

## ALABAMA RESIDENTIAL LEASE AGREEMENT

State of ALABAMA

County of \_\_\_\_\_

**PARTIES.** This Residential Lease Agreement (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between:

**Landlord Name:** \_\_\_\_\_ (“Landlord”)

Landlord Address: \_\_\_\_\_, AND

**Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Tenant”).

The Landlord and Tenant are collectively referred to in this Agreement as the “Parties”.

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the day of \_\_\_\_\_, \_\_\_\_\_ hereinafter known as the “Lease Term.”

### 2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- \_\_\_\_\_ (“Occupant(s)”).

- There are no Occupant(s).

### 3. PROPERTY.

The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

Mailing Address: [PROPERTY MAILING ADDRESS]

Residence Type:  Apartment  House  Condo  Other: [OTHER]

Bedroom(s): [# OF BEDROOMS]

Bathroom(s): [# OF BATHROOMS]

The aforementioned property shall be leased wholly by the Tenant (“Premises”).

#### 4. SECURITY DEPOSIT.

The Tenant shall handover to the landlord the amount of \$\_\_\_\_\_ as Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

**Deductions.** Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:

- a. Unpaid rent;
- b. Late fees;
- c. Unpaid utilities
- d. Cost of repairs beyond ordinary wear and tear;
- e. Cleaning fee in the amount of \$ \_\_\_\_\_;
- f. Early Termination Fee
- g. Brokerage fees
- h. Others: \_\_\_\_\_.

**Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

**Tenant's Forwarding Address:** Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:

#### 5. RENT.

Tenant agrees to pay Landlord a rent of \$\_\_\_\_\_ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$\_\_\_\_\_. The rent is payable to: \_\_\_\_\_ or as Tenant may be advised from time to time in writing. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement. Tenant further agrees to pay a late fee of \$\_\_\_ per day if rent is paid after the \_\_\_ day of the month, and an additional fee of \$\_\_\_ after the day of the month. Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$\_\_\_\_\_per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

#### 6. RENT PRE-PAYMENT.

The Tenant shall: (check one)

- Pre-Pay Rent in the amount of \$[PRE-PAY RENT AMOUNT] for the term starting on [START DATE] and ending on [END DATE]. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

- Not be required to Pre-Pay Rent.

**7. PURPOSE.**

The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.
- A residential dwelling and: [OTHER USES FOR THE PREMISES]

**8. FURNISHINGS.**

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]
- Not furnished.

**9. UTILITIES.**

Tenant agrees to pay for utilities and services except \_\_\_\_\_ which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

**10. PARKING.**

The Landlord:

- Shall provide \_\_\_ parking space(s) to the Tenant(s) for a fee of \$\_\_\_ to be paid
  - at the execution of this Lease
  - on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_.
- Shall not provide parking.

**11. PETS.**

Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (a) a non-refundable fee of \$\_\_\_\_\_ and (b) a refundable deposit for the pet(s) in the total amount of \$\_\_\_\_\_, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

**12. SMOKING POLICY.**

Smoking on the Premises is: (check one)

- Permitted ONLY in the following areas: [ENTER SMOKING AREAS]
- Prohibited on the Premises and Common Areas.

### **13. WATERBEDS.**

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.
- Shall not have the right to use a waterbed on the Premises.

### **14. MAINTENANCE, REPAIR, & ALTERATIONS.**

The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's associations, where applicable.

Dispose of any and all waste properly.

Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.

Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.

Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like  
Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

### **15. ABANDONMENT.**

In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

### **16. RIGHT OF ENTRY.**

The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**17. NOISE/WASTE.**

TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**18. COMPLIANCE WITH LAW.**

This Agreement is to be governed under the laws located in the State of Alabama.

**19. RETALIATION.**

The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

**20. ENTIRE AGREEMENT**

This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

**Landlord's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_



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