

## Alabama Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this **XX day of MONTH, 2008**, by and between **Robert Brian Trsek** and **Becky Jean Trsek** (hereinafter referred to as "Landlord") and **TENANT 1, and TENANT 2** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in **Autauga County**, Alabama, such real property having a street address of **1047 East Poplar Street**, (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

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

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

**TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of **12 months**, such term beginning on **DAY MONTH 2009**, and ending at 12 o'clock midnight on **DAY MONTH 2010**.

**RENT.** The total rent for the term hereof is the sum of **eighteen thousand DOLLARS (\$18,000)** payable on the **second** day of each month of the term, in twelve (12) equal installments of **one thousand and five hundred DOLLARS (\$1,500)**, first installment and pro-rated payments for **July** (if any) to be paid no later than **1 August 2009**, the second installment to be paid on **1 September 2009**. All such payments shall be made to Landlord at Landlord's address as set forth by the Landlord on or before the due date and without demand.

**DAMAGE DEPOSIT.** **No later than 1 January 2009**, Tenant shall deposit with Landlord the sum of **seven hundred and fifty DOLLARS (\$750)**, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

**USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of **TENANT 1 and TENANT 2**, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

**CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

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**ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

**ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

**NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

**HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

**MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;

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(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(k) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the [Brookstone Homeowners' Association](#) having control over them.

**DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Landlord will provide [24 hours](#) written or oral notice to Tenant prior to inspecting the interior dwelling, with said inspection conducted in the presence of Tenant or their appointed representative.

**SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at [one thousand and five hundred DOLLARS \(\\$1,500\)](#) per month and except that such tenancy shall be terminable upon [fifteen \(15\)](#) days written notice served by either party.

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**SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

**ANIMALS.** Tenant shall be entitled to keep no more than **two (2)** domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of **two hundred DOLLARS (\$200)**, of which **two hundred DOLLARS (\$200)** shall be **non-refundable** and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

**QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

**INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

**LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within **fourteen (14)** days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of **one hundred DOLLARS (\$100)**.

**ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

**RIGHTS AND REMEDIES.** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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**RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

**GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

**SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

**CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

**MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**Robert Brian Trsek**  
[Landlord's Name]

**Becky Jean Trsek**  
[Landlord's Name]

20318 Heritage Point Drive  
Tampa, FL 33647

If to Tenant to:

TENANT 1, and TENANT 2

TENANT CURRENT STREET ADDRESS  
TENANT CURRENT CITY STATE, ZIP

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ADDITIONAL PROVISIONS; DISCLOSURES.

Lawn of premises will be cut and fertilized at Landlord expense through third party commercial contracts as arranged by the Landlord. Flowerbeds and watering the lawn remain Tenant responsibilities as described in MAINTENANCE AND REPAIR. Lawn or flower bed damages due to neglect of Tenant will be recovered through Tenant security deposit.

Landlord will pay Brookestone Homeowner's Association Dues **approximating \$240 annually**.

Payment for early occupancy or vacancy of the premises as agreed upon in writing by the Landlord and Tenant will be prorated at the rate of **forty nine DOLLARS (\$49.00)** per day.

Premises is new construction as of 2005 and is not known to contain lead-based paint or asbestos.

**This agreement may be terminated by Tenant as agreed upon in the Military Clause addendum, with 30 days written notice provided to Landlord by Tenant.**

As to Landlord, this **DAY of MONTH, 2008**.

LANDLORD:

Sign: \_\_\_\_\_ Print: Robert Brian Trsek \_\_\_\_\_ Date: \_\_\_\_\_

Sign: \_\_\_\_\_ Print: Becky Jean Trsek \_\_\_\_\_ Date: \_\_\_\_\_

As to Tenant, this **DAY of MONTH, 2008**.

TENANT ("Tenant"):

Sign: \_\_\_\_\_ Print: **TENANT 1** \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

Sign: \_\_\_\_\_ Print: **TENANT 2** \_\_\_\_\_ Date: \_\_\_\_\_

Initial \_\_\_\_\_

MILITARY CLAUSE

ADDENDUM TO ALABAMA RESIDENTIAL LEASE AGREEMENT

As applies to that certain property, to wit:

TENANT 1 NAME (military member only)

1047 East Poplar Street

Prattville AL 36066

1. "As a member of the Armed Forces of the United States," the Tenant above may terminate the obligations, upon presenting documentation, under this lease on giving a thirty (30) day written notice of intent to vacate in the event of the following:

a. Received permanent change of station orders from the area of the premises.

b. Has been declared killed or missing in action, the spouse or executor may terminate this lease by providing the landlord with a written notice of termination to be effective on the date specified therein, but not less than 30 days later.

c. Separated from the Armed Services.

d. Leased the property prior to arrival and subsequently received orders of reassignment elsewhere.

2. For any or all of the above reasons, Tenant may terminate this lease upon written notice of intention to do so, and such termination shall become effective thirty (30) days after the date the notice is served upon the Landlord. If the date of such termination shall fall between days on which the rent is due, rent shall be prorated so that Tenant is obligated to pay rent only for that period from the time the rent is due to the day of scheduled termination. Tenant will be charged a prorated amount for each additional day the premises remains occupied.

3. The provisions of this addendum shall have precedence over any conflicting provisions in the Alabama Residential Lease Agreement.

\_\_\_\_\_, \_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_, \_\_\_\_\_  
Landlord Signature Date

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