



THIS LEASE (herein, the "Lease"), made this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Prestige Properties, as agent for \_\_\_\_\_(hereinafter referred to as "Lessor") and 1)\_\_\_\_\_, 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_ (hereinafter collectively referred to as "Lessee"). All Lessees are jointly and severally responsible for the responsibilities detailed in this Lease.

**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 and the Lessee hereby agrees to take and lease from the Lessor, the premises as described herein and upon the terms and conditions hereinafter set forth.

1. Premises. The Premises located at \_\_\_\_\_ in \_\_\_\_\_, Alabama, 368\_\_\_ for use by Lessee as a private residence only.

2. Term. This Lease is for a term of \_\_\_\_\_ commencing at 12:00 noon, on the \_\_\_ day of \_\_\_\_\_ 20\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

3. Notices. Notices provided for in this Lease shall be deemed received two (2) business days after mailing if sent by United States Mail, postage prepaid, and properly addressed to the address of the respective parties or to such other address as the parties may designate to each other in writing from time to time. As an alternative for Lessor, notice may be given to Lessee by posting on Lessee's door at the Premises. Unless a written request is submitted requesting alternative notice provisions, Notice may be mailed or hand delivered to:

If to Lessee, to:

\_\_\_\_\_ No Smoking! \_\_\_\_\_  
\_\_\_\_\_  
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If to Lessor, to:

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Further, Lessor has authorized the following persons (the "Manager") to manage the Premises and act on behalf of the Lessor for the purpose of service of process and receiving notices and demands, as well as other actions as stated herein:

Prestige Properties  
472 North Dean Road  
Suite 101  
Auburn, AL 36830

4. Rent. The Lessee agrees to pay the Lessor a rental of \$ \_\_\_\_\_ (Dollars) for the Lease Term enumerated herein, 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 Lease Term, and on the first day of each month thereafter. Such payment is to be made by check, money order, or bank cashier's check. Payment must be made in full for each payment period, and shall be delivered to the Manager at the address listed above. All obligations of the Lessee are joint and several.

6. Late Charges, Returned Checks. Rent will be considered late if received after the fifth (5<sup>th</sup>) of each month. In the event that the total monthly installment is not received by the fifth (5<sup>th</sup>) of each month, the Lessee agrees to pay a late charge of Twenty-Five (\$25.00) dollars on the sixth of the month and five (\$5.00) dollars per day after the sixth day of the month. If the Lessor is given a check which is

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not honored on presentation for any reason whatsoever, Lessee agrees to pay a bad check charge of Thirty (\$30.00) dollars and accept whatever other consequences there might be in making a late payment.

7. Security Deposit. At the time of the execution of this Lease, Lessee has deposited with Lessor a Security Deposit in the sum of \$\_\_\_\_\_ Dollars, which is equal to one monthly installment of Rent. 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. In the event that Lessor elects to deposit Lessee's Security Deposit in an interest bearing account, Lessee acknowledges that any interest earned on such deposit shall belong to the Lessor. 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.

8. 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 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 responsible for such overage. The Lessee shall notify the Lessor of the address and telephone number 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 fair wear and tear to Lessor's property, furniture, appliances, draperies, mini-blinds, etc.
- (c) The entire Premises, including range, exhaust fan, refrigerator, bathroom, fireplace, closets and cabinets are clean. The refrigerator is to be defrosted, cleaned, and propped open.
- (d) There are no stickers or scratches or holes on walls, 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.
- (f) That there are no unpaid charges, rental amounts, or late fees.
- (g) That all entry/storage locks shall be returned to the Lessor. If keys are not returned, Lessee will be charged for having all entry / storage locks rekeyed upon vacating the Premises.
- (h) That all debris and rubbish and discards are placed in proper rubbish containers.
- (i) That a forwarding address and telephone number is left with the Manager.
- (j) That no breach of the Lease, and/or Rules and Regulations has occurred.

9. Occupants and Occupancy. The Lessee agrees that the Premises are to be occupied only by those specifically named in the Lessee's application. Lessee agrees that there will be no more than \_\_\_\_\_ residents residing in the Premises, and in no event shall there be an occupancy which exceeds the maximum number allowed by law or ordinance. 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. The Lessee further agrees that the Premises cannot be assigned or sublet by the Lessee either in whole or in part without specific written approval of the Lessor.

10. 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

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as expressly provided in this Agreement, no 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. Lessor makes no representation or warranty as to, and Lessee hereby relieves Lessor of all such liability related to, the condition of the Premises. Lessee has examined the Premises, and Lessee is responsible for returning a completed Premises Inspection Sheet to Lessor within five (5) 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.

11. Structural Damages and Repairs.

A. 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.

B. 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.

C. 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 paragraphs 7 and 8 herein, and all unearned prepaid Rent, if any. Accounting for Rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

D. The Lessee agrees to and is responsible for any and all damages and repairs other than normal wear and tear, and the cost to repair such damages that occur to the Premises during the entirety of the Lease Term. The 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.

12. 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 Premises as clean and as safe as the condition of the Premises permit;
- D. Dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- E. Keep all plumbing fixtures in the 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 Premises;
- G. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises; or knowingly, recklessly, or negligently permit any person to do so;
- H. Conduct himself or herself and require other persons on the 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 Premises; and

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I. Comply with the Lease and any Rules and Regulations adopted by the Lessor.

13. 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, the Lessor may enter the Premises and relet the Premises.

(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 subsection (i) and subsection (iv), the seven (7) day notice period to terminate the Lease for nonpayment of Rent shall govern.

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 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 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

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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 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.

14. Termination. This Lease shall terminate at the expiration of the Lease Term as described herein.

15. Renewal and Holdover. Lessee agrees to renew this Lease, if it intends to do so, with the Manager by February 1 of the Lease Term. If the Lease is not renewed by this time, the Lessor has the right to assume that the Lease will not be renewed and may secure a new Lease on the Premises which will begin immediately upon expiration of the current Lease 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.

16. 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 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.

17. Personal Property. Lessee understands the Lessor is not liable for Lessee's personal property and the Lessee agrees 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, or lost.

18. Utilities. Lessee shall pay the public 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 public utility companies, unless specifically included in the Rent. Lessee is responsible for ensuring that the utilities remain on through the entire Term of the Lease. Lessee is responsible for leaving the thermostat of the Premises on at least 55 degrees and where applicable, 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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19. Swimming Pool. (Where Applicable) No children under the age of twelve (12) years of age will be allowed in or about any swimming pool area unless accompanied by an adult. The pool is a private pool for the use of the Lessees only. Guests of Lessees must be limited on two (2) persons per Premises at any one time and a Lessee must accompany them. In those properties where a “pool tag” system is used, Lessees and guests must observe the current published regulations as to use of pool. The Lessee further agrees that only a greaseless type suntan lotion may be used and not an oil base suntan lotion; and further that no ball playing, running or wrestling will be allowed in the pool or pool area. Beverages brought to the pool area should be in containers other than glass. No glasses, bottles, glass containers or food are allowed in the pool area. Other pool rules are to be observed as posted from time to time by the Lessor.

20. 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. Although ample parking space is provided for Lessee, this space may prove inadequate at certain times such as when residents may be entertaining or on football or other sports or college activity weekends. 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 put in force 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 lot 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, likewise, the washing of automobiles or motorcycles on the Premises or property surrounding the Premises is not permitted. 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.

21. Pet Policy. Pets are not permitted on the Premises, unless prior written approval has been granted. Lessor reserves the right to require an additional security deposit for said pets.

22. 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.

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

24. Parental or Sponsor Guaranty. (Where applicable) It is understood that the property in which the Premises are a part will have numerous leases to college age students and minors, and that the Lessor will require as an express condition of this Lease that a binding parental or sponsor’s guaranty be executed. Lessee understands that the execution of this Lease by Lessor, or the acceptance of an application, is expressly contingent upon timely execution of such guaranty, and that the failure to provide or keep in force such a guaranty during the Term of this Lease will be considered by the Lessor as an Event of Default. Lessee understands that such guaranty must be obtained directly from the parent or sponsor and that Lessor reserves all rights, both civil and criminal, for any falsification or forgery of such guaranty, as the guaranty constitutes an essential inducement for the grant of this Lease by Lessor. Lessee

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acknowledges that this is a Lease for an essential necessity of Lessee and that Lessee agrees to be fully bound by all of the terms and conditions hereof irrespective of the age or condition of Lessee and the execution of a guaranty shall be an additional insurance to the Lessor of the performance of the Lease and not in substitution of Lessee's responsibility.

25. 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.

26. Lessor's Consent. Whenever any action or any condition is prohibited or restricted under this Lease unless the Lessor's written consent is secured, or the Lessor's written consent is required under this Lease either expressly or by implication, the Lessee agrees that the Lessor's decision to consent or not need not be made in accordance with any particular criteria or commercial standards (including "reasonable commercial standards"), that the Lessor may make its decision on the basis of any factors which seem relevant to the Lessor, and that the Lessor's decision shall be conclusive and binding in the Lessee. The Lessor may condition the giving of its consent upon whatever requirements and conditions seem desirable to the Lessor regardless of whether the Lessor's position and/or the particular requirements and conditions accord with any particular criteria or commercial standards, including reasonable commercial standards.

27. 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.) 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.

28. 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 waiver 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.

#### 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 and guarantor in accordance with its terms and conditions.

Set under our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**PRESTIGE PROPERTIES**

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

**LESSEE**

\_\_\_\_\_  
Date of Birth Lessee's Signature Date Witness

\_\_\_\_\_  
Parent's Signature as Guarantor

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Parent's Signature as Guarantor

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Address

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Address

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City, State & Zip

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City, State & Zip

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Phone Number

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Phone Number

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Parent's Signature as Guarantor

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Parent's Signature as Guarantor

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### **RULES AND REGULATIONS**

The Lessee agrees to comply with, and to cause the Lessee's guests and family members to comply with the Rules and Regulations for the Premises and the property in which the Premises is a part that may exist from time to time. Lessor at the main office located at 472 No. Dean Road – Suite 101, Auburn, AL 36830 is the only person that may authorize any amendment to the Rules and Regulations. It is agreed that the violation of any such Rules and Regulations by the Lessee or any of the Lessee's guests or family members shall constitute an Event of Default under the terms of this Lease. The Lessee hereby agrees to be bound by the following:

- a) Notices: All complaints and requests shall be made to the Manager. The Lessee shall also give immediate written notice to the Manager of any accident, property damage, injury, or theft.
  
- b) Moving: Moving of furniture and other bulky articles other than within the Lessee's Premises shall be conducted on the Premises or grounds in which the Premises is located only after the consent of the Lessor is first obtained. Any damage done to the Premises, grounds on which the Premises is located, or other property of the Lessor or to the person or any property of anyone else by the moving of articles in or out of the Premises by the Lessee shall be paid for by the Lessee causing such

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damage. Any furniture or property provided by the Lessor is not to be moved outside of the Premises and exposed to the elements.

- c) Pets: Pets, including reptiles, are not permitted on the Premises under any circumstance. In the event that this paragraph is violated, the following shall apply: A written warning will be issued to any Lessee found having a pet on the Premises and/or a fine of one-hundred (\$100) dollars will be assessed against the Lessee in violation of the pet policy and/or the Lessor may, at its discretion, declare such violation to be an Event of Default. Any Lessee found with a pet that can shed or carry fleas on the Premises or grounds in which the Premises are located will automatically be liable and charged for de-fleaing and carpet cleaning.
- d) Aerials: The Lessee agrees that no satellite or TV dish, radio wires, or television aerials, or their appurtenances shall be placed on any building in which the Premises is a part without the express written consent of the Lessor.
- e) Guests: Each guest and family member of Lessee shall be the responsibility of the Lessee so visited, including any damages done to the Premises or grounds in which the Premises is a part by any such guest or family member.
- f) Disturbances: No Lessee shall make, or permit to be made by his family or guest, any disturbances, noises or interfere in any way with rights of other residents or the operation of the grounds in which the Premises is a part by the Lessor or its Agents. All radios, television sets, phonographs, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments (horns, percussion instruments, etc.) shall be played on the Premises at any time. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. No incense or other odor producing items shall be used on the Premises. Because of the nature of the Premises, it is understood that offensive noises are expressly prohibited and any violation will constitute an Event of Default under the terms of the Lease.
- g) Flammables and Explosives: Storage of kerosene, gasoline, butane or other bottled gases, or other flammable or explosive agents is prohibited inside the Premises.
- h) Sales: No yard or auction sales of any nature shall be permitted on the Premises or grounds in which the Premises is located under any circumstances.
- i) Waterbeds: Waterbeds are not permitted in the Premises. If a waterbed is found on the Premises, the Lessee will be fined One-Hundred (\$100) dollars and Lessee must remove the waterbed within 24 hours.
- j) Bicycles: Bicycles are not permitted inside of the Premises. If a bicycle is found in the Premises, the Lessee will be fined one-hundred (\$100) dollars and the Lessee must remove the bicycle within 24 hours.
- k) Locks and Keys: The Lessor will retain the keys to the Premises. No Lessee shall alter any lock or install a new lock on any door. Any changes in locks or keys must be installed and master keyed by the Lessor. Lessee will be responsible for any cost incurred and the lock will remain and become a permanent part of the Premises. Lessee shall be given a reasonable number of keys upon the commencement of the Lease; the cost of any additional keys made or lockout assistance given will be the responsibility of and charged to the Lessee, payable upon delivery of such services.
- l) Sweeping: No Lessee shall sweep or throw or permit to be swept or thrown from the Premises including porches, windows, and doorways, any dirt or other substances into any of the corridors, halls, or into the yard area or on the porch area of any other Lessee.
- m) Repairs: The Lessor, its agent, janitor, watchman, employees and subcontractors may enter the leased Premises in accordance with the provisions of this Lease to examine the same or make needed repairs to the Premises or to install or repair pipes, wires, and other appliances and items deemed by the Lessor essential to the use and occupation of other parts of the building. The Lessee agrees the

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Lessor is not responsible or liable with respect to the condition or status of Lessee’s personal property, furniture, clothes, valuables and other items in or surrounding the entered Premises. The Lessee agrees to pay any charges resulting from misuse or negligence of the heating system, plumbing system, or any aspect of the Premises other than normal wear and tear, and shall repay the Lessor for the cost of all repairs made necessary by other than normal wear and tear of said Premises.

- n) Windows: Cleaning, maintenance and cost of repairs due to damage or breakage of windows and glass doors are the Lessee’s obligation. Foil on windows and glass doors are forbidden.
- o) Appearance: The hanging of rugs, laundry, towels, mops, articles of clothing or any other items over windowsills, balcony rails or any common area is forbidden. Outside garbage containers other than those provided by the Lessor are forbidden on or about the Premises. All trash and garbage will be placed in sanitary containers in locations designated by Lessor or its Agent. There may be from time to time several trash dumpsters located around the grounds in which the Premises is a part. Lessee agrees to cause trash and refuse to be deposited directly into such dumpsters and not left in the Premises or in any common areas, hallways or similar places. Lessor reserves the right to impose reasonable fines for the violation of this provision as well as for any littering by Lessee.
- p) Light Bulbs: The Lessee agrees to replace all burned out light bulbs in the Premises, including fluorescent bulbs. The Lessor agrees to furnish functional light bulbs at the beginning of the Lease Term.
- q) Drapes/Blinds/Furniture: (Where Applicable) Drapes or blinds which are furnished by the Lessor must be used. Should the Lessee desire to use its own drapes/blinds, written permission of the Lessor is required. Personal drapes must have plain, off-white linings and be ivory or off-white in color. No exceptions.

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- r) Fire Extinguisher: (Where Applicable) The fire extinguisher is to be used only in the event of a fire in the Premises, the building or on the grounds on which the Premises is located. The extinguisher is not to be removed from the Premises. If the fire extinguisher is used at any time, it should be immediately reported to Lessor so that the device can be “recharged” to assure continued protection. The Lessee should periodically check the gauge of the fire extinguisher to assure that it remains “charged” and ready for use. If the gauge should indicate that the device needs to be “recharged”, or if the Lessee is uncertain as to condition, the situation should immediately be reported to the Lessor. Should the device need to be “recharged”, it will be done at no cost to the Lessee if the discharge is due to leakage or other malfunction. Discharge for unauthorized reasons will be charged to the Lessee.

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- s) Smoke Detectors: Apartments equipped with smoke detectors are for the protection of the Lessee. These detectors should be tested monthly by the Lessee to assure their working condition and any problems immediately reported to the manager. **In the case of battery-operated smoke detectors, it is the responsibility of the Lessee to replace inoperable batteries.**
- t) Lockouts: Service fees for entry to the Premises provided by Lessor to Lessee, under any circumstance, shall be thirty-five (\$35) dollars per occurrence, to be paid before entry is given.
- u) Sublease: Should subletting be approved as stated in the Lease, in writing, the administrative fee charges will be One hundred fifty (\$150.00) dollars. Furthermore, it is agreed and understood that it is the sole responsibility of the Lessee to obtain a suitable replacement for the remainder of the Lease obligation. The Lessor will not answer phone calls, etc. on behalf of Lessee in this capacity. The Lessee is not removed or released from any responsibility or liability of the lease by the act of subleasing, regardless of the actions of the sub lessee. All obligations of the Lease are still the

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**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 and observance 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Guarantor

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Guarantor

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

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

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# RENTER'S INSURANCE ADDENDUM

All personal property placed in the leased premises, or in the storerooms or in any other portions of said building or any place appurtenant thereto, shall be at the sole risk of Lessee, or the parties owning same, and Lessor and Lessor's Rental Agents or Employees shall in no event be liable for the loss of or damages to such property or for any act or negligence of any employee or co-resident or servants of residents or occupants or of any other person whomsoever in or about the building. We urge each Lessee to obtain resident's homeowner insurance coverage.

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Lessee

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 Lessee

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 Lessor

## MOVE OUT INFORMATION

Security deposits are held to pay for any damages, cleaning charges, etc. to the property that you are leasing. Below are some of the most common charges to security deposits but not limited to:

1. Touch-up painting
2. Professional carpet cleaning
3. General cleaning of property
4. Replacements of drip pans and air filter
5. Replacements of light bulbs, globes, and broken mini blinds

Security deposits will be refunded within 35 **business** days of lease end.

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 Lessee

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 Date

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 Lessee

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