

AUTOMATIC RENEWAL APARTMENT LEASE

PARTIES: The parties to this agreement are identified as follows:

“**LANDLORD**”: Grandview Pointe, LLC.

TENANT(S): _____ and _____. The term “**Tenant**” includes all tenants collectively, whether one or more, and “**Tenant**” shall mean either the masculine or feminine.

“**AGENT**” **FOR LANDLORD:** Sherry Waldron is authorized to manage the premises and is authorized to receive service of process and receiving and receipting of notices and demands at the address set forth on the “Landlord Information Disclosure Addendum,” which is attached to this Lease and incorporated herein by reference. Agent is authorized to enforce any term of this lease and any reference to Landlord is also a reference to Landlord’s Agent for purposes of enforcing the terms hereof or receiving notices.

“**PREMISES**”: Apartment Number _____ at that certain Apartment complex commonly known as Grandview Pointe Apartments.

CONSIDERATION: All terms and conditions of this Lease are consideration for performance and not mere recitals.

INITIAL TERM: _____ (Effective Date)

initials to midnight _____ (Expiration Date).

NOTICES: All notices hereunder must be given in writing and notices not given in writing will be considered void and without effect. Any notice provided for herein may be delivered as follows:

If by Tenant to Landlord: By mailing the same by ordinary U.S. mail to the office of the Landlord's Agent, or by hand delivery in person to Landlord's Agent as identified on the "Landlord Information Disclosure Addendum" which is attached hereto and incorporated herein by reference.

If by Landlord to Tenant: By serving on Tenant in person. Landlord may also give notice to Tenant by mailing said notice to Tenant at the leased premises by ordinary U.S. mail and service shall be considered effective three days after mailing. Tenant hereby agrees that any notice addressed to Tenant at the above address under the conditions described herein shall be legal notice to Tenant as if personally served.

This provision does not apply to notices of termination, which will be served pursuant to Alabama law, and notices pursuant to the paragraph of this Lease regarding the Landlord’s right to reasonably enter the premises.

AUTOMATIC RENEWAL: This Lease will automatically renew from month to month, unless:

initials (a) Tenant terminates this Lease on the Expiration Date by giving Landlord notice of his intent to terminate and vacate at least one calendar month in advance; or

(b) Landlord notifies Tenant at least one Calendar month before the Expiration Date that the Lease cannot be renewed. Following renewal, Landlord or Tenant may terminate this Lease on the last calendar day of any month by giving notice to the other at least one calendar month in advance.

initials **RENT:** Rent is \$_____ per month. Time is of the essence. Rent is due and payable on the Effective Date and on the First day of each succeeding month, and is delinquent thereafter. Tenant shall pay to Landlord an amount equal to 10% of monthly rent in addition to rent if rent is not paid when due. Tenant shall pay to

Landlord a service charge of \$35.00 for any instrument he presents to Landlord which is dishonored. Payments shall be applied first to accrued late charges, then other charges then due, then rent. Landlord may amend the Lease to increase rent after the initial term by notifying Tenant at least one calendar month in advance of the effective date of such increase. NON-PAYMENT OF RENT WHEN DUE IS A WILLFUL VIOLATION OF THIS LEASE.

Pro-rated Rent for the period from _____, 20 _____ to _____, 20 _____, shall be due to Landlord on the Effective Date in the sum of \$ _____ (based on a 30-day month).

The monthly rental figure contained hereinabove is based, in part, upon the pro rata share of ad valorem taxes, privilege or license taxes, gross receipts or gross rental tax or other tax directly on the rents received hereunder, as well as insurance costs and public utility rates existing at the time of execution of this Lease. It is agreed that when Landlord is notified that any of the aforementioned taxes, insurance costs or public utility rates are increased, Landlord may notify Tenant in writing of the same and the said monthly rental payment representing taxes, insurance costs or public utility rates shall increase by the pro rata share of the change in the amount of taxes, insurance rates or public utility rates, said increase to become effective on the first day of the next succeeding month, but in no case shall such increase exceed 5% of the monthly rent.

TENANT MAY NOT WITHHOLD PAYMENT OF RENT TO LANDLORD WHILE IN POSSESSION IN ORDER TO ENFORCE ANY OF THE TENANT'S RIGHTS UNDER ALABAMA LAW.

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UTILITIES: Tenant shall pay for all utility services including, but not limited to, electricity, water, sewer, garbage and/or cable television and gas. Landlord may currently provide some of these utility services free of charge, however, Landlord reserves the right to cease providing to Tenant free of charge the said utility and to require Tenant to establish said utility service in Tenant's name and to require Tenant to pay for said service similar to other utility services. Tenant shall use the utilities supplied by Landlord only for ordinary household appliances and household uses. Landlord, during the term of the Lease may, if permitted by state and/or federal law, charge and bill separately for water and/or sewer, gas and refuse removal. Tenant agrees to pay any utility charge, including but not limited to, water and/or sewer, gas and/or refuse removal, and/or late payment charges associated with said utility charge, all as additional rent. At Landlord's option, said billing may be through a third party billing service. At Landlord's option, the charge for water and sewer may be an increase in rent for the Premises by the amount of the water and sewer costs allocated to the Premises as determined by the Landlord in its sole discretion, or by allocation through sub-metering, or any other reasonable method of water and sewer costs allocation, including, but not limited to, a set fee for each premise being one bedroom, two bedrooms, or three bedrooms and whether there are washing machine connections. Tenant shall take all measures necessary to establish all utility services in Tenant's name, effective as of the first day of the rent term. To the extent permitted by law, any delinquent payment of a charge under this paragraph shall be considered a material default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to deliver written notice to terminate the Lease pursuant to Alabama law and the right to impose late fees and other related charges and fees) as if Tenant had been delinquent in Tenant's payment of rent.

EARLY TERMINATION: If Tenant desires to terminate this Lease prior to it's stated expiration date, Tenant must provide a written notice of same to Landlord no less than thirty (30) days prior to the stated early termination date. Tenant will be required, at the time of giving said notice, to pay a lease termination fee equal to three (3) month's periodic rent in addition to the rent due for the last month of occupancy, and, if a rent concession was granted to the Tenant upon Lease execution, including but not limited to rent rate discounts or free rent, Tenant will likewise be required to repay the concession upon giving Landlord said early termination notice.

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SECURITY DAMAGE AND CLEANING DEPOSIT: To secure Tenant's performance, Tenant shall deposit with Landlord on the Effective Date the sum of \$_____. Said deposit, without interest, will be refunded to Tenant within 35 days of Tenant vacating Premises, provided that Tenant has:

- (a) returned all Premises, mailbox and gate keys to Agent;
- (b) left Premises clean and free of damage; and

(c) left Landlord a valid forwarding address in writing.

Said deposit is to secure Tenant's performance and shall not limit any liability to Landlord for extraordinary cleaning or repairs necessitated by Tenant's occupancy. Any deposit unclaimed by the Tenant, as well as any check outstanding shall be forfeited by the Tenant after a period of 180 days.

Said deposit will be deposited, at Landlord's option, in a non-interest bearing account. In accordance with Alabama Real Estate Commission Rule 790-X-3.03 Landlord shall not maintain security or damage deposits in a separate account and shall hold said deposits for Tenant in accordance with this Lease.

POSSESSION: If the Landlord fails to deliver possession of the dwelling unit to Tenant, rent shall abate until possession is delivered and the Tenant may terminate this Lease as allowed by Alabama law. As the leased premises are in an apartment building or complex with many apartments and as the occupancy of one tenant might interfere with the leasing or enjoyment of other apartments, therefore, without reflection upon the Tenant, it is agreed and understood that in the event that the Tenant, or other person on the leased premises with the Tenant's consent, shall, in the reasonable judgment of the Landlord, such judgment to be conclusive, conduct themselves in a manner that disturbs the peaceful enjoyment of other apartments by other tenants, then the Landlord will consider such conduct a material noncompliance of the lease agreement, and the Landlord may deliver written notice to terminate this Lease, as provided by Alabama law. In the event this Lease is terminated under this paragraph, the Landlord shall refund to the Tenant at the time the Tenant vacates the leased premises, the unearned portion of the rent so paid in advance on the rental basis herein set forth. Nothing herein contained shall be deemed a waiver of the Landlord of any claim for damages for injury to property prior to the date of termination.

RIGHT OF ENTRY: Landlord, Agent, and their employees shall have the right to enter the premises to make needed repairs, provide services, and inspect the premises upon giving notice, as provided by Alabama law, or at any time in the event of an emergency.

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DEFAULT AND OPTIONS IN EVENT OF BREACH: In the event Tenant fails to pay any one or more of set installments of rent or any other amount owing or accruing hereunder as when due, or if Tenant uses or permits the premises to be used for any other purpose than that for which the premises are hereby let, or if Tenant vacates before the expiration of said term without the written consent of the Landlord or its Agents, or if Tenant materially violates any of the other terms, conditions, or covenants contained herein, and upon the happenings of any one or more of said events, Landlord or its Agent may, at their option, give notice as required by Alabama law to seek possession of the premises and terminate the rental agreement. **NON-PAYMENT OF RENT IS WILLFUL VIOLATION OF THIS LEASE.** Landlord's failure to take advantage of any default on the part of the Tenant shall not be construed as a waiver thereof, nor shall any custom or practice become established between the parties having the effect of a waiver of any condition or term required by this lease.

ALTERATIONS TO BUILDING OR PREMISES: Tenant hereby agrees not to make any alterations to the building or premises, or on or about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires, or other structure or apparatus without the written consent of the Landlord or Landlord's Agent as appointed.

CONDITION OF PREMISES: Tenant has examined the premises, is satisfied with the physical condition and Tenant's taking possession is conclusive evidence of receipt of them in good order as agreed, except as otherwise specified, and he agrees that no representation as to condition has been made except as is contained in the Lease and as required by Alabama law.

Tenant agrees that no promise to decorate, alter, or improve the premises has been made, except such as is contained in the Lease. Any written agreement to decorate, alter, or improve the premises shall not carry forward and shall not be made a part of any extensions or renewal of this Lease.

DAMAGES TO PREMISES: Tenant shall pay the expense of replacing all glass broken and any keys lost or

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broken, or the expense for repairs of any condition caused by the Tenant which materially affects health and/or safety, deliberately or negligently caused by the Tenant, or the Tenant knowingly, recklessly, or negligently permitting any person to do so. If the Tenant does not remedy the condition within seven (7) days written notice by Landlord, Tenant shall be liable for any and all reasonable costs incurred in repairing said damage.

Tenant shall permit no waste of the leased premises nor allow the same to be done, but Tenant shall take good care of the same and Tenant is and shall be responsible and liable for any injury or damage done to the leased premises, or the building in which the same are located, by the Tenant, his employees, or any occupancy of other persons whom Tenant permits to be in or about the leased premises, reasonable wear and tear excepted.

Tenant shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of the Landlord. Tenant shall on the termination of this Lease surrender to Landlord the quiet and peaceable possession of the premises in like good order as at the commencement of the term, reasonable wear and tear excepted, and shall not remove any item which has been affixed to the premises, so as to damage or injure the premises and shall be liable for any and all damages caused by Tenant or any of Tenant's guests or family or any person on the premises who is affiliated with Tenant. Landlord shall make all repairs and do whatever is necessary to put and keep the premises in a habitable condition.

FIRE, CASUALTY OR CONDEMNATION: In the event the leased premises are totally destroyed by fire, rain, wind or other cause not caused by the Tenant, or to an extent that the enjoyment of the dwelling unit is substantially impaired, then the tenant may exercise his or her rights under Alabama law regarding vacating the premises and notifying the landlord. Otherwise, the Landlord shall have the option in either of these events to terminate the Lease and the same shall cease and terminate as of the date of such destruction. Whether the Lease is terminated because of the Tenant's rights or terminated by the Landlord due to the inaction by the Tenant, the rental shall then be accounted for between the Landlord and Tenant up to the time of such damage, taking or destruction of said premises, the Tenant paying up to said date and the Landlord refunding the rents collected beyond said date.

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If the leased premises are damaged by fire, rain or wind beyond the control of Tenant, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event the Lease shall remain in full force and effect, and the Landlord shall within a reasonable time restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, or by condemnation, then, when possession shall be taken thereunder of said premises, or any part thereof, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the Lease.

ABANDONMENT AND PERSONAL PROPERTY: Tenant shall give notice to Landlord of any extended absence in excess of 14 days, no later than the fifth day of the absence. In the event that Tenant is absent from the premises for a period greater than 14 days, Landlord may enter the premises at reasonable times for inspection or maintenance purposes.

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The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent shall be construed as abandonment of the dwelling unit. In the event it is evident that Tenant has abandoned or vacated the premises, Landlord is entitled to re-lease the premises to another tenant for a fair rental and will make efforts to do so, but such effort will not take precedence over Landlord's entitlement to lease other empty units first. Tenant will remain liable for all rent incurred from the date of Tenant's abandonment until the unit is re-leased or the termination of the original lease term, whichever comes first.

If Tenant leaves any personal property in the unit for more than 14 days after the termination of this Lease for any

reason whatsoever, Landlord has no duty to store or protect said personal property and is entitled to dispose of said personal property without obligation.

All personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant hereto, shall be at the risk of the Tenant, or the parties owning same. It is strongly recommended that Tenant contact Tenant's insurance agent to secure renter's insurance covering a minimum of contents in Tenant's apartment, and possibly liability insurance coverage.

DISCLOSURE OF OCCUPANTS: Tenant hereby agrees that the premises are to be occupied only by those persons specifically identified within this Lease or the lease application. If any other person resides with the Tenant or within the premises for more than ten (10) days in any thirty (30) day period, without prior written authorization from the Landlord, the Landlord has the right to declare the lease in default. Failure of Tenant to comply with this provision is considered a material noncompliance with this lease and Landlord may deliver written notice to terminate the lease according to paragraph 9, as contained herein.

initials **ABANDONED AND INOPERABLE VEHICLES:** Tenant understands and agrees that there are limitations on the availability of parking spaces for all tenants' use. The number of cars permitted is limited to the number of legal licensed drivers residing in the apartment, provided said vehicles are first registered with management. Landlord's permission for the Tenant to park vehicles listed on the rental application, owned and under the control of the Tenant on the premises extends only for so long as the Tenant is a lawful tenant on the leased premises. This permission extends only to those vehicles, which have both current license plates and are in operating condition. No vehicle, which is inoperable or is being stored whether temporarily or permanently may be kept on the premises. Once the tenancy of the Tenant is terminated or otherwise extinguished, the Landlord expressly terminates any permission for any vehicle belonging to or under the control of the Tenant to remain on the property. Should a vehicle remain on the property subsequent to the term of this lease or beyond termination of the lease, the Landlord shall have the right to have the vehicle removed pursuant to the Alabama Abandoned Motor Vehicles Act. Any vehicle which is left on the property subsequent to termination or expiration of the lease agreement shall be agreed to be "abandoned". In the event the Tenant parks or allows to be parked, any vehicle which appears in the sole opinion of the Landlord as being "inoperable," the Landlord shall have the option to notify the tenant that the vehicle appears to be "inoperable," such notice shall be sent by certified and first class mail and shall be effective upon mailing. The Tenant will have seven (7) days to remove the vehicle from the premises. In the event of the failure of the Tenant to remove the vehicle, Landlord may tow the vehicle at the owner's expense, and, at Landlord's option, such failure to remove the vehicle shall constitute a material noncompliance of this Lease, and the Landlord may exercise its rights under paragraph 9 as contained herein.

HOLDOVER CLAUSE: If Tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this Lease without consent of Landlord, said holdover shall be considered willful and not in good faith, and Landlord may be entitled to recover an amount equal to three (3) months periodic rent or actual damages, whichever is greater, and any other charges allowed by Alabama law. If Tenant or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this Lease, Landlord shall be entitled, at Landlord's option, to treat such holding over as a renewal by Tenant of the Lease on a month-to-month basis, upon the same terms and conditions, except that the monthly rental shall be at the election of the Landlord the same rental price per month as set forth in this Lease agreement, or in the event the Landlord has notified the Tenant in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth in said notice, and in the event Landlord elects to treat such holding over as a renewal of this Lease each and all of the other terms of this Lease shall be and remain in full force and effect for the renewal terms.

initials **NON-REFUNDABLE ADMINISTRATION FEE:** Tenant hereby tenders a non-refundable Administration Fee to Landlord in the sum of _____ to be paid on the date of execution of this Lease. This Administration Fee cannot be used to defray the Lessee's obligation for damages and costs Landlord incurs for any damages to the leased premises.

ENTIRE AGREEMENT: This Lease, and any applicable Rules referenced herein, along with all Addenda, if any, attached hereto, set forth all covenants, promises, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no other covenants, promises, conditions, and understandings, either oral or

written, between Landlord and Tenant and no modification, limitation, or extension of this Lease shall be valid unless executed in writing and signed by all parties hereto.

SEVERABILITY: The provisions of this Lease are completely severable and if one provision or more shall be found to be unconscionable or unenforceable for any reason whatsoever, such finding shall not be effective to void any other provision, all of which shall remain in full force and effect to the extent allowed under applicable law.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AS OF THE EFFECTIVE DATE FIRST SET FORTH ABOVE:

X_____ Landlord (Seal)
Sherry Waldron, as Agent for Landlord - Grandview Pointe, LLC

X_____ Tenant (Seal)

Printed name:_____

X_____ Tenant (Seal)

Printed name:_____