

Pinnacle Properties Rental Agreement

Name of tenants to occupy Apt. # _____ at _____ Apartments.
(Please see articles 3 & 9 of this agreement.)

1.) _____

2.) _____

3.) _____

Rent for the period from: _____ to _____.

Security deposit paid by: _____ Amount _____

_____ Amount _____

_____ Amount _____

(Please see articles 15 & 16 of this agreement.)

Tenant hereby offers to rent from the Owner the premises situated in the City of Jacksonville, County of Calhoun, State of Alabama, described as _____ Apartments, _____, Apt. # _____, a _____ bedroom apartment, upon the following TERMS AND CONDITIONS:

1. Term: The term hereof shall commence _____ and continue until _____ for a TOTAL RENT DUE of \$ _____.

2. Rent: Rent shall be \$ _____ per month, payable in advance, upon the first (1st) day of each calendar month to Owner or his authorized Agent, by the following method:

Ladiga Hills Apartments – 415 Ladiga Street, Rent shall be placed in the rent collection box by the 5th day of each month.

Oak Village Apartments – 210 West Mountain Street, Rent shall be dropped off at Trac II office by the 5th day of each month.

Pinnacle Apartments – 400 Clinton Street and 212 Thomas Avenue, Rent should be dropped off at Trac II office by the 5th day of each month.

In the event rent is not in Owner's possession on the fifth (5th) day after due date, tenant agrees to pay a late charge of \$40.00 on the 6th, \$80 on the 11th, \$120 on the 16th, \$160 on the 21st, and \$200 on the 26th. If tenant pays rent in cash, Tenant shall have correct change. Tenant further agrees to pay \$30.00 (or the maximum allowed by law) for each dishonored bank check plus \$35.00 late fee. All checks must include Drivers license Number and State, and Social Security Number of issuer of check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1.5% Interest per month or the maximum rate allowed by law. Tenants shall not mail cash or money orders. **No cash shall be placed in the rent drop box.**

3. Multiple Occupancy: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any on signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

4. Utilities: Owner provides Garbage pickup. Tenant shall be responsible for the payment of all Other utilities and services, except for water / sewerage at Candlewood Apartments.

5. Use: The premises shall be used exclusively as a residence for no more than three (3) persons in the 2 bedroom apartments and no more than two (2) persons in the 1 bedroom apartments. Guest staying more than a total of five (5) days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

6. **Animals: No animals shall be brought on the premises at any time.**

7. House Rules: Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but no limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas.

8. Laws, Ordinances and Statutes: Tenant shall comply with all law, statutes, ordinance and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining the use of the premises. If tenant breaks any laws the lessor has the right to require the lessee to vacate the apartment immediately. If you are located in a rent control area, contact Rent and Arbitration Board for your legal rights.

9. Assignment and Subletting: Tenant shall not assign this agreement or sublet any portion of the Premises without prior written consent of the Owner.
10. Damages to Premises: If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then the Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
11. Entry and Inspection: Owner or Agent shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services; (c) exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; (d) when Tenant has abandoned or surrendered the premises. Owner and agents shall have the right to all reasonable times during the term of the lease and any renewal thereof to enter the premises for the purpose of inspecting the premises and all building and improvements thereon, and for the purpose of (a), (b), and (d) above, without prior notice. All units will be inspected during Christmas and Spring breaks without prior notice. Tenant shall not install door locks, chains, etc., which will prevent Owner or Agent from entering premises with master key.
12. Indemnification: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his Agent or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages to which Owner is legally responsible.
13. Physical Possession: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered with five (5) days of the commencement of their term hereof.
14. Default: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three days written notice of such default given in the manner required by law, the Owner, at his option may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of the Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance for the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
15. Security: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.
16. Deposit Refunds: The balance of all deposits shall be refunded within thirty (30) days from date possession is delivered to Owner or his agent, together with a statement showing any charges made against such deposits by Owner. Deposits will be refunded in equal amounts to all Tenants listed on lease unless cancelled check is presented as proof that one individual paid initial deposit.
17. Attorneys' Fees: In any legal action brought by either party to enforce the terms hereof, or relating to the demise premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.
18. Waiver: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
19. Notices: Any notice which either party may give or is required to give may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein, or at such other places as may be designated by the parties from time to time.
20. Holding over: There shall be no holding over after expiration hereof, and no month-to-month tenancy, without the prior consent of the Owner. Tenancy shall then be in accordance with terms hereof as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.

21. Time: Time is of the essence in this agreement.

Entire agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibit 1/House Rules, has been made a part of this agreement before the parties' execution hereof.

Tenant Name _____ Apt. # _____

Social Security Number _____ Tag # _____

Make and Model of Car _____

Drivers License Number and State _____

Parent / Guardian Name _____

Home Street Address _____

City _____ State _____ Zip Code _____

Home Phone Number () _____ Work () _____

Tenant Name _____ Apt. # _____

Social Security Number _____ Tag # _____

Make and Model of Car _____

Drivers License Number and State _____

Parent / Guardian Name _____

Home Street Address _____

City _____ State _____ Zip Code _____

Home Phone Number () _____ Work () _____

Tenant Name _____ Apt. # _____

Social Security Number _____ Tag # _____

Make and Model of Car _____

Drivers License Number and State _____

Parent / Guardian Name _____

Home Street Address _____

City _____ State _____ Zip Code _____

Home Phone Number () _____ Work () _____

Each tenant agrees to abide by all House Rules and shall be responsible for any guests / invitees on the premises. Any violation of the Rules shall be considered a breach of contract and Tenant agrees to vacate within ten (10) days of written notice from Owner or Agent.

- 1) The tenant understands that the possession of any illegal drugs and any firearms is not allowed on the premises. The owner has the right to require the tenant to vacate their apartment if the tenant is found by law enforcement officers to have any illegal drugs or any firearms in their possession.
- 2) All household trash shall be placed in dumpster provided on premises. Large items shall be placed on curbside for pickup by City. Hallways, patios and decks are to be kept clean and clear, except for grills, outdoor furniture, bicycles, etc.
- 3) There are 3 parking spaces provided for each two (2)-bedroom apartment and 2 parking spaces provided for each one (1)-bedroom apartment. Tenant and / or Tenant's guests / invitees shall not use or block any space provided for other Tenants. Owner and Agent do not guarantee Tenants availability of parking places directly in front of their unit.
- 4) Tenant and / or Tenant's guests / invitees shall not gather in parking areas.
- 5) Tenants shall not remove screens from the windows.
- 6) There shall be no barbecue grills on or under decks, patios or in hallway of buildings. Tenants shall place grills in locations away from buildings.
- 7) There shall not be any tape placed on walls or doors of apartments. Tenant shall be charged the repair for excessive damage to walls and doors of apartment as determined by Owner or Agent. All light bulbs should be working. Tenant shall be charged \$5.00 for each missing or blown light bulb.
- 8) Tenant shall not have a waterbed on the premises.
- 9) No animals shall be brought on the premises at any time.
- 10) Apartments shall be cleaned thoroughly (according to cleaning check-list signed by each tenant upon leasing apartment); carpets should be professionally cleaned upon vacating premises if they are soiled beyond normal wear as determined by the Owner or Agent (receipt must be provided to Owner or Agent.)
- 11) A \$50.00 fee is deducted from damage deposit reimbursement if all original keys are not returned.
- 12) Light bulbs are the responsibility of the Tenant. Owner and Agent shall have the right at all reasonable times during the term of the lease and any renewal thereof to enter the premises for the purpose of inspecting the premises and all building and improvements thereon, and for purpose (a), (b) and (d) as outlined in #11 of Lease, without prior notice. All units will be inspected during Christmas and Spring breaks without prior notice. Tenant shall not install door locks, chain, etc., which will prevent Owner or Agent from entering premises with master key.
- 13) In the event of a break-in, robbery, etc., Tenant shall obtain a copy or related Police Report and submit to Owner or Agent.
- 14) Tenant shall notify Owner or Agent immediately of change in Tenant leaving or leasing premises.
- 15) Blinds in unit shall be left when Tenant vacates premises, or Tenant shall be held liable for replacement. If curtains are used, they should be hung with spring-loaded tension rods.
- 16) Tenant shall give written notice to Owner no less than thirty (30) days in advance of vacating unit at end of lease.
- 17) Should Tenant's rent become "lost in the mail", Tenant shall immediately issue Owner another check or money order at Owner's request. "Lost rent" shall be considered delinquent rent.
- 18) Loud music, public parties or drinking outside are not allowed. Any conduct that would disturb other Tenants is prohibited. If you plan to party, better do it somewhere else. Any Tenant participating in any of these activities shall have their Lease terminated immediately.
- 19) Tenant shall provide Owner with phone number at unit within five (5) days of having phone service installed, even if number is unpublished. No Tenant shall block Owner's phone number electronically so as to prevent Owner from completing calls to unit.
- 20) Property Owner does not provide insurance covering personal property of Tenant's. Tenant is responsible for own coverage and shall be held liable for damages caused to property inside and outside, through neglect. Owner is not responsible for damages to Tenant's personal property resulting from "Act of Nature" (such as weather) or from other incidents beyond Owner's control (such as damages resulting from City Water Sewer System, Alabama Power Company, vehicles using public roads, Etc.).
- 21) No Satellite Dishes or external antennas are allowed.

ACCEPTANCE:

Owner or Agent	Tenant
Tenant	Tenant
Tenant's Parent or Legal Guardian	Tenant

Contact Information:
 Bryan Taylor – 256-452-4580 (cell)
 Fred Taylor – 256-282-2436 (cell)

CHECKLIST FOR CLEANING APARTMENT WHEN VACATING

Check inventory as follows:

- _____ Light fixtures with working light bulbs
- _____ 1 heating and air conditioning unit and new filter; 1 water heater
- _____ 1 dishwasher (if applicable)
- _____ 1 refrigerator with working appliance bulb
- _____ 1 stove with working appliance bulb
- _____ 1 smoke detector
- _____ 1 shower rod, 1 towel rack, 1 toilet paper holder
- _____ shelving and / or rods in all closets
- _____ working blinds over windows
- _____ Electricity still on in unit when it is inspected
- _____ Clean out closets and drawers thoroughly; wipe clean inside drawers and closet shelves
- _____ Refrigerator, stove, dishwasher cleaned inside and out
- _____ Bathroom thoroughly cleaned and disinfected
- _____ Replace missing or blown light bulbs inside and outside unit; clean fixture globes
- _____ Vinyl floors cleaned. Wipe baseboards clean. All carpet must be professionally cleaned if so determined by owner; tenant must present dated receipt if carpet has to be cleaned. Carpet will be inspected only after carpet has thoroughly dried.
- _____ All window cleaned inside and out; wipe window sills clean; dust blinds. All kitchen cabinets and both vanity cleaned inside and out.
- _____ Place trash in dumpster and sweep deck and / or walkway around doors.
- _____ Repair any damage, inside or outside of apartment for which Tenant is responsible.
- _____ Call for inspection - have all original keys, receipt for carpet cleaning if cleaning is required, signed checklist and addresses for reimbursement of damage deposit.

I agree to perform the above for full reimbursement of my damage deposit. I further agree to pay for cleaning if I have not satisfactorily completed.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date