

Sample Lease

RESIDENTIAL LEASE

STATE OF ALABAMA)
COUNTY OF MOBILE)

THIS LEASE, made this _____ day of _____, 20_____, between _____ hereinafter called Lessor, by _____ as Agent of the Lessor, and _____ hereinafter called the Lessee.

WITNESSETH: That the Lessor does hereby lease and rent unto the Lessee, the following described real property in Mobile County, Alabama: _____ for use by the Lessee as a single family residence for _____ adults and _____ children and for no other object or purpose, for and during the term of _____ beginning on the _____ day of _____, 20_____, and ending on the _____ day of _____, 20_____.

The Lessee agrees to pay Lessor or said Agent, at the office of said Agent, the sum of \$ _____ as rental, payable as follows: By _____ payments of \$ _____ each due and payable, respectively, on the _____ day of _____, 20_____, and on the _____ day of each month thereafter.

Sample Lease

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

LATE CHARGE

The Lessee agrees that in the event any installment due under this agreement remains unpaid for five (5) days after it becomes due and payable, a late charge of _____ shall be added to the amount due hereunder, but shall in no way affect any of the other provisions of this lease with reference to the rights of the Lessor for breach.

DAMAGE DEPOSIT

Lessor or Agent acknowledges receipt of the sum of \$ _____ which represents a damage deposit to be returned to Lessee upon termination of this lease and return of the premises to Lessor, provided the premises are in the same condition as at the origination of this lease, subject only to normal wear and tear, and provided all the terms of this lease are complied with. Such deposit is in addition to the entire rental due hereunder, and does not constitute the rental installment due for the final or any other month.

POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "rent", and all other sums due hereunder, and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises. Lessor shall not be liable, however, for the failure or inability of the Lessee to obtain possession of said premises provided that Lessor shall exercise due diligence and effort to place the Lessee in possession.

DEFAULT

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at Lessor's option, to re-enter said premises and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall such re-entry or the receipt of rent after conditions broken be deemed a waiver of forfeiture. In order to entitle Lessor to re-enter it shall not be necessary to give notice of rent due and unpaid, or of other conditions broken, nor to make demand for rent, the execution of this lease being sufficient notice of rents due and a demand for same:

- (a) In the event Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.

- (b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises, or upon the interest of the Lessee in this lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Lessee.
- (f) In the event of the appointment of a receiver of Lessee's property.
- (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified.
- (h) In the event that Lessee shall cause or allow a mechanics' or materialmen's lien to accrue against the premises.
- (i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

ACCELERATION

Upon default, breach of condition, or upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth above, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor.

ORDINANCES/ NUISANCES

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the leased premises and the streets and highways bounding the same are concerned, and the Lessee will not by any act or omission, render the Lessor liable for any violation thereof.

MAINTENANCE AND REPAIR

Lessee shall not conduct or permit any illegal activity on the premises or any activity which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

Lessor shall maintain and keep in good repair the heating, air conditioning, plumbing and electrical systems; any appliances or equipment that are a part of the leased premises; and the roof and structural portions of the buildings located thereon. However, Lessee shall be responsible for any damage caused by the abuse or neglect of Lessee or his invitees. Lessor reserves the right after reasonable notice and at any time to enter upon the premises himself, his agent, workmen, contractor and architect to make such repairs and to do such work on or about the premises as the Lessor may deem necessary. Such repairs shall be made at Lessee's own risk as to his personal property located on the premises as to protection from theft or damages or other hazards directly or indirectly connected with such repair work. Such right of entry includes but is not limited to the right to spray for insects or carry out other extermination efforts. However, pest control shall be the sole responsibility of the Lessee.

LESSEE'S DUTIES

Lessee's duties shall include but not be limited to the following: Lessee will replace all plate and other glass, if and when broken; will replace all keys lost or broken; will pay all bills for water, power and gas used on said premises; will keep the interior of said premises in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. By way of example and not by limitation, Lessee shall make all minor repairs such as replacement of washers in faucets and replacement of light bulbs in all fixtures. Lessee agrees to purchase and install at Lessee's expense filters for heating and air conditioning systems at least once every three months during the term hereof. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after ten (10) days written notice, and the Lessee will pay the Lessor the cost thereof, together with interest thereon at the highest legal rate, upon demand, and any sums thus due from Lessee to Lessor by virtue thereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the premises including any parking and yard areas in a clean and neat condition keeping grass and shrubbery cut and trimmed, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers, providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises. Automobiles shall be kept in normal parking areas only, such as driveways and carports, and all other vehicles including but not limited to boats and trailers, may be placed on the property only with Lessor's consent. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said premises at all times.

LESSOR RELEASED

Lessor shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective condition of the heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, nor shall Lessor be liable for any damage on account of any defect in said building, or in said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

INSURANCE OF CONTENTS

Lessee shall have the sole responsibility of procuring insurance of contents and personal property, and for the expense thereof.

SALE OR CONDEMNATION

In the event the property hereby leased should be sold during the term of this lease, and the purchaser should require possession hereof, Lessee agrees to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding such possession. In the event the improvements on the premises are condemned by any Public Authority, except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided; or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty days of the date of the receipt of the order of condemnation from Public Authority, and the Lessee shall then have thirty days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the premises, or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either Lessor or Lessee, as herein provided, during the actual period of such repairs, it is agreed that there shall be an equitable apportionment of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided shall be exercisable in the manner stated, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty days after receipt of same.

EMINENT DOMAIN	<p>If the whole of the demised premises shall be taken by Federal, State, County, City, public or other authority for public use or under any statute, or by right of eminent domain, upon such taking of possession, the term hereby granted and all rights of the Lessee hereunder shall immediately terminate, and the Lessee shall not be entitled to any part of the award that may be made for such taking, nor to any damage therefor except that the rent shall be prorated as of the date of such termination of the lease. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect as to the property remaining, and provided such property remaining is capable of continued enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.</p>
ATTORNEY'S FEE	<p>In the event that the Lessor incurs any cost or employs an attorney for the collection of any amount due hereunder or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee or legal process being issued against the furniture and effects of the Lessee, located upon the leased premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee or other cost, which fee or cost shall be a part of the debt evidenced and secured by this lease.</p>
FIRE, WIND AND OTHER CASUALTY	<p>If the building leased herein is destroyed by fire, wind or other casualty, without fault of Lessee, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.</p> <p>If the rented premises, or the building of which it is or may be a part shall be damaged by fire, wind or other casualty, without fault of the Lessee, then, and in that event, the Lessor shall have the option to decide whether Lessor shall or shall not repair and restore said building or rented premises to their original shape, and if Lessor decides to repair and restore the building or the rented premises to their original shape, then from the time such damages occur until the repairs are completed, an equitable abatement of the rent must be allowed. It is understood, however, that if the damage is such as not to render the rented premises untenable for the purpose for which same are rented, then, there shall be no abatement of the rent while the repairs are being made.</p>
IMPROVEMENTS	<p>Any and all improvements erected, made or placed upon the premises hereby leased shall at and on the completion or installation of same, become the property of the Lessor, whether or not permanently attached.</p> <p>However, Lessee shall make no alterations in and to said premises and will not paint any part thereof without written consent of the Lessor.</p>
NOTICES	<p>Except under those circumstances where it is requisite that notice be given to the Lessee at the demised premises, any notice, demand, communication, or election to exercise any option hereunder whether intended for the Lessor or the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified Mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may designate in writing.</p>
SIGNS, ETC.	<p>The Lessee shall not display or erect, or cause to be painted on or affixed to the demised premises (improvements and grounds), any lettering, signs, advertisements, awnings or other projections thereon, without the written consent of the Lessor.</p>
SURRENDER	<p>At the expiration of the tenancy herein created, Lessee shall surrender the leased premises in the same condition of cleanliness, repair and sightliness as the leased premises were in upon the commencement of this lease unless meanwhile repaired in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for payment of rent. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.</p>
EASEMENTS	<p>No representation on the part of the Lessor, or Lessor's agent, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the property or improvements, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.</p>
LESSOR'S RIGHTS CUMULATIVE	<p>The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.</p>
SEVERABILITY	<p>If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.</p>
HOLDING OVER	<p>Should the Lessee continue to occupy the premises after the expiration of said term or after a forfeiture incurred, then, the Lessee shall continue as a tenant under the terms of this lease on a month to month basis, PROVIDED, HOWEVER, that the Lessor reserves the right to adjust the monthly rental payable after said term and provided further that the Lessor may terminate the lease upon the giving of ten (10) days written notice and without further notice to recover possession of said property.</p>
CONDITION	<p>Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither Lessor nor his agent have made any representation or promises with respect to said building or the demised premises except as herein set forth.</p>
INSPECTION	<p>Lessor, or his agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last six months of this lease to display "For Rent" signs on said premises.</p>
SAFETY	<p>If any Public Authority requires structural or other repairs or changes to the premises herein demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces); all or any of which are required by virtue of the Lessee's use of the property, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes, additions, etc., at the Lessee's expense and such sums so expended together with interest thereon at the highest legal rate, shall be payable on demand and be secured as additional rent hereunder.</p>

Lessee shall be responsible for the proper care, use and maintenance of any smoke detector installed on the premises.

ADJOINING
PROPERTY

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution, shutting off of light, view or air by any structure which may exist or be erected adjacent to said building shall in no way affect this lease, or impose any liability on Lessor.

SUCCESSORS IN
INTEREST

Every provision hereof applicable to the Lessor and every provision herein applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of the lease, or subleasing of the premises except on the conditions here imposed.

MORTGAGE

This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building, and all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage or not, the Lessee's absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Lessee shall pay all rents and perform all duties required of Lessee hereunder.

"LESSEE" DEFINED

The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall, at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships, and corporations or any combination thereof.

RIDERS

All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

CAPTIONS

The captions preceding the paragraphs of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

ASSIGNMENT/
SUB-LEASING

Each and every transfer or assignment of this lease or any interest herein by the Lessee, shall be null and void, unless the written consent of the Lessor be first obtained, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of this lease, with all of the rights applicable thereto for any other default hereunder.

WAIVER OF
EXEMPTIONS

In order to further secure the prompt payments of said rents, and when the same mature, and the faithful performance by the Lessee of all of the terms, conditions and covenants on the part of the Lessee herein, and all damages and costs that Lessor may sustain by reason of the violation of any of said terms, conditions and covenants on the part of the Lessee herein, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and laws of the State of Alabama or any other state.

CAUTION: IT IS IMPORTANT THAT YOU READ THE FOLLOWING CAREFULLY

THE LESSEE WILL INDEMNIFY AND SAVE HARMLESS THE LESSOR, AND LESSOR'S AGENT, FROM ALL FINES, SUITS, CLAIMS, DEMANDS, AND ACTIONS OF ANY KIND OR NATURE, BY REASON OF ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY CONDITION HEREOF ON THE PART OF THE LESSEE. THE LESSEE WILL INDEMNIFY, PROTECT AND SAVE HARMLESS THE LESSOR AND LESSOR'S AGENT, FROM THE LOSS, COST, DAMAGE, OR EXPENSE CAUSED BY INJURIES TO PERSONS OR PROPERTY, WHILE IN, ON OR ABOUT SAID PREMISES HEREIN LEASED; AND ANY AND ALL PROPERTY OF SAID LESSEE WHICH MAY BE LOCATED OR STORED ON THE DEMISED PREMISES SHALL BE AT THE SOLE RISK OF SAID LESSEE.

INDEMNITY AND
HOLD HARMLESS
AGREEMENT

LESSEE'S INITIALS

LESSEE'S INITIALS

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents by affixing hereunto their respective hands and seals on the day and date first above set forth.

Witness Lessor (SEAL)

Witness Lessor (SEAL)

Sample Lease

Witness Lessee (SEAL)

Witness Lessee (SEAL)

Federal law prohibits discrimination in the sale or lease of real property on the basis of race, color, sex, religion, or national origin.



EQUAL HOUSING
OPPORTUNITY

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of Realtors, Inc.

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