

ALICE HENDERSON REALTY & RENTALS, L.L.C.

166 NORTH GAY STREET
AUBURN, ALABAMA 36830
(334) 502-7800 * FAX (334) 502-7802

THIS LEASE (herein, the "Lease"), made this the _____ of _____, between Alice Henderson Realty and Rentals, LLC, as agent/manager for Owner (hereinafter referred to as "Lessor" or "Manager") and

- 1.) _____ 2.) _____
3.) _____ 4.) _____
(Hereinafter collectively referred to as "Lessee").

WITNESSETH:

That in consideration of the representations made in the application filed by the Lessee and the conditions and covenants herein set forth, the Lessor hereby leases to Lessee the premises as described herein and upon the terms and conditions hereinafter set forth.

1. **Premises.** The Premises is located at _____
2. **Term.** The term of this Lease (hereinafter the "Lease Term") shall be from the ____ day of _____, ____ to the ____ day of _____, _____. If lease is not renewed, Lessor is to have the unit inspected by Manager and must vacate premises on _____ day of _____, _____.
3. **Notices.** Any notice to Lessor shall be delivered to Alice Henderson Realty and Rentals, LLC, 166 North Gay Street, Auburn, Alabama, who is acting as manager and agent for the owner of the Premises.
4. **Rent.** The Lessee agrees to pay the Lessor a total rental of \$ _____ (Dollars) for the Lease Term, (hereinafter the "Rent") payable as described in Paragraph 5.
5. **Rental Payments.** The Rent shall be paid in monthly installments of \$ _____ (Dollars), each to be due and payable, respectively **on the first day of the first month of the Lease Term**, and on the first day of each month thereafter. Rent shall be paid as **one single payment**, and Lessor shall not be required to accept payment for less than the monthly Rent due. For example, in the event of multiple persons occupying the Premises, there must be a single payment for the Rent, not separate payments for each person's proportionate share of the Rent. Such payment is to be made by in-state check, money order, or bank cashier's check. Payment must be made in full for each payment period, and shall be made payable and delivered to Alice Henderson Realty and Rentals, LLC, 166 North Gay Street, Auburn, Alabama, 36830. Lessor will not bill Lessee. Note when rent is due and comply to avoid penalty fees.
6. **Late Charges, Returned Checks.** Rent will be considered late if received after 5:00 p.m. on the fifth (5th) of each month. In the event that the total monthly Rent installment is not received by the fifth (5th) of each month, a late fee of **Ten Percent (10%) of the total monthly Rent** shall be assessed and added to the balance due. If the Lessor is given a check which is not honored on presentation for any reason whatsoever, Lessee agrees to pay a bad check charge of Thirty (\$30.00) dollars in addition to any other costs or fees incurred by the Lessor as a result of the returned check. In the event that any check is returned, the Lessee shall pay the remaining installments of Rent by certified check or money order.
7. **Joint and Several Liability.** This is a joint and several obligation. Where there is more than one Lessee, each shall be jointly and severally liable for the payment of the Rent. Default of the payment of Rent, damages, or any other event of default by any Lessee shall be deemed a default by all.
8. **Security Deposit.** At the time of the execution of this Lease, Lessee has deposited with Lessor a security deposit in the amount of \$ _____ (herein the "Security Deposit"). This Security Deposit is to be held by Lessor as a guarantee for the full and faithful performance of all the terms and conditions of the Lease by the Lessee. This Security Deposit is not a rental payment. In the event of any violation of the terms of this Lease by the Lessee, this Security Deposit, or a portion thereof, may be retained by the Lessor as partial liquidated damages, as further explained herein.
9. **Security Deposit Return.** The Security Deposit will be returned to the Lessee within Thirty-Five (35) days after the termination or expiration of this Lease, and any renewal thereof, **provided Lessee shall have made all such payments and**

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performed all such covenants and agreements imposed upon Lessee. The Lessor shall provide Lessee with an itemized accounting of all deductions from the Security Deposit. In the event that the charges imposed to cure any breach of the covenants or agreements imposed by this Lease are greater than the amount of the Security Deposit, the Lessee shall be jointly and severally responsible for such overage. The Lessee shall notify the Lessor of the address and telephone number and provide a self addressed stamped envelope where Lessee can be reached after the termination of this Lease. If the Lessee fails to provide such information, the Security Deposit may be mailed to the Lessee at the address of the Premises; and One Hundred Eighty (180) days after the termination or expiration of the Lease, Lessee will be deemed to have relinquished its right to the Security Deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Lessor against the Lessee under the provisions of this Lease. The conditions for the full return of the Security Deposit shall include, but not be limited to, the Lessor's satisfaction of the following:

- (a) The full Term of Lease has expired.
- (b) There is no damage beyond normal wear and tear to Premises, furniture, appliances, draperies, mini-blinds, etc.
- (c) The entire Premises, including all appliances, fans, baseboards, bathroom(s), windows, blinds, closets and cabinet fronts and interiors are clean. If cleaning is done by a professional cleaning company, a receipt of this must be given to Manager at the move-out inspection.
- (d) There are no stickers or scratches or holes on walls, ceilings, cabinets, appliances or plumbing fixtures.
- (e) There is no damage to carpet beyond normal wear and tear, and that there are no stains, tears, etc. in the carpet. Lessee acknowledges that the carpet will be professionally cleaned on or about the time Lessee takes occupancy. Lessee is responsible for professionally cleaning the carpet upon vacating the Premises and providing manager a receipt of this at time of move-out inspection.
- (f) That there are no unpaid charges, rental amounts, or late fees.
- (g) That all keys and parking permits are returned.
- (h) That all debris and rubbish and discards are placed in proper rubbish containers.
- (i) That forwarding address, self addressed, stamped envelope and telephone number is left with the Manager.
- (j) That there are no offensive or noxious odors existing on or about the Premises. It is Lessee's duty to have any foul or offensive odors and/or the source of the odors eliminated. If Lessor is required to have the Premises cleaned, fumigated, carpet and/or padding replaced, etc., the Lessee shall be responsible for such charges.
- (k) That all missing or non-functioning light bulbs are replaced with new 60-watt white or fluorescent white light bulbs.
- (l) That all fixtures must be in place and in working order including light fixtures, smoke detectors, towel and shower rods.
- (m) That no breach of the Lease and/or Rules and Regulations has occurred.

- 10. Use. The Premises shall be used as solely as a residential dwelling.
- 11. Occupants and Occupancy. The Lessee agrees that the Premises are to be occupied only by those specifically named in this Lease, or minors named in the lease application. The number of occupants must comply with all laws and city ordinances. All adult occupants must complete a rental application. If any other person resides with the Lessee without prior written authorization from the Lessor, the Lessor may treat the same as an Event of Default.
- 12. Sublease or Assignment. Lessee shall not have the right to sublet, assign, or otherwise transfer its interest in the Premises, nor place on the Premises any sign or notice stating that the Premises, or any portion thereof, is "for rent", or any similar advertising, without the prior written consent of the Lessor. Lessor may charge a **processing fee of \$100.00** in order to review any proposed sublease or lease assignment. There is no guaranty that any proposed sublease or lease assignment shall be approved by Lessor. In the event that the Lessor consents to a sublease or assignment, the original Lessee shall continue to be responsible for the observance of any and all conditions of the Lease, until the end of the Term.
- 13. Examination of the Premises. Other than the habitability of the Property, neither Lessor nor its agents have made any representations with respect to the Premises, land, appurtenances, improvements, fixtures, or appliances located in the Premises except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no

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representation, statement, or warranty, express or implied, in fact or in law, has been made by or on behalf of the Lessor as to the title, nature, and condition of the Premises. Lessee has examined the Premises, and Lessee is responsible for returning a completed Premises Move-In Inspection Sheet to Lessor within three (3) days of occupancy to document the condition of the Premises. The taking of possession of the Premises by Lessee shall be conclusive evidence that the Lessee accepts the Premises "as is" and that the Premises were in good condition at the time possession was taken.

14. Structural Damages and Repairs.

A. If the Premises is 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:

(i) immediately vacate the Premises and notify the Lessor in writing within 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

(ii) 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 is reduced in proportion to the diminution in the fair rental value of the Premises.

B. Lessee will make no material alterations to said Premises without the written consent of Lessor. Any repairs that are required to correct any alterations made by Lessee will be at the expense of Lessee.

15. Care of the Premises. Lessee shall be responsible for caring for the Premises both as required by this Lease as well as the complying with the requirements of the Alabama Residential Landlord and Tenant Act Lessee hereby acknowledges the good condition of the Premises at the beginning of the Term, and Lessee's acceptance of this Lease is conclusive evidence that the Premises are in good and satisfactory condition.

16. HVAC. Lessee shall be responsible for the monthly changing of the HVAC filters in the Premises.

17. 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 or any Rule or Regulation established by Lessor; (ii) If Lessee fails to pay any payment of Rent, or other amount that may be due under the terms of this Lease; (iii) If Lessee vacates or otherwise abandons the Premises for a period of more than fourteen (14) days without prior notice to the 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, may accelerate the payment of the Rent due hereunder so that the same is due and payable immediately by Lessee, may terminate this Lease without further liability to the Lessee hereunder, or may terminate the Lessee's right to possession and occupancy of the Premises without terminating the Lease. Lessor's right of election of any of the foregoing, 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

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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 and expenses herein reserved for the full Term hereof.

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.

18. Renewal and Holdover. Lessee acknowledges that its rights under this Lease expire at the end of the Term. In the event that Lessee desires to renew this Lease, it shall inform the Manager of the same and execute a new lease on or before _____ prior to the end of the Lease Term. If the Lease is not renewed by this time, Manager shall assume that the Lessee shall not renew the Lease, and may secure a new Lease on the Premises which will begin immediately upon expiration of the current Term. Should Lessee continue in possession of the Premises after the termination or expiration of this Lease without renewing said Lease, then the Lessor may bring an action for possession and the Lessee shall be responsible to the Lessor for an amount up to three (3) months' rent or the actual damages sustained by the Lessee, whichever is greater, and reasonable attorney's fees. If the Lessor consents in writing to the Lessee holding over, the tenancy shall be month to month and the same terms and conditions of the Lease shall apply during the holdover period. Prior to end of term, it is the Lessee's responsibility to schedule an inspection with a representative of the Manager and turn in all keys, receipts of cleaning and carpet cleaning as well as forwarding information and a legal self-addressed stamped envelope at the inspection.

19. Access to Premises. Lessor, its agents, representatives, and employees, at all reasonable times, may enter said Premises for the purposes of (1) inspection thereof; (2) making repairs, replacements, alterations, or additions to said Premises; (3) exhibiting the Premises to prospective lessees, purchasers, or other persons, and displaying "For Rent" signs on the Premises; and (4) accessing Lessor's other property, to decorate, remodel, alter, and otherwise prepare the property for reoccupancy, and any entry by or on behalf of the Lessor shall not be or constitute an eviction, partial eviction, or deprivation of any right of Lessee, and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor. Rent shall not abate in any manner during any permitted entry. Lessor shall provide at least two (2) days' notice of the Lessor's intent to enter the Premises by telephone or posting notice on the door of the Premises of the intent to enter, and may enter only at reasonable times. In the event of emergency, Lessor, its agents, representatives, and employees may enter the Premises without the consent of the Lessee. **NOTE:** If a maintenance request is submitted to Manager by Lessee, said submission is considered notice to Lessee that the Premises will be entered to address the request as soon as possible. Likewise, if Lessee gives notice of non-renewal, Manager has permission to show the Premises to prospective tenants during normal business hours.

20. Personal Property. Lessee understands the Lessor is not liable for Lessee's personal property, and the Lessee agrees that it is the responsibility of the Lessee to maintain his or her own renter's fire and liability insurance on personal property, furniture, clothes and valuables in and surrounding the Premises, and the Lessor shall have no liability with respect to the same whether such items be damaged by fire, water damage, negligence, acts of God, taken by theft, lost, or otherwise.

21. Utilities. Lessee shall pay all utility bills that are not provided by Lessor for said Premises when and as the same severally become due, making all required deposits with the appropriate utility companies, unless specifically included as part of the Rent. Lessee shall have all utilities connected on the first day of the lease Term, and is responsible for ensuring that the utilities remain on through the entire Term of the Lease. The Lessee will be charged a \$100.00 reconnect fee by the Manager, plus any temporary fees, reconnect fees, and the cost of utilities charged by the utility companies for the utility to be turned back on during the Lease Term. Lessee is responsible for leaving the thermostat of the Premises on at least 55 degrees and where applicable, and Lessee is responsible for disconnecting all garden hoses from outside faucets at any time they will be away from the Premises during the winter season or when outside temperatures designate.

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If checked, the following services are included as part of Rent:

Interior Pest Control Exterior Pest Control Garbage Service
 Water/Sewer Cable and Internet Lawn Service Other - _____

22. Vehicles. The driveways, sidewalks, courts, entry passes, stairs, and halls shall not be obstructed for use for any purpose. Bicycles and such other vehicles shall not be allowed to obstruct the driveways, sidewalks, entry passages, stairs or halls. Particular parking spaces are not guaranteed as a condition of this Lease. Lessee agrees to abide and agrees to ensure all Lessee's guests and family members are informed and abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise not abide by parking provisions enacted from time to time. In the event parking decals shall be required, Lessee agrees to display such decals as instructed. Lessee agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display the decal, Lessee's vehicle and the vehicles of Lessee's guests may be subject to being towed or immobilized at the Lessee's expense, or to fines that may be enacted by the Lessor from time to time. In the event a parking decal is lost or destroyed, Lessee will be charged twenty-five (\$25.00) dollars for its replacement. Towing of individuals' vehicles is at the sole discretion of the Lessor. Any vehicle causing property damage, such as parking on the grass, will be towed with the highest priority. All vehicles parked in the parking area by the Lessee shall be operable, including tires, bear a current license plate, and shall have a current parking permit if required. The Lessor shall give to the Lessee three (3) days notice to remove any inoperable vehicles. If the Lessee fails to remove the vehicle the Lessor shall remove it at the Lessee's expense. It is expressly prohibited to work on or repair an automobile or motorcycle or any other type vehicle anywhere on the Premises or property surrounding the Premises. No boats, trailers, campers, mobile homes, large trucks, tractors, or any other vehicles deemed inappropriate by the Lessor are allowed on the Premises or property surrounding the Premises without the express written consent of the Lessor.

23. Pet Policy. Pets are not permitted on the Premises, unless prior written approval has been granted. In the event that any unapproved animal is found on or in the Premises, the Lessee shall be fined \$300, and the same shall be an immediate Event of Default. Lessor reserves the right to require an additional fee or deposit for the harboring of any pets on or in the Premises. The Lessor maintains the right to physically remove the animal from the premises.

24. Nuisances. The Lessee agrees to comply with all the laws and ordinances of the municipality in which the Premises is located in regard to nuisances insofar as the Premises and the streets allow, and the Premises of the Lessee around the same are concerned. Should the Lessee, its family or guests, fail to maintain a standard of behavior consistent with consideration necessary to provide reasonable peace and quiet to other residents, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, such shall be considered an Event of Default.

25. Security. Lessee agrees and acknowledges that the Lessor shall have no duty to provide security to the Lessee, or any guest, invitee, or property of the Lessee for the Premises, or any complex to which the Premises is a part. Lessee shall look solely to the appropriate law enforcement agency for any and all security protection. Lessee shall report any suspicious activities or persons seen around the Premises to the local law enforcement agency. Lessor does not assume any obligations for any loss or damage to any items of personal property of the Lessee which may occur in or about the Premises. Lessee is encouraged to carry appropriate insurance for such losses.

26. Military Clause. Pursuant to the Service Members Civil Relief Act (SCRA), the Lessee may terminate this Lease by written notice of termination to the Lessor, accompanied by a copy of the service member's call to active duty military orders. Termination shall be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the termination notice was delivered. In the case of any other leases described in the SCRA, termination of the lease is effective on the last day of the month following the month in which the notice was delivered.

27. Mold and Mildew. Lessee acknowledges that the climate in which the Premises is located is conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification to the Premises in order to prevent the growth of mold and mildew. Lessee shall be responsible to properly ventilate and dehumidify the Premises to prevent or retard the growth of

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mold or mildew. Specifically, Lessee agrees to keep the HVAC ducts unblocked, cleaned and dusted, as well as to remove any visible moisture accumulation on windows, walls, and other surfaces. Lessee shall notify Manager of any of the following: (a) any evidence of a water leak or excessive moisture in the Premises or any part thereof; (b) any evidence of any mold or mildew like growth that cannot be removed by applying a common household cleaner and wiping; (c) any failure or malfunction of the HVAC system; and (d) any inoperable windows or doors.

28. Amenities. It is agreed that any recreational facilities available to the Lessee, such as neighborhood pool, spas, volleyball, tennis or basketball courts, are there for the convenience of the Lessee, and Lessee uses same at his own risk.

29. Rules and Regulations. The Premises, and all property surrounding the Premises, are subject to additional Rules and Regulations, which are made a part of, and expressly incorporated into, this Lease. These Rules and Regulations are intended to promote the convenience, safety, and welfare of other lessees along the property. The Lessee agrees to observe faithfully all Rules and Regulations imposed by the Lessor, as may be amended from time to time.

30. Venue. The parties agree that should any cause of action be commenced by any party that is a part of this Lease, the proper venue for any such cause of action shall be Lee County, Alabama.

31. Severability. 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., as may be amended from time to time) (the "Act") 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.

32. Entire Agreement. This Lease and the addendums, 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.

33. Addendums which are a binding part of the Lease.

All Addendums are to be properly executed prior to lease being accepted by Lessor.

- Completed Rental Application
- Pet Addendum
- Lead Paint Addendum for properties built prior to 1978
- Guarantor Agreement(s)
- Asbestos Addendum
- Special Addendum – _____

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ACKNOWLEDGEMENT

Lessee hereby acknowledges that he or she has read this entire agreement and the rental application. Lessee understands that the Rules and Regulations may be amended from time to time and are for the purpose of protecting the Premises and providing the safety and well being of all occupants of the Premises and property surrounding the Premises, and affirms that Lessee will, in all respect, comply with the terms and provisions of this Lease. Lessee acknowledges that this Lease is a legal document and is intended to be enforceable against Lessee in accordance with its terms and conditions. **One (1) paper copy of this fully executed leased will be given to tenants upon signing. Additional or Replacement copies will be issued for Five (\$5.00) dollars each.**

Set under our hands and seals this ____ day of _____, 2010 ____.

ALICE HENDERSON REALTY & RENTALS, LLC

By: _____ (L.S.) _____
Agent for Lessor or Owner Date

LESSEE

Date of Birth Lessee's Signature Date Witness

Date of Birth Lessee's Signature Date Witness

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Date of Birth Lessee's Signature Date Witness

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RULES AND REGULATIONS

All Lessees are required to assist and cooperate in the management of the Premises and any property in which the Premises is a part, as this is the only way it can be maintained in a pleasant atmosphere for all residents.

1. Notice. All requests or complaints shall be made to the Manager at 166 North Gay Street, Auburn, Alabama 36830. Residents shall give immediate notice to the Manager of any broken water pipes or damage of any kind to the Premises.
2. Yards. It is the obligation and responsibility of the occupants to keep their yards free of litter, their grass and shrubs watered and mowed/trimmed, and their walkways and parking areas swept. Regardless of how trash accumulates on or about the Premises, it is the Lessee's responsibility to keep the entire property clean. If it becomes necessary for the Manager to dispatch laborers to perform this cleaning service, Lessee will be charged a minimum of \$25.00 per tenant per address. No swing sets, sandboxes, clotheslines, basketball goals, wading pools, or similar equipment of any type is allowed. Lessees may not alter the landscaping in any manner. **Any damage to the landscaping will be restored at Lessee's expense.**
3. Parking Areas. Vehicles should be locked at all times and parked in a reasonable manner to facilitate parking for all. Parking shall only be in the appropriate area. Do not park on the street and block the right-of-way for through traffic. **DO NOT PARK ON THE GRASS!** The parking areas shall not be used for any boats, campers, trucks over one-half (1/2) ton, or any vehicles needing repair or not currently being used. Park only in front of your Premises.
4. Garbage. Garbage should be bagged and removed from the Premises frequently. Garbage pick-up is supplied by public or private collection. No garbage should remain on entrance landings at any time. Garbage should be kept in closed containers. All tops to garbage containers should be secure in order to keep stray animals from scattering the garbage. Refer to paragraph 2 for penalty.
5. Pest Control. The preventive control of insects, rodents and other pests is the responsibility of the Lessee. Premises should be kept clean to prevent such pests. Pest control is not provided by Manager.
6. Odors. **The Premises is NON-smoking.** Any foul or offensive odors found in the Premises will be the Lessee's responsibility to have brought back to natural state. If Manager needs to have the Premises cleaned, fumigated, repainted, carpet/pad replaced, etc. it will become the financial responsibility of the Lessee.
7. Unit Interior. No nails, tacks, or screws shall be affixed into the walls, ceilings, or woodwork of any units (inside or outside) without the Manager's approval. The hanging of pictures, etc. shall be accomplished by means which do not cause damage or spots on the walls. No adhesive type hangers shall be used. Small nails with hoops specifically designed for picture hanging are the only acceptable means for hanging pictures and must be placed in a wall stud which can be found every 16 inches in the interior walls. Curtain rods may be hung only within 3 inches of the edge of the top of the windows. The Lessee is completely responsible for any damage to the sheetrock caused by hanging window treatments or pictures.
8. Flammable Materials/Explosives. Storage of kerosene, gas, butane or other flammable or explosive agents is prohibited. Alcohol products and charcoal lighters shall not be stored near stove, furnace or hot water heaters, and such items must be stored outside.
9. Sales Solicitation. No sales (auction, yard sales or otherwise) are permitted on the Premises or the property in which the Premises is a part. Likewise, solicitors are not permitted. Please notify Manager immediately of any solicitation on the property.
10. Outdoor Cooking. Charcoal and gas (LP) burning grills are the only types of grills permitted. They must be kept in a neat and clean manner; grease spots and smoke damage, whether inside or outside, will be charged to the Lessee. All grills must be pulled away from the building while in use. The cost of repairing damaged vinyl siding will be charged to the Lessee.

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11. General Conduct. All Lessees are expected to respect the rights of others. No Lessee or guest shall make or be permitted to make any disturbing noises on the Premises or any property in which the Premises is a part, nor shall Lessees or guests do anything that interferes with the rights, comforts and conveniences of other residences. Noise (music or otherwise) shall be maintained at a reasonable level at all times. Loud or bothersome music will likewise not be tolerated. Intoxicated, loud or boisterous persons will likewise not be tolerated. Guests are the responsibility of the Lessee visited, including any damages done to the Premises or property in which the Premises is a portion by any guest.
12. Locks/Keys. The Manager may retain passkeys to each Premise. No Lessee shall alter the lock or install a different lock on ANY door, Interior or Exterior, without the Manager's approval. In such event, Lessee will provide Lessor with 5 keys to a new lock. Locks changed without prior approval OR failure to return all keys will result in all locks on the Premises being re-keyed at tenant expense. If you lock yourself out of your leased Premises and the Manager unlocks you door or provides a temporary key after normal office hours, a \$25.00 "lockout fee" will be charged and collected at time service is rendered.
13. Damages/Repairs. Any damages found upon moving into the Premises should be noted on the walkthrough sheet provided by Lessee and turned into the Manager within three (3) days. It is strongly recommended that dated photos of the premises be taken at Move-In. Please be aware that the following things are usually a result of Lessee neglect or abuse and will be charges to you:
- (a) blockage of sinks, bathtubs, toilets in above ground pipes
 - (b) carpet stains and water damage
 - (c) service calls on heating and cooling and clothes dryer as a result of filters and vents not being kept clean
 - (d) changing interior or exterior light bulbs
 - (e) stoppage of disposal in kitchen sink

If the toilet overflows, it is the responsibility of the Lessee to immediately stop the flow of water. The shutoff valve for the toilets is the small silver handle located below the tank on the wall. The Lessee agrees to contact the Manager immediately when water has flowed onto the floor and carpet to prevent any permanent damage.

14. Cleaning. Lessee is expected to keep the Premises neat and clean at all times. The Manager reserves the right to inspect and demand cleanliness. If it becomes necessary for the Premises to be cleaned and a professional cleaning service is hired, the Lessee will be responsible for paying for this service. At lease expiration or moving from the Premises for any reason, inspection by the management is required. The Premises should be clean in all respects at inspection time. If the premises are not ready for inspection at the scheduled appointment, a seventy-five (\$75) dollar re-inspection fee will be charged. Receipts for carpet cleaning and other professional cleaning must be given to manager to avoid having these items done at manager's request and charged against tenants' deposit. A cleaning list of what is expected by Manager is available from the Manager. Lessee should arrange for the carpets to be professionally cleaned 24 hours prior to inspection. Failure to clean the Premises properly will result in charges against the Security Deposit. The minimum charge for professional carpet cleaning will be one hundred twenty-five dollars (\$125). Upon termination of the Lease or date of inspection by the Manager, the Premises are to be in a condition not inferior to that at the time the Lease commenced.
15. Structural Alterations. No alterations, additions, changes, or improvements of any type of character are to be made in, on or to the Premises leased without consent in writing from the Manager and/or the owner of the Premises.
16. Failure of the Lessor to insist upon strict performance of any of the covenants, Rules and Regulations of conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.
17. Lessor reserves the right to make and enforce such other reasonable Rules and Regulations as in its judgment may be deemed necessary or advisable from time to time to promote the safety, care and cleanliness of the Premises and for the preservation of good order therein. Lessee does agree to obey all Rules and Regulations promulgated by the Manager and/or owners of the Premises and agrees that a violation of said Rules and Regulations will be deemed an Event of Default as contemplated in the Lease.

Initial after reading

ALICE HENDERSON REALTY & RENTALS, L.L.C.

166 NORTH GAY STREET
AUBURN, ALABAMA 36830
(334) 502-7800 * FAX (334) 502-7802

PERSONAL GUARANTY

FOR VALUE RECEIVED, in consideration for, for and as an inducement to Lessor entering into the Lease with Lessee of which this document is attached, notwithstanding that the Lease may be assigned or all or a portion of the Premises may be sublet during the Lease Term, the undersigned (herein referred to as "Guarantor") does hereby, on behalf of itself, its successors and assigns, absolutely and unconditionally, guarantee to Lessor, its successors and assigns: (1) the full and prompt performance, observance, and consent of all the terms, covenants, conditions, and agreements provided in the Lease to be performed and observed by the Lessee, with the same force and effect as if the Guarantor had been a signatory thereto, and (2) the full and prompt payment of all damages and expenses that may arise in connection with or as a consequence of the non-payment, non-performance or non-observance thereof (including, but not limited to, attorneys fees and disbursements) without requiring any notice of non-payment, nonperformance, or non-observance or proof or notice or demand, whereby to charge Guarantor therefore, all of which Guarantor hereby expressly waives.

Signed this _____ day of _____, _____.

Signature as Guarantor

Signature as Guarantor

Print Name

Print Name

Address

Address

City, State & Zip

City, State & Zip

Phone Number

Phone Number

Signature as Guarantor

Signature as Guarantor

Print Name

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