

TRAC II APARTMENTS

LEASE AND RENTAL AGREEMENT

Names of tenants that occupy Apt # \_\_\_\_\_ at Trac II apartments  
(Please see articles 3 & 9 of this agreement)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Rent for the period from: \_\_\_\_\_ to \_\_\_\_\_

Security deposit (not applicable toward last month's rent): \_\_\_\_\_

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 apartment # \_\_\_\_\_, Trac II Apartments, 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 (1<sup>st</sup>) day of each calendar month to Owner or his Authorized Agent, at the following address: \_\_\_\_\_, Jacksonville AL 36265 or at such other places a may be designated by the owner from time to time. Neither owner nor Agent will personally collect rent. In the event rent is not in the Owner's possession the fifth (5<sup>th</sup>) day after the due date, Tenant agrees to pay a late charge of \$8.00 per day, regardless of date of postmark. If tenant pays rent in cash, tenant shall have correct change. Tenant further agrees to pay \$35.00 (or the maximum allowed by State Law) for each dishonored bank check, plus \$35.00 late fee. All checks must include Drivers License number and State of Issue, 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.

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 one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of this agreement.
4. Utilities: Tenant shall be responsible for the payment of all utilities and services.
5. Use: the premises shall be used exclusively as a residence for nor more than three (3) persons in the 2 bedroom apts. and nor more than two (2) person in the 1 bedroom apt. 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 not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas.
8. Ordinances and Statutes: Tenant shall comply with all statutes, ordinance and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the 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 the occurrence of such damage; except that should such damage, or destruction occur as the result of the abuse of negligence of Tenant, or is invitees, then Owner 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 an any prepaid rent and unused security deposit shall be refunded to Tenant. If this lease is not terminated, then 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 & Inspection: Owner or Agent shall have the right to enter the premises: a) in case of an 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, mortgagers, tenants, workmen or contractors, d) when Tenant has abandoned or surrendered the premises. Owner and Agents 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 inspection the premises and all building and improvements thereon, and for the purpose of (a), (b) and(c) mentioned above, without prior notice. All units will be inspected

during Christmas and Spring breaks, with out 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 the owner, his Agent or his employees. Tenant agrees to hold Owner harmless from ay 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 hereby, nor shall this agreement be void or void able, but tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within five (5) days of the commencement of there term hereof.
14. Default: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a 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 the rent, owner may consider any property left on the premises to be abandoned, and dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has not 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 my 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 the Tenants rights hereunder and recover from Tenant all damages he my incur by reason of the breach of the lease, including the cost or recovering the premises and including the worth at the time of such termination, or at the time of an award by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonable 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 the Tenant. Tenant shall not have the right to apply the security deposit in payment in last month's rent.
16. Deposit Refunds: The balance of all deposits shall be refunded within thirty (30) days from date possession delivered to Owner by his Agent, together with a statement showing any charges made against such deposits by Owner. Deposit will be refunded in equal amounts to all Tenants listed on the lease, unless cancelled check prevents as proof that one individual paid initial deposit.
17. Attorney's Fees: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a 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 date hereof, and no month-to-month tenancy, without the prior written consent of owner. Tenancy shall then be in accordance with the 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 of this agreement.
22. 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.

ACCEPTANCE:

\_\_\_\_\_  
Owner or Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenants' Parent/Guardian

\_\_\_\_\_

Tenant Name \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Social Security Number \_\_\_\_\_ Tag # \_\_\_\_\_

Make and Model of Car \_\_\_\_\_

Driver's License Number and State of Issue \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work # \_\_\_\_\_

Tenant Name \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Social Security Number \_\_\_\_\_ Tag # \_\_\_\_\_

Make and Model of Car \_\_\_\_\_

Driver's License Number and State of Issue \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work # \_\_\_\_\_

Tenant Name \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Social Security Number \_\_\_\_\_ Tag # \_\_\_\_\_

Make and Model of Car \_\_\_\_\_

Driver's License Number and State of Issue \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work # \_\_\_\_\_