monthly Rent by 31 days and Multiplying that per diem by the number of days you moved in prior to beginning of the Lease Term	Security Deposit _____ Utility Deposit _____ ( applicable only if landlord is paying utilities)  Other Deposit _____
	Monthly Term Lease: \$ _____ per year	Hassle Free Move- Out Fee: _____ Covers touch up painting, carpet shampoo, & general cleaning.	Total Deposit: \$ _____

OFFICE: 1-256-766-6992  
Emergency: 1-256-710-1632  
1-256-349-0000

Resident \_\_\_\_\_  
Phone number \_\_\_\_\_

**Landlord: Real Property Management**  
**500 E. Tennessee Street**  
**Florence, Alabama 35630**

Address \_\_\_\_\_  
\_\_\_\_\_ zip \_\_\_\_\_

**Mailing address: P.O. BOX 183**  
**Florence, Alabama 35631**

We are pleased to rent the above described Lease premises to you. This lease is the entire agreement between you and us and may be modified only in writing. As used in this lease, "you" or "your" means the resident (tenant) whose name appears and us means the "Landlord". "Premises or House" means the entire house including the associated common areas. **BY EXECUTION OF THIS LEASE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL PROVISIONS CONTAINED IN IT.** This lease is executed by the Resident and the Landlord to the date set forth above as "date of lease".

Landlord does this day rent unto Resident the Leased Premises described above and further defined in paragraph (1) below. The same to be used and occupied by the resident as a residence and for no other purpose whatsoever for the term and for the agreed upon monthly rental described herein. This Agreement is a **usufruct** by definition (The right to use and enjoy the profits and advantages of something belonging to another as long as the property is not damaged or altered in any way) under Alabama Law and does not create an interest in estate in real property.

Resident's signature \_\_\_\_\_ Landlord's signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

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Tenant initials

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**1. DECRPTION OF LEASED PREMISES:** Landlord leases to Resident and Resident leases from Landlord the leased premises described above. The leased premises consists of the exclusive use and occupancy of the bedroom indicated above in the indicated house and the shared use of the common areas of the house such as the living room, dining room, laundry room, kitchen, and hallways which are shared jointly and in common with other residents of the house, if any. If “To Be Assigned” is designated you understand and agree that we will assign and write in the house and bedroom number on or before the move-in date. We reserve the right to require you to move to another bedroom rental space in the house or another house and bedroom that is a part of the Lion’s Place complex. We have the right, when any bedroom within the apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the house agree to pay us the rent for the unoccupied bedroom. You acknowledge that this lease is for essential necessity and that you will be fully bound by all of the terms and conditions hereof, irrespective of your age or legal status.

**2. AGREEMENT TO LIVE IN A COOPERATIVE MANNER:** It is mutually understand and agreed that you have been permitted to rent an undivided portion of a house at a rental rate that is less than would be required for the rental of the entire house and that we intend to rent other undivided portions to other Residents. You knowingly consent to this arrangement and agree to live in a cooperative manner with the other Residents who will share the home. If the house is rented at less than full occupancy, we may lock the doors to the bedrooms which are not occupied and deny access to that area. You understand that we have no way of insuring that other Residents of the house will be acceptable to or compatible with you or that their character will be impeccable. The communal living arrangement created by this agreement is structured as an accommodation to you. We are not and will not be responsible for the acts or omissions of the other Residents in the home and you assume the risk of living with others under this arrangement. A conflict or disagreement between co-residents does not constitute grounds for you to terminate this lease. Any serious problems with co-residents should be reported to us, in writing, immediately. If you witness or become knowledgeable about criminal activity such as drugs, theft, concealed weapons, assault, destruction of private property, or any other criminal activity you should contact the local law enforcement agency, then notify us. Please remember that the members of Management are not law enforcement officers and are not trained in investigative techniques or due process laws. You understand that we have designated this house as a “smoke free” structure and we do not permit smoking inside the house.

**3. RELEASE :** In consideration of our leasing to you under these terms, you, for yourself and your personal representatives, heirs, and assigns, do hereby release, waive, discharge and agree to indemnify and hold harmless Landlord, its officers, directors, shareholders, agents, and employees and their heirs, administrators, and assigns all referred to as releasees, for and from any and all liability to you, your personal representatives, heirs, and assigns for any and all loss, injury, or damage on account of injury to the person or property or resulting in death, whether caused by the negligence of releasees or otherwise. Further, you yourself, your heirs, executors, administrators, and assigns, do hereby release and forever discharge releasees, their heirs, administrators, and executors from any and every claim, demand, action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death/and or property damage resulting or to results from the acts or omissions of your co-residents. You agree that this lease, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Alabama and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. From time to time we may take pictures of the property and our residents for marketing purposes; you agree in advance that we may use your picture in our marketing materials without need of obtaining a release or authorization from you.

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**4. APPLICATION:** If any information given by you in your application is false, we may, at our option, terminate this lease. You agree to notify us promptly in writing of any change in the information provided to us in your application.

**5. GUARANTEE OF LEASE:** A Sponsor's Guaranty, such as a Parental Guaranty, is required as a condition of this lease if the tenant is (1) under the age of 18 or (2) unemployed. The guaranty constitutes essential inducement for the granting of this lease by us and we reserve the right to cancel this lease in the event such guaranty is not fully executed, notarized, and returned to us along with the lease. Execution of the continuing guaranty constitutes additional assurance to us of the performance of the covenants of this lease and shall not be construed as a release of your responsibilities and obligations hereunder.

**6. POSSESSION:** If we are unable to deliver possession of the leased premises at the commencement of the lease term, we will not be liable for any damage, injury, or loss caused thereby nor will this agreement be void or voidable. You may terminate this lease if possession is not available within fifteen (15) days of commencement of the lease term. In such event your security deposit will be returned to you.

**7. NEW CONSTRUCTION:** If the building that contains the described bedroom being leased is under construction or renovation, then you understand that the rental rates that are being offered have been selected to compensate you in advance for any inconveniences that you must endure as a result of any construction issues. We anticipate that the premises will be completed in time for your move-in on your Lease Beginning Date. However you must understand that construction schedules are estimates which are subject to delays by the weather, labor shortages, material shortages, building officials, contractors and other things. Therefore it is possible that construction may not be completed by your scheduled move-in date. If construction schedules fall behind the contractor may concentrate on completing leased bedrooms first and finish any amenities and "punch out" items on the house and in your bedroom after all move-ins have occurred. Therefore, even a certificate of occupancy is received on your house and you move in, you may have to endure construction noise and other construction-related problems as a result of continuing construction in your house and the general housing community. In an unlikely event of a delayed move-in, we offer you the following options:

Option 1- If you want to stay with family, friends, we will prorate your monthly lease to the date the apartment is ready to move in, based on the number of days in the month.

Option 2- If the Certificate of Occupancy is not received within 15 days of your Lease Beginning Date, you have the option to receive a full refund of all monies paid and be released from your lease agreement.

**8. RENNOVATION:** If the Landlord commences major renovation within the building that this unit is located in, we may, at our option require you to move to a comparable house and room within this housing community or terminate your lease with a sixty day written notice.

**9. SECURITY DEPOSIT:**

**A.** Before you may occupy the room, you must pay us the required security deposit listed at the beginning of this lease. You may not apply your security deposit as rent. It is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against physical damage to the premises caused by you, others and to insure that you return the leased premises to us in the same clean and rentable condition as you received it, ordinary wear expected.

**B.** In addition to your security deposit you may be required to pay the non-refundable Hassle Free Move out fee listed in the beginning of this lease to cover the cost of normal housekeeping, carpet cleaning and touch up painting when you vacate the premises. You understand that the Hassle Free Move Out Fee will only cover normal cleaning and touch up painting and that you will be charged additional sums for removal of personal

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belongings and rubbish or extra cleaning or painting required because of the condition of the premises. If you are not required to pay a Hassle Free Move Out Fee and/or you do not pay the full amount, when you vacate the premises, you must clean the entire premises, remove all debris, rubbish, etc. from the premises and have the carpet professionally steam cleaned (paid receipt within 5 days prior to move out is required).

C. Upon the completion of this lease we will return your security deposit to you after the leased premises has been vacated, provided you have: 1) Complied with the terms and conditions of this lease, 2) Surrendered the premises and turned over the keys to us on the termination date; 3) Not damaged the premises or furnishings beyond ordinary wear, 4) complied with 9B above and 5) Paid all rent and other charges due to us, including amounts due for utility charges to us. You understand that your liability to us is not limited to the amount of your security deposit.

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D. If the first monthly installment is due on \_\_\_\_\_ 1<sup>st</sup>, 20\_\_\_\_ if not received by us on or before \_\_\_\_\_ 1st, 20\_\_\_\_, we may at our option, cancel this lease and make the leased premises available for rental to other prospective residents. If you do not complete the original term or the term of any renewal of this lease or pay the first monthly installment by \_\_\_\_\_, 1<sup>st</sup>, 20\_\_\_\_, you agree that we may, at our sole and exclusive option, keep your security deposit as liquidated damages for our re-rental expenses. Additionally, you agree to pay for any actual physical damage to the leased premises and furnishings on the premises and for rent until the leased premises is re-let or the term of the lease expires, whichever occurs first.

E. Your security deposit will be deposited into the non interest bearing trust account of the landlord.

**10. RENT:** Your rent is based on the options you receive and the timing of when you signed your lease agreement. In the event that any dollar amounts inserted into this agreement conflict with then currently published rental rates for the bedroom you occupy the published rental rates will prevail. Your rent is due in twelve equal installments with the first installment due on or before\_\_\_\_\_ and the final installment due on or before\_\_\_\_\_. Resident understands that the rent is due without proration, even though the lease term does not include a full 365 day term. If this is a renewal lease for the exact same leased premises, the term will also include the days after the ending date of the prior lease until the beginning date of this lease at no additional rent charge and all other terms of this lease shall apply during that period. Rent shall be non-apportion able. Rent installments are due at the landlords address in advance on or before the 1<sup>st</sup> day of each month. Rent must be paid via one check or money order per resident. Time is of the essence. If the rent is received after 5:00pm on the 5th day of the month, a late charge of \$5.00 per day for each day after the first of the month, all to be deemed additional rent. After the 10<sup>th</sup> day of the month, only cashier's checks or money orders will be accepted. If your check is dishonored by your bank, you must pay a service charge of \$30.00, plus any accrued late charge, all of which will be deemed additional rent. If your rent checks are dishonored more than once, you must pay future rent by cashiers check or money order. We will not redeposit a dishonored check. All payments will first be applied to the oldest outstanding balance. Any and all monies that you owe to us shall be deemed rent under this lease.

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**11. SINGLE OCCUPANCY PER ROOM:** The leased room in the house shall only be occupied on person. In the event that an unauthorized person is occupying the common areas as a residence, it is your duty to report this immediately. Failure to do so may be deemed by the courts as unauthorized leasing of the common areas.

**12. UTILITIES & UTILITY DEPOSIT:** Basic utilities including electric, water, sewer, storm water, and trash removal may be provided by the Landlord at your option. If basic utilities are provided by us you agree to pay an additional rent of **\$100 per month plus the prorata share of the utility amounts that exceed the monthly allotment of \$100 per month per person.** All utility overages will be divided among the current

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leased residents based on a prorata share. In addition, the initial utility deposit set forth at the beginning of this lease is required to establish the utility service. The utility deposit will be used as needed to offset the prorata share of the utility costs. You may not choose to have us provide the utilities unless all Residents in your apartment choose to have us provide the utilities. If you have chosen not to have us provide the utilities, or this option is not available or offered at this house, you and the other Residents must agree among yourselves how utilities and other costs will be shared and paid. Under uniform residential laws that govern the State of Alabama and the County of Lauderdale you may not occupy the leased premises without providing for electric, water and sewer and storm water service. You understand that such services are subject to interruption from time to time and that no setoffs or reductions in rent may be taken for these events.

**13. HIGH SPEED INTERNET ACCESS:** Basic high speed internet service access will be provided by the Landlord. Resident may find it necessary to purchase a network card and/or other equipment to connect Resident's personal computer to the Facility's network. Such equipment and expense are Resident's sole responsibility. In the event Resident is default under any of the terms of this Lease (including without limitation the Rules and Regulations) or in violation of the terms and conditions of the internet service provider, Landlord shall have the right, in addition to all other rights and remedies, to discontinue Residents' connections to such internet service. Because the System is shared by many other users, Landlord, Agent, and Provider recommend Resident's use of "Personal Firewall Software". The Landlord also requires that you have current anti-virus software on any computer connected to the network; failure to comply will result in termination of service.

**14. CABLE TV OR SATELITTLE TV:** A basic cable or satellite TV service will be provided by the landlord. However, the programming and channels provided may be changed, increased or decreased by us at any time with out notice to you. Any TV services you desire in addition to the basic package must be arranged directly with the TV service company and they will be billed by the TV service company to you.

**15. TELEPHONE SERVICE:** Telephone service is not provided by the Landlord. If you obtain telephone service, you agree to pay for and receive inside telephone wiring maintenance from the local telephone service provider, if available. If you make or cause any telephone line configuration changes to be made, you agree to return the lines to the original condition at the expiration of this lease, at your expense.

**16. OCCUPANCY:** As stated in item 11, Only the person whose signature appears on this lease may occupy the leases premises. *Guests may not stay for more than three days without prior written consent.* The leased premises shall be used solely as a private residence. If you will be absent from the leases premises for more than fourteen (14) days, you must notify us in writing. The maximum occupancy is established at one person per bedroom for all months.

**17. SUBLETTING/EARLY TERMINATION:** You may not assign this lease or sublet any portion of the leased premises without our written consent. We may allow you to terminate your lease prior to the expiration of the lease term if you secure a replacement resident acceptable to us. The replacement Resident must submit a completed Application. Parental/Sponsors Guaranty (if required), and a signed Lease Agreement with a term from the date of your early termination through the end of the original lease term. The replacement Resident must be approved by us, using the same guidelines that were used when you were approved. The replacement Resident must pay a new Hassle Free Move out Fee and Required Security Deposit. If we consent to a replacement resident, you agree to pay us an administrative fee of \$150.00 which will be deducted from your security deposit.

**18. TRANSFERS:** We may allow you to transfer to another bedroom in this house or in another house. However, if the bedroom unit that you are transferring to is subject to a lease, you must have written permission

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from that resident and you will be responsible for rent for both bedrooms until you find a replacement resident for the bedroom that you are vacating as described in #17 above. In addition, you must pay a Hassle Free Move out Fee and required security deposit for the new bedroom in the event that the bedroom you are moving from has not been rented.

**19. PETS:** except for animal's assisting disabled or impaired persons, no pets may be kept in or on the premises.

**20. RIGHT TO ENTER:** You agree that we or our representatives may enter the leased premises at reasonable times upon two days notice in order to inspect the leased premises, conduct pest control procedures, deliver notices, make necessary or agreed repairs, decorations, alterations or improvements or to supply agreed services. We may enter the leases premises at any time for the protection or preservation of the leased premises and the surrounding property. A maintenance or management request by you or co-resident of the unit shall constitute permission for us to enter the unit. You also agree to permit us or our agents, or employees upon schedules appointments, to enter the leased premises for the purposed of displaying the same to the prospective or actual tenants, or purchasers, mortgagees and workmen or contractors. Monthly inspections will be performed on each home and unit on the first Friday in each month and when the first Friday in each month falls on a Holiday the monthly inspection will be performed on the second Friday of that month.

**21. INSPECTION; CONDITION OF PREMISES; REPAIR AND MAINTENANCE:**

You acknowledge receipt of a "Resident's Certificate Or Inspection" which has been provided to you by us. Upon receipt of the keys to the leased premises and prior to moving any of your property in to the leased premises, you agree to inspect the premises carefully, to note any damage or other problems on the "Resident's Certificate Of Inspection" and to return it to us. **THE PREMISES WILL BE CONCLUSIVELY PRESUMED TO BE IN PERFECT CONDITION IF YOU FAIL TO RETURN THE 'RESIDENTS CERTIFICATE OF INSPECTION' TO US WITHIN 24 HOURS OF RECEIPT OF THE KEYS. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF IT IS NOT NOTED ON THE "RESIDENT'S CERTIFICATE OF INSPECTION" RETURNED TO US WITHIN THE TIME PROVIDED ABOVE AND ACCEPTED BY OUR AUTHORIZED REPRESENTATIVE BY SIGNATURE ON THIE SPACE PROVIDED ON THE "RESIDENT'S CERTIFICATE OF INSPECTION" TO US AND ALLOWING US TO INSPECT THE CLAIMED DAMAGE.** You are responsible for the removal of trash and garbage from your unit to the appropriate collection point and for maintaining your unit in a clean and sanitary condition. You are also responsible for the removal of any trash and/or debris, including cigarette butts that accumulate in the front or back of your apartment; failure to do so may result in a trash removal charge of \$25.00 per incident. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by you at your expense. If you are locked out of your apartment of bedroom during office hours you may contact us for entry. If you are locked out of your apartment or bedroom after office hours you will need to contact a local locksmith for entry. When you move in, we will furnish light bulbs of prescribed wattage for the lighting fixtures, thereafter; light bulbs must be replaced at your expense. We have no responsibility to install or maintain smoke detection devices or alarm systems of any type. If such devices are present, it is your responsibility to test them and keep them in proper working condition. You must change the air conditioning and heating filter no less than monthly. We will maintain the air conditioning and heating equipment, plumbing fixtures and facilities, electrical systems, and appliances provided by us. Normal maintenance requests should be submitted to the management office during office hours. For emergency maintenance occurring after office hours, including no heat, no water, plumbing repairs involving running water of a flooding nature, commode stoppages, sewer backups, and electrical power outages caused by the electrical system of the home (not interruption by the utility service provider) the directions for emergency maintenance obtained from the main office telephone number should be followed; however, you understand that emergency service may not always be available and is not guaranteed. Requests

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including no air conditioning, refrigerator not cooling, and lockouts are not considered emergencies. Any damage to the leased premises or premises, except for normal wear, caused by you, your co-residents, or invitees, or the invitees of your co-residents will be corrected, repaired, or replaced at your expense. You understand that you will be occupying the apartment jointly and in common with other Residents, and you will be held liable jointly and severally for any damages to the common area of the premises and its furnishings, fixtures, walls, ceilings, floors, and doors. You are responsible for any damages to the interior or exterior (exterior is defined as all windows, screens, light fixtures, siding located on the rental unit, and the lawn and landscaping) of the premises whether caused by negligence on your part, of your co-resident(s), guests, or invitees, or as a result of vandalism, burglaries, or criminal mischief, by known or unknown persons. Since you are liable in these cases, we strongly recommend that you purchase renter's insurance to protect yourself. You agree to notify us immediately and in writing of any needed maintenance repair. You agree to keep and maintain the leased premises and common area in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without our prior written consent. You will keep the sinks, lavatories, and commodes open and will immediately report any malfunctions to us. You agree to reimburse us (as additional rent) for the cost of all repairs to the sinks, lavatories, and commodes made necessary by or resulting from, you or your co-resident abuse or careless use.'

YOU AGREE TO BE LIABLE AND TO PAY FOR ALL COSTS AND EXPENSES FOR DAMAGES TO THE BEDROOM LEASED TO YOU INCLUDING, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHINGS OR FIXTURES. AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS, AND DOORS REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY YOU, CO-RESIDENTS, GUESTS, OR TRESSPASSERS. YOU AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGES TO THE COMMON AREA OF THE PREMISES AND ITS FURNISHINGS, FIXTURES, WALLS, CEILINGS, FLOORS AND DOORS ACCORDINGLY. YOU MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE LIVING UNIT IS MAINTAINED IN GOOD ORDER AND REPAIR. YOU AGREE TO IMMEDIATELY REPORT TO THE LOCAL LAW ENFORCEMENT AUTHORITY AND US ANY ACTS OF VANDALISM TO THE PREMISES. YOU AGREE TO PROMPTLY REPORT TO US ANY REPAIRS WHICH NEED TO BE MADE TO THE PREMISES OR COMMON AREA. Any part of the premises, any fixtures, appliances, devices or signs without our written consent, any alterations, additions, or fixtures which are made or installed after you have received written consent will remain as part of the leased premises, unless we specifically agree otherwise.

**23. FIRE AND CASUALTY:** Nothing may be used or kept in or about the leased premises which would in any way affect the terms and condition of our fire and extended coverage insurance policy or be a violation of the law. If the Premises are partially destroyed by fire or other casualty not attributable to your negligence or carelessness or that of your guests or invitees, the premises shall be promptly restored and repaired by us and the rent for the period that the premises is untenantable shall abate unless we provide you with a suitable alternative living space, in which event the rent shall not abate. If however, the Premises are substantially destroyed, then this Lease may be terminated either by you or us in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that you shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to your negligence or carelessness or that of your guests or invitees, and you shall be charged for the cost of any repair or clean-up attributable to such carelessness or negligence. In the event of fire or other casualty, you agree to notify us immediately.

**24. INSURANCE:** you are responsible for obtaining your own property, casualty, and liability insurance. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** We will not be liable for any damage to your property that of others on the Premises or for

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the loss of or damage to any of your property or of others by theft or otherwise. All property kept or stored on the leased premises shall be kept so or stored at your own risk and you agree to hold us harmless from and indemnify us for any claims, demands, suits, judgments arising out of damage to the same, including subrogation claims by your insurance carrier.

**25. SECURITY:** You understand that no personnel or mechanical or electronic devices such as locks, fences, lighting, alarm systems or access gates can be relied upon to work at all times. There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any system designed to deter crime. We are not aware of any need for additional security and have no obligation under this lease to provide further security. You agree to look sole to the public law enforcement for this service. You agree that we will not be liable for failure to provide security services to protect you, your family, your guests or others, or your property from the criminal or wrongful acts of others. You agree that you have inspected the premises and believe them to be safe. If at any time we provide any security services, those services are only for the protection of our property and shall not constitute a waiver of, or in any manner modify, the release included herein or this disclaimer.

**26. ALARM SYSTEMS:** the apartments may be equipped with non-monitored interior alarm systems. We may allow you to contract directly with company licensed and in business to provide and/or monitoring in your room and/or home. However, you must get our prior written consent and the alarm must be installed, if applicable, in such a way so that it can be removed at the expiration of your lease without causing permanent damage or expense to the property. Any alarms installed after you have received our written consent will remain a part of the leased premises, unless we specifically agree otherwise. You agree to reimburse us for any charges we incur in connection with false alarms at your apartment.

**27. NOTICES:** Any notices from us to you shall be deemed delivered when mailed, addresses to the leased premises, first class postage prepaid; personally handed to you or anyone in the leased premises; or left at the leased premises in your absence. Any notice from you to us shall be deemed delivered when mailed, addressed to our office, certified mail, return receipt requested, or personally delivered to our office staff during normal business hours. You agree to conduct yourself in a courteous and professional manner while interacting with the management staff. In the event you do not conduct yourself in a courteous and professional manner, the management staff may notify you that all future interactions must be conducted in writing and you will be forbidden to visit the management office.

**28. WAIVERS:** Our acceptance of rent after knowledge of a breach of this lease by you shall not be a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative. The use of one or more remedies shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You waive your right to demand a jury trial concerning the litigation of any matters rising between us.

**29. DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to take possession as provided by Alabama law. We have the right to accelerate all of the remaining rent upon default. Under no circumstances will our acceptance of your keys, or re-entry or any other action be considered a cancellation of the lease or a retaking for our own account. If you or occupants of the leased premises engage in criminal activity on the premises, such action shall be a default for which your lease may be immediately terminated. In addition to any the foregoing, we shall have any other rights and remedies provided by law. If we engage an attorney to act for us in any matter arising out of this lease, we may be entitled to recover all of our reasonable attorney's fees and costs from you at the discretion of the courts. It is intended that Landlord's

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rights and remedies for Resident's breach of this Lease Agreement shall be as broad as permitted under Alabama law and shall include, without limitation, (a) the right to terminate this lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises, or (b) the right to accelerate the then entire unpaid balance of the rent for the term then remaining or the right to standby and collect rental payments as they become due, or ( c ) the right to sublease and rent the Premises for your account, in which event the proceeds from sub-letting shall be applied first to the contract obligations hereunder, with you and your guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages or our rights to avail ourselves of any remedy allowed by Alabama law.

**30. RENEWAL:** You have no right to renew this lease. We may, at our option, offer you a window of opportunity to renew.

**31. TERMINATION:** Upon termination of this lease, you agree to vacate the premises. If any of your property is left in or about the leased premises after you vacate or abandon the leased premises, we may remove or dispose of that property and you waive any claims for damage or loss as a result of our disposal of the property. If you fail to deliver all keys and vacate on or before your lease termination, you will be obligated to pay double rent until you do so and you agree to indemnify us for and hold us harmless from any lost rent and damages caused to the next resident as well as our attorney fees incurred in having to deal with the situation.

**32. SALE OF LEASED PREMISES:** Any sale of the leased premises shall not affect your obligations, but upon such sale we will be released from our obligations under this Lease and the new owner of the leased premises will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. Should the leased premises be sold, we have the right to terminate this lease by giving you a sixty (60) day notice.

**33. RADON GAS:** We are required to state: Radon is a naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Alabama. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**34. LEAD PAINT:** If the leased premises were built before 1978, you acknowledge receipt, before becoming obligated under this lease, of the known possibility of the presence of lead-based paint or lead-based paint hazards in the premises. The landlord has no lead hazard evaluation report in our possession.

**35. MOLD:** Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold pores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are more commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a significant accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

**A. Preventing Mold Begins With YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

1. Keep your dwelling clean-particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming,

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mopping and using 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.

2. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in 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 of shower walls, shower doors, the bathtub, and the bathroom floor and, (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 bath mats so they will completely dry out.

3. 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.

4. Promptly notify us in writing about any signs of water leaks, water infiltration or mold.

***B. 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:

- ⊗ Rainwater leaking from roofs, windows, doors, outside walls, as well as flood waters rising above floor level.
- ⊗ Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines.
- ⊗ Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks.
- ⊗ Washing machine hose leaks, plant watering overflows, pet urine, cooking or beverage spills and steam from excessive open pot cooking.
- ⊗ Insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

**C. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-PORUS* 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 and let the surface dry, and then within 24 hours apply a remixed spray-on household -type biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew remover or Clorox Clean-Up. (Note: only a few of the common household cleaners will actually kill mold). Tilex and Clorox 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 BIOCIDES TO:** (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 any 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**

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*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.*

**36. MAIL SERVICE:** Mailboxes will be provided for each house or all mailboxes will be located at one central mail station on the development.

**37. PERSONAL PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**38. RULES AND REGULATIONS:** You agree to be bound by such reasonable rules and regulations, not contrary to this Lease, as shall be adopted from time to time by us. You acknowledge that it is your responsibility to advise your guests and invitees of these rules and regulations and that you are responsible for making sure that they comply with them. You agree to abide by the rules regulating the use of the swimming pool(s) and other amenities, if any, provided. You agree to conduct yourself and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute a breach of peace.

#### **A. PARKING AND TOWING**

1. Only passenger cars may be parked on the premises. No other vehicles [including motor cycles, trucks, boats, and boat trailers, campers, travel trailer, and motor homes] may be parked on the premises without prior written consent.
2. All vehicles must be currently registered; in street operating condition; and must be parked only in the spaces provided for parking. No major repairs may be made to a vehicle on the premises.
3. No vehicle may be parked in front of dumpsters, fire hydrants, so as to block other vehicles, on the grass, on curbs or outside the boundaries of a single designated parking space, or in entrances or exits.
4. Vehicles must be operated at a safe speed at all times on the property and never in excess of 10 miles per hour.
5. No more than one vehicle is allowed for each adult resident without our written consent. Any violations of the foregoing rules will subject the vehicle being towed without notice at the vehicle owner's expense. We are not liable for any damage arising as a result of towing. You agree to indemnify and hold us harmless from any claims by your guests or invitees for the towing of vehicles for violations of these rules: you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately; and you acknowledge it is your responsibility to advise your guests and invitees of the proper manner for parking their vehicles and you further agree to determine in each case that they have complied with the rules. In the event that the current parking arrangement of vehicles causes "a community inconvenience", We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces.

#### **B. OTHER RULES AND REGULATIONS**

1. Solicitation by you or others is not allowed on the premises.
2. No Awnings, or other projections, including air conditioners, television or radio antennas or wiring may be attached to or extended from the outside of any apartment or building except by us.
3. Locks may not be altered nor may new locks, knockers or other door or window attachments be installed without prior written consent unless there is an emergency situation. If an emergency situation arises, reasonable measures should be taken by you to secure yourself and your apartment. However, any alterations must be returned to the original condition as soon as the emergency situation passes at your expense, unless we specifically agree otherwise.

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4. No noise, music or other sounds or conduct, is permitted at any time in such manner as to disturb or annoy other persons.
5. No spikes, adhesives, screws, hooks, nails, or the like may be driven into or applied to walls, ceilings, floors, doors, or other surfaces of the unit, without prior written consent.
6. No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us and paid for by you the tenant.
7. Any draperies or other window covering must be white or lined in white so that only white may be seen outside your apartment. You cannot use foil or other unsightly materials to cover windows.
8. No signs or other objects, which we deem to be unsightly, may be displayed in your window or elsewhere on the premises.
9. Water may not be wasted. Water hoses may be used only with automatic shut off nozzles. Washing vehicles may be restricted to designated areas.
10. Entrances, hallways, walks, lawns may not be used for storage or for any other purposes other than ingress or egress.
11. Balcony, patio, or other common areas must be kept neat and clean at all times in broom swept condition. No rugs, towels, laundry, clothing, or other items should be stored, hung, draped on railings or other portions of the buildings. Storage of any flammable or explosive materials anywhere on the premises is strictly prohibited.
12. Bicycles must be stored in the rear of building or must be stored in individual resident's bedroom only. No bicycles can be stored in common areas.
13. Barbeque grills and similar equipment are fire hazards and have caused damage to our vinyl siding and other areas, therefore, grills shall not be used in balconies, terraces, roofs, porches, or other areas of the property. You agree to pay for any damage from unauthorized or misuse of barbeque or similar equipment.
14. Parties and Gatherings. All parties and/or gatherings must be contained within the host's apartment. Guests are limited to no more than 12 per house. , (the maximum number allowed by applicable laws, ordinances or codes) and no more than three (3) vehicles. Noise levels must be maintained at a level that does not interfere with the quiet enjoyment of a neighbor.

#### **17. CRIMINAL AND DRUG ACTIVITY:**

1. No Resident, guest, or other person allowed on the premises by Resident shall engage in criminal activity, including drug-related criminal activity, or near the premises. "Drug-related criminal activity" means, but is not limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102) of the Controlled Substances Act (21 U.S.C. 702),
2. No resident, guest or other person allowed on the premises by Resident shall engage in any act intended to facilitate criminal, including drug activity on or near the premises.
3. Resident will not permit the apartment to be used for or to facilitate criminal activity, including any drug related activity, regardless of whether the individual engaging in such activity is another Resident or guest.
4. No Resident, guest, or other person allowed on the premises by Resident shall engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises.
5. Resident understands and agrees that a single violation of this section shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

18. All houses in Lion's gate contain an overhead sprinkler system, you must take care not to intentionally trigger the overhead sprinkler system in your apartment. Do not hang items from overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the owner nor

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