



## RESIDENTIAL RENTAL AGREEMENT

State of Alabama  
County of Jefferson

This Rental Agreement made at Birmingham, ALABAMA, on [Click here to enter text.](#), by and between [Click here to enter text.](#) (hereinafter called "TENANT"), and [Click here to enter text.](#) (hereinafter called "LANDLORD"), and by Rudolph Real Estate, Inc. as Agent for the Landlord shall provide as follows:

1. This Rental Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006.
2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the County of **COUNTY**, State of Alabama, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: [Click here to enter text.](#)
3. **TERMS:** This Rental Agreement shall commence on [Click here to enter text.](#) and end on **END DATE**. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, clean and free of damage and in a similar condition to that at the commencement of the Lease, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, carpets professionally cleaned and all keys returned to the Agent.
4. **AS IS:** Tenant has inspected the premises and states that they are in good order and repair and Tenant takes premises "As Is"
5. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint

Disclosure Addendum attached (only applies to most rental properties built before 1978.)

6. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application as an inducement for entering into this Agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

7. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of **\$AMT** to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this Rental Agreement.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's non-compliance with this Lease and the Alabama Uniform Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within sixty (60) days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. This obligation is met when the Landlord mails the portion of the deposit owed and/or the written notice within sixty (60) days by first class mail or better. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

8. **RENT:** Tenant agrees to pay Landlord a rent of **\$AMT**, payable in advance, on or before the first (1st) day of every month during said term for a total rent of **\$TOTAL AMT**. The rent is payable to: RUDULPH REAL ESTATE, INC.

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or as Tenant may be advised from time to time in writing. In the case of multiple Tenants in a single unit, ONE check or money order shall be submitted for the total amount of the monthly rent. Rent is always paid to Rudolph Real Estate, Inc., unless given written authorization to pay another entity. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement. Tenants who agree to auto-drafted rent in order to occupy the premises, and cancel the auto-draft without approval from Rudolph Real Estate, Inc. will be charge \$500 penalty per month until the issue is resolved. The tenant will also be charged a returned check fee and late payment fee.

Tenant further agrees to pay a late fee of \$25.00 if rent is paid after the 1st day of the month, and an additional fee of \$10.00 per day after the 2nd day of the month in certified funds. 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 **\$AMT** per day (based on 30 days per month) 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 (1st) day of the final month of the Rental Agreement upon termination.

9. **OCCUPANTS:** Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this Rental Agreement, the designated occupants are: **TENANTS.**

In no event shall more **AMT (#) persons** be allowed to occupy said premises. HUD regulations state that a tenant's guest becomes an unauthorized household member if the person has been in the unit more than 15 consecutive days without Rudolph Real Estate, Inc.'s approval, or a total of thirty days in a 12 month period. If any of the Tenants are unrelated parties, it is understood by the Tenants that occupation of subject property by two or more unrelated people may be a violation of the city or county zoning code. In the event that the city

or county orders Landlord to cease and desist renting to unrelated parties, Landlord has the option to cancel this Agreement with forty (40) days' notice.

10. **RETURNED CHECKS:** Tenant agrees to pay \$35.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not good before the sixth (6th) day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check or money order if any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this Rental Agreement void and immediately terminated

11. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than twenty-one (21) days.

12. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: **None** 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; if the property is subject to the rules of a Homeowners Association it is agreed those rules are incorporated herein. In the event the Tenant disconnects utility services from their name prior to the lease end date, the tenant shall pay a \$500.00 fine to Rudolph Real Estate, Inc.

13. **TENANT OBLIGATIONS:** Tenant agrees to comply with the provisions of §35-9A-301, Code of Alabama 1975, and to keep the dwelling unit and all parts of the premises that

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he Leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants; the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the Lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises; if the property is subject to the rules of a Homeowners Association it is agreed that those rules are incorporated herein.

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material non-compliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to submit to Agent within ten (10) days of taking possession a list of all deficiencies existing on the property so that Tenant will not be charged with repairing same at the end of the Lease. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to: replace all broken glass, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant must replace filters every month and must not use "three month filters". If it is determined at inspection that the Tenant has not been changing filters, they will be fined an additional \$500.00 on top of the cost to clean the system. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition.

#### **14. MAINTENANCE OF PREMISES:**

Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

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**15. ESSENTIAL SERVICES AND**

**APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord: **APPLIANCES.**

The following appliances are not included in the rent, but the use of them may be allowed for the Tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If garbage disposal malfunctions, Landlord reserves the right to repair or have disposal removed and replaced with a regular drain: **Disposal**

**16. INSURANCE:** Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to obtain and maintain a mandatory "Renter's Insurance" policy and to provide Landlord with a copy of policy prior to picking up keys on move-in date. In the event the Tenant fails to provide owner with a copy of valid "Renter's Insurance" policy as agreed, Owner may obtain insurance on the Tenant's behalf at the Tenant's expense. Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of Leased premises and at the time of each Lease renewal period. **See Required Insurance Addendum to Lease Agreement**

**17. WITHHOLDING RENT:** Under no circumstances may any rent be withheld, in full or in part, regardless of any expenses incurred by Tenant. Rent must be paid to Landlord's agent only. Rental payment to any other party is

a violation of this Lease Agreement and cause for immediate eviction.

**18. LOCKOUTS:** Should Tenant lock himself out of his dwelling and be unable to gain access through his own resources, he may call a professional locksmith to let him in and will be responsible for damages, if any. Tenant shall be responsible for the cost of the locksmith and will also provide Landlord with new keys if locks are changed. If Landlord is called upon to let Tenant in, there will be a 100.00 charge.

**19. PESTS:** Tenant will be responsible for quarterly pest control. If it is determined that Tenant failed to conduct quarterly pest control, agent will order a 1 x pest control following the move-out inspection and deducted from the security deposit.

**20. RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant in case of emergency.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least two (2) days' notice of the Landlord's intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the residence of the Tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of the Landlord's right of access to the premises.

The Landlord has no other right of access except: pursuant to court order, as permitted by the Alabama Uniform Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment

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proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

**21. MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the Jefferson County/Shelby County area, and shall receive permanent change of station orders out of the Jefferson County/Shelby County area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control or acceptance of government quarters, is not a permanent change of station and is not justification for Lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

**22. DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) Immediately vacate the premises and notify the Landlord in writing within fourteen days thereafter of Tenant's intention to terminate the Rental Agreement, in which case the Rental Agreement terminates as of the date of vacating; or

(b) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated,

the Landlord shall return security deposit to the Tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

If the fire or other damage was caused by the mistake or negligence of the Tenant, Tenant will pay to Landlord an amount of money equal to the deductible on Landlord's insurance policy.

**23. CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

**24. ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the Rental Agreement, it terminates

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as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as surrender, the Rental Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

**25. NON-COMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:**

If there is a non-compliance by the Tenant with the Rental Agreement other than non-payment of rent or a non-compliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied within fourteen (14) days.

The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within fourteen (14) days, but is commenced within the fourteen (14)-day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five (5) days from the date due, the Landlord may terminate the Rental Agreement provided the Landlord has given the Tenant written notice of non-payment and Landlord's intention to terminate the Rental Agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any non-compliance by the Tenant with the Rental Agreement or Paragraph 12 above.

If there is non-compliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord Tenant Act.

If there is non-compliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the Rental Agreement. If the Rental Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the Rental Agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

Except as prohibited by applicable law, a Landlord may recover actual damages and obtain injunctive relief for non-compliance by the Tenant with Rental Agreement or the obligations of the Tenant under §35-9A-301 Code of Alabama.

**26. REMEDY AFTER TERMINATION:** If the Rental Agreement is terminated, the Landlord has a right to possession, for rent, and

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a separate claim for actual damages for breach of the Rental Agreement and court costs.

27. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the Rental Agreement was made or at any place held out by Landlord as the place of receipt of the communication.

## 28. **PROHIBITIVE**

**EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord. If Tenant chooses to install a wall mounted television at the property, they will be charged to patch and paint the wall. If Tenant chooses to place a satellite dish, they will be charged \$1000.00.

29. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

30. **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 agrees to the following:

(a) To keep no more than **zero (0) pet** on or about the property.

(b) Pay a non-refundable fee of **\$0** and/or;

(b) Pay a refundable deposit for the pet in the total amount of **\$0**, for the term of this Agreement. It is the tenant's responsibility to go through the provided AppFolio online portal to make payments on the first business day of the month.

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. **Tenant understands if a pet resides at the premises without prior consent of Landlord, a \$1000.00 Unauthorized Pet Fee per pet will be applied to the Tenant's account.**

31. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon non-payment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

32. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

33. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

34. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or

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permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

**35. RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this Lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered at least fifteen (15) days prior to the effective date of alteration.

**36. RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.

**37. JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

**38. LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Rudolph Real Estate, Inc.  
3 Office Park Circle - Suite #107  
Birmingham, AL 35223

Phone: 205 - 879- 4691  
Fax: 205 - 871-1988

**39. CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

**40. FACSIMILE AND OTHER**

**ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**41. MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

**42. ENTIRE AGREEMENT:** This Lease contains the entire Agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written Agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this Lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

**43. NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or Agreements or inducements by either Broker or their agents which are not

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expressly stipulated herein. If not contained herein, such statements, representations, promises, or Agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this Agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this Agreement freely and voluntarily without reliance upon any statements

or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this Agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this Agreement and have had the opportunity to do so.

44. **ADDITIONAL TERMS: N/A**

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral Agreements and can be amended only through a written Agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

\_\_\_\_\_

Landlord

\_\_\_\_\_

Tenant

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Landlord

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Tenant

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Landlord

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Tenant

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Landlord's Agent

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This contract is not legally binding until all parties have signed

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**AMENDMENT TO LEASE**

Click here to enter text., Tenants, Click here to enter text., Landlord, and Rudulph Real Estate, Inc., Agent, under the terms of that Lease between the parties pertaining to Click here to enter text., dated Click here to enter text., a copy of which is attached, amend said Lease to include the following:

Said property of Click here to enter text., is part of the **HOA**. A copy of said Home Owners Association covenants, conditions, restrictions, rules and regulations is attached hereto or will be e-mailed to the Tenant.

The Landlord, homeowner, is responsible for any and all Homeowner Association dues and maintenance fees of the Home Owners Association.

The Tenant agree to follow said Home Owners Association covenants, conditions, restrictions, rules and regulations in addition to said Residential Lease Agreement.

The Tenant may not contact the Home Owners Association for keys, cards, and/or passes associated with entry or exit to the neighborhood, and/or in association with any common areas provided by the Home Owners Association. Tenants are to contact **leasing@RudolphRents.com** for any of the previously stated items (keys, cards, fobs, and/or passes associated with entry or exit to the neighborhood and facilities in the neighborhood). The Tenant are responsible for lost or stolen keys, cards and/or passes associated therewith.

This Amendment is subject to change and is not all inclusive.

Dated this day, Click here to enter text..

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Agent – Rudulph Real Estate, Inc.

\_\_\_\_\_  
Tenant

## LEASE ADDENDUM ON MOLD

The undersigned, [Click here to enter text.](#), Tenant, agrees that this Addendum is incorporated into and made part of the Lease Agreement dated [Click here to enter text.](#), for the property located at [Click here to enter text.](#). In order to minimize the occurrence and growth of mold in the leased premises, Tenant hereby agrees to the following:

1. **Moisture Accumulation:** Tenant shall remove any visible moisture accumulation in or on the leased premises - including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom(s) when necessary; keep climate and moisture in leased premises at reasonable levels.
2. **Leaks:** Inspect for leaks in your home on a regular basis, looking for discoloration or wet spots.
3. **Notification of Management:** Tenant shall promptly notify Rudolph Real Estate, Inc. in writing of the presence of the following:
  - i. Water leak, excessive moisture, or standing water inside the leased premises.
  - ii. Water leak, excessive moisture or standing water in any community common area.
  - iii. Mold growth in or on the leased premises that persists after Tenant has tried several times to remove with household cleaning solutions such as Lysol or Pine Sol disinfectants, Tile-X Mildew Remover, or Clorox.
  - iv. A malfunction in any part of the heating, air conditioning, or ventilation system in the leased premises.

Tenant hereby agrees to clean, repair, and maintain Tenant's home or to promptly notify Landlord or Management of conditions in need of repair or maintenance anywhere in the leased premises. Inaction by the Tenant resulting in mold growth, Tenant's failure to notify Landlord of conditions resulting in mold growth or Landlord's lack of knowledge concerning mold growth or mold presence anywhere in the home or building is a violation of the lease.

Violation of this Addendum shall be deemed a material violation under the terms of the Lease Agreement and shall constitute a default to the Lease Agreement.

In case conflict between the provisions of this Addendum and any provisions of the Lease Agreement, the provisions of this Addendum shall govern.

Tenant understands Addendum and acknowledges that the consideration for this Addendum shall be the same consideration as stated in the Lease Agreement.

Should any term or provision of this Addendum is ruled invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Addendum will remain in full force and effect. Tenant has read and understands and agrees to be bound by this Addendum.

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Tenant

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Tenant

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Tenant

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Tenant

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Landlord

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Rudolph Real Estate, Inc. - Agent

## **MAINTENANCE OF YOUR PROPERTY**

If you have any maintenance issues please contact our maintenance team at **(205) 879-4691**.

### **WHAT CONSTITUTES AS AN EMERGENCY**

- Flooding
- Full Power Outage
- Tree on Residence or on Car
- Heater Broken if Temperature is Below 50 Degrees
- Roof Leak
- Fire
- Home Invasion (Please have Police Report Number before calling)
- Air Conditioner Broken if Temperature is Above 92 Degrees
- Rodents in Living Area
- Gas Leak

### **HOW TO AVOID CLOGGED DRAINS**

- Avoid pouring grease, coffee grounds, or hot wax down the drains.
- Run cold water while using the garbage disposal.
- Pour a kettle of boiling water down the drain once a week to dissolve grease collected in the pipes.
- DO NOT USE CHEMICAL DRAIN CLEANERS!
- Never flush paper towels down the toilet.
- Never flush baby wipes or diapers down the toilet.

### **GARBAGE DISPOSALS**

If your property comes with a functioning garbage disposal in the sink, and it stops working, please call our office. It will be solely up to the Owner of the property as to whether or not the disposal will be repaired, replaced or capped off.

### **FLUORESCENT LIGHTS**

If the property contains any fluorescent light fixtures, it is your responsibility to replace the bulbs. If a bulb starts to “flicker” it is an indication that the bulb is about to go out and must be replaced immediately. If the bulb goes out, it may damage the ballast or the entire fixture which is expensive to replace. If you are unable to replace the bulbs, please contact the office and we will have it done for you at YOUR expense. If you let the bulb burn out and the ballast is damaged or needs replacing, YOU will be held responsible for the cost of replacement.

\*Please check breaker before calling in. If we send an electrician out to flip your breaker you will be charged.

### **AC/HEATING UNIT & FILTERS**

\*\* If AC/heating unit has to be repaired because of neglect to change air filters then Tenant is liable for repairs. Tenant must replace filters every month and must not use “three month filters”. If it is determined at inspection that the Tenant has not been changing filters, they will be fined an additional \$500.00 on top of the cost to clean the system.

\*\*\*Police report for home invasion must be turned in to the office within seven (7) days’ time.

Please note, if you lock yourself out of your house we will not come to let you back in. You will have to contact a locksmith to let you back into the property.

If you call in a maintenance request and the contractor determines that there is no issue or the issue was caused by the tenant, tenant will be responsible for paying the service call fee, i.e., flip breaker, stopped garbage disposal, pilot light, or an air conditioning filter not changed.

I acknowledge that I have received the Property Maintenance Worksheet and fully understand all of the terms and conditions listed.

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TENANT

Click here to enter text.

ADDRESS OF PROPERTY

Click here to enter text.

DATE

## AMENDMENT TO LEASE

Click here to enter text., Tenants, Click here to enter text., Landlord, and Rudulph Real Estate, Inc., Agent, under the terms of that Lease between the parties pertaining to Click here to enter text., dated Click here to enter text. a copy of which is attached, amend said Lease to include the following:

Said property of Click here to enter text., is considered by the Landlords to be “NO SMOKING INSIDE THE PROPERTY.” After Tenants have moved out, and there is found to be “smoke” damage to the walls, ceiling, and/or flooring due to anyone smoking inside the property, the Tenants may be held liable for said damages such as repainting, carpet cleaning, or any other repairs necessary to restore said property. Dated this day, Click here to enter text..

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Tenant

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Tenant

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Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

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Rudulph Real Estate, Inc. - Agent

**AMENDMENT TO LEASE**  
***(Pets)***

Click here to enter text., Tenant, Click here to enter text., Landlord, and Rudulph Real Estate, Inc., Agent under the terms of that Lease between the parties pertaining to Click here to enter text., dated Click here to enter text., a copy of which is attached, in consideration of the promises contained herein and of other good and valuable consideration of the receipt and sufficiency of which is hereby mutually acknowledged, amend said Lease as follows:

Tenant is permitted to keep **AMT (#) pet(s)** on the property.

Agent acknowledges receipt of a pet fee of **\$200.00 (per pet)** from Tenant which is **not refundable** and which will not be used to offset the costs of any damages for which the Tenant may become liable.

Agent acknowledges receipt of a pet deposit of **\$AMT** from Tenant which is refundable and can be used to offset the costs of any damages for which the Tenant may become liable. This amount is to be paid in increments of **\$AMT** per month beginning **DATE**, until the amount is paid in full. It is the tenant's responsibility to go through the provided AppFolio online portal to make payments on the first business day of the month.

Tenant is responsible for the repair or replacement of any materials or fixtures of the property that may be damaged by the Service Animal to include, but not limited to, doors, windows, screens, carpeting, carpet pad, flooring, paint, grass, bushes, trees, any insect infestation, etc. Tenant's liability is unlimited and specifically is not limited to the amount of the Security Deposit or Pet Fee.

Done this, Click here to enter text..

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Tenant

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Landlord

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Rudulph Real Estate, Inc. - Agent

**AMENDMENT TO LEASE**  
***T.V. Mounting***

Click here to enter text., Tenant, Click here to enter text., Landlord, and Rudulph Real Estate, Inc., Agent under the terms of that Lease between the parties pertaining to Click here to enter text., dated Click here to enter text., a copy of which is attached, in consideration of the promises contained herein and of other good and valuable consideration of the receipt and sufficiency of which is hereby mutually acknowledged, amend said Lease as follows:

If Tenant chooses to install a wall mounted television at the property, they will be charged to patch and paint the wall.

Done this, Click here to enter text..

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Tenant

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Landlord

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Rudulph Real Estate, Inc. - Agent

**REQUIRED INSURANCE ADDENDUM**

**TENANT NAME:** [Click here to enter text.](#)

**TENANT ADDRESS:** [Click here to enter text.](#)

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

\$100,000 Limit of Liability for Lessee’s legal liability for damage to Landlord’s property for no less than the following cause of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage. (Required Insurance). **Such insurance will need to name Rudulph Real Estate as an additional interest.**

Lessee is responsible for liability/fire insurance on premises. Tenant agrees to obtain and maintain a mandatory “Renters Insurance” policy and to provide Agent with a copy of policy upon lease execution. In the event Tenant fails to provide Agent with a copy of a valid Renter’s Insurance policy as agreed, Agent may issue a “Notice of Lease Violation” to the Tenant to correct the violation within five (5) days. If the Tenant fails to correct the violation, Tenant will be responsible to pay a **Lease Violation Penalty Fee of no less than \$125 per month payable as added monthly rent until said violation is corrected. This fee will be used to maintain a rental insurance policy for the property until a new policy can be obtained. Any overages will be used for processing and administrative fees.**

**If the monthly fee of \$125 is not paid, it will be taken out of monthly rental monies and your rent will be considered late. We will report to the credit bureaus as such.**

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee’s choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required regarding this Insurance Addendum.

Dated this, [Click here to enter text.](#)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

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Rudulph Real Estate, Inc. - Agent

**SMOKE DETECTOR LEASE ADDENDUM**

IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE STATE, THIS ADDENDUM IS PREPARED TO GIVE YOU, THE TENANT, INSTRUCTIONS AS TO THE CARE OF A SMOKE DETECTOR AND ADDITIONAL SAFETY INFORMATION. YOU ARE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE DETECTOR IN YOUR UNIT AND FOR REPLACING BATTERIES AND MAINTAINING POWER TO THE DETECTOR. YOU ARE ALSO RESPONSIBLE FOR ANY DAMAGE DONE TO THE DETECTOR. IF THE DETECTOR IS DEFECTIVE, YOU SHOULD NOTIFY THE AGENT OF SUCH DEFECT IN WRITING.

**BATTERY OPERATED DETECTOR**

IF YOUR SMOKE DETECTOR IS BATTERY OPERATED, please follow the instructions below:

- 1) The alarm horn and the indicator light on your detector lets you know whether your detector is working correctly.
- 2) When the indicator light, which you can see through the clear push button of the test switch, flashes once in a minute, the detector is operating normally. Some models have a white push button and do not flash.
- 3) When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.
- 4) If the alarm horn beeps once a minute, the detector’s battery is weak and needs to be replaced immediately.

To keep your detector in good working order, you must:

- 1) Test the detector regularly (weekly is recommended) by pressing the test switch for up to 10 seconds until the alarm sounds.
- 2) Replace the battery once a year or immediately when the Low Battery “beep” signal sounds once per minute.
- 3) Vacuum the dust off the detector sensing chamber at least once a year. This can be done when you open the detector to replace the battery. Remove the battery before cleaning. Use a soft brush attachment and carefully remove any dust on the detector components, especially on the openings of the sensing chamber. Replace the battery after cleaning.
- 4) Clean the detector’s cover when it becomes dirty. First open the cover and remove the battery. Then hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water and dry it with a lint-free cloth. Be careful not to get any water on the detector components. Replace battery and close the cover.
- 5) Test the detector after closing the cover whenever you have opened it to replace the battery or clean it.

NOTE: If the detector does not work properly, make sure the battery is fresh and is connected correctly and that the sensing chambers are clear.

**IF THERE IS STILL A PROBLEM, NOTIFY YOUR AGENT IN WRITING IMMEDIATELY.**

**ELECTRIC DETECTOR**

IF YOUR SMOKE DETECTOR IS POWER OPERATED, please follow the instructions below:

- 1) The alarm horn and the indicator light on your detector lets you know whether your detector is working correctly.
- 2) When the indicator light, which you can see through the clear push button of the test switch, glows continuously, the detector is receiving power and operating normally.
- 3) When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone.

To keep your detector in good working order, you must:

Test the detector regularly (weekly is recommended) by pressing the test switch for up to 10 seconds until the alarm sounds.

**DISCONNECT THE POWER BEFORE FOLLOWING THE CLEANING INSTRUCTIONS BELOW:**

- 1) Vacuum the dust off the openings in the detector cover with a soft brush attachment at least once a year.
- 2) Clean the detector’s cover when it becomes dirty. Hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water and dry it with a lint-free cloth. Be careful not to get any water inside the cover on the detector components.
- 3) Test the detector after restoring power whenever you have turned off the power to clean it.

NOTE: If the detector does not work properly, make sure the power is on and that the openings to the sensing chambers are clear.

**IF THERE IS STILL A PROBLEM, NOTIFY YOUR AGENT IN WRITING IMMEDIATELY.**

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TENANT

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TENANT

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LANDLORD

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RUDULPH REAL ESTATE, INC., AGENT