



**RESIDENTIAL LEASE FOR DENDY
PROPERTIES
THIS IS A LEGALLY BINDING
CONTRACT.**

Please seek legal advice prior to signing and entering this lease if you have questions about this contract.

State of Alabama}
Marshall County}

THIS LEASE made this _____ day of _____, 200__,
by and between: **DENDY PROPERTIES** hereinafter called "Lessor"
and _____
hereinafter called "Lessee":

Witnesseth: That the Lessor does hereby lease and rent unto the Lessee the following described premises _____
in _____ County, Alabama, to wit:

for use and occupation by the Lessee as a personal residence and for no other different use or purpose, for and during the term of _____ months and _____ days beginning on the _____ day of _____ and ending on the _____ day of _____, not to exceed a time period of one year. In consideration whereof, the Lessee agrees to pay the Lessor, or said agent, at the office of said Agent located at 2085 Al Hwy 205N Suite B , Albertville, AL 35950 in _____ County, Alabama, on the first day of each month of said term in advance as rent for the said premises the sum of _____ and 00/100 Dollars (\$_____) per month.

If rent is unpaid after the 5th day if the month there will be a \$ 25.00 late fee charge charged on the 6th day of the month and a \$ 5.00 per day charge till rent is paid in full. Tenant will be issued a EVICTION NOTICE giving the tenant 7 day to vacate the primises on the 7th day of the month. If rent is still unpaid TENANT WILL VACATE THE PROPERTY AND WAIVES ALL RIGHTS TO EVICTION PROCESS AND WILL FORFEIT ALL DEPOSITS. IF PERSONAL BELONGING ARE LEFT IN AND/OR ON THE PROPERTY, THE LANDLORD OR THE LANDLORD'S REPRESENTATIVE WILL REMOVE ALL PERSONAL PROPERTY FROM THE RESIDENCE AND PLACE IT AT THE CURB FOR DISPOSAL BY THE LOCAL JURISDICTION. BY INITIALING THIS PHASGRAPH TENANT IS STATING THAT HE/SHE UNDERSTANDS THESE

PROCEDURES. TENANT IS ENCOURAGED TO SEEK LEGAL ADVISE BEFORE INITALING.
INITIALS _____

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

The Lessor covenants to keep the Lessee in possession of said premises during said term.

The lessor holds forth that the premises herein contained meet the conditions required and satisfy the elements for warranty of habitability for the use and purpose for which they are hereby let. Lessee's taking possession is evidence of his or her receipt of them in good order and repair except as herein specified in writing.

There are to be no pets whatsoever living in or on the rental premises unless prior agreement is reached with the lessor. (A \$200.00 non-refundable pet fee is to be paid upon agreement of terms with the lessor)

Tenant is to maintain rental premises in a neat and sanitary condition, and keep all personal belongings removed from the yard.

Tenant is responsible for keeping any yard provided with the rental premises mowed.

If necessary, all cleaning fees will be deducted from the security deposit and notated in the itemization provided with any refunded security deposit.

Any service calls related to tenant abuse(s) will be charged to the tenant and become due with the next month's rent.

Tenant is required to give 30 days notice prior to vacating rental premises. At the time of the notice, lessor has permission to place a "for rent" sign in the yard and window.

There are to be no excessive noise or parties.

Any disturbances, domestic or other, will result in the tenant being in breach of the lease contract. The tenant will be given a 14 day notice informing the tenant of the breach and the subsequent termination of the lease.

In the event of extremely cold weather, less than 32 degrees for more than six (6) hours, tenant is responsible for taking precautions to see that the pipes do not freeze (such as leaving the water slightly running).

Tenant is responsible for rental insurance ensuring their personal belongings.

Tenant will be billed for any damages to the rental premises due to tenant's negligence or that of tenant's guests.

Tenant agrees and accepts responsibility to check and maintain all smoke detection devices in the rental premises. Smoke detection device checks are to be made monthly. Tenant also agrees and accepts responsibility to check, maintain, and change air conditioning/furnace filters on a monthly basis.

Tenant acknowledges receiving a copy of the lease agreement.

Tenant agrees that only those listed on the rental application will inhabit the residence unless prior written notice is given and permission is obtained by the lessor.

Tenant agrees to notify the lessor in the event that tenant is going to be away from the premises for a period of 14 days or more.

****THERE IS A \$25.00 LOCK OUT FEE IF MANAGEMENT HAS TO LET TENANT BACK INTO RESIDENCE****

The Lessee hereby gives the Lessor, or said Agents, the right VISIT, MAKE REPAIRS, and INSPECT said premises at all reasonable times with a two day written notice unless an emergency exists. Additionally, the lessee agrees to allow the lessor to show said premises to prospective tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time with a two day written notice.

The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on or about any premises connected therewith, but not hereby leased, not to paint upon or attach any signs, wires, or other material, other structure, apparatus, or radio antennae without the written consent of the Lessor, or said Agents.

The Lessee further agrees with the Lessor: Only the kitchen located within the premises shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee shall replace all keys lost or broken, if and when broken and lost, will pay all bills for water, gas, electricity used on or about said premises; to take good care of said premises, and commit no waste of property or permit same to be done. That Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's family, or any other known and/or invited person(s) on or about said premises, and that failing so to do the Lessor, by giving five days' notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional cost for said premises, secured by landlord's lien, and that the Lessee will pay the Lessor on the first day of the month following the month in

which the same were incurred by the Lessor; that the Lessor shall have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.

In the event the Lessee fails to pay any one or more of said installments of rent, or any other amount owing or accruing hereunder, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon, without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or any assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, city or Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if the Lessee vacates before the expiration of said term without the written consent of the Lessor his agents, or if the Lessee fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions, or covenants herein contained, then, and upon the happenings of any one or more of said events, Lessor or his Agents, may at their option, mature and make due any payable, all rents reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events, and may upon giving seven (7) days written notice of failure to pay rent to Lessee terminate this lease, re-enter, take possession, and re-let said premises. Other lease violations may result in the termination of the lease by the lessor after lessee receives a fourteen (14) day written notice of violation. The said rights of the Lessor or his Agents to mature said rents and terminate this lease, as above provided shall be and remain in full force and effect continuously after the happenings of any one or more of said events, and the failure of lessor or his Agents to exercise said rights, or either of them, shall not be deemed a waiver or forfeiture or a waiver of the right of the Lessor or his Agents to terminate said lease to re-enter or re-let said premises.

If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his Agents, the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total rental as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.

Any notice provided for herein may be delivered, if by the Lessor to the Lessee, by serving on the Lessee in person or by leaving said notices at the leased premises and/or by mailing said notice to Lessee at the leased premises by ordinary and/or registered mail. Lessee hereby agrees that any notice address to him at the above address shall be legal notice the same as if personally served. All notices hereunder must be given in writing and notices not given in writing will be considered void and without effect.

Lessor acknowledges receipt of \$ _____ (not to exceed one month's rent) from Lessee as a security deposit. This sum of money shall be refunded to Lessee, without interest, within thirty-five days.

Nothing herein shall be deemed to limit the liability of Lessee for damage to the premises or cleaning required to the amount of the cleaning, repair, and replacement charge, and such charge shall not be considered as liquidated damages. If all or any portion of said security deposit is not refunded, Lessor will give Lessee a written itemization of said non-refunded amount and/or said refund in full within 35 days after vacancy.

The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, without the written consent of the Lessor or his Agents. Each transfer and assignment, and each sub-letting or renting of said premises, unless the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or his Agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the conditions and covenants of the within contract when so transferred.

In the event the said building shall be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and the Lessor or his Agents be forced to tear down and remove said building by the State, County, and city authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation by said authorities, the lessee may terminate with 14 days notice; if the premises are partially destroyed, the rent will be prorated. Should the lease be terminated, the landlord will return the security deposit within 35 days less any deducted sums evidenced by an enclosed itemization.

If said premises are so injured by fire, rain, wind or earthquake as to render the same partially uninhabitable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice said injury

is given by the Lessee to the Lessor or his Agents, then, and in any of those events, the Lessor or Agents may repair the same within said time, and the rent during said time shall be reduced in the proportion that said premises in said uninhabitable or unfit conditions bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his Agents fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be terminated by Lessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor or his Agents.

The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet, and peaceable possession of said premises in the like good order as at the commencement of said term, and notice to do so is hereby waived. It is further understood and agreed that if the Lessee shall continue in possession of any part of said premises after the expiration of the aforesaid term, without the written consent of the Lessor or his Agents, then this lease, at the option of the Lessor or his Agents, shall continue in full force for such length of time as Lessor may elect up to one year from the date of expiration with all conditions, covenants, and terms herein set forth, except that the rental of said premises shall be TWO TIMES THE AMOUNT herein fixed.

The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased premises shall be legal notice the same as if personally served. If this lease is terminated by the Lessor for any reason, including the non-payment of rent, and the Lessee pays the rent, attorneys fees and other charges due and thus makes himself or herself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, then this lease will be considered reinstated and will continue in effect as though it had not been terminated.

The Lessee agrees to pay the lessor or his agents attorney's fee provided within the applicable statute of the Code of Alabama in the event of the employment of an attorney to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or to protect the interest of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee in or upon said premises, or because of the violation of any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein contained, and all damages and costs that the Lessor or his Agents may sustain by reason of the violation of said terms, conditions, or covenants, or any of them.

It is the responsibility of the Lessee to secure the building, glass, doors, and common area from possible weather/storm damage.

Initial(s) _____

IN TESTIMONY WHEREOF, we have hereunto set our hands in duplicate, the day and year first above written.

LESSEE ACKNOWLEDGES RECEIPT OF THIS LEASE AGREEMENT:

Lessee/Tenant Signature

Lessee/Tenant Signature

Lessor/Landlord or his Agent

In case of emergency, landlord should contact:

Name: _____

Relationship: _____

Address: _____

Telephone: _____

Place of employment: _____

Second contact person: _____

Relationship: _____

Address: _____

Telephone: _____

Place of employment: _____

NAMES AND DATE OF BIRTH OF ALL WHO WILL RESIDE ON THE PROPERTY

HEAD OF HOUSEHOLD _____ DOB _____

SPOUSE OR CO-APPLICANT _____ DOB _____

TENANT 3 _____ DOB _____

TENANT 4 _____ DOB _____

TENANT 5 _____ DOB _____

TENANT 6 _____ DOB _____

TENANT 7 _____ DOB _____

CREDIT APPLICATION – REFERENCE CHECK

Applicant's
Name: _____

Current
Address: _____

Applicant's Phone Numbers _____

Applicant's Place of
Employment _____

Employer Phone _____ How Long Employed _____

Contact Person _____

Current Landlord's Name, Address, and Telephone
Number: _____

Spouse/Co-Applicant
Name: _____

Spouse/Co-Applicant Phone Numbers _____

Spouse/Co-Applicant Place of
Employment: _____

Spouse/Co-Applicant Employer
Telephone: _____

Contact
Person: _____

How Long
Employed: _____

Do you have an Bank Account checking _____ or _____ saving

Vehicle 1 Make _____ Model _____ Tag # _____

Vehicle 2 Make _____ Model _____ Tag # _____

Vehicle 3 Make _____ Model _____ Tag# _____

Vehicle 4 Make _____ Model _____ Tag# _____

Please list the names, addresses, telephone numbers, and length of time known for 3 personal references:

Name	Address	Telephone Number	Time Known