



Alabama REALTORS® 2022 Residential Lease Agreement

THIS LEASE AGREEMENT (referred to hereinafter as the “Agreement”) made and entered into this _____ day of _____, 20____, by and between the owner of the Property, or owner’s designee, _____ (“Landlord”) and _____ (“Tenant”) (collectively “Parties”). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

This Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act (URLTA). All terms and conditions herein are designed to be in accordance with said Act but should any term or condition conflict with said Act, URLTA takes precedence.

WHEREAS, Landlord is the fee owner of certain real property located in _____ County, Alabama with a street address of _____ (hereinafter referred to as the “Property”).

WHEREAS, Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from the Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. TERM:** This Agreement shall be in effect for ____ months commencing on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__ . Tenant covenants that upon expiration of this Agreement or any agreed upon extension thereof that Tenant will quietly and peaceably deliver possession of the premises in good order and condition, reasonable wear and tear excepted, free of Tenant’s personal property, garbage and other waste and return all keys to the Landlord.
- 2. RENT & OTHER CHARGES:** Tenant hereby agrees to pay the Landlord as rent for the Property the sum of \$_____ per month, payable to _____ at _____ (location), payable in advance, on or before the first day of every month for said Term. Under no circumstances shall Landlord’s acceptance of partial payment constitute accord and satisfaction nor will it forfeit Landlord’s right to collect the balance due. Landlord acknowledges that, absent an agreement otherwise, acceptance of partial payment restarts specific time periods under the URLTA. Tenant agrees that the failure to pay rent pursuant to these terms is a willful breach of this Agreement.

Late Fee: A ____ day grace period is allowed, and rent paid after the ____ day of the month is subject to a \$____ per day late fee, retroactive to the first day of the month. Late fees will be incurred even when partial rent payments are made or if a rent payment is returned unpaid for any reason. Tenant may not withhold payment of rent to Landlord, while in possession, in order to enforce any rights under URLTA. Other terms for late payment: _____

Dishonored Check Fee: Checks, drafts, or other negotiable instruments, including online payments if allowed by Landlord, returned to the Landlord unpaid will result in a \$____ service penalty for each occurrence. A dishonored check will be considered as nonpayment of rent and will result in late fees if payment is not properly given before the grace period granted for rent payments. Should more than ____ dishonored checks be submitted for rent payment, Landlord will notify Tenant that check privileges will be revoked, and all future payments must be made with certified funds, via cashier’s check, money order, or credit card.

- 3. SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord \$_____ (amount not to exceed one month’s rent, plus additional financial obligations of Tenant in accordance with Ala. Code § 35-9A-201(a)) as a guarantee to be held by Landlord as long as Tenant occupies the Property. It is understood and agreed that no part of this deposit is to be applied to any rent which may become due, except as provided below. Upon termination of the tenancy, this deposit may be used to apply toward accrued rent, payment for any damages to property beyond ordinary wear and tear, or damages resulting from non-performance of any conditions of this Agreement by Tenant, and to include cleaning required by Landlord to make unit ready for next occupant. Any deduction from the security deposit will be itemized by Landlord in a written notice to Tenant together with the amount due, if any, by first class mail within 60

days after termination of tenancy. The Tenant shall return all keys originally assigned and provide the Landlord in writing with a forwarding address to which written notice and the amount due from Landlord may be sent.

4. **APPLICATION:** Tenant's application is an important part of this Agreement, incorporated by reference and made a part hereof. Tenant acknowledges that the Landlord has relied upon the application as inducement for entering into this Agreement, and Tenant warrants to Landlord that facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, Landlord has the right to terminate this Agreement immediately and to collect from Tenant any damages resulting therefrom that are provided for or otherwise allowed by law.
5. **NOTICE:** All notices should be delivered to Landlord by mail or hand delivery. Mailed notices should be mailed to _____.
6. **ASSIGNMENT & SUBLEASE:** The Property is leased to be the residence of the Tenant(s) who have signed the lease, and if applicable, their minor dependents. The Tenant agrees not to sublease or assign the premises, or any part thereof, without express written consent of the landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than ____ days.
7. **INSURANCE:** Landlord will maintain adequate property insurance for Property but does not have insurance coverage on any of Tenant's property. All personal property on the leased premises shall be at the risk of the Tenant only; therefore, Tenant is is not required to obtain renter's insurance for his/her protection.
8. **HANDICAP ALTERATIONS:** Landlord will comply with the legal requirements of the Fair Housing Act (FHA) allowing handicapped Tenants to make reasonable modifications to the premises, at Tenant's sole expense, that are necessary for Tenant to fully enjoy the Property, provided the Parties have entered into a separate written agreement prior to and defined allowable alterations. In accordance with federal law, Tenant may be required to restore certain modifications to the interior of the Property to its original condition at Tenant's expense upon Lease termination. At Landlord's discretion, restoration expenses, if allowed, may be amortized over the Agreement's Term.
9. **ANIMALS:** Tenant shall not keep domestic or other animals on the Property without prior written consent of Landlord.
10. **SMOKING POLICY:** All units are no smoking units. There is no smoking allowed in any portion of the Property, including, but not limited to, the house, garage, storage unit or any other enclosed structure located on the property. Any violation is considered a breach of this Agreement and will result in a forfeiture of your deposit. Tenant will be responsible for all cleaning expenses required to remove the smell of smoke and can also be responsible for repainting.
11. **AGENT DISCLOSURE:** The property is is not owned by a licensed real estate agent.
12. **POSSESSION:** Upon signing this Agreement, if Tenant fails to take possession of the Property, Tenant will still be responsible for paying rent and complying with all terms of the Agreement. If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Property, Landlord or Tenant will have the right to terminate this Agreement upon proper notice. In such event, Landlord will return sums previously paid by Tenant.
13. **UTILITIES, SERVICES & APPLIANCES:** Tenant agrees to register all utilities in Tenant's name, and the expense of all utilities, connection fees, and related deposits will be at the expense of the Tenant immediately upon occupancy. Tenant is responsible for any telephone and cable services that Tenant wishes to have and agrees to participate in the wiring program offered by telephone and cable companies.

The Landlord will provide essential services meaning: sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling

unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The Landlord is NOT responsible for the payment of utility services unless otherwise agreed in this lease.

The following appliances are specifically included by this Agreement as being supplied and maintained by the Landlord: ___ stove, ___ refrigerator, ___ dishwasher, ___ disposal, ___ washer, ___ dryer, ___ microwave, ___ trash compactor, ___ other: _____. Any appliances not listed will not be maintained or replaced by the Landlord.

- 14. RIGHT TO ACCESS:** Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, alterations or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants or contractors. As provided by *Ala. Code* §35-9A-303(b), the Landlord may enter the dwelling unit without consent of the Tenant in the case of emergency, pursuant to court order, or other reasons authorized by law. The right to access the Property extends to Landlord and other persons fulfilling the above-stated reasons for entry. Videos, photos, or other recordings of the Property may be made by Landlord or Landlord's agents.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency or unless it is impractical to do so, Landlord should give Tenant at least two (2) days' notice of the Landlord's intent to enter and may only enter at reasonable times. Text, email, letter, online notice, or posting a note on the primary door of entry to the residence of the tenant stating the intended time and purpose of entry shall be a permitted method of notice for the purpose of the Landlord's right to access the Property. Tenant shall pay a \$_____ fee for refusing entry after notice.

Landlord's other rights of access include: pursuant to court order, as permitted by the URLTA when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, when the Landlord has reasonable cause to believe the Tenant has abandoned, vacated or surrendered the premises, and as otherwise allowed by law.

- 15. INSPECTIONS:** The Landlord has the right to make inspections of premises to check for safety or maintenance problems. Unless agreed upon by separate agreement or when otherwise allowed to enter without consent, Landlord agrees to give two (2) days written notice of any inspection before entering the property. Your first inspection will be on _____, 20__ @ _____.
- 16. QUIET ENJOYMENT:** The Landlord covenants that the Tenant, on paying rent and performing the covenants thereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord. Landlord agrees to pay all taxes, mortgage notes, and hazard insurance on dwelling and to keep the premises in good order and repair as it pertains to: heating and cooling systems, major appliances, roof, exterior walls, and foundations, providing that such failure is not through the fault or neglect of the Tenant.
- 17. MAINTENANCE:** Tenant agrees to take good care of the premises and its fixtures and be responsible for routine repairs, maintenance, and tasks. No equipment shall be removed from the premises during the Term. No repairs or cost of repairs will be deducted or substituted as payment of rent due unless express written permission from Landlord is given. Tenant has no authority to incur any debt or make any charges against Landlord nor create any lien upon Property for any work or materials furnished.

Landlord agrees to make repairs and do what is necessary to keep premises in a fit & habitable condition as specified in URLTA. The Landlord further agrees to maintain in reasonably good and safe working conditions all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied. During the term of this Agreement, Landlord is not responsible for testing and changing batteries in smoke detectors, changing light bulbs, or changing HVAC filters. Tenant will pay a \$_____ fee if a second service call is required due to Tenant's unavailability after Tenant is notified of a repair and fails to request an alternative time.

18. TENANT OBLIGATIONS: Tenant agrees to comply with the provisions of *Ala. Code* §35-9A-301 and to keep the dwelling unit and all parts of the Property safe and clean. The following is a list of obligations, not intended to be exhaustive, and Tenant acknowledges that this Agreement as well as other applicable laws, rules, and regulations may require Tenant to assume additional duties and Tenant agrees to such.

- a. Tenant agrees to the following common responsibilities:
 - i. Unclogging drains, toilets & garbage disposals, unless it is a main service line;
 - ii. Checking circuit breakers and reset buttons & replacing light bulbs;
 - iii. Changing HVAC filters every 30 days;
 - iv. All repairs caused by Tenant's fault, neglect, or misuse; and
 - v. Winterizing property during freeze warning to prevent freezing pipes.
- b. Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture.
- c. Tenant agrees that if an after-hours, weekend, or holiday service call is requested, and is not deemed an emergency to the safety of Property or Tenant, Tenant will be responsible for payment of overtime labor charges.
- d. If Tenant is unavailable at a scheduled time, key permission may be given to Landlord. Tenant is responsible for a vendor service fee for failure to appear at an agreed upon time with vendor.
- e. Tenant agrees to immediately report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors and any occurrence that may cause damage to Property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs and loss resulting from Tenant and guests.
- f. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.
- g. Tenant is responsible for ordinary maintenance of swimming pool, hot tub or water feature, to include any chemical treatments, routine cleaning, water usage and any repairs caused by misuse, neglect or carelessness of Tenant unless otherwise specified in writing as an addendum to this Agreement.
- h. Tenant will be responsible for all costs of repairs and loss to the Property resulting from theft, malicious mischief, or vandalism unless these damages are caused by criminal activities unrelated to Tenant.
- i. Tenant may not post signs of any kind on the premises.
- j. Tenant agrees to maintain a quarterly or bimonthly pest control program.
- k. Tenant will attend to care of trees, shrubs, and lawn on premises and keep the property in neat appearing condition, unless certain lawn care services are agreed to otherwise. Lawn will be watered regularly as required for good growth. No automobiles, boats, campers, or trailers should be parked on the lawn. If items are parked on the lawns and any damage results, Tenant will be responsible for damages and be assessed a \$75 fee.
- l. If applicable, Tenant is to keep balcony and/or patio neat and orderly. Grills should not be used within ten (10) feet of any building, and no grills should be on decks.
- m. Tenant agrees to keep the premises neat and clean, free from objectionable features, nuisances, and hazards. Municipal code violations and any resulting fines due to Tenant's actions or inaction will be the responsibility of Tenant.
- n. All lawful homeowner's association regulations which apply to the property are to be followed by Tenant for the entire length of this Agreement and any fees incurred for Tenant's noncompliance are Tenant's responsibility and payable immediately to the association.
- o. Express written permission of the Landlord is required for tenant to place, use or have certain items on the Property, including above-ground pools, outdoor cameras, doorbell cameras, and
- p. Tenant's vehicles: _____
_____.

19. MILITARY CLAUSE: In the event of military orders assigning Tenant away from this installation at any time during the term of this Lease, Tenant may, upon presentation of a copy of orders of transfer, along with at least thirty (30) days written notice of intent to vacate, payment of all rent to the month-end following the notice period, and any miscellaneous charges in arrears, terminate this Agreement. Unless due to conditions beyond the service member's control other types of discharge or acceptance of government quarters is not considered a change of station.

- 20. DESTRUCTION OR DAMAGE TO PROPERTY:** If the Property is damaged or destroyed by fire, rain, wind, or other reason not caused by Tenant, Tenant may:
- Immediately vacate the premises and notify the Landlord in writing within fourteen (14) days thereafter of Tenant's intention to terminate this Agreement; or
 - If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable, in which case the Tenant's liability for rent is reduced in proportion to the diminution in fair market rental value.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by the Tenant, if this Agreement is terminated under this paragraph, the Landlord shall return the security deposit to Tenant with proper accounting as required by law as of the date of the fire or casualty. The Landlord may withhold Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by Tenant.

- 21. CONDEMNATION:** Tenant hereby waives any injury, loss, or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. If the whole or part of any of the Property shall be taken by right of eminent domain, the term hereby granted and all rights of Tenant hereunder shall immediately cease and terminate, and Tenant will not be entitled to any part of any award that may be made for such taking, nor any damages thereof except that rent shall be adjusted as of the date of termination of the lease. To the extent allowed under federal and Alabama Law, this paragraph shall apply in the event of foreclosure.

- 22. RENEWAL:** This Agreement is subject to one of the following renewal terms:

- With ___ days prior, written notice, either Party may terminate this Agreement at the end of the initial term, but if no notice is given, the Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this Agreement. ___ days written notice by either party is required prior to termination during such month-to-month term. If Tenant fails to return the lease renewal and the lease converts to a month-to-month basis, rent will increase to \$_____.
- This lease will not automatically renew. Any renewal of lease shall be negotiated and codified in a new Lease Agreement no later than ___ days prior to the end of the term of this Agreement. If no agreement is reached on a new lease during this time frame, this Agreement will expire on the last day of the abovementioned Term.

- 23. VACATING:** Tenant is to turn in keys to the Landlord on the day of vacating. Tenant will be subject to a \$100 fee until keys are returned. Carpets will be cleaned to a professional standard, and the cost taken from the security deposit if required by Landlord to make the unit ready for next occupant. Tenant will leave the Property in the same good condition as when initial occupancy began, outside of ordinary wear and tear, and will be responsible for any charges to bring the Property back up to its original condition. If Tenant cleans themselves and the Property is not cleaned to Landlord's standards, approved cleaners will be sent to Property at the Tenant's expense to be taken out of the security deposit.

- 24. ABSENCE AND ABANDONMENT:** Tenant must notify the Landlord of any anticipated absence from the premises in excess of fourteen (14) days no later than the fifth day of the absence. During any absence in excess of 14 days, the Landlord may enter the dwelling unit at times reasonably necessary to maintain the property and inspect for needed repairs.

The unexplained absence of Tenant from the dwelling unit for a period of fourteen (14) days after default in payment of rent shall be construed as abandonment. If there is evidence that Tenant has abandoned or vacated the premises, Landlord will consider the Agreement terminated and is entitled to re-rent the Property to another tenant for a fair rental. In this event, Tenant will become liable for all rent owed under the Agreement will become immediately due. Landlord will make reasonable efforts to re-rent the Property. Tenant's liability for all rent due under this Agreement will be prorated to the beginning of any new rental agreement. If the Tenant leaves personal property for more than fourteen (14) days after termination, Landlord may dispose of it.

- 25. TERMINATION:** Landlord has the right to terminate this Agreement for any of the following reasons:

- Uncurable Breaches: Tenant's intentional misrepresentation of a material fact on the rental application or agreement; illegal drug activities, illegal use of firearms; criminal assault of a tenant or guest on the rental

premises; multiple, similar breaches within six months under *Ala. Code §35-9A-421(d)(4)*; or three breaches of any kind within twelve months will be considered a breach of this Agreement and are grounds for termination upon seven-days' notice. Except where exempt by *Ala. Code §35-9A-421(d)*, such breaches are incurable.

- b. Default: If there is material noncompliance by Tenant with this Agreement or *Ala. Code §35-9A-301* affecting health or safety the Landlord may deliver written notice to terminate this Agreement if the breach is not adequately cured as provided by law. Tenant's assault of a police officer or committing a crime that requires reporting under the Alabama Sex Offender and Community Notification Act (*Ala. Code §15-20A-1, et seq.*) are grounds for termination. If rent is unpaid when due, Landlord may deliver written notice to terminate Agreement. If litigation is brought, venue will be in the county in which Property is located.
- c. Violent & Dangerous Behavior: Landlord has the right to terminate this Agreement within seven (7) days from the date written notice is delivered to Tenant, if Tenant or any other persons on Property by Tenant's invitation, willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of life or property of other tenants or persons on premises. Tenant shall conduct themselves and require other persons on the premises to conduct themselves in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace. If in the Landlord's reasonable judgment, Tenant acts in a manner that disturbs the peaceful enjoyment of other units, then Landlord will consider conduct material noncompliance with this Agreement and may deliver written notice to terminate.

26. SPECIAL CONDITIONS: Smoking in the property will constitute a forfeit of entire security deposit due to re-painting, carpet replacement, and cleaning of the A/C duct system. No satellite dish installation is allowed without express written Landlord consent. All furniture on wood flooring should be placed on felt pads.

27. OTHER PROVISIONS: _____

_____.

28. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Agreement to any mortgage given by Landlord hereunder, whether to secure construction or other financing. Tenant shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Agreement, its due execution, and the terms of amendments hereto, if any, and any other information reasonably requested.

29. ACCEPTANCE OF PREMISES: This Agreement shall not be affected by any agreements or representation not contained herein. Tenant's act of taking possession shall be conclusive evidence that the premises were in satisfactory condition and in conformity with the Agreement between the Parties. Tenant agrees that no promise to decorate (flooring, paint, etc.) has been made. Tenant agrees to complete the move-in sheet and return to Landlord with seventy-two (72) hours. Failure to return the completed move-in inspection sheet may result in any and all damages charged to Tenant and delay of any security deposit refund.

30. ADDENDUMS: The following addendums shall become part of this Agreement if checked:

_____ Application & Credit Report	_____ Information Addendum
_____ Check Out Cleaning Requirements	_____ Increased Security Deposit Addendum
_____ Smoke Detector Addendum	_____ Covenants
_____ Animal Agreement	_____ Lead Based Paint Disclosure
_____ Clubhouse/Pool Key Addendum	_____ Pool Addendum
_____ Other: _____	

31. TERMS BINDING: All terms, covenants, agreements, and provisions herein contained shall bind to benefit Landlord, Tenant and Agent, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns as applicable, except as otherwise posted herein. Any violation of this Agreement shall be deemed a breach giving the Landlord the authority to exercise their rights under the Law.

32. SEVERABILITY: The provisions of this Agreement are completely severable. If one provision or more is found to be unenforceable for any reason, such finding will not be effective to void any other provisions, which will remain in full force and effect to the extent allowed under law.

33. ACKNOWLEDGEMENT: Tenant hereby acknowledges that Tenant has read this Agreement in full.

THIS IS A LEGAL AND BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, SEEK LEGAL COUNSEL PRIOR TO SIGNING.

IN WITNESS WHEREOF, the Parties have executed this agreement in duplicate on the date written above.

LANDLORD or AGENT

TENANT

TENANT