

STATE OF ALABAMA

COUNTY OF CALHOUN

RESIDENTIAL RENTAL AGREEMENT

This rental agreement made at in Anniston, Alabama, on this ___ day of _____

By and between _____, hereinafter called ("TENANT"), and Julian Jenkins, Owner (hereinafter called "LANDLORD"), shall provide as follows:

- LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property described as follows:

which with improvements will constitute the premises.

- TERMS: This Rental Agreement shall commence on the _____ day of _____, and end on the _____ day of _____. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the tenant warrants to the Landlord that the 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, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.
- RENT: Tenant agrees to pay Landlord as rental the sum of \$ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ _____. The rent is payable to: **Buckner Center LLC** at **P. O. Box 5310, Anniston, AL 36205** or as Tenant may be advised from time to time in writing. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement

Tenant further agrees to pay a late fee of \$_____ if rent is paid after the ____ day of the month. Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$___ per day for each day of the month of commencement or termination of the Rental Agreement payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

Tenant agrees to pay \$___ for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

- OCCUPANTS: Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

In no event shall more than ____ persons be allowed to occupy said premises.

- SUBLEASE: Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have PRIOR WRITTEN CONSENT from Landlord for guests to occupy the premises for more than ___ days.
- UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except which will be paid by Landlord. In the event of Tenant default on payment of utilities, Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.
- INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes.
- 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. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be

taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the tented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

- SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.
- PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments:
 - a non-refundable fee of \$___ and
 - a refundable deposit for the pet(s) in the total amount of \$_____, for the term of this agreement Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
- 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 Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
- TENANT OBLIGATIONS: Tenant agrees to comply with the provisions of §§35-9A-301, *Code of Alabama* 1975, and to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants; keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of

Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises; Tenant, or any member of Tenant's family, guest or other person under the Tenant's control shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will) at Tenant's expense, keep sinks, Lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the 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 theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, Including but not limited to, stoppage of sewer because of misuse or broken water pipes/ fixtures due to neglect or carelessness of Tenant. No repairs, alterations, or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications, **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit, and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

- **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
- **MAINTENANCE OF PREMISES:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act, The Landlord further agrees to maintain in reasonably good and safe working condition; all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him, Landlord is not responsible for changing batteries in smoke detectors.
- **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:
 - immediately vacate the premises and notify the Landlord in writing within fourteen days thereafter Of Tenant's intention to terminate the rental agreement, In which case the rental agreement terminates as of the date of vacating; or
 - if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, In which case the, tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the 'fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law, Accounting for rent in the event of termination or apportionment must be made as of the data of the fire or casualty, The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

- **ABSENCE, NON-USE, AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 18 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as surrender, the rental agreement is considered to be terminated by the Landlord as of the date the landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

- ADDITIONAL TERMS:

- LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

P.O. Box 5310 Anniston Al. 36205

Phone: (256) 591-0601

Other: JRFIRE03@GMAIL.COM

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written,

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ANY PROVISION IT IS ADVISED THAT YOU SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING,

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written,

Witness _____ Tenant

Witness _____ Landlord

Witness _____ Landlord's Agent
