



Residential Lease

BY THIS AGREEMENT made and entered into on the date written below between Southern Bay Realty, herein referred to as "Landlord," and the undersigned Tenant(s). Landlord leases to Tenant the premises identified below, together with all appurtenances, subject to the terms and conditions of this Residential Lease.

Agreement Date:

Tenant 1 Full Legal Name:

Tenant 2 Full Legal Name (if applicable):

Property Street Address:

City:

State:

ZIP:

LEASE TERM, COMMENCEMENT, AND RENT DEFINITIONS

A. Lease Term. The fixed Lease Term is twelve (12) months. The Lease Term begins on the Commencement Date stated below and ends on the Expiration Date stated below, unless sooner terminated in accordance with this Lease. If Tenant remains in possession of the Premises after the Expiration Date with Landlord's consent, the tenancy shall automatically continue on a month-to-month basis as provided in Section 27 of this Lease.

B. Commencement Date and Expiration Date. The "Commencement Date" is the date on which the twelve (12) month Lease Term begins. The "Expiration Date" is the final day of the twelve (12) month Lease Term.

Commencement Date (Start Date):

Expiration Date (End Date):

C. Full Monthly Rent. "Full Monthly Rent" means the rent due for each full calendar month during the Lease Term.

Full Monthly Rent (written amount):

Dollars

Full Monthly Rent (figures):

\$

per month

D. Proration Period and Prorated Rent. If occupancy begins on a date that creates a partial rental period, the parties may establish a separate "Proration Period." The "Prorated Rent" is the rent due only for that Proration Period and does not change the twelve (12) month Lease Term or the Full Monthly Rent unless expressly stated in writing.

PRORATION DETAILS

Proration Period Begins:

Proration Period Ends:

Proration Period Duration:

days

Prorated Rent for the Proration Period:

Amount in figures:

\$

Prorated Rent Due Date:

First Full Monthly Rental Period Begins:

First Full Monthly Rent Due Date:

If no Proration Period applies, write "N/A" in the Proration Details above.

1. Rent. Tenant agrees to pay, without demand, the Full Monthly Rent stated above in advance on or before the first day of each calendar month, and payment must be received no later than the 4th day of each month by 6:00 PM during the term. Tenant agrees that failure to pay rent pursuant to the terms of this Lease constitutes a violation of this rental agreement.

2. Form of Payment. Tenant may pay rent by one personal check, one cashier's check, or one money order delivered or mailed to Southern Bay Realty at 1010 Schillinger Rd S, Ste A, Mobile, AL 36695. Tenant may also pay electronically by ACH through Southern Bay Realty's resident portal. An electronic payment is not considered finally received until the funds have settled and are no longer pending, returned, reversed, or subject to chargeback.

3. Late Payments. For any rent payment not paid by the due date, Tenant shall pay a late fee in the amount of Seventy-Five Dollars (\$75.00), plus an additional Five Dollars (\$5.00) per day for each day the payment remains late. Late fees shall be charged as additional rent.

4. Returned Checks/Reversed ACH. If, for any reason, a check used by Tenant to pay Landlord is returned without having been paid or an ACH payment is reversed, Tenant will pay a charge of One Hundred Dollars (\$100.00) as additional rent and take whatever other consequences there might be in making a late payment. After the second time a Tenant's check is returned or ACH is reversed, Tenant must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this Lease, Tenant deposits with Southern Bay Realty the security deposit stated below as security for the faithful performance by Tenant of the terms of this Lease. The security deposit shall be administered and returned in accordance with applicable Alabama law. No part of the security deposit may be applied by Tenant as rent. Upon termination of the tenancy, amounts lawfully chargeable against the security deposit may include accrued rent and damages or other amounts permitted by law arising from Tenant noncompliance. Tenant shall provide Landlord in writing with a forwarding address. The security deposit may also be applied as permitted by law to amounts due because of a returned check or reversed ACH payment.

Security Deposit Amount:

Dollars

Security Deposit Amount (figures): \$

5A. Initial Payments; Effectiveness of Lease; Possession and Keys. This Lease is not effective for purposes of delivery of possession or keys, and Landlord has no obligation to deliver possession or keys, until all required initial payments have been paid in full, including the security deposit, first full month's rent, any required prorated rent, and any other specifically agreed initial charges. If any required payment is made electronically, the payment must have fully settled and no longer be pending, returned, reversed, or

subject to chargeback before it is treated as paid. If Tenant fails to timely complete all required initial payments, Landlord may treat the proposed tenancy as not having commenced and may decline to deliver possession. Any funds previously received may be applied only to amounts lawfully due, including documented actual damages, lawful charges, or processing/bank costs where permitted; any remaining funds shall be handled as required by applicable law. Nothing in this paragraph converts a security deposit into a nonrefundable fee or authorizes a forfeiture prohibited by law.

6. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Tenant exclusively as a private single-family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

Essential appliances present in the unit and provided by landlord are smooth top stove, microwave, and dishwasher.

8. Number of Occupants. Tenant agrees that the demised premises shall be occupied only by the Tenant(s) and other approved occupants identified below. Children not under the legal care of the Tenant shall not reside at the premises. For purposes of this rental agreement, the designated occupants are:

Occupant 1:

Occupant 2:

Additional approved occupants:

9. Condition of Premises. Tenant stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order.

10. Keys and Delivery of Possession. Tenant will be provided the number of keys stated below after all required initial monies have been paid in full and, for electronic payments, have fully settled. Keys will be released only on a regular business day during Southern Bay Realty's normal business hours at Southern Bay Realty's office, unless Landlord expressly agrees otherwise in writing. Electronic or remote execution of this Lease does not entitle Tenant to delivery of keys to the Premises or any other location. Execution or payment on a weekend or holiday does not entitle Tenant to weekend or holiday key delivery. If all issued keys are not returned following termination of the Lease, Tenant shall be charged One Hundred Fifty Dollars (\$150.00), subject to applicable law.

Number of Keys Issued:

11. Locks. Tenant agrees not to change locks on any door or mailbox without first obtaining Landlord's written permission. Having obtained written permission, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate key per lock.

12. Lockout. If Tenant becomes locked out Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Tenant has been given 0 garage openers. If not returned to landlord following termination of lease, Tenant shall be charged for replacement cost.

14. Assignment and Subletting. Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease. Tenant must have written permission from Landlord for guest to occupy the premises for more than 14 days.

15. Alterations and Improvements. Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Tenant's negligence or willful

act or that of his employee, family, agent, or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Tenant shall be responsible for arranging for and paying for all utility services and connection fees required on the premises.

19. Right of Inspection; Semiannual Inspections. Landlord and Landlord's agents may enter the Premises at reasonable times and in accordance with applicable Alabama notice requirements for inspections, repairs, maintenance, showings, and other lawful purposes. In addition to any other lawful entry, Landlord intends to conduct a routine property inspection approximately two (2) times during each twelve-month period. Landlord may enter without Tenant's consent where permitted by law, including in an emergency or abandonment. If an inspection identifies a condition that Tenant is obligated under this Lease or applicable law to maintain or correct—including deficient yard maintenance, excessive uncleanliness, sanitation issues, damage, or other Tenant-caused or Tenant-responsibility conditions—Landlord may provide notice and, if the condition is not timely corrected or if immediate professional remediation is reasonably necessary, engage an appropriately licensed or qualified professional vendor, as applicable, to correct the deficiency. Tenant shall be responsible for the reasonable cost of such work to the extent the condition is attributable to Tenant, Tenant's occupants, guests, pets, misuse, neglect, or a duty expressly assigned to Tenant by this Lease or by law. This provision does not shift to Tenant any repair or maintenance duty that applicable law requires Landlord to perform.

20. Maintenance and Repair.

(A) Tenant shall keep the Premises and appurtenances reasonably clean, sanitary, and in good condition; use all plumbing, electrical, HVAC, appliances, fixtures, and other facilities in a reasonable manner; and promptly report to Landlord any malfunction, leak, damage, unsafe condition, or other issue that may require repair or may cause additional damage if left unreported. Tenant shall not deduct repair costs from rent unless expressly authorized by applicable law.

(B) Tenant is responsible for routine repairs or service calls costing less than One Hundred Dollars (\$100.00) per occurrence when the work does not involve a repair or duty that applicable law requires Landlord to perform and does not require a licensed professional whose work is the Landlord's legal responsibility. Tenant is responsible, regardless of dollar amount, for repairs, damage, service calls, and losses caused by Tenant's misuse, negligence, carelessness, intentional acts, failure to report a known problem promptly, or the acts or omissions of Tenant's occupants, guests, invitees, or unauthorized animals.

(C) Additional Tenant maintenance obligations include keeping the yard mowed and reasonably maintained; keeping shrubs and landscaping reasonably maintained; replacing ordinary burned-out light bulbs and smoke-detector batteries where permitted; changing HVAC filters at appropriate intervals; keeping sinks, lavatories, and commodes free from clogs caused by Tenant use; checking for tripped breakers before requesting service; and promptly reporting water leaks, HVAC problems, electrical issues, plumbing issues, smoke-detector problems, or any occurrence that may cause damage to the Premises. Tenant is responsible for reasonable vendor charges resulting from a service request determined to involve no defect, operator error, or a condition caused by Tenant, to the extent permitted by law.

21. Painting. Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Tenant's negligence. Landlord's insurance does not cover Tenant's possessions or Tenant's negligence. Tenant shall obtain a Tenant's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence. _____

23. Pets and Animals. No pet or animal is permitted at the Premises unless specifically approved in writing below or in a separate written pet addendum, except for animals that must be accommodated as required by applicable law. An unauthorized pet or animal constitutes a Lease violation and may subject Tenant to lawful charges, damages, or other remedies permitted by this Lease and applicable law.

Pet Status (select one): ☐ NO PETS APPROVED ☐ PET(S) APPROVED

Approved Pet 1 - Type/Breed:

Approved Pet 1 - Name:

Approved Pet 2 - Type/Breed:

Approved Pet 2 - Name:

Pet Fee / Pet Rent / Deposit (if applicable):

24. Display of Signs. During the last 90 days of this lease, Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Landlord's existing rules and regulations, if any, shall be signed by Tenant's, attached to this agreement and incorporated into it. Landlord may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Tenant's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised

premises by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Tenant. Upon expiration of the fixed Lease Term, if Tenant remains in possession of the demised premises with the consent of Landlord, the tenancy shall automatically convert to a month-to-month tenancy. The month-to-month tenancy shall remain subject to all terms and conditions of this Lease, except as otherwise modified in writing by Landlord and Tenant, and may be terminated by either Landlord or Tenant by at least thirty (30) days' written notice in accordance with applicable Alabama law.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements accepted. Premises should be clean and lawn cut and maintained and ready for next occupants.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may start the eviction process by serving the premises with the 7 day eviction notice. Upon termination A separate claim for actual damages for breach of the rental agreement and court cost is a right of Landlord.

31. Abandonment. If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Tenant may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller/owner) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "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 paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Tenant Repair Responsibility and Duty to Report. Consistent with Section 20, Tenant is responsible for qualifying routine repairs or service calls costing less than One Hundred Dollars (\$100.00) per occurrence, except where applicable law places the repair duty on Landlord. Tenant is responsible for repair costs and damages caused by Tenant's negligence, misuse, intentional acts, failure to maintain the Premises as required, failure to promptly report a known or reasonably apparent problem, or the conduct of Tenant's occupants, guests, invitees, or unauthorized animals. Tenant shall promptly notify Landlord of any condition requiring repair or reasonably likely to cause property damage. Tenant may also be responsible for reasonable vendor charges for service calls determined to involve operator error, no actual defect, or a Tenant-caused condition, to the extent permitted by law.

37. Landlord is allowed to use the Tenant's Social Security numbers to conduct needed credit and background checks.

38. Tenant understands landlord is local and that Southern Bay Realty is an active Real Estate Broker in the state of Alabama and will be the point of contact. (251) 227-8377

39. Smoking. Smoking is PROHIBITED ON THE PREMISES.

40. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If rent is unpaid when due and the Tenant fails to pay rent within 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. Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any noncompliance by Tenant with the rental agreement.

41. Ordinances and Statutes: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to use of this premise.

42. Megans's Law: Landlord and Tenant agree that Tenant is not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry.

43. Attorney Fees: The Landlord, if the prevailing party, in any action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the

provisions hereof , shall be awarded all of the costs in connection herewith, including, but may not by the way of limitation, reasonable attorney fees, and court cost.

44. Additional Items

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Tenant Signature: _____ Date: _____ Phone: _____

Social Security Number: _____ DOB: _____ Driver License: _____

Tenant Signature: _____ Date: _____ Phone: _____

Social Security Number: _____ DOB: _____ Driver License: _____

Landlord/Agent Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____