

# LEASE AGREEMENT



STATE OF ALABAMA  
COUNTY OF LEE

**1. This Lease** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between AUBURN REALTY, LLC, an Alabama Limited Liability Company whose address is 233 West Glenn Avenue, Auburn, Alabama, acting as Agent for the Owner, hereinafter referred to as Lessor, and:

\_\_\_\_\_  
\_\_\_\_\_

hereinafter collectively referred to as Lessee. Lessor has authorized Auburn Realty, LLC, 233 West Glenn Avenue, Auburn, Alabama 36830, to manage the Property and act on behalf of Lessor for the purposed service of process and receiving notices and demands, as well as other actions attached herein. The maximum number of persons who may reside in the Property at any one time is no more than the number of Lessees signed on this Lease as governed by local and state ordinances, the Owner’s occupancy policy and, when applicable, by the Condominium/Homeowner Association’s documents and policies.

WITNESSETH: That in consideration of the rent to be paid and the conditions, covenants, and agreements contained herein, Lessor hereby leases the following described Property to Lessee:

\_\_\_\_\_, in Auburn, Alabama, hereinafter referred to as the Property, or the Leased Premises. **If no unit number is listed, it is hereby agreed that Lessor may assign such at a later date without further approval by Lessee.** The Property is \_\_\_\_\_ FURNISHED \_\_\_\_\_ UN-FURNISHED. An inventory and inspection report will be provided to the first Lessee taking occupancy. The report must be filled out and signed by this Lessee and returned to Lessor within 48 hours of said occupancy, and will be kept on file by Lessor until the end of the term of this Lease and shall be used by Lessor and Lessee at the end of the term of the Lease to determine the extent of any damages done to the Property by Lessee, if any.

**Term:** This Lease is for a period of \_\_\_\_\_ months, \_\_\_\_\_ days, beginning at 1:00 PM CST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at 9:00 AM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Rent:** For value received and consideration for agreeing to Lease Property to Lessee, Lessee promises to pay to Lessor as Annual Rent for same the full sum of: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) plus 1.5% Rental Tax\*, payable to AUBURN REALTY, LLC at its office or at such other place as may be designated from time to time in writing, in monthly installments as follows: \$ \_\_\_\_\_ for rent and \$ \_\_\_\_\_ for the 1.5% Rental Tax as designated below. Each installment for the total amount of \$ \_\_\_\_\_ is due and payable on the first day of each month of this Lease, regardless of the day Lessee takes occupancy except as noted: If the first payment is to be prorated, Lessee is to pay the sum of \$ \_\_\_\_\_ for rent and \$ \_\_\_\_\_ for the 1.5% Rental Tax for the period of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. If last payment is to be pro-rated, Lessee is to pay the sum of \$ \_\_\_\_\_ for rent and \$ \_\_\_\_\_ for the 1.5% Rental Tax for the period of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. If applicable, see Pet Addendum for additional pet rent, pet deposit, and pet fee requirements.

**Lessor Will Not Bill Lessee. Note Payment Due Dates and Pay On Time To Avoid Late Fees.** A drop box for payment after office hours and weekends is located at the back door of Auburn Realty, LLC, 233 West Glenn Avenue, Auburn, Alabama 36830. \*Rental Tax: Lessee shall pay an amount equal to one and one-half percent (1.5%) of each payment for rent for any unit within City of Auburn, Alabama as per Ordinance 1842 of the city code.

**IF CHECKED, THE FOLLOWING SERVICES ARE INCLUDED IN THE RENT:**

- Pest Control     Garbage Dumpster Service     Water/Sewer     Extended Basic Cable & Internet     Lawn Service     \_\_\_\_\_

Payment for all other utilities is the sole responsibility of the Lessee, and Lessor shall not be obligated to pay any bills therefore. Lessee agrees to pay promptly for these utilities. In the event that electrical, gas, or water service to the Property is terminated, such will be considered an Event of Default of this Lease. Lessee understands that he/she cannot reside in the Property without electricity, gas, and/or water as it presents an unsafe and unsanitary hazard to the Property.

**2. SECURITY DEPOSIT AND TURNOVER FEE:** Lessee agrees to advance the sum of \$ \_\_\_\_\_ in one payment from the designee named below, equaling one monthly installment for the rent, at the execution of this Lease, for a REFUNDABLE Security Deposit, subject to the terms herein, and to be held by Lessor as a Security Deposit for faithful performance of all terms of this Lease, and as security against any damages caused to the Property by Lessee. Security Deposit is not Rent (and/or 1.5% Rental Tax) and shall not be deducted by Lessee from any Rent (and/or 1.5% Rental Tax) installments due hereunder. Lessee further agrees to advance the sum of \$ \_\_\_\_\_, at the execution of this Lease, for a NON-REFUNDABLE Turnover Fee to be used to cover costs at move out, including cleaning and carpet cleaning.

The handling of the Security Deposit will be done in accordance with state law. The undersigned Lessee(s) hereby designate named lessee, \_\_\_\_\_, to be mailed any Security Deposit or refund due or the bill for charges in excess of Security Deposit. **The Security Deposit is a joint Security Deposit, therefore, one statement and/or one refund check will be issued AND MADE PAYABLE TO the above named designee ONLY and mailed to an address to be provided to Lessor on or before the Lessee(s) vacate(s). Designee shall be responsible for apportioning any Security Deposit refund among the Lessee(s).** The Security Deposit, less any appropriate charges, will be refunded to Lessee no later than 35 days following the last day of the term of this Lease as stated above. The Security

Lessee(s) initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Sub-Lessee(s) initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Rev. 01/13

Deposit shall be deemed delivered to Lessee at the time delivery is made by Lessor to the U.S. Postal Service, and Lessor shall not be held responsible for any delays in delivery after said Security Deposit has been mailed.

LESSOR will provide the Lessee with a Move-In Inspection Form at move-in. In order to dispute any charges against the Security Deposit, Lessee hereby agrees to note any damages or problems with the Property and return the form to Lessor within 48 hours of move-in. If not returned within 48 hours, Lessee agrees to accept Lessor's noted condition of the leased premises upon move-out. If Lessee fails to return the Move-In Inspection Form at all or fails to completely note all problems, the Lessee hereby acknowledges that he/she may be held accountable for all unreported damages or problems with Property. Further, the Lessor will provide the Lessee the Move-Out Instructions prior to move out. If Lessee fails to remove all personal items and trash from the Property satisfactorily in accordance with these instructions, the Lessee hereby understands that services to remove and discard any personal items and trash will be performed and charged against the Security Deposit. The Lessor will perform a Move-out Inspection, at which the Lessee may be present if he/she so chooses, to determine all damages and repairs to be charged against the Security Deposit.

**3. FAILURE TO PAY RENT (and 1.5% Rental Tax) ON TIME: ALL RENTS (and 1.5% Rental Tax) ARE DUE ON THE FIRST DAY OF EVERY MONTH.** In the event that any installments or portions of the Rent (and 1.5% Rental Tax) due under the terms of this Lease are not paid on time, then a late fee of 10% of the monthly rent installment amount shall be charged to the Lessee if the Rents (and 1.5% Rental Tax) are not received by 5:00 PM on the fifth day of the month. Late fees shall continue to accrue each month until the Rent (and 1.5% Rental Tax) and appropriate late fees are received by Lessor. Late fees will be charged for all calendar days, including weekends and holidays. In the case of frequent late payments, or of non-payment, Lessor may elect at its sole option to accelerate the terms of this Lease, and demand total payment of all outstanding and late Rents (and 1.5% Rental Tax) through the end of the Lease term. In the event that bankruptcy proceedings are instituted by or against Lessee, Lessor agrees to claim full exemptions and Lessee hereby appoints Lessor as his true and lawful attorney in fact to claim and collect said exemptions in the event Lessee fails to claim same and apply the same on the payment of rent and other charges due under this Lease, and Lessee hereby assigns to Lessor so much of said exemptions as will pay the rent due on all other charges. The acceptance of late Rent (and/or 1.5% Rental Tax) shall never be construed as being an approval or agreement by Lessor to any arrangement allowing for late payments of Rent and/or Utility Fees on a continued basis, and such acceptance shall never change or lessen the position taken by Lessor in this Lease. **IN THE EVENT THAT A RENT (and/or 1.5% Rental Tax) CHECK IS RETURNED TO LESSOR BY LESSEE'S BANK FOR ANY REASON WHATSOEVER, LESSEE AGREES TO PAY A SERVICE CHARGE TO LESSOR IN THE AMOUNT OF \$30.00 IN ADDITION TO ALL LATE FEES THAT WOULD THEN BE DUE FOR LATE RENT (and 1.5% Rental Tax) AS DETAILED ABOVE.**

**4. KEYS:** Lessor shall issue one key to each lock on the Property to each person named as Lessee in this Lease, at the time each takes occupancy. One mail key, where applicable, per Property will be issued. Lessee shall not make duplicates of these keys without authorization from Lessor, and Lessee shall never provide any person other than a named Lessee with a key to Property. Each key issued is to be signed for at the time issued, and all issued keys are to be returned at the end of this Lease term. In the event that all issued keys are not returned by the last day of this Lease, Lessor may elect to have all the locks on the Property re-keyed by a professional locksmith, and Lessee agrees to pay all costs associated with such re-keying of locks. Lessee may have the locks to Property re-keyed at any time during the term of this Lease, at Lessee's sole expense, provided Lessee first received permission from Lessor, that Lessor is provided with an appropriate number of keys to all re-keyed locks as determined by Lessor, that all re-keying is performed by a licensed, bonded locksmith approved by Lessor, and the appropriate master-keying is maintained when and where appropriate. Lessee shall never replace any original locks or install any additional locks without the prior written permission of Lessor. Lessor shall be under no obligation to provide after-hours lockout service to Lessee. In the event that Lessee requests after hours lock-out service due to lost or misplaced keys by Lessee, a minimum charge of \$50.00 will be payable to Lessor's representative at the time Lessee's door is opened. Lessee may employ the services of a professional locksmith for after-hours lockout services, however Lessee shall be responsible for paying for such services. Lessee agrees to never forcibly enter the Property through a window, door, or to remove any window screens to gain access to Property.

It is hereby agreed that a non-refundable re-key fee of \$ \_\_\_\_\_ will be paid by lessee in one payment at the execution of this Lease. A professional locksmith designated by Lessor will re-key the exterior door locks to the unit after previous lessee moves out and prior to current lessee move in, or as soon as possible thereafter. A new exterior door key from this re-keying will be provided to each lessee on this lease. This will ensure that no "old keys" or "copies from old resident's guests" are outstanding so that the lessees on this lease and Lessor will have the only keys to the unit. **It is hereby understood that the re-keying is for all exterior door locks only and that no mailbox or interior (if applicable) locks will be re-keyed. They can, however, be re-keyed at the lessee's request and their expense.**

**5. ASSIGNMENT OR SUBLETTING:** Lessee covenants that he or she will not allow anyone to share said Property, keep roomers or boarders, not assign, sublet, or transfer said Property or any part thereof without Lessor's prior written consent. Lessee expressly agrees that in the event of a default by Lessee hereunder, Lessor may, but shall be under no obligation to do so, sublet the Property for the account of Lessee in which event Lessor will apply the proceeds of such subletting, first, to the cost of such subletting, including advertising and commissions, second, to the repair of damages which exist in the Property, and third, to the rental obligations otherwise owed by Lessee, Lessee remaining fully responsible for the balance of the Lease term as though Lessee had himself or herself relet said Property. No Lessee substitutes will be accepted without appropriate written and signed sublease form and in the event of any attempted substitution without appropriate written and signed sublease form, Lessor may declare the Lease in default. Lessor shall charge an administrative fee of \$100.00 for each Lessee making application for a Sublease Agreement, or for adding an additional person to the Lease or deleting a person from the Lease. Acceptance of Rent by Lessor from any assignee, sub-tenant, grantee, successor in interest to Lessee with or without notice shall not relieve Lessee from any obligation to pay Rent or other charges herein provided for. Lessee's Security Deposit will be held until the terms of this Lease have been fulfilled. Lessees further agree that if any one of them decides to move out of the Property prior to the end of the Lease term, that the Lessee wanting to move out will continue to pay their full share of all rents and expenses or find a replacement Lessee who is acceptable to the other Lessees. Said replacement must be willing and able to assume the full responsibilities including signing on the original Lease, and to provide any guaranty that may be required by Lessor.

**In the event that the Lessee moves out of the Property and does not find a replacement, it is agreed that Lessee moving out will continue to pay rent, utility fees, expenses, etc. Subletting will not be accepted by Lessor until all amounts outstanding on original Lessee(s)' accounts are brought current and all parties have signed the Sublease Agreement on page 10 of this lease. The execution of subletting is the sole responsibility of the original Lessee(s) and Sub-Lessee(s).**

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Rev. 01/13*

**6. TAKING OCCUPANCY / MOVING OUT:** Lessee shall have the right to occupy the Property on the day the Lease begins as stated above only after Lessee has paid the following: the first rental payment (plus 1.5% Rental Tax), the last rental payment (plus 1.5% Rental Tax) only if it is prorated, and all deposits and fees required stated herein. Because of the extraordinary number of Leases that end on the same day and the number of new Leases that begin on the same day Lessee(s) understand(s) and agree that the Property may need cleaning and/or repairs and maintenance work that cannot be completed before Lease beginning date. Therefore, Lessee(s) agree to accept occupancy of Property in AS-IS CONDITION on Lease beginning date or thereafter, with the understanding that Lessor will make the necessary repairs and have any needed cleaning completed as quickly as possible, recognizing and allowing for the constraints and abilities of local contractors, upon move-out of the prior Lessee(s). Painting interior walls or ceilings is at the discretion of the Owner or his agent and is not a requirement of the Lease. All maintenance requested at move-in will be done as soon as possible. Only maintenance emergencies will be worked after office hours and weekends. Emergencies are situations that involve: water leaks, fire or smoke, gas/carbon monoxide leaks, threats to life or Property, safety situations, and lockouts.

**\*\*\*\*\*LESSOR HEREBY MAKES KNOWN THE FACT THAT LESSOR DOES NOT, AND WILL NOT, CARRY ANY INSURANCE PROVIDING FOR REPLACEMENT OF ANY DAMAGED, DESTROYED, OR LOST PERSONAL PROPERTY OF LESSEE. AS SUCH, LESSOR SPECIFICALLY ADVISES THAT LESSEE OBTAIN ITS OWN RENTER’S INSURANCE OR PERSONAL PROPERTY INSURANCE COVERAGE TO PROTECT ITS OWN PERSONAL PROPERTY.\*\*\*\*\***

Lessee may take occupancy at 1:00 PM on the first day of this Lease, or the first business day thereafter if the first day of the Lease falls on a holiday. Lessee further agrees to allow Lessor a reasonable period of time, from the date of taking occupancy, to complete any repairs, cleaning, redecoration of the Property, or cleaning of the carpets and upholstery where applicable, if such work is deemed necessary by Lessor. Lessee shall vacate the Property and turn in keys no later than 9:00 A.M. on the last day of this Lease. Lessee is held responsible for all Rents and Utility Fees until all keys are returned to Lessor and all the terms of the Lease have been satisfied. If Lessee fails to surrender premises to Lessor at 9:00 a.m. on the Lease Ending Date, Lessee hereby agrees to pay a charge of \$50 per hour until all keys are turned in. Lessee acknowledges that because of the large amount of turnover at the beginning of the Lease term, and the fact that actual damages by any holdover, or untimely surrender of Premises, would not be ascertainable and as such agrees that said \$50 per hour charge is a reasonable fee.

A. MOVE-OUT CHECKLIST – LESSEE agrees to abide by the following checklist at move-out.

- TRASH/PERSONAL ITEMS: REMOVE all trash from the unit and dispose of properly. No items of furniture or other items too large for the dumpster are permitted to be deposited in the dumpster area but will be carried away from the premises by the LESSEE. Remove all of your personal belongings including ALL trash, clothes, hangers, food, and cleaning supplies. Anything that you leave behind will have to be removed and the cost of removal will be charged against your deposit.
- OUTSIDE AREA: CLEAN and REMOVE all personal belongings from storage areas, attics, back porches, patios, yards, etc. Anything that you leave behind will have to be removed and the cost of removal will be charged against your deposit.
- FURNITURE: ARRANGE all furniture in furnished units to its original position. If you do not remember how the furniture is suppose to be arranged, check with your property manager. Your security deposit will be charged if we have to move back any furniture into its correct place in the unit or if any furniture has been damaged due to Lessee abuse or neglect.
- LIGHT BULBS: REPLACE all burned out bulbs. If you cannot reach a bulb in the ceiling, leave a new bulb and our maintenance staff will replace it for you at no charge. Do not remove light bulbs from the premises. All lights bulbs must be in working condition.
- FINAL CHECK: WALK through the entire unit and make sure that the unit is in order. We ask that you leave it in a generally tidy condition. This means clean up any messes, clean out refrigerator, and remove all trash, food, and personal items from the unit.

B. MOVE-OUT PROCEDURES – LESSEE agrees to abide by the following procedures at move-out.

- It is imperative that **ALL KEYS** are turned in to the office **no later than 9:00AM** on the last day of your lease period. If you fail to surrender the premises to the LESSOR at 9:00AM on the lease ending date, you will be charged a **\$50 per hour fee** until all keys are turned in. **If all keys, including mailbox keys, are not turned in by that time, the locks will be re-keyed and the cost will be charged against your Security Deposit.** If it is necessary for you to place keys in the drop box, please place them in an envelope with your unit number and forwarding address written on the front.
- Even though the Turnover Fee that you have previously paid will be used to cover the costs associated with cleaning and carpet cleaning upon your move out, we ask that you leave the unit in a tidy condition as noted in Section A. **All personal items and trash must be removed from your unit and surrounding areas prior to you leaving.** If you leave **personal items and/or trash** in the unit you will be charged for their removal.
- An Auburn Realty representative will inspect the unit **after your lease term expires**, prior to next Lessee moving in. You may be present if you so desire. The necessary repairs and furniture replacement, if applicable, will be done according to what is reported on that **INSPECTION**. Any items noting damages on that inspection, which were not noted/reported on your move in inspection, will be charged against your Security Deposit. **The better condition that your unit is left in, the more favorable Security Deposit Refund will be returned to you.**
- Utilities, such as Power and Water, should be left in your name and must remain connected until the end of your lease. **IF YOU VACATE EARILER THAN YOUR LEASE END DATE AND AUBURN REALTY HAS TO HAVE THE WATER OR THE POWER CUT BACK ON TO CLEAN THE UNIT, THERE WILL BE ADDITIONAL CHARGES FOR RECONNECTION FEES IN ADDITION TO THE CLEANING BILL.**

The above has been read and understood by me/us as the LESSEE. I/We understand that it is my/our RESPONSIBILITY TO RETURN THE PREMISES TO THE OWNER UPON VACANCY IN GOOD CONDITION, excepting normal wear and tear. LESSEE HEREBY AGREES TO ABIDE BY THE MOVE-OUT INSTRUCTIONS AND ACCEPT RESPONSIBILITY FOR CHARGES INCURRED AS A RESULT OF THE MOVE-OUT INSPECTION AT THE TIME LESSEE VACATES THE PREMISES. LESSEE MAY BE PRESENT AT INSPECTION. SAID INSPECTION WILL BE PERFORMED AT A TIME SET AT SOLE DESCRETION OF LESSOR.

Lessee(s) initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Sub-Lessee(s) initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Rev. 01/13

**7. CARE OF THE PREMISES:** In addition to other obligations expressly provided in this Lease, the Lessee shall:

- A. Comply with the provisions of §35-9A-301, Code of Alabama (1975), as amended;
- B. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- C. Keep the Leased Premises as clean and as safe as the condition of the Property permits;
- D. Dispose from the Leased Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- E. Keep all plumbing fixtures in the Leased Premises as clear as their conditions permits;
- F. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the Leased Premises;
- G. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Leased Premises; or knowingly, recklessly, or negligently permit any person to do so;
- H. Conduct himself or herself and require other persons on the Leased Premises with the Lessee's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the property surrounding the Leased Premises; and
- I. Comply with the Lease and any Rules and Regulations adopted by the Lessor.

**8. USE OF PROPERTY:** Lessee covenants to keep quiet possession of the Property during the term of the Lease. Lessee agrees that the Property shall be used only as a private residence, that no business activities shall be conducted on the Property without the prior written consent of Lessor, that no advertisements for any activities or businesses conducted on the Property shall ever be done without the permission of Lessor, and that the Property shall be used only in a lawful manner in accordance with all City, State, and Federal laws, regulations and ordinances. Lessee shall permit no waste of the Property, but rather shall maintain the Property in a clean and orderly state at all times, including the disposal of all trash and the general cleaning as required and as deemed normal by the community. Lessee agrees to dispose of all trash using the appropriate containers designated by Lessor, and Lessee further agrees to promptly pay to Lessor a minimum fee of \$25.00 per bag anytime Lessor removes Lessee's trash from the Property because Lessee has not properly disposed of same. Any damages done to the Property by Lessee shall promptly be reported to Lessor, who will make the final determination as to the course of repair, and Lessee agrees to pay for all such repairs upon demand by Lessor. Upon termination of this Lease, Lessee shall turn peaceable possession of the Property over to Lessor, in a completely clean state, including all plumbing fixtures, floors, carpets, appliances, windows, walls, and doors, except for the normal wear associated with the reasonable and careful use of the Property by Lessee as agreed to in this Lease. It is further agreed that no alterations, repairs, changes or improvements are to be made in or to the Property, without the prior written consent of Lessor, except such as are necessary for the proper care and maintenance of the Property. Any alterations, additions or improvements in or to the Property or any building situated thereon shall become the part of the Property at the expiration or termination of this Lease; however, Lessor may direct the removal of alterations, additions, or improvements by giving notice to Lessee prior to the expiration or termination of this Lease and Lessee shall take precautions to prevent damage to the Property which may be occasioned by the removal of such additions or alterations. Lessee further agrees to keep all sinks, lavatories, and commodes open and free from any type of clogged drains, and to report any malfunction of this nature to Lessor within 48 hours of taking occupancy of Property. After that time, Lessee will be responsible for the costs of clearing all clogged drains, sinks, lavatories and commodes during the terms of this Lease, unless the nature of the obstruction is due to a defect in the plumbing.

LESSEE agrees to maintain electric utility service in Lessee's name to the Property during the term of this Lease and to keep the electrical service turned on to the Property at all times during the term of this Lease. In the event the Property is to be left unattended, then in such an event, the Lessee will leave the heat on with a minimum setting of 50 degrees on the thermostat. Lessee agrees that the Property is not to be used for the purpose of holding large parties, entertaining large groups of people, or holding large meetings. Lessee agrees to comply by all Federal, State, and City laws and ordinances regarding the consumption of alcohol by minors. Lessee is expressly prohibited from having keg parties, or open-invitation parties, or to advertise a party at the Property in any way. Drugs (possession of which are deemed illegal) are not permitted on the Property.

**9. REPAIRS TO PROPERTY:** Lessor is under no duty to make any repairs except as herein provided and as may be otherwise required by law, and Lessee agrees that Lessor shall not be liable for any damage, including high utility bills, caused by failure or delay to make such repairs. Lessee agrees not to hold Lessor liable for the breakage or leakage of water pipes above ground, nor for stoppage of toilets, waste pipes, or sewers above ground; but on the contrary Lessee is responsible for such breakage or leakage and for stoppage of toilets, waste pipes, or sewers, including high utility bills, and hereby agrees to make payment within 30 days for all necessary repairs relating to the same. Lessor agrees to repair underground pipes and to relieve stoppage of same after reasonable notice from Lessee, if due to natural causes or deterioration. Lessee will be charged for damages caused by carelessness or negligent or improper use and hereby agrees to remit payment for the repairs of such damages within thirty (30) days after repairs have been made. If stoppage of a garbage disposal is caused by improper use or caused by accident by the Lessee, Lessee hereby agrees to pay for the unstopping or repairing of the disposal. Lessor hereby agrees to make necessary repairs to the roof after reasonable notice from Lessee. Lessee hereby agrees that the Premises are in a good and safe condition at move-in, and will notify Lessor of any changes in this condition.

During the term of this Lease, Lessee shall promptly notify Lessor of all repairs needed in the Property, and shall allow Lessor a reasonable time to complete such repairs without liability to Lessor. Upon notice by Lessee, within 48 hours of first Lessee on this Lease to take occupancy of the Property, Lessor shall provide replacement light bulbs and shall clear any clogged drains at no cost to Lessee. After this time, Lessee shall be responsible for the cost of replacing any burned out incandescent light bulbs inside or outside the Property or unclogging all drains, including toilets, if such clogging is due to the deliberate or negligent actions of Lessee in the Property. Lessee shall not contract for any repairs to the Property without the permission of Lessor, except in extreme emergency, and shall only call a service agency after attempting to notify Lessor. Emergency repairs are agreed by all parties to be only such repairs that are necessary to prevent damages to the Property, and repairs to air conditioning equipment are expressly excluded from those repairs considered to be of an emergency nature. Upon notification of the need for repairs, Lessor shall make the necessary arrangements for same, and Lessee agrees to allow access to the Property by duly authorized agents and workmen of the Lessor to inspect and make said repairs or needed alterations during reasonable hours, except in the case of emergency repairs, when said repairs shall be made in the most expeditious manner. Lessee shall not construct or attach any structure, shelf, fence, or wall, nor make any holes in walls or doors of Property, except that Lessee shall be permitted to hang pictures and wall hangings from walls provided that no tape or any other adhesive including putty is used to affix these items to the walls or doors. Lessee will be charged for all repairs required by damage to walls, including but not limited to holes and damage caused by tape and other adhesives including putty used by Lessee to affix posters, pictures, etc. to the walls. Lessee will be charged for the replacement of any doors damaged by holes put into same to hang pictures, towel racks, hooks, etc.

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Rev. 01/13*

LESSEE agrees to permit no waste to occur of, to, or about the Property, such as, but not limited to, removal of garbage and washing of dirty dishes, on a prompt regular basis to prevent the attraction of bugs, etc. Lessee shall at all times maintain and take good care of the Property during the term of this Lease. Upon termination of this Lease, Lessee agrees to give possession of the Property to the Lessor without notice by Lessor and Property shall be in as good condition as at the commencement of the term hereof, normal wear and tear excepted. Lessee shall make no alterations, repairs, or improvements of any type to the Property, without the prior written consent of the Lessor, which consent may be withheld with or without justification. In the event the Lessee does not maintain the Property in a good state of repair and keep the Property in a safe, clean, and sanitary condition during the term of this Lease, the Lessor shall have the right to treat the same as an Event of Default of the Lease. The Lessee will be held liable for any damages to the Property caused by Lessee's guests or visitors. If Pest Control and/or Quarterly Maintenance are provided at the property, Lessee, after reasonable notice, hereby grants access to Lessor, or their representative, to perform such duties. Lessee hereby understands and agrees that these services, if provided, are not optional and Lessee must allow access for these services.

**10. SMOKE DETECTORS / FIRE EXTINGUISHER:** Lessee agrees to never disconnect smoke detectors and to routinely check and promptly report to Lessor any problems with any smoke detector. Lessee agrees to promptly report to Lessor any use of the fire extinguisher provided in Property. Upon taking occupancy of the Property, Lessee shall immediately notify Lessor if no fire extinguisher or a discharged fire extinguisher is found in the Property. Lessee shall pay for servicing all discharged fire extinguishers during the term of this Lease, including all damages caused by such discharge by Lessee or guests NOT in the event of fire.

**11. SECURITY:** Lessor does not provide a security guard or on-site security and makes no representation as to the safety of the Property. Lessee is encouraged to use all locks installed on the Property at all times. Lessee agrees to report all suspicious activities of any persons around the Property to the Auburn Police and/or any other appropriate law enforcement agency. Lessor does not assume any obligations to pay for loss of or damage to items of personal Property of Lessees, which occurs on the Property, its surrounding buildings, grounds, or parking lots.

**12. COMMON AREAS AND PARKING:** It is understood that the Property may form a part of a living unit located in a building in an apartment complex or condominium. Associated with the apartment complex or condominium may be (but are not required) various areas designated for the use in common by all tenants, including the parking area, walkways, clubhouse, swimming pool, and other amenities made available from time to time in the discretion of the Lessor. Lessee agrees that Lessee will be responsible for any damages to other portions of the Premises, portions of the building in which the Property is a part, other portions of the apartment complex or condominium of which the Property is a part, and all common areas if caused by the Lessee or by guests or invitees of Lessee. Lessee is permitted to park one vehicle in the parking areas of the complex for each person named on this Lease. The following types of vehicles are expressly prohibited: Recreational Vehicles (RV's), trailers of any kind, boats, ATV's, construction equipment, lawn maintenance equipment, and business delivery vehicles. Motorcycles must be parked appropriately in a regular parking space. Working on or washing of any and all vehicles anywhere on the Premises is specifically and strictly prohibited.

**13. CONDEMNATION:** It is agreed by and between the Lessor and the Lessee that if the whole or any part of said Property hereby Leased shall be taken by a competent authority for any public or quasi-public use or purpose, making the Property uninhabitable as a residence, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the Property so taken shall be required for such use of purpose. All damages awarded for such taking shall belong to and be the property of the Lessor. In the event the Property is condemned by a government agency (such as health department), then this Lease will terminate from date of said condemnation.

**14. LESSOR'S RIGHT OF INSPECTION AND ENTRY:** Lessee agrees to permit Lessor or its agents to enter the Property at reasonable hours for the purpose of making inspections, enforcement of the Lease, improvements, and repairs upon 48 hour notice. Should an emergency condition exist such as, but not limited to, fire, storm, bursting of pipes, or need for emergency repair or Lessor has reason to suspect a violation of the terms of this Lease in which event, or events, Lessor or its agents may enter at any time without notice. Lessee agrees to allow Lessor or its agents to show the Property during reasonable hours to prospective tenants or buyers during the term of this Lease. Lessor will make a reasonable effort to contact Lessee prior to showing Property to prospective tenants or buyers. Should Lessor enter for the purpose of making an inspection and determine there are any problems with repair, damage, or otherwise, Lessor shall notify Lessee, specifying the existence of such damage, and Lessor shall have the option to repair, replace, clean or otherwise deal with any damaged items and shall invoice Lessee for all such charges, including a reasonable charge for management overhead as a result of said actions with respect to any matters other than reasonable wear and tear. It is understood that more than one Lessee may occupy Property jointly. In such event, all Lessees shall be held jointly and severally liable for the damages and cost of repairs to the Property. Lessee acknowledges that there is a joint responsibility with respect to the total Premises, and each Lessee may be jointly and severally liable for damages caused by other Lessees or their guests in and about the Property and Premises, and accordingly each must exercise responsibility to ensure that the entire Property and Premises is maintained in good order and repair at all times during this Lease.

**15. DEFAULT:**

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

- (i). If Lessee shall default in observing, performing, or keeping any term, provision, covenant or condition of this Agreement on Lessee's part to be kept, observed, or performed (other than covenants for payment of Rent or additional charges as described in the Lease), including the Rules and Regulations incorporated herein, and shall not cure such default within fourteen (14) days after Lessor gives Lessee written notice thereof. However, failure of Lessor to give such notice shall not be deemed a waiver of such Event of Default.
- (ii). If the Premises becomes vacant or deserted for a period of fourteen (14) days without prior notice to the Lessor of the extended absence of the Lessee no later than the fifth day of the extended absence.
- (iii). If the Lease is assigned or the Premises sublet without the express written consent of the Lessor.
- (iv). If Rent is unpaid when due and the Lessee fails to pay Rent within seven (7) days after receipt of written notice to terminate the Lease for nonpayment and if the Rent is not paid within the seven (7) day period, the Lessor may terminate the Lease at the expiration of the

seven (7) day period. If noncompliance of any condition of the Lease occurs under both subsections (i), (ii), (iii), (v), (vi), and/or subsection (iv), the seven (7) day notice period to terminate the Lease for nonpayment of Rent shall govern.

(v). The keeping or allowing of any animal of any kind in the Property, unless specifically agreed to in writing and made a part of this Lease by Lessor in order to pay for any and all damage caused by said animal. Under no other circumstances are any animals, including but not limited to dogs, cats, birds, snakes or other reptiles, rabbits, hamsters, or ferrets to ever be allowed inside the Property without prior written consent from Lessor.

(vi). By allowing any person not named in this Lease to reside in the Property for more than three continuous days. Any guest occupying the Property for more than three continuous days must be approved by and registered with Lessor as a guest. Lessee is expressly prohibited from collecting any rent or charging any fees of any nature to any guest staying in the Property. Lessee agrees to be held accountable for any damages done to the Property or to the surrounding Property, by any guest of Lessee, and Lessee agrees to make prompt payment to Lessor upon demand by Lessor.

**B. Lessor's Rights.**

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

(ii). If Lessor shall elect to terminate Lessee's right to possession only, without terminating the Term of the Lease, Lessor at its option may enter into the Premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof, without such entry and possession terminating the Term of this Lease or otherwise releasing Lessee in whole or in part from all of its obligation, including, but not limited to, the obligation to pay the Rent, Utility Fees, and expenses herein reserved for the full Term hereof. Upon and after entry into possession without termination of the Term hereof, Lessor may, but need not, relet the Premises or any part thereof for the account of Lessee to any person, firm, or corporation other than Lessee for such Rent, for such time, and upon such terms as Lessor in its discretion shall determine. If any Rent collected by Lessor upon such reletting for Lessee's account is not sufficient to pay the full amount of the rental herein reserved and other payments, and not theretofore paid by Lessee, together with the cost of any repairs, alterations, or redecoration necessary for such reletting, Lessee shall pay to Lessor the amount of such deficiency upon demand, and if the Rent so collected from such reletting is more than sufficient to pay the full amount of the Rent and Fees reserved hereunder and other payments, together with the aforementioned costs, Lessor, at the end of the stated Term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of the Lessee to Lessor under the terms of this Lease.

**C. Remedies, Default, and Waiver.** Lessee agrees that all remedies herein given to Lessor including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Lessor shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Lessor, express 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, covenant, or condition hereof. Failure of Lessor to declare any Default upon occurrence thereof or to insist upon strict performance, or delay in taking action with respect thereto, shall not waive such Default, but Lessor shall have the right to declare such Default at any time and take such action as may be authorized hereunder, at law or equity, or otherwise.

**16. ABANDONMENT BY LESSEES:** In the event that Lessee abandons the Property prior to the end of this Lease, or in the event that Lessee never takes occupancy of the Property, Lessor shall have the right to re-enter the Property for the purposes of cleaning, repairing and preparing the Property for re-leasing, and Lessor shall have the right to re-lease the Property upon such abandonment by Lessee. This in no way shall release Lessee from any obligations under this Lease, and Lessee shall remain liable for all obligations of this Lease. Any personal Property of Lessee remaining in the Property at the termination of the Lease for whatever reason shall be disposed of by Lessor in accordance with state law and by any method deemed appropriate without liability to Lessor.

**17. LAWS AND ORDINANCES:** Lessee agrees to comply with all laws, regulations and city ordinances affecting the use and occupation of the Property hereby Leased. Lessee agrees to take proper care of and protect Property from damage and shall be accountable for failure to do so at no cost to Lessor. Lessee shall replace all broken glass, replace all keys or locks lost or broken and keep Property in a sanitary condition.

**18. HEIRS, ASSIGNS, ETC.:** The parties agree that the words Lessor and Lessee whenever used in this Lease include heirs, devisees, legatees, executors, administrators, legal representatives, successor or assign of the Lessor and Lessee respectively as if each time fully expressed.

**19. ALTERATIONS:** It is further agreed by and between the parties to this Lease that no alterations, painting, wallpapering, repairs, changes, or improvements of any type or character are to be made in or to the Property herewith Leased without the prior written consent of Lessor except such as are necessary for the proper care and maintenance of the Property in an emergency.

**20. FOR RENT - FOR SALE:** Lessee agrees that Lessor shall have the right to attach a "For Rent" sign or a "For Sale" sign on the Property or in the window of the Property, and Lessee agrees to allow Lessor, its agents, or sub-agents, to show the Property during reasonable hours to prospective renters or buyers, provided that Lessor gives appropriate notice to Lessee.

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Rev. 01/13*

**21. EXCUSE OF LESSOR'S AND LESSEE'S PERFORMANCE - FORCE MAJEURE:** Anything in this Lease to the contrary notwithstanding, Lessor shall not be deemed in default with respect to the delivery of actual possession or quiet enjoyment of the Property, nor shall Lessor be deemed in default in the performance of any of the terms, covenants, provisions or conditions of this Lease to be performed by Lessor if any failure of Lessor's performance shall be due to fire, storm, flood, rain, freeze, ice storm, earthquake, accidents, explosion, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, statutes, laws, ordinances or controls, labor unrest, picketing, strikes, walkouts, lockouts, windstorm, inability to obtain any material or service, power outage or act of God, or any other cause whatsoever beyond the reasonable control of Lessor and Lessor shall incur no liability damages or obligation in any of such causes.

**22. STRUCTURAL DAMAGES AND REPAIRS:** If the Premises are destroyed by fire or casualty, and such fire or casualty is due to the Lessee's fault or negligence, then the monthly installments of rent shall not abate, and the Lessee shall continue to be responsible for all rental installments contemplated hereunder. The Lessor shall not be responsible for any costs or repairs or maintenance, which are directly or indirectly attributable to the intentionally negligent acts or omissions of Lessee, Lessee's family, guests, agents, or invitees, and such expenses or costs shall be the sole responsibility of the Lessee.

If the Premises shall be made uninhabitable by fire or other casualty, Lessor, if it so elects, may (1) terminate the term of the Lease, effective as of the date of such fire or casualty, by written notice given to Lessee within fourteen (14) days after such date, or (2) repair, restore, or rehabilitate said Premises at Lessor's expense, in which event the Term hereof shall not terminate, but any fixed rent herein reserved shall be abated on a per diem basis while the Premises shall remain untenable. Lessee shall not remain in possession of the Premises after the expiration of the Lease Term.

If the Premises are damaged or destroyed by fire or casualty not caused by the Lessee to an extent that enjoyment of the Premises is substantially impaired, the Lessee may: (1) immediately vacate the Premises and notify the Lessor in writing within fourteen (14) days thereafter of the Lessee's intention to terminate the Lease, in which case the Lease terminates as of the date of vacating; or (2) if continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty, in which case the Lessee's liability for Rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If the Lease is terminated pursuant to this section the Lessor shall return all security recoverable under Section 2 herein. Accounting for Rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

**23. SEVERANCE:** This Lease is intended to fully comply, and shall be governed by, the Alabama Uniform Residential Landlord And Tenant Act (Code of Alabama §35-9A-101, et seq.) in all aspects, and is not intended to waive any rights that either Party may have under said Act. In the event that any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such section, clause, sentence, word or provision shall be either modified to conform to law consistent with the intent of this Lease or considered severable, with the remaining provisions hereof continuing in full force and effect.

**24. JOINT AND SEVERAL LIABILITY:** This is a joint and several obligation. Where there is more than one Lessee, each is jointly and severally liable for payment of rent, and all other charges associated with this Lease, in full. **Default in payment of rent or any other charge associated with this Lease, or any other provision of this Lease by any Lessee, shall be deemed a default by all Lessees.**

**25. FURNITURE:** In any case where furniture or appliances are provided as a part of the Lease, it is expressly agreed that no items provided by Lessor are ever to be removed from Property without prior written consent from Lessor. Lessee agrees that when Lessor supplies furniture, Lessee will permit no waste, Lessee will not place any furniture or furnishings that belong to the Lessor outside the Property without written permission, and will upon termination of this Lease, return the same to Lessor in as good condition as at the beginning of this Lease, or as same may be put in during the term, subject to reasonable use and wear thereof; and Lessee further agrees that Lessor may inspect the Property and furniture herein Leased during reasonable hours provided that Lessor gives appropriate notice to Lessee. Lessee will be held responsible for any furniture that obtains a permanent odor (ex. cigarette, animal) and Lessee hereby agrees to pay for replacement of said furniture. It is hereby agreed that the items checked below are the furnishings included in the leasing agreement.

**UNFURNISHED**

**MAGNOLIA STUDIOS:** Couch, Small Coffee Table, Nightstand, and Chest of Drawers

**CAMPUS COURTYARD @ MAGNOLIA:** Couch, Chair, Coffee Table, 1 (or 2) End Tables, \*Bed per bedroom, 2 Barstools, 1 Nightstand per bedroom, and 1 (or 2) Chests of Drawers per bedroom

**COURTYARD CONDOS:** Couch, Chair, Coffee Table, 1 (or 2) End Tables, \*Bed per bedroom, 2 Barstools, 1 Nightstand per bedroom, and 1 (or 2) Chests of Drawers per bedroom

**DEERWOOD:** Couch, Chair, Coffee Table, 1 (or 2) End Tables, 1 Nightstand per bedroom, and 1 (or 2) Chests of Drawers per bedroom

**HABITAT:** Couch, Loveseat, Coffee Table, 1 (or 2) End Tables, 1 Nightstand per bedroom, and 1 (or 2) Chests of Drawers per bedroom

**OTHER:** \_\_\_\_\_

\*Bed sizes will vary in each unit and each bedroom at these properties.

**26. WAIVER ESTOPPEL:** The failure of Lessor to insist upon strict performance of any portion of this Lease shall not act as a waiver or relinquishment of any portion of the Lease but rather the Lease will remain in full force and effect.

**27. RULES & REGULATIONS:** When Property is a part of a complex, Lessees agree to abide by all RULES & REGULATIONS that may be implemented by Lessor, Owner, or any governing Association of Owners. Lessee acknowledges receiving a current copy of any such RULES & REGULATIONS that apply to the Property prior to the signing of this Lease and hereby acknowledges that they are an attachment to this Lease.

**28. PET NOTICE:** The undersigned Lessee(s) understand and agree that this is a "NO PET" UNIT and this Lease does not permit any pets by Lessee(s), Guarantor(s), or guests, inside the Property or on the Property at any time, for ANY duration of time. There are no exceptions to this policy except those that are in writing and that are made a part of this Lease by Addendum. It is agreed that if a pet or evidence of a pet is ever found

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Rev. 01/13*

on the Property, such event will be considered an Event of Default and the entire security deposit held on the unit will be forfeited, the total rent and utility payment for the entire length of the lease will be due and payable immediately, and eviction procedures will begin immediately. **Should a pet or evidence of a pet ever be found in the Property, Lessee(s) additionally agree to immediately upon notification from Lessor, remove the pet from Property and pay a \$100 per pet, per day pet violation fee.** Lessee also agrees to pay the costs of having the Property treated for fleas by a professional exterminator of Lessor's choice, and for having the carpeting and furniture (where applicable), professionally steam cleaned and deodorized by a company of Lessor's choice. All damages done by the pet will be the responsibility of the Lessee. In the event that Lessor consents in writing to allowing the Lessee to keep a pet on the Premises, there shall be an additional pet fee, pet deposit, and monthly pet rent as described on the Pet Agreement which is attached to this Lease and specifically incorporated herein.

**29. BANKRUPTCY:** It is agreed that in the event Lessee(s) or the Guarantors shall be adjudged a bankrupt during the term of this Lease the rent for the whole term of this Lease shall be immediately due and payable and Lessor may without notice or demand proceed to enforce the collection of same. Lessee and Guarantor agree to claim full exemptions in the event of bankruptcy. Lessee and Guarantor hereby appoints Lessor as his true and lawful attorney in fact to claim and collect Lessee's said exemptions in the event Lessee fails to claim same and to apply same on the payment of rent and other charges due under this Lease, and Lessee hereby assigns to Lessor so much of said exemptions as will pay the rent due under this Lease and all other charges.

**30. RENEWAL OF LEASE:** This Lease may be renewed with a Lease Renewal Addendum or with a new Lease Agreement, at the sole option of the Lessor. Lessor will send Lessee a renewal notice with instructions and a specified date to respond. Should Lessee fail to respond by that date then the Property may be leased to someone else. Lessor is under no obligation to renew this Lease. If this Lease is a renewal of a prior Lease in which one or more of the Lessees are new and are being added or are replacing one or more of the old Lessees then this Lease is considered a holdover renewal. In this case no move-out cleaning or move-out carpet cleaning will be done. However, annual holdover carpet cleaning will be performed by a professional carpet cleaning company designated by the Lessor. This annual holdover carpet cleaning will be billed to the Lessee after service is completed. If Lessee does not remit payment within specified time, then Lessee may be held in default of the lease or it will be charged against the refundable portion of the Security Deposit. Further, it is hereby understood that the new Lessee(s) will be responsible for reimbursing/paying and charging the old Lessees for any and all portions of the Security Deposit and furnishing evidence to the Lessor of what was done. Lessor will provide a form for this at the request of the Lessee.

**31. GUARANTOR AGREEMENT - PROMISE TO PAY:** The Guarantor(s) hereby agree as evidenced by the attached Guarantor Agreement(s) without exception to guarantee the timely payments of rent and deposits and any other charges associated with this Lease by the Lessees, as described herein in this Lease Agreement and all subsequent renewals thereof, and in any event that the rent is not paid on time by the herein named Lessees, upon notification by Lessor, the Guarantor(s) promise to pay any and all of the remaining installments of the rent due under this Lease, directly to the Lessor, in accordance with the terms of the Lease. The Guarantor(s) have read and reviewed the Guarantor Agreement to their satisfaction and understand fully that this guarantee constitutes a legal and binding contract between Guarantor and the Lessor. This contract shall be binding under the Laws of the State of Alabama, regardless of the State in which this document is signed, and in the event of any legal action arising out of this promise, the Guarantor(s) agree without exception that the place of venue shall be Lee County, Alabama.

**32. ATTACHMENTS:** It is hereby acknowledged and agreed to that the following items are Attachments to and therefore are a part of this Lease:

- A. Application (Completed and Signed prior to approval)
- B. Current Rules and Regulations (Copy furnished to Lessee(s) with copy of Lease)
- C. Move-In Inspection (Completed, Dated, & Signed by Lessee(s) and only if returned to Lessor within 48 hours after move-in)
- D. Guarantor(s) Agreement(s) (Signed by Guarantor(s), applicable only if Guarantor(s) required as per application approval)
- E. Mold and Bed Bug Addendum
- F. Pet Addendum (Signed by Lessee(s) with Lease, if applicable)
- G. Parking and Towing Addendum (Signed by Lessee(s) with Lease, applicable only if required by property)
- H. Condominium Declarations, Articles of Incorporation, By-Laws, and Rules and Regulations, (applicable only if property is a condominium)
- I. Lease Renewal (Signed by Lessee(s), applicable only if Lease is renewed)
- J. \_\_\_\_\_

**33. ENTIRE AGREEMENT:** This Lease and the amendments, if any, attached hereto, as well as the Rules and Regulations, set forth all covenants, promises, conditions, and understandings between the Lessor and the Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No modification or limitation or extension of any condition of this Lease will be binding unless in writing and signed by the Lessor and the Lessee. The Lessor's failure to take advantage of, or the time taken to enforce, any Event of Default of the Lessee 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 to lessen the right of the Lessor to insist upon the provisions hereof. It is understood that the terms "Lessor" and "Lessee" are used in this agreement and they shall include both the plural and shall apply to persons both male and female. All obligations of the Lessee are to be joint and several. This Lease, whether or not recorded, shall be junior subordinate or to any mortgage hereafter placed by the Lessor in the entire property of which the Premises form a part. All the terms and conditions of this Lease are clearly bargained for and any ambiguity in any of its terms and conditions shall not be strictly construed against its drafter.

**34. ACKNOWLEDGMENT**

**LESSEE hereby acknowledges that he or she has read this LEASE, the RENTAL APPLICATION, and if applicable, the RULES & REGULATIONS. Lessee understands that the RULES & REGULATIONS may be amended from time to time and are for the purpose of protecting the Property and providing for the safety and well being of all who Lease and reside in the premises in which the Property is a part. Lessee agrees to comply in all respects with the terms and provisions of this Lease and Lessee acknowledges that this Lease is a legal document and is intended to be enforceable against Lessee and any guarantor in accordance with its terms and conditions. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama. This Lease and its attachments represent the entire and inclusive agreement between the parties hereto.**

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ *Rev. 01/13*



35. **IMPORTANT:**

**It is important that you read this document before signing. By initialing each page, you are acknowledging that you have read each page and are in acceptance of its terms.** This is a legally binding contract and if you do not understand it, you should seek competent advice or assistance. If Lessee is under 19 (or 18 and married), then his/her parent or legal guardian must also become a party to this Lease as Co-Signor/Guarantor by signing a Guarantor Agreement. Any Co-signor/Guarantor signature not signed in the presence of the Lessor or his authorized agent must be notarized. In order to have a fully executed and valid Lease which will hold the unit **ALL** documents referenced in Section 32 **MUST** be properly executed by all parties by the deadline set by Auburn Realty, LLC.

36. **SIGNATURES:** IN WITNESS WHEREOF, the parties below have executed this instrument on the date and the day first written above.

**LESSOR:**

**AUBURN REALTY, LLC**

By: \_\_\_\_\_  
Printed Name Signature  
Its: \_\_\_\_\_

**LESSEE(S):**

1. \_\_\_\_\_  
**Print Full Legal Name - Lessee** **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

\_\_\_\_\_  
Print Full Legal Name - Guarantor **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

2. \_\_\_\_\_  
**Print Full Legal Name - Lessee** **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

\_\_\_\_\_  
Print Full Legal Name - Guarantor **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

3. \_\_\_\_\_  
**Print Full Legal Name - Lessee** **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

\_\_\_\_\_  
Print Full Legal Name - Guarantor **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

4. \_\_\_\_\_  
**Print Full Legal Name - Lessee** **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

\_\_\_\_\_  
Print Full Legal Name - Guarantor **Legal Signature** **Date**  
WITNESS: \_\_\_\_\_ Or \_\_\_\_\_ SEAL  
AR Initials Notary Signature Term Expires

**SUBLEASE AGREEMENT:**

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as SUB-LESSEE(s), has/have requested that he/she/they be substituted on the original lease to take the place of:

\_\_\_\_\_  
\_\_\_\_\_

beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_\_.

SUB-LESSEE may take possession on \_\_\_\_\_, 20\_\_\_\_, provided that all provisions of this addendum have been met. LESSOR agrees to this SUB-LEASE provided the following conditions are met:

1. SUB-LESSEE reads and accepts all terms of the original lease agreement. **\*\*Auburn Realty, LLC strongly encourages all SUB-LESSEE(s) to thoroughly read and understand the lease agreement to which they are hereby agreeing to and accepting. SUB-LESSEE(s) are required to initial each page of the original lease agreement signifying they are in acceptance of its terms.\*\***
2. SUB-LESSEE(s) agrees to advance the sum of \$\_\_\_\_\_ in one payment from the designee named below, equaling one monthly installment for the rent, at the execution of this Lease, for a REFUNDABLE Security Deposit, subject to the terms herein, and to be held by Lessor as a Security Deposit for faithful performance of all terms of this Lease, and as security against any damages caused to the Property by Lessee. Lessee further agrees to advance the sum of \$\_\_\_\_\_, at the execution of this Lease, for a NON-REFUNDABLE Turnover Fee to be used to cover cleaning and carpet cleaning costs at move out. The undersigned SUB-LESSEE(s) hereby designate named SUB-LESSEE, \_\_\_\_\_, to be mailed any Security Deposit refund due or bill for charges in excess of the Security Deposit.
3. SUB-LESSEE accepts the property is AS-IS condition, any and all damages done by the ORIGINAL LESSEE(s) ARE A MATTER BETWEEN THE ORIGINAL LESSEE(S) AND THE SUB-LESSEE. If ORIGINAL LESSEE agrees to take responsibility for any damages in the property, it must be done in writing to the LESSOR, detailing specific items of responsibility and agreeing that the cost of repairing same to be deducted from Security Deposit of ORIGINAL LESSEE(s).
4. The Security Deposit of the ORIGINAL LESSEE(s) shall be held until the end of the original lease term. ORIGINAL LESSEE'S Security Deposit will be refunded within 35 days after the ending date of the original lease term less an administrative fee for sub-leasing of \$100.00.
5. ORIGINAL LESSEE and GUARANTOR are responsible for all terms of the original lease until the end of the original lease period in the event of SUB-LESSEE default.
6. SUB-LESSEE shall not be allowed to move into the Premises until all terms of this ADDENDUM are met and ORIGINAL LESSEE has returned keys to LESSOR. ORIGINAL LESSEE must return to LESSOR all keys issued at the beginning of or during the course of the original lease before SUB-LESSEE can move in. If all keys are not returned to LESSOR, ORIGINAL LESSEE agrees to be responsible for the cost of re-keying the property and mailbox if applicable.

\_\_\_\_\_  
ORIGINAL LESSEE DATE

\_\_\_\_\_  
SUB-LESSEE DATE

\_\_\_\_\_  
ORIGINAL LESSEE DATE

\_\_\_\_\_  
SUB-LESSEE DATE

\_\_\_\_\_  
ORIGINAL LESSEE DATE

\_\_\_\_\_  
SUB-LESSEE DATE

\_\_\_\_\_  
ORIGINAL LESSEE DATE

\_\_\_\_\_  
SUB-LESSEE DATE

\_\_\_\_\_  
LESSOR DATE

*Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

*Sub-Lessee(s) initial* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_