

SHERRILL REALTY COMPANY, INC.

2115 15th Street
Tuscaloosa, AL 35401

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

LEASE AGREEMENT

(Attach Application as Part of this Agreement)

This Lease Agreement is made this date, February 07, 2024, by and between Sherrill Realty Company, Inc. - Agents LESSOR/LESSORS and:

VOID VOID
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(LESSEE/LESSEES/you) for the following premises in Tuscaloosa County:

VOID
Tuscaloosa, AL 35401

1. This Lease Agreement is subject to the **ALABAMA UNIFORM RESIDENTIAL LESSOR AND LESSEES ACT OF 2006, AS AMENDED (“ACT”)**. It is the intention of this Agreement to conform with the Act and for the LESSOR relationship between LESSOR and LESSEES created herein to be governed thereby.

This LEASE AGREEMENT is for a term beginning on VOID, 2024, at 3:00 P.M. and ending on VOID, 2025, at 10:00 A.M. The LESSEE shall not have any option to renew or continue the term of this Lease Agreement beyond the term of this Lease Agreement. However, if the LESSEES wish to lease the premises for an additional term or terms, then the LESSEE must renew this Lease Agreement, one hundred eighty (180) days prior to the expiration of THIS LEASE AGREEMENT unless otherwise notified in writing of a certain cutoff date for renewing. The LESSOR shall be under no obligation to renew or extend THIS LEASE.

LESSEES agree to pay a monthly rent of \$ 0.00 for Leased Premises. The rent is to be paid in advance on the first day of each month in which it is due, without deduction or demand, at our office or at such a place designated by us. **THE RENT SHOULD BE PAID IN THE FORM OF ONE (1) CHECK FOR THE ENTIRE AMOUNT OF RENT DUE ON THE FIRST DAY OF EACH MONTH IN WHICH IT IS DUE. SEPARATE/PARTIAL PAYMENTS WILL NOT BE ACCEPTED.** Rent due for the entire term of Lease Agreement is:

*****VOIDED LEASE COPY***** dollars (\$ 0.00).

In the event your rent is not received in our office by the 5th day of each month due, you are to pay a late payment charge of \$25.00 in additional to the rent. Any month’s rent which does not reach our office by the 11th day of the month due will have an additional late charge of \$ 0.00 [ten (10%) percent of the monthly rent rate]. If your check is returned to us unpaid by the bank, for any reason, you agree to pay a return check charge of \$35.00 to partially cover the administrative and handling expenses plus the above late charges. THE RETURN CHECK AMOUNT, THE NSF FEE AND THE LATE CHARGES ARE TO BE PAID IN CERTIFIED FUNDS ONLY. NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED FOR RETURNED CHECKS. THE ABOVE CHARGES ARE IMMEDIATELY DUE UPON NOTIFICATION. LESSOR cannot accept payment for a returned check until notification from our banking service has been received. Late payment charges will be applied as outlined in this Lease Agreement.

2. **MONEY DUE AT SIGNING:** No keys will be issued for the above-mentioned premises until all money due is paid in full by all parties. (Renewing tenants will not owe any additional Security Deposit unless otherwise noted in paragraph titled “Special Provisions”.)

SECURITY DEPOSIT/EARNEST MONEY: *****VOIDED LEASE COPY***** dollars (\$ 0.00).

PRORATED RENT: *****VOIDED LEASE COPY***** dollars (\$ 0.00).

3. **LESSEE’S RESPONSIBILITY:** This is a joint Lease Agreement. Each of the LESSEES is separately liable for the entire rent and any obligations, rules and regulations set forth by this Lease Agreement. It is the responsibility of the LESSEES to assure that all of their roommates sign this Lease Agreement. Rent is to be paid in one form of payment for the full amount due each month. Payment may be made by personal check, money order or cashier’s check. **CASH WILL NOT BE ACCEPTED.** LESSOR reserves the right to change what forms of payment will be accepted. Should additional payment options become available in the future, LESSOR will notify LESSEES at such time. If any payment is returned unpaid, LESSOR may require LESSEES to make future payment by certified funds. Any and all guarantors to this Lease Agreement guaranty the payment of the LESSEES’ obligations entailed herein.

4. APPLICATION: We tender this Lease Agreement to you on the basis of the representations contained in the application which is made a part of this Lease Agreement and in the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to terminate and cancel this Lease Agreement and to repossess the Leased Premises. NO ORAL STATEMENTS MADE BY OUR EMPLOYEES OR AGENTS SHALL BE BINDING UPON US UNLESS CONSENTED TO BY US IN WRITING. ALL SUCH AGREEMENTS SHOULD BE DETAILED UNDER "SPECIAL PROVISIONS".

5. OTHER: This Lease Agreement, whether or not recorded, shall be junior and subordinated to any mortgage hereafter placed by the LESSOR on the entire property of which the Leased Premises form apart. Our failure to take advantage of any default on your part shall never be considered as a waiver thereof. Should any clerical error occur in filling out this Lease Agreement, the parties shall cooperate in amending the Lease Agreement to correct the clerical error and the parties shall be bound by the corrected version of the Lease Agreement.

6. PROPERTY TAX & UTILITIES: A portion of your rent is based upon the ad valorem tax rates, rental taxes and public utilities service rates existing at the time of the execution of this Lease Agreement and being paid by the LESSOR. In the event of any increase or increases in the existing rates during the term of this Lease Agreement, the LESSOR may assess a pro rata share of such increases. Your share shall be the total increase. You agree to pay your share as it is stated above in monthly installments as additional rent. This adjustment will take effect with the first monthly rental payment due after the increased tax assessment or other levy takes effect. LESSEE AGREES TO MAKE APPLICATION FOR, ARRANGE FOR CONNECTION/INITIATION AND PAY ALL CHARGES FOR ALL UTILITIES AND OTHER SERVICES THAT SERVE THE PREMISES FROM THE BEGINNING DATE TO THE EXPIRATION DATE OF THIS LEASE AGREEMENT. LESSEE shall keep all utilities turned on for the entire term of the Lease Agreement. Any payment for utilities, etc. assessed to Sherrill Realty Company, Inc. after the beginning date and prior to the expiration date will be billed to the LESSEES(s) and payment for same shall be promptly paid at our office as additional rent. LESSEES shall pay all hook-up, connection fees and disconnection fees. LESSEES shall provide proof of utility connection prior to lease starting date. Keys will not be issued until proof of utility connection is submitted to LESSOR. Any LESSEES installed heating and cooling devices are prohibited unless by special agreement.

7. POSSESSION: Every effort will be made to have your home ready for you at the time the Lease Agreement commences. In the unlikely event that possession is not timely delivered, rent shall be decreased on a daily basis until your home or unit is ready for move in. If we are unable to deliver your home or unit within five (5) days after the date stipulated in this Lease Agreement, then your deposit will be refunded in full upon request along with any prepaid rent and this Lease Agreement will become null and void. During the time in which we are making your unit ready for you, no personal belongings may be left on the property or in the residence. This means that LESSEES moving out cannot leave items in the unit for the next LESSEES moving into the unit. The only exception to this would be a washer and dryer. In this case, you must notify the LESSOR and make them aware of the fact you are leaving the washer and dryer, and you must tape a note to the washer and dryer stating that it is to be left for the next tenant. Any other items left in the unit after move-out, whether LESSOR is notified or not, WILL BE REMOVED from the property and disposed of. Sherrill Realty Company, Inc. is not to be held responsible or liable for any damage to or removal of items left in the unit between tenants.

8. ROOMMATE CHANGES: In the event that a new LESSEE is moving in with an existing tenant, LESSEE understands that they will be taking the unit in "As-Is" condition. This means the unit will not be cleaned, walls painted, or carpet cleaned/replaced prior to move in or during the lease term. Any time a lease is renewed and there is a change in the LESSEES residing in the property, LESSOR reserves the right to inspect the unit for damages and charge LESSEES for said damages. This inspection shall take place after the leaving LESSEES have vacated the unit and prior to the new LESSEES taking possession of the unit. In the event the new LESSEES would like to take possession of the unit significantly early, and all parties are in agreement, LESSOR can execute the necessary paperwork to allow this change. It is very important that LESSOR be able to fully inspect the unit for damages prior to new LESSEES moving in. If a new LESSEE moves into a property prior to LESSOR completing an inspection of the property, LESSEE understands they would be taking responsibility for any prior damage within the unit. LESSEES who are moving out must return all keys to LESSOR and must not issue keys to the new LESSEES themselves. New LESSEES must receive keys directly from LESSOR. New LESSEES will still receive a Damage Form to notate any pre-existing damage/repairs, as is explained in the Section titled "Damage Form".

9. DAMAGE FORM: The premises damage form, given to any one LESSEE named on the Lease Agreement during the check in progress, is for the listing of preexisting damages in the house or unit and it must be returned to our office within three (3) days from the date of the first check in. Otherwise, the LESSEE or LESSEES will be held responsible for any and all damages to the premises that were not listed on the damage form and if the damage form is not turned into our office in the time allotted above, then it will be assumed that there are no pre-existing damages and any damages to house or unit after check in will be considered the LESSEE(S) responsibility.

10. SECURITY DEPOSIT: The Premises Deposit paid by each LESSEE is solely a security deposit to be held by us as a guarantee for each LESSEE(S) full and faithful performance of all terms and conditions of this Lease Agreement. THE DEPOSIT IS NOT RENT AND SHALL NEVER BE USED AS A PAYMENT IN WHOLE OR IN PART OF ANY RENTAL PAYMENTS DUE UNDER THIS LEASE AGREEMENT. The security deposit will be returned to each LESSEE less any charges such as cleaning of the unit or house, stripping and waxing of the tile, carpet cleaning, damages, and any balance on your account within sixty (60) days after the termination of this Lease Agreement or within any other time limit provided in the Act. We reserve the right to re-key all locks to the Leased Premises at LESSEE(S) expense if all keys are not returned to us by 12:00 P.M. on the Lease Agreement ending date listed on the front of this Lease Agreement. LESSEES are responsible for ensuring the return of all keys to the Leasing Office upon move-out of the leased premises. Any keys that may be lost during transit will be marked unreturned, and the fees for re-keying locks will be applied. If LESSEE must mail keys, LESSOR recommends sending them in a padded envelope to ensure safe delivery. Envelopes which arrive torn and without keys will be marked unreturned.

11. CARE OF PREMISES/HABITABILITY: It is understood that the premises are to be returned to us in good condition subject only to normal wear and tear, clean and free of trash and debris, with all appliances and fixtures clean and suitable for use by a new LESSEE or

LESSEES. It is expressly understood that burns, stains, pet soil and/or any other extensive soiling of carpets, window coverings, etc. are not normal wear and tear. You agree to take good care of the leased premises and its fixtures, plumbing, and furnishings. Each LESSEE agrees to NOTIFY US IMMEDIATELY, when any kind of equipment, fixtures or portion of the premises is out of order or in need of repair. We will repair the premises in most cases and ensure that the premises are habitable, with reasonable promptness when caused by your fair wear and tear or by acts of nature. You agree to pay for repair of the premises, when caused by your misuse or that of your family, employees, or visitors. It is understood that LESSEE and/or LESSEE'S guests are not to make any repairs in the leased premises. Any repairs attempted by LESSEE(S) could result in a more extensive fee being charged to LESSEE. **YOU WILL BE CHARGED FOR ALL DRAINS THAT HAVE TO BE UNSTOPPED. DO NOT USE DRANO OR ANY OTHER LIQUID OR CRYSTAL DRAIN OPENER IN ANY DRAINS.** This will harden like cement and further expenses will be charged to you. Instead use a plunger or a plumber's friend. We reserve the right to make any repairs which we consider necessary, but nothing herein shall be construed as requiring us to make such repairs. You agree not to paint, wallpaper, remodel, or to make any structural changes nor shall you remove or attach any fixtures without specific permission. **NO LOCKS SHALL BE CHANGED OR REKEYED BY ANY LESSEE(S). NO LOCKS SHALL BE ADDED OR REMOVED WITHOUT PERMISSION. LESSEE SHALL NOT ADD OR CHANGE ANY KNOBS OR LOCKS ON BEDROOM DOORS.** No electric bulbs shall be removed from the premises by you when you move. While there, you will furnish all electric bulbs and batteries for smoke alarms. You shall be responsible for the upkeep and cleaning of any patios and/or area reserved for your private use, including storing all personal articles out of sight. **NO GRILLS OR FIRE PITS ARE ALLOWED ON THE PROPERTY!** You agree that motorcycles or motorbikes, bicycles, or other wheeled toys shall not be parked or stored on porches, balconies, steps, walks, or courtyards. We reserve the right to control the outside storage of all your private property in any way deemed necessary or desirable to improve the exterior appearance of the complex property. No upholstered furniture is to be left outside the unit at any time. At properties with private patios/balconies, only outdoor patio furniture is allowed. **NO ITEMS SHALL BE HUNG FROM THE EXTERIOR OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: HAMMOCKS, LIGHTS, OR BANNERS.** The LESSEES shall not suspend, beat, shake, or clean any article outside the building or out of the residence. After notice of improper care, we reserve the right to have the care completed at your expense. The LESSOR may void this Lease Agreement in the event any governmental authority requires any repairs or improvements other than those set forth in this Lease Agreement. You are responsible for the cost of replacing ALL GLASS, regardless of how broken, window screens missing or broken, and any doors that are busted, etc. You are responsible for the changing of air conditioning and heating filters. Filters may be available at our office upon you bringing in the used filter, free of charge. If damage to the air conditioning/heating unit occurs as a result of your failure to change filters when needed, you will be charged for the repairs to the unit. You agree not to install any hook, plant hanger(s) or other apparatus in the ceilings. You agree NOT to use any type of Velcro or double-sided tape to hang anything on the walls or doors of your unit/house. These items will damage the walls and doors and you will be charged for replacement of doors and damage as a result of its use. No holes should be put in the doors of your unit/house. Small finishing nails may be used to hang pictures, etc. on the walls. You agree not to repair any holes in any walls or doors, no matter how large or small. Any repairs shall be completed by the LESSOR and the cost of the repair shall be billed to LESSEE.

Any damages caused by LESSEE(S) will be charged to the unit. A list of possible charges is available in the form of a Maintenance Addendum Charge List, which can be obtained from Sherrill Realty Company, Inc. Damages include, but are not limited to, what is listed on said price list. Prices are subject to change without notice. You may contact Sherrill Realty Company, Inc. at any time for an updated copy of said Maintenance Addendum.

YOU ARE RESPONSIBLE FOR KEEPING THE HEAT AT 55 DEGREES FAHRENHEIT OR WARMER IN THE LEASED PREMISES TO PREVENT PIPES FROM FREEZING. REPAIR OF FROZEN OR BURST PIPES WILL BE CHARGED TO THE LESSEES(S).

12. CARPET CLEANING: THERE WILL BE A CARPET CLEANING CHARGE DUE AT THE END OF THIS LEASE AGREEMENT OR AT THE TIME THE PREMISES IS VACATED. Do not have your carpets cleaned upon vacating the unit. We will choose the carpet cleaner and have this done. Carpet Cleaning will be deducted from your security deposit along with any other charges on this unit. If the deposit will not cover these charges you will be expected to pay the balance when billed.

13. ACCESS: Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, enter the premises in case of an emergency. At all other times, we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, with Resident's consent and/or with a two (2) day notice (unless notice is impracticable under the circumstances), enter the premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, government inspectors, insurance agents, mortgagees, LESSEES, workmen, or contractors. LESSEE(S) authorize entrance upon maintenance request. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease Agreement, and you will be liable for any damage caused thereby).

14. FIRE HAZARDS AND CONDEMNATION: You shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of natural disaster or fire not caused by your negligence, your agents, servants and/or guests, the rental shall be suspended until the same has been restored to habitable conditions. We are not obligated to rebuild or restore the premises. If the premises become uninhabitable by your negligence, your servants, and/or guests, the rental will not be suspended but will continue as if the premises were usable and any deductible on insurance will be charged back to you. Condemnation compensation proceeds belong to the LESSOR.

15. FIREPLACES/BASEMENTS/ATTICS/OUTDOOR BUILDINGS: A fire is not to be built in any fireplace on the premises. The fireplaces in any unit/home are not considered safe for use and have not been inspected for those purposes. Electric, kerosene gas and other limited or space heaters are not safe and should not be used on the premises. The wiring in the premises will not support the load required by most electric heaters. Any basements, attics, or outdoor buildings located on the premises are not to be used or accessed at any time by the LESSEES.

16. RULES AND REGULATIONS: You agree to comply with all rules and regulations, present and future, set forth by Sherrill Realty Company, Inc.

17. TRASH AND GARBAGE: All types of garbage are to be placed in designated areas, inside the carts or dumpsters, if provided. No garbage cans, garbage bags, refuse supplies or other articles will be left outside your unit/house in the halls, stair landings, parking areas, or breezeways. Any refuse found WILL BE REMOVED AT A CHARGE OF \$15.00 PER BAG billed to the LESSEE(S) as additional rent. Clean up of cigarette butts, beer bottles, cups, removal of larger items, etc. will be charged to the LESSEE(S) according to the time it takes to clean it up. You are responsible for keeping the area around your unit/house free of trash and debris.

18. DISTURBING NOISES: YOU AGREE NOT TO MAKE OR PERMIT TO BE MADE ANY DISTURBING NOISE. NOR SHALL YOU COMMIT OR PERMIT ANY ACT WHICH WILL UNREASONABLY INTERFERE WITH THE RIGHTS, COMFORT OR CONVENIENCE OF OTHER LESSEES. IT IS UNDERSTOOD THAT NOISE, WHICH CAN BE HEARD OUTSIDE THE LEASED PREMISES IS TOO LOUD AND IS DISTURBING AND WILL NOT BE PERMITTED.

19. SUBLETTING: NO SUBLETTING ALLOWED without written permission of LESSOR! In the case that LESSEES cannot keep the unit and need to find a replacement LESSEE(S), Sherrill Realty Company, Inc. will, for a fee of \$300.00, market said unit. This in no way releases the LESSEES from this Lease Agreement. LESSEES are still responsible for all rules and regulations set forth in said Lease Agreement until either a replacement LESSEE is found and all paperwork is finalized, or the Lease Agreement ends. Rent will still be due each month, as called for in said Lease Agreement.

20. USE AND OCCUPANCY AND REMOVAL FOR UNREASONABLE BEHAVIOR: LESSEES agree to use the premises for NO PURPOSE other than as a residence for themselves and no other purpose or person. No parking on the lawn. LESSEES shall not paint any part of the leased premises without written permission from LESSOR. LESSEES shall replace the air filters each month. LESSEES shall be responsible for keeping fire alarm batteries replaced and shall notify the LESSOR immediately if the fire alarms are not working. LESSEES shall comply with any and all Restrictive Covenants of the Neighborhood and Rules and Regulations governing the Neighborhood. Should the LESSOR be assessed any fees due to LESSEES breaching the covenants or rules and regulations, the LESSEE shall pay the LESSOR the amount of said fees within five (5) days of being provided written notice by the LESSOR and it shall be considered additional rent. The LESSOR must be notified of the identity of any person who may occupy the premises and any such tenant must be approved by the LESSOR before the person may occupy the premises as a LESSEE or LESSEES. LESSEES shall have the water account with the City and the Alabama Power account put in LESSEES' names on the commencement date. LESSEES agree to comply with ALL city ordinances and laws relating to the use and occupation of said property and agree that they shall neither commit nor perform any nuisance or other act or omission that would violate any city, county, state or federal law or the rights or privileges of adjoining land owners, LESSEE(S), or others. LESSEES agree to respect the residential nature of the neighborhood and to refrain from conducting or permitting music, loud noise, parties, boisterous conduct or other bothersome activities that would disturb the enjoyment and utilization of adjoining property. If the leased premise is used for any illegal or immoral purpose, such conduct or use is grounds for immediate termination of this Lease Agreement.

21. PETS: NO PETS ALLOWED!!! The LESSEE and the LESSEES' guests agree not to bring any pets such as: dogs, cats, rabbits, guinea pigs, hamsters, ferrets, birds, snakes, lizards, and all others on the premises. This also includes **NO PET SITTING**. In the event a pet is found on the premises (inside or out) for **ANY REASON**, LESSEE(S) agree to pay a non-refundable pet fee of \$1,000.00 for each pet found, which in NO WAY ALLOWS or gives LESSEE(S) permission to keep said pet on the premises. LESSEE(S) also agree to pay an increased rent amount of \$100.00 per month for any given part of the month in which the pet is on the premises. Again, **THIS IN NO WAY ALLOWS LESSEE TO KEEP ANY PETS ON THE PREMISES**. This applies to each and every pet that may be found on the property for each occurrence found. LESSEE(S) are required to pay any pet fees in certified funds only. The LESSEE(S) agree to pay for any damages arising from pet(s) being on said premises. LESSEES understand and agree that the \$1,000.00 fee will not be used to pay for any damages caused by the pet(s).

22. ABANDONMENT, FORFEITURE AND TERMINATION: LESSEES shall notify LESSOR of any anticipated extended absence from the premises in excess of fourteen (14) days no later than the fifth (5th) day of the extended absence. LESSOR agrees that any unexplained absence from the Leased Premises for fourteen (14) days or more without notice to LESSOR is abandonment, and LESSOR may, in its sole discretion, determine the Leased Premises to be abandoned, and LESSOR may proceed with actions allowed when a LESSEE abandons a Leased Premises. If LESSEE is deemed to have abandoned the Leased Premises and the Lease Agreement is terminated due to the abandonment, fourteen (14) days after the termination of the Lease Agreement due to the abandonment, the LESSOR has no duty to store or protect the LESSEE'S property in the Leased Premises and may dispose of it without obligation, and the parties agree that the LESSEE'S property is deemed abandoned. LESSEES agree that LESSOR shall have no liability for any actions taken to secure the Leased Premises, obtain possession of the Leased Premises, or store or dispose of any personal property or possessions found in the Leased Premises when the LESSOR deems the Leased Premises to have been abandoned, except as may otherwise be provided in the Act. Except as otherwise may be provided in the Act, re-entering and re-letting said property shall not relieve the LESSEE(S) of his or her obligation to pay any amounts due under this Lease Agreement. LESSOR will make reasonable efforts to rent the Leased Premises at a fair rental after LESSEE(S) abandon the Leased Premises. However, LESSOR is not required to rent the abandoned Leased Premises before LESSOR rents other vacant units. If the electric power service is turned off and remains off for seven (7) consecutive days, the LESSOR shall be deemed to have abandoned the Leased Premises and LESSOR shall be entitled to re-enter and re-take possession of the Leased Premises immediately on the eighth (8th) day after the power is off and without the necessity of giving additional notice or filing an Unlawful Detainer or Eviction lawsuit.

If the LESSEE(S) right to possession is terminated and LESSOR re-lets the Leased Premises on account of LESSEE(S), LESSOR shall not be required to accept any LESSEE offered by LESSEES, unless the proposed LESSEE meets the application standards of LESSOR.

23. RECOVERY: Recovery of the premises by us will not relieve you of any obligations of this Lease Agreement.

24. AUTOMOBILES AND PARKING: It is expressly understood and agreed that the parking area on the premise is for private passenger vehicles only. For complexes that require parking decals, it is your responsibility to obtain and have the parking decal properly displayed on your vehicle. Decal parking lots are for LESSEE(S) parking only. Each unit will be assigned one (1) guest pass to be kept in the unit and put on the visiting vehicle immediately upon that vehicle parking in the lot. IT IS YOUR RESPONSIBILITY TO MAKE SURE DECALS AND GUEST PASSES ARE VISIBLE AND PROPERLY PLACED ON THE VEHICLE AT ALL TIMES WHILE PARKED ON THE PREMISES. Any vehicle without a LESSEE or guest-parking pass will be towed at the owner's expense. **NO EXCEPTIONS!** Decals/Visitor Passes in no way guarantee a parking space. Parking spaces are on a first come, first serve basis. All decals and guest passes are numbered and registered to the unit they are issued to. LESSEE decals are registered to a specific person and vehicle and cannot be transferred to another vehicle without completing the proper paperwork at our office. Misuse of or failure to abide by parking rules will result in visitor passes being revoked. Upon the expiration of your Lease Agreement, the guest pass is to be returned to our office along with all keys to the unit. If the pass is not returned with your keys you will be charged Twenty-Five Dollars (\$25.00) for the guest pass. You shall have no right to store any boats, trailers, trucks, campers, or other vehicles on the premises. All vehicles parked on the premise must have a valid tag and be operable. Any such object so parked or stored may be removed at your expense. You hereby waive any claims against us for such removal or disposal. Mechanic, body, or any other work to any motor vehicle is strictly prohibited on site. Unless special permission is granted by LESSOR, **AUTOMOBILES, MOTORCYCLES, OR MOTORBIKES SHALL NOT BE PARKED ON THE GRASS OR LAWN/YARD AT ANYTIME FOR ANY REASON.** We reserve the right to fine the LESSEE(S) and/or tow any vehicle in violation at the owner's expense. (\$75.00 minimum fee per vehicle). **SALE OF PARKING IS STRICTLY PROHIBITED.**

25. MOVING: The moving of furniture is permitted to and from the Leased Premises between the hours of 8:00 A.M. and 8:00 P.M. only. You or the moving company must remove any packing cases, barrels, or boxes, which are used in moving. You authorize us to notify any or all moving companies to keep their trucks and/or employees off the premises if your rent is not paid in full as agreed.

26. NOTICES: All notices in connection with this Lease Agreement must be given in writing and notices not given in writing will be considered null and void and without effect. Any notice from LESSOR to LESSEE(S) may be delivered to the LESSEE(S) in person or by leaving it at the Leased Premises or by ordinary or registered mail and any notice so delivered will be considered the same as if delivered to the LESSEE(S) in person. Researching of accounts will be at a charge of not less than \$75.00 per hour or you may get a print out of your account for a charge of \$2.00 per page.

27. VENUE: Venue of any and all lawsuits filed on this Lease Agreement shall be in Tuscaloosa County, Alabama.

28. PEST CONTROL: You agree to give us the right to perform pest control for roaches on all multi-family properties. Treatment of American roaches, mice, spiders and bedbugs are the responsibility of the LESSEES. Pest control is your responsibility on single-family detached houses unless otherwise noted in paragraph titled "Special Provisions". You agree that prior notice of pest control services is impractical and you agree to allow access to your premises during reasonable hours. LESSEES are responsible for the cost of any treatment plan necessary to eliminate pests beyond preventative pest control measures.

29. ADDENDUM: There are to be no changes made to this Lease Agreement unless otherwise noted in paragraph titled "Special Provisions" or as an ADDENDUM that is to be made a part of this Lease Agreement in writing by an authorized person of this company.

30. DEFAULT AND REMEDIES: Should the LESSEE(S) violate any of the covenants, terms and conditions of this Lease Agreement, (other than a breach that materially affects health and safety or the requirement to pay rent as provided in the Lease Agreement), or should there be any misstatement or untruth in the application made by the LESSOR, the LESSOR shall have the option to deliver written notice to LESSEE(S) specifying the acts or omissions constituting the breach of the Lease Agreement and declaring that the Lease Agreement will terminate upon a date not less than seven (7) business days. If the breach is not remedied within seven (7) business days the Lease Agreement will terminate on the date specified in the notice. It is further acknowledged and agreed by LESSEES that a breach of the Lease Agreement that is based upon an illegal or immoral act or incidences of disturbing neighbors on more than two (2) occasions within a six (6) month period due to excessive loud noise, cannot be cured or remedied by LESSEES, and thus, LESSEES cannot stop the termination of the Lease Agreement or eviction by remedying or curing the default. It is further acknowledged and agreed by LESSEES that some other breaches of the Lease Agreement by the very nature of the breach, cannot be cured or remedied by LESSEES, and thus, LESSEES cannot stop the termination of the Lease Agreement or eviction by remedying or curing the default.

If LESSEES breach of the Lease Agreement is due to a breach that materially affects health and safety that can be remedied by repair, replacement of a damaged item, or cleaning, and the LESSEES fail to comply as promptly as conditions require in case of emergency or within seven (7) days after written notice by the LESSOR specifying the breach and requesting that the LESSEE remedy it within that period of time, the LESSOR may enter the Leased Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the Lease Agreement has terminated, for immediate payment.

If LESSEES breach of the Lease Agreement is due to failure to pay rent when due, the LESSOR shall have the option to deliver written notice to LESSEE(S) specifying the rent that is past due and any other acts or omissions constituting the breach of the Lease Agreement and declaring that the Lease Agreement will terminate upon a date not less than seven (7) business days from the date of the notice, and if the LESSEE(S) fail to pay the rent within seven (7) business days after written notice to terminate the Lease Agreement for nonpayment is delivered, the LESSOR may terminate the Lease Agreement on the date specified in the notice. In the event that the Lease Agreement is terminated and LESSEES remain in possession of the Leased Premises, LESSOR may proceed with an action for eviction to recover possession of the Leased Premises, for rent and late charges and for any damage to the Leased Premises, and LESSEES agree to pay LESSOR'S reasonable attorney's fees and costs associated with such action as may be allowed under the Act due to LESSEE(S) breach of the Lease Agreement and the claims associated therewith. LESSEES are responsible for full payment of all rent for the entire term. It is expressly understood that this Lease

Agreement is for the entire term set forth above, and the fact that LESSEES should no longer be residents of the community in which the Leased Premises are located, should be transferred, should cease to be actively enrolled in a college in this community, or for any other reason be unable to continue to live in the unit, LESSEES' responsibility shall nonetheless continue for the full term hereof. Vacancy or abandonment by LESSEE or LESSEES will not relieve the LESSEES of responsibility to make rent payments in full. The LESSEES hereby waive any and all exemptions granted under the Laws and Constitutions of the State of Alabama and the United States of America. LESSOR and LESSEES agree that all disputes where the amount in controversy does not exceed ten thousand (\$10,000.00) dollars, shall be resolved in the courts of the County and State in which the Leased Premises are located, which courts shall be the exclusive venue for and have exclusive jurisdiction over any litigation related to this Lease Agreement. LESSOR and LESSEES hereby expressly consent to the jurisdiction and venue of said courts, and LESSOR and LESSEES expressly waive the right to trial by jury. For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this Lease Agreement, the Landlord/Tenant relationship created by this Lease Agreement, and any and all other disputes whatsoever between LESSOR and LESSEES, its agents, servants, employees, insurers, and assigns shall be resolved through a process of Binding Arbitration pursuant to the Commercial Rules of the American Arbitration Association. A copy of these rules and a further explanation of Arbitration and how it works is available at the American Arbitration Association's website at www.ADR.org.

If LESSEES breach of the Lease Agreement is due to an intentional misrepresentation of a material fact by LESSEES in the Lease Agreement or application, possession of illegal drugs, discharge of a firearm on the premises of the rental property (except in cases of self-defense or defense of a third-party), or criminal assault of a LESSEE(S) or guest on the premises of the rental property (except in cases of self-defense or defense of a third-party), the LESSOR may terminate the Lease Agreement seven (7) business days after LESSEE(S) receive written notice of such a default, and LESSEE(S) shall have no right to cure such a default without the LESSOR'S consent.

If LESSEES, or any other person residing in the Leased Premises is adjudicated and found guilty of a crime involving sexual misconduct of any kind, or is found to be a registered sex offender or person subject to registering as a sex offender as defined in § 13A-11-200, Code of Alabama (1975), this agreement shall be terminated immediately, and LESSEE(S) shall vacate the premises within seven (7) business days after Notice of Termination of the Lease Agreement. Further, LESSEES are prohibited from having guests on the premises that are registered sex offenders or subject to registering as a sex offender as defined in § 13A-11-200, Code of Alabama (1975), and such registered sex offenders are strictly prohibited from being on the premises for any purpose. **THE PARTIES AGREE THAT ANY RIGHT OF THE LESSEES TO CURE DUE TO A BREACH OF THE LEASE AGREEMENT SHALL BE LIMITED TO THE NUMBER OF CURES AND WITHIN THE TIMELIMITS ALLOWED BY THE ALABAMA UNIFORM RESIDENTIAL LANDLORD TENANT ACT AND ANY AMENDMENTS THERETO.**

31. PERSONAL PROPERTY: 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 thereto, shall be at risk of LESSEES, or the parties owning same, and the LESSOR and LESSOR'S Agents or employees shall in no event be liable for the loss of or damages to such property or for any act or negligence of any employee or of any tenants or servants of tenants or occupants or of any other person whomsoever in or about the building, except as may otherwise be provided in the Act. LESSEES agree to maintain LESSEES' own renter's fire, casualty and liability insurance on personal property, furniture, clothes and valuables in and surrounding the Leased Premises.

32. HOLDOVER CLAUSE: This Lease Agreement terminates at the expiration of its term as stated in Paragraph 1. Holdover LESSEES, without written permission, and whose holdover is willful and not in good faith, will be charged three (3) months' rent or the actual damages sustained by LESSOR, whichever is greater, and reasonable attorney's fees for dealing with the holdover, as allowed by the Act. If LESSEE or a SUB-LESSEE shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination of this Lease Agreement, LESSOR shall, at its option, have the right to treat such holding over as a renewal by LESSEES of the Lease Agreement for another term, upon the same terms and conditions, except that the monthly rental shall be at the election of the LESSOR the same rental price per month as set forth in this Lease Agreement, or in the event the LESSOR has notified the LESSEE(S) 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 LESSOR elects to treat such holding over as a renewal of this Lease Agreement, each and all of the other terms of this Lease Agreement shall be and remain in full force and effect for the renewal terms.

33. ATTORNEY'S FEES AND WAIVER OF PERSONAL PROPERTY EXEMPTION: The Act prohibits this Lease Agreement from providing that LESSEE(S) will automatically pay all LESSOR'S attorney's fees and cost of collection of the amounts LESSEES may owe LESSOR under the Lease Agreement. The Act does provide that under certain circumstances, the LESSOR may recover reasonable attorney's fees and/or expenses from LESSEES. To the extent allowed by the Act, LESSEES shall be held responsible for LESSOR'S reasonable attorney's fees and costs incurred as a result of LESSEES' breach of this Lease Agreement, for the enforcement or defense of any of the provisions of this Lease Agreement, or for the institution of any suit for the possession of Leased Premises or collection of monies owed by LESSEES.

LESSEES also agree, if this is a property which is managed or administered but not owned by Sherrill Realty Company, Inc., then by Sherrill Realty Company, Inc. may bring litigation and lawsuits in its own name for the enforcement of any provisions or terms of this Lease Agreement. LESSEES agree that for all money due to LESSOR for the late rent, late fees, damages to the Leased Premises, or otherwise, that LESSEES shall also be liable for interest on said past due money at a rate of EIGHTEEN (18%) percent per annum from the date the money is due or from the date any expense is incurred by LESSOR. Should a judgment by obtained against LESSEE(S), interest shall accrue at a rate of EIGHTEEN (18%) percent per annum from the date of the judgment.

In order to further secure the prompt payment of said rents, as and when the same mature, in the faithful performance of the LESSEES of all and each and every term, condition, and covenant on the part of the LESSEES herein contained, and all damages and costs that the LESSOR

may sustain by reason of the violation of said terms, conditions and covenants, and any of them, the LESSEES does hereby waive any and all rights to claim personal property as exempt from levy and sale.

34. CREDIT REPORT AUTHORIZATION: LESSEES authorize LESSOR or LESSOR'S agent and/or LESSOR'S attorney to obtain LESSEE'S credit report, which LESSOR may use to collect rent, late fees, or other charges from LESSEES and/or to collect or execute on judgments against LESSEES both during the term of the Lease Agreement and thereafter.

35. SEVERABILITY: If any provisions of this Lease Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease Agreement (or the remainder of such provision) and the application thereof shall not be affected thereby.

36. SECURITY: LESSEES acknowledge and understand LESSEES' responsibility for the security of LESSEE and LESSEES' guests or invitees while in or around the Leased Premises and the adjoining property and also for the LESSEE(S) personal and other Property located within or around the Leased Premises, or on the Leased Premises adjoining the Leased Premises owned by LESSOR (for example, vehicles in parking lot, bicycles on sidewalks, etc.) at any time during the Term. LESSOR does not promise, warrant, or guarantee the safety or security of LESSEE(S) or his/her property against the criminal actions of other residents or third parties. LESSEE(S) have the responsibility protect him/herself and arrange appropriate fire and theft insurance for their personal property.

No security system, courtesy patrol or electronic security device can guarantee complete protection against crime. LESSEES agree to make LESSEES' own determination as to, and acknowledge and understand their responsibility for the security of doors, locks, windows, window locks, and any other portions of the Leased Premises, as well as the activities of LESSEES in or around the Leased Premises. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, LESSEES should always proceed on the assumptions that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit. If security systems, security devices, or walk-through serviced are employed at the Leased Premises or surrounding property, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Any camera(s) used on site at any property are for the protection of LESSORS property and are not designed for security or for review by LESSEES. Therefore, LESSOR does not warrant that any security, security devices, or services employed in connection with the Leased Premises will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crimes. Further, LESSOR reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time, and LESSEES agree that such action shall not constitute a breach of any obligation or warranty on the part of the LESSOR.

If LESSEES utilize a security system in the Leased Premises, which shall only be installed upon receipt of written permission of LESSOR and only in the event LESSEES agree to indemnify and hold LESSOR harmless for any costs incurred in removing system and restoring the Leased Premises' condition at the termination of the Term of the Lease Agreement. LESSEES shall be responsible for any/all monitoring fees associated with a security system.

If controlled access gates or intrusion alarms are provided, LESSEES will be furnished upon request with written operation instructions. It is the LESSEES' responsibility to read this and to bring any questions to the attention of LESSOR. Further, LESSEES agree to promptly notify LESSOR in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. LESSEES agree to be responsible for all fees, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. In the event that LESSOR shall discover LESSEE(S) have intentionally disabled any lock, gate, alarm, smoke or fire alarm or detector, then in such event and at the sole and absolute discretion of the LESSOR, LESSOR may charge a fee to the LESSEES in an amount equal to \$250.00, which amount shall be additional rent.

37. MOISTURE AND MOLD: LESSEES agree to use their best efforts to prevent any conditions in the Leased Premises, such as excessive moisture, that could create an environment conducive to mold growth. In the event such conditions develop, LESSEES agree to remedy such conditions. LESSOR is not responsible for the consequences of any LESSEE(S) conduct that leads to or exacerbates mold growth. LESSEES agree that, in the event LESSOR provided notice to LESSEES of LESSOR'S intention to remediate mold in the Leased Premises, LESSEES will provide immediate access to the Leased Premises to permit LESSOR to remediate any problem. In the event LESSOR determines, in its sole discretion, that LESSEES should vacate the Leased Premises during remediation, LESSEES will relocate to another rental unit in the rental unit complex for the period of time necessary to complete remediation. In the event no other rental unit within the rental unit complex is available for such a relocation, as determined by the LESSOR in its sole discretion, LESSOR shall either (a) relocate LESSEES to another nearby rental complex owned or operated by LESSOR or its affiliate, or (b) terminate the Lease Agreement without penalty for such termination or financial obligation to LESSEES beyond the date of such termination. In the event LESSOR terminates the Lease Agreement under this paragraph, LESSEES shall be solely responsible for the cost of relocating and cleaning their possessions. LESSEES' failure to make a prompt written report of any potential mold problem or LESSEES' refusal to relocate in accordance with these provisions or any interference with LESSOR'S remediation efforts shall constitute a breach of the Lease Agreement and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate, or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold or other unreported conditions.

38. YARD CARE: LESSEES are responsible for yard care. This includes but is not limited to cutting the grass and maintaining the yard. Any activity that will or can result in yard property damage, such as pulling cars up on grass, will result in a charge to repair the damage. Any trash or items that are removed from the property will result in a charge as well.

39. MAINTENANCE REQUESTS: LESSEES may make maintenance requests by calling LESSOR'S office at (205) 752-0484. Maintenance requests are not to be made online or by email.

40. ROOMMATE INCOMPATIBILITY: The parties acknowledge and agree that the parties signing this Lease Agreement as LESSEES are leasing the entire Leased Premises and the obligations of the parties executing this Lease Agreement as LESSEES are joint and severable. Neither LESSOR nor its agent shall be liable for any personal conflict of LESSEE with CO-LESSEES, LESSEES' guests or invitees, or with any other LESSEES that reside in the Community. Therefore, a conflict between LESSEES does not constitute grounds for LESSEES to terminate this Lease Agreement.

41. BEDBUGS: As of the date of this Lease Agreement, the Leased Premises are free of all bedbugs to the best of LESSOR'S knowledge. LESSEES agree to routinely inspect for signs of pests, including after LESSEES have visited another home or a hotel, and shall not move any items into a unit that LESSEES know, believe or should know that contains bed bugs. If at any time during the Lease Agreement term or anytime thereafter that LESSEES occupy the rental unit the presence of bedbugs is discovered, LESSEES shall: (1) notify LESSOR in writing within twenty-four (24) hours after discovering the presence of bedbugs; and (2) employ a licensed exterminator within forty-eight (48) hours after discovering the presence of bedbugs to devise and implement a bedbug extermination plan. LESSEES shall be solely responsible for the cost of any bedbug extermination and LESSEES temporary moving and housing expenses and no rent abatement would be due, required or expected for the temporary evacuation as part of the extermination plan. If LESSOR pays any of the cost of bedbug extermination on behalf of LESSEES, such expense shall be chargeable to LESSEES as additional rent due on the first day of the month after LESSEES discover the presence of bedbugs. LESSEES shall fully cooperate with and facilitate any extermination plan, including but not limited to: evacuating the Leased Premises during and after treatment, fumigating LESSEES possessions and vehicle(s), placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis. In the event that LESSEES fail to comply with the extermination plan, such failure shall constitute LESSEES' failure to maintain the premises as required by Ala. Code § 35-9A-301.

THE LESSOR AND LESSEES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.

42. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS:

LEAD WARNING STATEMENT *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead Exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LESSORS must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. LESSEES must also receive a federally approved pamphlet on lead poisoning prevention.*

LESSOR'S DISCLOSURE:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below:)

(i) _____ Known lead-based paint and/or lead-based paint hazards in the housing (explain).

(ii) _____ LESSOR has no knowledge of lead-based paint and/or lead-based paint health hazards in the housing.

(b) Records and reports available to the LESSOR (check (i) or (ii) below):

(i) _____ LESSOR has provided the LESSEE with all available records and reports pertaining to lead-based and/or lead based paint hazards in the housing (list documents below).

(ii) _____ LESSOR has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in housing.

LESSEE'S ACKNOWLEDGEMENT: (Initial)

(c) _____ LESSEE has received copies of all information listed above.

(d) _____ LESSEE has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT: (Initial)

(e) _____ Agent has informed the LESSOR of the LESSOR'S obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

43. SPECIAL PROVISIONS: ALL FURNISHINGS FOR THE LEASED PREMISES ARE TO BE PROVIDED BY THE LESSEES EXCEPT FOR THE: STOVE, REFRIGERATOR, AND WINDOW COVERINGS.

44. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by written instruments executed by both parties.

This is a legally binding contract. You should read it and understand it before signing. Any alterations to this Lease Agreement, whether additions to or exclusions from, will be null and void and unacceptable by this company, unless made a part of this Lease Agreement in writing by addendum or "Special Provisions" by an authorized person of this company and initialized by same, said authorized additions or exclusions shall also be initialized by one or all LESSEES.

Executed in duplicate the day and year first written above.

ATTENTION LESSEES AND GUARANTORS: ALL LEASE AGREEMENTS ARE TO BE RETURNED TO OUR OFFICE WITHIN THREE (3) DAYS OR THE LEASED PREMISES WILL BE PLACED BACK ON OUR LISTING FOR RENT.

For convenience, the parties agree that the Lease Agreement may be faxed, scanned and/or e-signed and delivered electronically with the necessary signatures, which may be handwritten or electronic signatures, and that the Lease Agreement will be binding and in full force and effect even though there may be no one original document with original signatures of all parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures and seals, the day and year first above written.

WITNESSES:

LESSEES:

Witness for LESSEE 1

LESSEE 1 - VOID

Witness for LESSEE 2

LESSEE 2 - VOID

Witness for LESSEE 3

LESSEE 3 - VOID

Witness for LESSEE 4

LESSEE 4 - VOID

Witness for LESSEE 5

LESSEE 5 - VOID

Witness for LESSEE 6

LESSEE 6 - VOID

BY: SHERRILL REALTY COMPANY, INC., LESSOR'S AGENT

BY: _____ (L.S.)

LEASE SIGNATURE PAGE

DAMAGE FORM ISSUED TO: _____ DATE: _____

LEASE COPY ISSUED TO: _____ DATE: _____

HANDBOOK ISSUED TO: _____ DATE: _____

KEYS:

SEC DOOR MAILBOX REGULAR

_____ ISSUED TO: VOID _____ DATE: _____
VOID

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PARKING PASSES:

PARKING DECAL VISITORS PASS

_____ # _____ ISSUED TO: VOID _____ DATE: _____

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