



RESIDENTIAL RENTAL AGREEMENT

State of ALABAMA

County of Lee

This rental agreement made at Auburn, ALABAMA, on this Xth day of April 2009 by and between **XXXXX** **XXXXX** Tenant(s) (hereinafter called "TENANT"), and Logan Square Apartments Owner (hereinafter called "LANDLORD"), shall provide as follows:

	Payable Prior to Occupancy
Apartment Rent 1 st month	\$ XXX.00
Security, Cleaning & Damage Deposit (combined)	\$ Waive
Pet Fee (per Pet Addendum)	\$ 0.00
Monthly Pet Rent (per Pet Addendum)	\$ 0.00
Application Fee	\$ Waive
Total:	\$ XXX.00

1. This Rental Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006.
2. LOCATION: Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises described as **TBA** _____ **West Glenn Ave Apt.** _____ **Auburn, Alabama 36832.**
3. TERMS: This Rental Agreement shall commence at **12:00 PM** on the **12th** day of **August 2009** and end at **12:00 PM** on the **31st** day of **July 2010.** 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 and parking passes to Landlord.
4. RENTAL APPLICATION: Tenant acknowledges that Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and Tenant warrants to Landlord that the facts stated in the application are true to the best of the Tenant's knowledge. If any facts stated in the rental application prove to be untrue, Landlord shall have the right to terminate the residency immediately and to collect from Tenant any damages resulting there from.
5. RENT: Tenant agrees to pay Landlord a rent of **\$XXX.00** per month (\$XXX.00 base rent and \$0.00 pet fee), payable in advance, on or before the first of every month during said term for a total rent of **\$XXXX.00**. The rent is payable to: Logan Square Apartments at 733 W. Glenn Avenue, Auburn, AL 36832. Tenant agrees that failure to pay rent pursuant to the terms hereof is willful violation of this Rental Agreement.

Tenant further agrees to pay a late fee of \$0.00 per day if rent is paid after the 1st day of the month, and an additional fee of **\$50.00** after the 4th day of the month.

6. 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:

XXXXX XXXXX

Initial _____

Date _____

7. RETURNED CHECKS: Tenant agrees to pay \$35.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges. All future rent and charges, if more than one check is returned, shall be paid in the form of 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.
8. SUBLEASE: Tenant shall not assign or sublease said premises, or any other part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 14 days.
9. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except Trash, Pest Control, Cable and Internet which will be paid by Landlord. In the event of Tenant's 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.
10. 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 leased premises safe and clean. 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 Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of the 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 the 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.

Except as otherwise agreed in writing between Landlord and Tenant, 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 is directly responsible for any damage caused by the Tenant's appliances and/or furniture. Except as otherwise agreed in writing between Landlord and tenant, Tenant shall be responsible for reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenant 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.

11. 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.
12. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to 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

Initial _____
Date _____

connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: stove, refrigerator, dishwasher, disposal, washer, dryer, microwave (select units), trash compactor, other:

13. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes.
14. **RIGHT TO ACCESS:** The 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, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant in case of emergency.

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 impracticable to do so, Landlord shall give tenant at least 2 days notice of the Landlord's intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the residence of the Tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the Landlord's right of access to the premises.

The Landlord has no other right of access except: pursuant to court, as permitted by the Alabama Uniform Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

15. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, and shall receive permanent change of station orders 50 miles or more from the premises, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice on intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement void any consideration or protection offered by this section.

16. **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:
- (a) 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
 - (b) 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 the date 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.

17. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from and 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 building 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 rented premise shall be affected) shall be taken as a result of the exercise of a

Initial _____
Date _____

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 with 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.

18. ABSENCE, NON-USE AND ABANDONMENT: Tenant shall give Landlord prior notice of Tenant's anticipated absence from the premises for a period in excess of 14 days. The unexplained absence of tenant from the premises for a period in excess of 14 days or after default in the payment of rent shall be construed as abandonment of the premises or the expiration of this Agreement, Landlord shall have no duty to store or protect Tenant's property and may dispose of it without obligation to Tenant.

19. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of **\$600.00** to be held as security for full and faithful performance by 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.

Upon termination of the tenancy, the security deposit shall be applied to the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Tenant's noncompliance with this lease. Any deduction from the security deposit shall be itemized by Landlord in a written notice delivered to Tenant together with the amount due to or owed by Tenant, if any, within 21 days after termination of the tenancy and delivery of possession and demand by the Tenant. This obligation shall be met when Landlord mails the portion of the deposit owed and/or the written notice by first class mail to Tenant at Tenant's last known address.

20. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 10 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not cured.

The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and Tenant adequately cures the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

If rent is unpaid when due and Tenant fails to pay rent within seven (7) days from the date due, Landlord may terminate the Rental Agreement provided Landlord has given Tenant written notice of nonpayment and Landlord's intention to terminate the Rental Agreement. Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any noncompliance by Tenant with the Rental Agreement or Paragraph 10 above.

If there is noncompliance by Tenant with Paragraph 10 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord and Tenant Act.

If there is noncompliance by Tenant with Paragraph 10 above, materially affecting health and safety other than as set forth in the preceding paragraph, and Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by Landlord if it is not an emergency, specifying the breach and requesting that Tenant remedy within that period of time, Landlord may terminate the Rental Agreement. If the rental agreement is terminated, Landlord has a right to possession and for rent and a separate claim for actual damages from breach of the rental agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

Initial _____
Date _____

Except as prohibited by applicable law, Landlord may recover actual damages and obtain injunctive relief for noncompliance by Tenant with this rental agreement or the obligations of the tenant under §35-9A-301 *Code of Alabama*.

21. REMEDY AFTER TERMINATION: If the Rental Agreement is terminated, Landlord shall have the right to possession of the premises, for rent, and a separate claim for actual damages for breach of the Rental Agreement and court costs.
22. NOTICE: Notice shall be deemed delivered: To Landlord if delivered to the Community Manager or mailed to Logan Square Apartments Leasing Office, 733 West Glenn Avenue, Auburn, Alabama 36832. To Tenant if delivered in hand to Tenant, or three (3) days after mailing with adequate prepaid postage in the United States mail to Tenant's last known address.
23. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to install antennas, satellite dishes, waterbeds and auxiliary heaters without written permission from Landlord.
24. INVENTORY: Any furnishings and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.
25. PETS: Except as otherwise agreed between Landlord and Tenant, 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 upon compliance with the terms and conditions of the Pet Agreement as executed as and addendum to this agreement. If any unapproved pet is found on the premises, a \$200 (two hundred dollar) fee shall be charged to Tenant, in addition to all applicable pet fees and damage charges retroactive to the date of the beginning of this lease. 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.
26. WAIVER: Tenant is considered to have waived violation of Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
27. PEACEFUL ENJOYMENT: Landlord covenants that Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by Landlord.
28. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, legal representatives, and assigns.
29. 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

Initial _____
Date _____

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.

30. RENTAL RATE ADJUSTMENT: On and after the expiration of the initial term of this lease, Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered to Tenant as provided for in this agreement at least thirty (30) days prior to the effective date of alteration.

31. RULES AND REGULATIONS: The common area facilities, if any, such as swimming pool, laundry room, recreational and other common area facilities, when open and operating, are subjected to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.

32. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

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

Mail: 733 West Glenn Avenue
Auburn, AL 36832

Phone: 334-826-6470

Other: 334-826-6497 (fax)
Logan_sq_apts@prmc.com (email)

34. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely by convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

35. FACIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by facsimile or other secure electronic means, including, but not limited to, electronic mail and the internet. The signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

36. MEGAN'S LAW: Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant of Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. Then Tenant agrees that the Tenant has the sole responsibility to obtain any such information. Then Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

37. ENTIRE AGREEMENT: This lease along with the Resident Handbook and all addenda contain the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing.

Initial _____
Date _____

38. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of merger clause. The parties execute this agreement this lease agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

39. ADDITIONAL TERMS:

WHEREOF, 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 RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of the Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors and assigns.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD 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.

XXXXX XXXXX

Landlord's Agent

Initial _____
Date _____

MOVE-OUT COST SCHEDULE

Cleaning and Repair Charges:

If prior to move out, you do not clean the items listed below and leave them in satisfactory working order, or if any items are missing or damaged to the point that they must be repaired or replaced, the following charges will be deducted from your security deposit. If your security deposit is insufficient to cover the charges, you will be billed for the balance. The prices given for the items listed below are average prices only. If the Owner incurs higher costs for cleaning, repairing or replacing an item, you will be responsible for paying the higher cost.

Please note that this is not an all inclusive list; you can be charged for cleaning or repairing items that are not on the list.

ESTIMATED CLEANING AND REPAIR/REPLACEMENT CHARGES

CLEANING

REPLACEMENT/REPAIR

KITCHEN

Floors:		
Not vacuumed/swept	\$10	
Walls:		
Removal of stickers	\$30	
Damaged		\$50
Non-Original Paint		\$350
Cabinets:		
Removal of items	\$15	
Range Top/Oven/Broiler	\$35	
Refrigerator:		
Removal of items	\$50	
Not Cleaned	\$35	
Sinks and Counters	\$10-\$20	
Windows:		
Panes broken/cracked		\$50-\$75
Mini Blinds		\$30

LIVING ROOM, DINING AREA, HALLWAYS

Floors:		
Not vacuumed/swept	\$10	
Walls:		
Removal of stickers	\$30	
Damaged		\$50
Non-Original Paint		\$350
Ceiling Fan		\$50
Windows:		
Panes broken/cracked		\$50-\$75
Mini Blinds		\$30
Vertical Blinds		\$75
Trash/Item Removal	\$50	

BATHROOMS

Floors:		
Not vacuumed/swept	\$10	
Walls:		
Removal of stickers	\$30	
Damaged		\$50
Non-Original Paint		\$350
Doors		\$100

Initial _____

Date _____

Sink & Vanity	\$10
Tub/Shower	\$30
Toilet	\$10
Cabinets:	
Removal of items	\$15
Trash/Item Removal	\$50

BEDROOMS

Floors:		
Not vacuumed/swept	\$10	
Walls: Removal of stickers	\$30	
Damaged		\$50
Non-Original Paint		\$350
Doors		\$100
Windows:		
Panes broken/cracked		\$50-\$75
Mini Blinds		\$30
Vertical Blinds		\$75
Trash/Item Removal	\$50	

OTHER

Keys Not Returned	\$25/per key
Parking Decal Not Returned	\$30/ per decal

Initial _____
Date _____