

Automatic Renewal Lease Agreement

1110 23rd St S
Birmingham, AL 35205
(205) 202-4118

STATE OF ALABAMA)
_____) COUNTY)

THIS AGREEMENT, date _____, is between Spartan Value Investors, LLC, the Landlord, and _____, the Tenant(s).

In consideration of the payment of rent and the keeping and performance of the covenants in this agreement, the Landlord hereby agrees by lease to the Tenant(s), and the Tenant(s) hereby agrees to hire and take from the Landlord, the Leased Premises below pursuant to the terms and conditions specified herein:

1. **Leased Premises.** The Leased Premises are those premises described as:

2. **Term.** The initial term of this Lease shall be for a period of (1) year beginning on _____ and ending on _____. After the initial term, this lease shall renew from year-to-year thereafter, provided that in no event shall this lease extend for more than a ten year term. Either party may terminate this lease by giving the other party written notice not less than sixty days in advance of the next upcoming renewal term.

3. **Rent.** The Tenant(s) hereby agrees to pay rent for the premises in monthly installments of:

- a. _____ to be paid on or before the first day of the month for which rent is due.
- b. The monthly rent and other charges due hereunder are due to be paid by Automatic Direct Draft from the Tenant(s)' account on the first day of the month. This account should be specified on the "AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DRAFT" that will be signed along with this agreement. If the Landlord agrees to take payment by mail, the amounts due are to be sent to the following address:

1110 23rd St S
Birmingham, AL 35205

Or such other address designated in writing by the Landlord.

4. **Late Payment and Return Check Charges.** In the event that rent is not received in the possession of the Landlord in full by the 1st day of the month due, Tenant(s) will be in default of this lease. The late payment charge is \$50.00 if the full payment is received by the 7th of the month. On or after the 7th day of the month the late payment charge becomes 15% of the monthly rental rate. If Tenant(s) check is returned unpaid by the bank, for any reason, Tenant(s) agree and to pay a returned check charge of \$35.00 to cover the Landlord's expense in addition to the late payment charge. After the first instance of a returned check or insufficient funds, all payments must be made by certified funds.

5. **Money Due Before Move-In.** Prior to taking possession of the leased premises, Tenant(s) will provide Landlord with a security deposit payment in the amount of [REDACTED] in addition to the First Month's Rent of [REDACTED] for a Total of [REDACTED] due before move-in.
6. **Security Deposit.**
- A. On execution of this Lease, the Tenant will pay the Landlord a security deposit of [REDACTED].
 - B. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by local/state/federal law.
 - C. During the Term this Lease or after its termination, the Landlord may charge the Tenant(s) or make deductions from the Security Deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls
 - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant
 - c. Unplugging toilets, sinks, and drains
 - d. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures
 - e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas
 - f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant(s) or by any person whom the Tenant(s) is responsible for
 - g. The cost of extermination where the Tenant(s) or the Tenant(s)' guest have brought or allowed insects or other pest into the premises or building
 - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze or rain or water damage to floors or walls
 - i. Any other purpose allowed under this Lease (See Section "Care of Premises" under this Lease) or local/state/federal law.
7. **Possession.** The Landlord shall make every effort to have the leased premises ready for Tenant(s) on time. Because circumstances beyond Landlord control could cause delay, Landlord shall not be liable for failure to deliver the premises at the time stipulated. In the likely event this happens, rent shall be adapted on a daily basis until Tenant(s) is tendered possession. If Landlord is not able to deliver the leased premises to Tenant(s) within seven (7) days after the date promised on the lease, then Tenant(s) deposit will be refunded in full upon request and this lease will become null and void.
- As the leased premises is located in a residential area, therefore, without reflection upon the Tenant(s), it is agreed and understood that in the event the Tenant(s), or guest, or occupants of the leased premises shall, in the reasonable judgment of the Landlord, engage in any act or perpetrate any conduct that could interfere with the leasing of other nearby dwellings or the quiet enjoyment of other dwellings by other Tenant(s), then the Landlord shall have and does reserve the right to terminate this lease and re-enter and take possession of the leased premises at any time, after first giving notice as required by law to terminate this lease.
8. **Holdover Clause.** If the Tenant(s) shall remain or continue to be in possession of the leased premises or any part thereof after the expiration of this lease, the Landlord shall, at his or her option, treat such holding over as a renewal by the Tenant(s) of the lease for another year, upon the same terms and conditions, except that 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 Landlord has notified the Tenant(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 the Landlord elects to treat such holding over as a renewal of this lease, each and all of the other terms of this lease shall be and remain in full force and effect for the renewal of terms.
9. **Application.** The Landlord tenders this lease to you on the basis of the representations contained in the application or eligibility certification which is made part of this lease; in the event of any of the representations contained in the application or eligibility certification shall be found to be misleading, incorrect or untrue, the Landlord has the right to cancel this lease and to immediately repossess the leased premises.
10. **Other.** This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Landlord on the entire property of which the leased premises form a part. Any failure of the Landlord to take advantage of any default on Tenant(s)' part shall not be construed as a waiver thereof.

11. **Care of Premises.** The leased premises are rented “as is.” Tenant(s) agree to take good care of the leased premises.

- A. Tenant(s) shall not permit, allow, or cause any noxious, disturbing, or offensive odors, fumes, or gases or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound, or vibration to originate in or to be emitted from the property.
- B. Tenant(s) shall keep the entry ways, sidewalks, and other areas on the Property clean and free from rubbish, dirt, and other debris and property. Tenant(s) shall store all trash, rubbish, debris, and garbage in the proper places and shall provide for the prompt removal thereof.
- C. Pets are not allowed on the property.
- D. If Landlord provides blinds on the windows, such blinds shall not be removed. If Tenant(s) installs draperies over the blinds, any damage to the property must be repaired or removed by the Tenant(s) or at the Tenant(s)’ expense. Damage to the Property, including, without limitation, damage to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Property caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant(s).
- E. Locks may not be changed or added without the prior written consent of the Landlord. Locks and the appropriate keys which are added must be left in place upon vacation the Property. All keys must be returned to the Landlord upon termination of occupancy or the Landlord may impose a reasonable charge (including, without limitation, the cost of re-keying the locks).
- F. Tenant(s) shall be responsible for the replacement of all interior and exterior light bulbs during the Term of the Lease. All light bulbs must be operational at the time the Tenant vacates the Property.
- G. Tenant(s) shall maintain the Property in a neat and orderly condition. Tenant(s) will not allow trash, debris, abandoned or inoperable vehicles of any sort, or other items to accumulate or be deposited on the property. Tenant(s) will not place signs, displays, or other similar objects on the property or over the windows. Tenant(s) will keep all porches, decks, and other areas free of Tenant(s)’ property and trash.
- H. Tenant(s) shall keep the utilities (electricity, water, gas, etc.) operable so long as the property is leased by the Tenant(s) in order to maintain appliances in operating order and to provide a minimum temperature of 55 degrees Fahrenheit in cold months. From the date utilities are turned off by cancellation or otherwise, it will be presumed that the Tenant(s) has abandoned the property and the Landlord may enter and take possession. Tenant(s) shall be liable for any damages to the property from the utilities being turned off or from not maintaining the minimum temperature.
- I. Tenant(s) is responsible for cleaning and maintaining the property.
- J. No items shall be attached to the wall using anything other than small nails and only as many nails as is reasonable. Excessive nail holes or other damage to the walls is prohibited.
- K. Tenant(s) shall not do or omit to do any act which creates or may create a hazardous condition on the property. Tenant shall not use any fireplaces without obtaining a safety inspection of the fireplace, chimney, and flue and without obtaining the prior written consent of the Landlord.
- L. Tenant(s) agrees that all sinks, disposals, and toilets shall be used only for the purpose for which they were designed. Tenant(s) agree that no improper items shall be put in such facilities, including, without limitation, feminine hygiene products and diapers. Tenant(s) shall be responsible for any maintenance due to such improper use of any facilities or appliances.
- M. Tenant(s) is responsible for cleaning and maintaining the air intake areas, including keeping the area from being obstructed. Further, Tenant(s) understand and agree to change the air filters on all units every month at the Tenant(s)’ expense. In the event a service call has to be made to the premises about the furnace/air conditioning units and it is determined by the service provider that the damage is the result of not having properly changed the filters, the Tenant(s) will be responsible for the paying the service call.
- N. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of the residence, or placed on the property, without the prior express written permission of the Landlord.
- O. Tenant(s), and Tenant(s)’ family, guest, invitees, employees, agents, and other persons shall not:
 - a. Engage in criminal activity, including, without limitation, drug-related criminal activity, on or near the property. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined by state and federal law);
 - b. Engage in any act intended to facilitate criminal activity, including, without limitation, drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or other person;
 - c. Engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property or otherwise;
 - d. Engage in acts of violence or threats of violence, including, without limitation, the discharge of firearms on or near the property.

Violation of the above mentioned provisions shall be a material violation of this lease and good cause for the termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.

- P. No firearms or other weapons may be discharged on or about the property or surrounding property.
- Q. No chemical or petroleum liquids, solids, or gases may be disposed of on the property, adjacent property owned by the Landlord or public rights-of-way.
- R. No trash, debris, yard waste, refuse or any other combustible items may be burned or disposed of on the property, adjacent property owned by the Landlord or public rights-of-way.
- S. The property shall be used solely for single family residential purposes only. No business activities of any kind including, without limitation, child or day care services, warehousing, tanning or hair salons, distributorships, automobile or equipment repair, organized worship services, training sessions, and "flea" markets, shall be conducted or permitted on the property.
- T. Landlord reserves the right at any time to make changes (including, without limitation, the implementation or increase in fines) to these Rules and Regulations as Landlord, in its sole and absolute discretion, shall determine to be necessary or appropriate for the safety, care, cleanliness, maintenance, protection and benefit of the property, Landlord, and Tenant(s).

- 12. **Right to Inspect.** The Landlord will have the right at all reasonable times during the term of the lease and any renewal to enter and inspect the premises. The Landlord will make an attempt to contact the Tenant(s) before entering the premises.
- 13. **Burglary/Security.** The Tenant(s) is responsible for any damage to the leased premises that may be caused by a burglary, attempted burglary, and/or break in and further agrees to repair the same. Security of the premises and personal property is the sole responsibility of the Tenant(s).
- 14. **Alterations and Improvements.** Tenant(s) shall not make alterations, additions, or improvements to, or install any fixtures on, the leased premises without Landlord prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed, by Tenant(s) shall be made at Tenant(s)' expense and shall become Landlord property upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant(s) to remove such fixtures, at Tenant(s)' cost, upon the termination of this lease.
- 15. **Liability and Indemnity.** The Landlord shall not be liable to the Tenant(s) or to any other person or to any property for any damage or injury occurring on the leased premises or any part thereof and Tenant(s) agree to hold the Landlord harmless for any claims for damages, no matter how caused.
- 16. **Insurance.** The Tenant(s) is hereby advised and understands that the personal property of the Tenant(s) is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant(s) is advised that, if insurance coverage is desired by the Tenant(s), the Tenant(s) should inquire of Tenant(s)' insurance agent regarding a renter's policy of insurance.
- 17. **Taxes.** Landlord shall pay any federal, state, and local taxes assessed on the leased premises.
- 18. **Assignment/Subletting Restrictions.** Tenant(s) may not assign this agreement or sublet the leased premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the leased premises by Tenant(s) without the Landlord's consent shall be void and shall (at Landlord option) terminate this Lease. Landlord/Seller agrees, however, not to unreasonably withhold consent hereunder. In the event a sublease is approved by the Landlord, there will be a \$35 administrative fee that must be paid by the current Tenant(s).

Any subtenant who is approved by Landlord will then be responsible for the utilities and shared expenses that were determined by the original Tenant in the first month of his or her lease. The subtenant will assume all other obligations under this contract.

- 19. **Access.** Spartan Value Investors will retain a pass key and reserve the right of entry at all reasonable times to inspect and maintain the property. Spartan Value Investors shall try to give prior notice of his entry. If Spartan Value Investors enter during your absence, a notice will be left stating the reason for entry and the name of the person entering. Spartan Value Investors will attempt to make prior appointments with you for these visits.
- 20. **Fire Hazards and Condemnation.** Tenant(s) shall not permit any hazardous act which might cause a fire or that will increase the rate of insurance of the premises. If the premises become uninhabitable by reason of natural disasters or

fire not caused by the Tenant's negligence, agents, servants, or guest(s), the rent shall be suspended until the same has been restored to habitable condition.

If all or any part of the leased premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant(s).

21. **Zoning Regulations.** The Tenant(s) agree to abide by all zoning ordinances of the appropriate municipality pertaining to the number of non-related residents per household.
22. **Garbage and Trash.** Garbage and refuse is to be placed in designated areas. No garbage cans, waste refuse, supplies or other articles will be left outside the designated trash can(s) located on the premises. It is the responsibility of all tenants to empty the trash.
23. **Abandonment.** Tenant(s) and Landlord hereby agree that in case said premises are left vacant, then the Landlord may, without being obligated to do so, and without terminating this lease, re-take possession of the premises. If any part of the rent herein reserved be unpaid, the Landlord may rent the same for such rent as the Landlord may be able to do so, making such changes and repairs as may be required, giving credit for the amount so received, less all expenses.
24. **Compliance with Laws and Regulations.** Tenant(s), at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the leased premises.
25. **Attorney and Collector Fees.** In the event Landlord employs a collector and/or attorney because of Tenant(s)' violation of any term of this lease, Tenant(s) agrees to pay the collector fee and attorney's fees and applicable court costs. Tenant(s) hereby waives any and all right to claim or have Tenant's personal property exempt for levy or other legal process under the Constitution and laws of the State of Alabama.
26. **Waiver of Venue.** In the event Landlord finds it necessary to file suit against Tenant(s) because of Tenant(s)' violation of any term of this lease, Tenant(s) agrees to waive any and all obligations you may have to the venue of such suit being in the County and State that the leased premises is located in. Further you agree that the venue of any and all such suits of other legal proceedings shall be in the County and State that the leased premises is located in.
27. **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant(s) at the leased premises, or to the Landlord at the address set forth below. All notices must be provided in writing.
28. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
29. **Waiver.** The failure of either party to enforce any other provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
30. **Willful Violations and Waiver or Personal Property.**

_____(INITIAL) Tenant(s) agrees that failure to pay rent when due shall be presumed to be a willful violation of this lease.

_____(INITIAL) Tenant(s) agrees that failure to vacate the premises after the receipt of a duly served termination notice shall be presumed to be a willful violation of this lease agreement, and such holding over shall be presumed to manifest an absence of good faith.

31. **Complete Agreement.** This lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
32. **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant(s). This Lease can be transferred or sold at the sole discretion of the Landlord.

33. **No Construction Against Drafter.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

I/WE UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT. I/WE HAVE READ THIS CONTRACT AND I/WE UNDERSTAND ALL ITS PROVISIONS.

Executed in duplicate as of the day and year first written above.

Spartan Value Investors, As LANDLORD
For Lessor

By: _____
Lindsay Jackson, On Behalf of Spartan Value Investors
Landlord

Tenant Signature

Tenant Print

Tenant (2) Signature

Tenant (2) Print