

Bill Lunsford Construction & Development, Inc.
P. O. Box 3063, Tuscaloosa, Alabama 35403
(205) 758-3232 www.billlunsford.com (205) 758-3234 Fax

STATE OF ALABAMA
TUSCALOOSA COUNTY
REVISED JANUARY 1, 2008

RESIDENTIAL LEASE AGREEMENT
(Attach application as part of this Agreement)

We are pleased to welcome you to a property managed by Bill Lunsford Construction & Development, Inc. Your rental unit is leased under the following conditions:
This Lease Agreement is made **TODAY'S DATE** by and between Bill Lunsford Construction & Development, Inc. Agents for the owner, (as Lessor/Landlord/Us/We) and:

TENANT NAME **CO-SIGNER NAME**
TENANT NAME **CO-SIGNER NAME**

(as Lessee/Tenant/You). You have agreed to lease the following premises for residential purposes only:

2301 Veterans Memorial Parkway, Unit **XXX**
Tuscaloosa, Alabama 35404

No one else may occupy the unit. Persons not listed above must not stay in the unit for more than 3 consecutive days without prior written consent of management, and no more than twice that many days in one month. We tender this Lease to you on the basis of the representations contained in the application which is made part of this Lease; and in the event any of the representation contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this Lease and to immediately 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 IN WRITING UNDER "SPECIAL PROVISIONS"**.

LESSEE/GUARANTOR
LIABILITY
_____ (INITIAL)

It is further understood and agreed that if this Lease is executed by more than one lessee or guarantor, each lessee or guarantor is individually as well as jointly liable for all the obligations of this Lease, or any subsequent renewals of this lease.

INITIAL LEASE INFORMATION

LEASE TERM

This Lease is for a term beginning on **START DATE and ending on **END DATE**.**
This lease will automatically renew annually from year to year unless one of the following conditions is met: **1) A written notice of termination by Lessee is received in the office of Bill Lunsford Construction & Development, Inc. at least ninety (90) days prior to the expiration of the current Lease term; 2) Lessor secured an approved prospective tenant willing to sign a new lease before this lease is renewed by current tenant; 3) Lessor may terminate this Lease without cause by giving sixty (60) days prior written notice to tenant, but no termination by Lessor shall take effect during the Initial Lease term without cause. We reserve the right to raise effective rental rate for the next successive Lease term upon sending written notice of the Increase not less than one hundred five (105) days prior to the end of the Lease term.** This lease contract will automatically continue with the increased rent and contract changes. The new modified lease contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice as stated above.

RENT AND CHARGES AND
ACCELERATION
_____ (INITIAL)

You will pay **\$800.00** per month for rent, in advance and without demand or deduction at our office or at any such place designated by us. **A single payment of the full monthly rental sum is required.** You must not withhold or offset rent unless authorized by statute. In the event of a default, all rents, costs and charges due under the remainder of the lease term will be immediately due and payable to the Landlord.
Rent due for the Initial term of this Lease is **Nine thousand six hundred**

and no/100- dollars. (\$9,600.00).

RENT IS DUE ON THE FIRST DAY OF EACH MONTH. A LATE CHARGE OF 10% OF THE GROSS MONTHLY RENT WILL BE ADDED TO YOUR ACCOUNT FOR ANY OUTSTANDING BALANCE NOT PAID IN FULL BY THE 6TH DAY OF EACH MONTH. AN ADDITIONAL LATE CHARGE OF \$25.00 WILL BE ADDED TO YOUR ACCOUNT FOR ANY REMAINING BALANCE THAT IS NOT PAID IN FULL BY THE 12TH DAY OF EACH MONTH. FOR ANY CHECK RETURNED UNPAID BY THE BANK, THE MAXIMUM SERVICE CHARGE ALLOWED BY LAW WILL BE ADDED TO YOUR ACCOUNT. ALL ADDITIONAL CHARGES for damages and tenant fees ARE IMMEDIATELY DUE AND PAYABLE. It is expressly understood that any and all payments made shall be applied to late charges, past due rents, tenant charges and damages at the Landlord's sole discretion.

INITIAL MONEY DUE

The following monies are due at the time this lease is prepared:

Security Deposit: Eight Hundred and no/100--- dollars. (\$800.00).

First Month's Rent: Eight Hundred and no/100-- dollars. (\$800.00).

Last Month's Rent: N/A. (\$N/A).

Pet Fee: N/A. (_____Initial)

See "Special Provisions" regarding approved pet(s).

SECURITY DEPOSIT

This deposit is solely a security deposit to be held by us as a guarantee for your full and faithful performance of all the terms and conditions of this lease and against any damages beyond normal wear and tear caused to the premises or any other part of the Lessor's property by you, your family or guests. **A cleaning fee/redecoration charge of \$150.00 will be deducted from your security deposit at the end of the lease.** It is expressly understood and agreed that smoke damage, any fire or electrical burns, stains, pet soil and/or other extensive soiling of carpets, blinds or furnishings, and other damages to the premises are not normal wear and tear may result, in additional charges. In the event there are unpaid charges due us at the termination of the Lease term, whether for damage to the premises, unpaid rent, late fees, or for any reason whatsoever, it is agreed that the security deposit may be applied by Bill Lunsford Construction & Development, Inc. to reduce these outstanding charges. You agree that the security deposit is not rent and that the monthly rent will be paid each month, **INCLUDING THE LAST MONTH OF THE LEASE TERM.** The security deposit will be returned to you within thirty-five (35) days after the termination or expiration of this lease or any renewal, provided you fulfill all terms and conditions of this Lease or any extension thereof, and return the premises to us in good condition subject only to normal wear and tear, free of trash and debris. The lessor shall provide tenant with an Itemized accounting of all deductions from the security deposit. All keys checked out to lessees at the beginning of this lease shall be returned to the Lessor. Tenant shall be responsible for the expense of re-keying all locks if keys are not returned. The tenant shall provide the Lessor with a forwarding address in writing. If no address is provided, the deposit may be mailed to the Tenant at the address of the property stated above. One hundred eighty (180) days after the termination or expiration of the lease, Tenant will be deemed to have relinquished its right to the security deposit.

ABANDONMENT

In the event you are absent from the premises for a period of fourteen (14) consecutive days without notifying the Landlord of the absence no later than the 5th day of the extended absence, at our sole option, be considered to have abandoned the premises and any property left on the premises will be considered abandoned and may be immediately stored or disposed of by us as we see fit. The rent for the un-expired term of the Lease, together with damage fees and storage fees, will become due and payable immediately and the Lessor, at its option, may cancel the Lease and re-enter and let the premises for such terms as may be immediately obtainable and apply the net amount realized to the amount due by the lessee.

ACCEPTANCE

You will register with the Lessor an acceptance form of the condition of the premises, whereby you have listed all pre-existing damages in your leased unit, which must be returned to us within seven (7) days from the date you pick up your keys; otherwise, you will be held responsible for any and all of these conditions. If no form is registered in our

office, it is understood that the tenant has examined the premises, is satisfied with the physical condition, and taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise specified on the acceptance form. Tenant agrees that no representation as to the condition or repairs has been made except as contained in the lease, and Tenant agrees that no promise to decorate, alter or improve the premises has been made, except such as contained in the written lease. Any written agreement to decorate, alter, repair or improve the premises shall not carry forward and be made a part of any extension or renewal of this lease.

ACCESS

We retain a passkey and reserve the right of entry at all reasonable times to inspect and maintain and exhibit the property with proper notice. In the case of routine maintenance, we shall try to give prior notice of our entry two (2) days in advance unless impractical to do so. We have the right to enter your premises without notice in the case of an emergency or if you initiate the need for us to enter your premises. If we enter during your absence, a notice may be left stating the reason for entry and the name of the person entering.

ALTERNATE DISPUTE RESOLUTION

The parties shall endeavor to resolve all controversies or claims arising under the Agreement, except Landlord's eviction of Tenant, and controversies that involve less than \$ 10,000.00, first through Mediation. The mediation shall be conducted by a mediator chosen by the parties from the most recent Alabama Sate Court Mediator Roster published by the Alabama Center for Dispute Resolution (ACDR). If the parties are unable to agree on a mediator, the ACDR will select the mediator. Any dispute that is not resolved by mediation shall be settled by arbitration conducted by a sole arbitrator. The arbitrator shall be selected by the parties from the panel of Arbitrators as listed with the (ACDR). If the parties are unable to agree on an arbitrator, the ACDR shall select the arbitrator. Any mediation or arbitration shall be conducted in Tuscaloosa, Alabama. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any damages in excess of compensatory damages. The parties shall bear their respective costs in connection with the dispute resolution procedure (non-litigation) described above, except that the parties shall share equally the fees and expenses of any mediation or arbitration or the costs of any facility used in connection with such dispute resolution procedure. However, the state and local laws applicable to this Lease shall be the laws of the jurisdiction in which the Property is located.

Delay of Occupancy

We will make every effort to have your rental unit ready for you on time. Because circumstances beyond our control (such as delay for construction, repairs, cleaning, or a previous resident's holding over, etc) could cause delay, we cannot be liable for failure to deliver the premises at the time stipulated. In the unlikely event this happens, and we are unable to deliver your rental unit on the date promised on the lease, the lease contract will remain in force subject to: 1) abatement of rent on a dally basis during the delay; and (2) your right to terminate this agreement upon written notice to Landlord. After termination, you are entitled only to refund of the security deposit, any rent paid, and reservation fees. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

DAMAGES AND REIMBURSEMENTS

You must immediately pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs and service in the leased premises due to a violation of the lease contract or rules, improper use, negligence, other conduct by you or your invitees, guests or occupants. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

DISCLOSURE RIGHTS

You agree that in the event any law enforcement agency or governmental agency requests information on you or your rental history, we may provide it to them without further notice to you.

INSURANCE, UTILITIES, AND TAXES

Our insurance does not cover the loss of or damage to your personal property. Your own insurance is not required but is still strongly recommended. We urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks or other similar

_____ (INITIAL)

occurrences.

You are responsible for the payment of all utility bills beginning as of the date of this contract except the following, which we supply: Basic Cable and garbage pickup. It is your responsibility to apply for and make required deposits for any utilities we do not furnish. Any tenant-installed heating and cooling devices are prohibited unless approved in writing by special Agreement. You agree to pay the cost of energy consumed by such device. It is your responsibility to maintain and pay for installation and/or repairs of the entire telephone system in your unit.

In the event of any increase or increases in the existing rates during the term of this Lease of ad valorem tax rates, insurance rates, rental taxes, and public utilities service rates, the Landlord may, at its option, assess you a pro rata share of such increase and will adjust your monthly rent due accordingly. It is expressly understood that Landlord shall reserve all rights to regulate and control access of all utilities, including telephone, cable television, internet access, electricity, water and other services to the buildings located on the property.

LEAD PAINT WARNING
STATEMENT

Housing built before 1978 may contain lead-based paint. A copy of the required disclosure form and the pamphlet are attached to this lease and incorporated herein only in the event that the premises were built prior to 1978. By executing a copy of this lease you acknowledge receipt of said pamphlet.

MOISTURE AND MOLD

Tenant agrees to use Tenant's best efforts to clean, dust and mop the leased premises regularly, and shall keep the leased premises, particularly kitchen and bathrooms, clean, so as to help prevent any conditions in the premises, such as excessive moisture, that could create an environment conducive to mold growth. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts, and to keep the climate and moisture in the leased premises at a reasonable level. In the event such mold conditions develop, Tenant agrees to remedy such conditions. Tenant agrees to promptly report to the property manager, in writing, any actual or potential mold problem beyond their control, regardless of what may have caused such problem Resident shall promptly notify management and allow management to access the area to inspect and to correct the presence of the following conditions:

- (I) a water leak, excessive moisture, or standing water inside the leased premises;
- (II) a water leak, excessive moisture, or standing water in any community common area;
- (III) mold growth in or on the leased premises that persists after resident has tried several times to remove it with appropriate cleaning solution;
- (IV) a malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises.

Landlord is not responsible for the consequences of any Tenant conduct that leads to or exacerbates mold growth. Tenant agrees that, in the event landlord provided notice to Tenant of landlord's intention to remediate mold in the premises, Tenant will provide immediate access to the premises to permit landlord to remediate any problem. In the event Landlord determines, in its sole discretion, that Tenant should vacate the premises during remediation, tenant will relocate (at landlord's expense) to another rental unit in the rental unit complex for the period of time necessary to complete such remediation. In the event no other rental unit within the rental unit complex is available for such a relocation, as determined by the landlord in its sole discretion, landlord shall provide Tenant either (a) relocation at landlord' expense to another nearby rental unit complex owned or operated by Landlord or its affiliate, or (b) termination of the lease without penalty for such termination and without any financial obligation beyond the date of such termination. Tenant's failure to make a prompt written report of any potential mold problem or Tenant's refusal to relocate in accordance with these provisions or any interference with landlord's remediation efforts shall constitutes a breach of the lease 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.

OTHER CHARGES

You agree to pay us any governmental levy or charge hereafter assessed or imposed by reason of your occupancy of this property. The Lessor, at its option, may void this Lease in the event any governmental authority requires any repairs or improvements other than those set forth in this Lease or takes the property by eminent domain or like power.

RECOVERY

Recovery of the premises by us will not relieve you of any obligations of this Lease.

REINSTATEMENT

If this Lease is terminated by us for any reason, and you pay all outstanding charges making your account current, with our permission, you may remain in possession of the premises, and this Lease will be continued in effect as though it had not been terminated.

REMEDIES FOR DEFAULT

If you fail to pay rent or any other sum to us when due and fail to pay said rent after 7 days notice, default in any other provisions of this Lease, or abandon the premises, or, we, in addition to all other remedies provided either at law or in equity, may void and terminate this Lease, re-enter into possession of the premises and sue for and recover all rent earned up to the date of such entry. Or we may, without terminating this Lease, terminate your right of possession, re-enter and resume possession of the premises and re-let the same for the remainder of the term, at the best rent Landlord can obtain. You agree to be responsible for any deficiency, including, but not limited to, past due rent, late fees, costs of advertising, a reletting charge as stated in the paragraph entitled "Unlawful Early move-out; Re-letting charge", cleaning/re-decorating fees.

RE-LETTING CHARGE;
UNLAWFUL EARLY
MOVE-OUT;

You may relet the premises provided you obtain prior written consent from the management and Bill Lunsford Construction & Development, Inc. approves the new tenant. Tenant is responsible for all costs incurred preparing unit for reletting. The administrative charge for reletting of the lease is **\$50.00**. If we obtain a new tenant for you, in addition to the administrative charge, you agree to pay our normal commission of ten percent (10%) of the sum of rent accrued for the remainder of your lease or one month's rent minimum commission.

In addition, you will be liable for a reletting charge of 10% of gross yearly rent if you:

- a) fail to move in after the lease is executed;
- b) move out without paying rent in full for entire lease contract term or renewal period;
- c) move out at our demand because of your default; or
- d) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this lease contract. The reletting charge is not a lease contract buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain - particularly those relating to making ready, Inconvenience, paperwork, advertising, showing units, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys, or other sums due.

RULES AND REGULATIONS

Privacy and convenience are best achieved by people living together with some mutually agreed upon understandings. We ask that you and your neighbors consent to certain rules designed to help maintain community appearance and tranquility. From time to time, changing the rules for living in your complex may become necessary. In the event, you agree in advance to comply with these rules.

AUTOMOBILES AND OTHER
VEHICLES

It is expressly understood and agreed that the parking space on the premises is for private passenger vehicles only. You shall have no right to park or store any boats, trailers, trucks, campers, or other vehicles on the premises without our written consent. Any such object so parked or stored may be removed at your expense. You hereby grant to us the undisputed right to remove and dispose of, at your expense, any inoperable vehicles or vehicle without current or valid tags, or any vehicles parked and not in regular use, placed on the premises by you, your guests or members of your family, which remain on the premises more than seven (7) days after notice to remove said vehicle from the premises is placed on said vehicle. You hereby waive any rights to notice other than that placed on the vehicle. You further agree that motorcycles, or motorbikes, bicycles or other wheel toys, shall not be parked or stored on porches, balconies, steps, walks, stairs or courtyards. You hereby agree that we may, without notice, remove, store or dispose of any automobile, motorcycles, motorbikes, etc., found in such location and waive any claim against us for such removal, storage and disposal. All vehicle repairs, including Oil or fluid changes, are specifically prohibited on the property. **PARKING ON THE GRASS OR LAWN FOR ANY REASON IS STRICTLY PROHIBITED. This applies to any resident or guest. Residents are responsible for paying parking penalties imposed on their guests. Any vehicle in violation of this Agreement will be charged a penalty of \$40.00. Second offense penalty will be \$60.00. Third offense will result in loss of security deposit and may be considered just cause for eviction. Any questions regarding appropriate parking areas should be addressed with a property manager prior to lease agreement.**

CARE OF PREMISES

The Leased premises are rented "as is." You agree to take good care of the Leased premises and its fixtures, plumbing, furniture, and furnishings and to notify us immediately when any equipment, fixture, or portion of the premises is out of order or in need of repair. We will repair the premises to a habitable condition, with reasonable promptness when caused by your fair wear and tear or by forces beyond your control. You agree to immediately pay for repair of the premises when caused by your misuse or that of your family, employees, visitors or approved subtenants.

- a) You are responsible for the cost of replacing all doors and doorjamb broken, all glass broken, all window screens missing or broken and all keys lost or broken regardless of the cause.
- b) No aluminum foil or other window treatments except blinds or drapes of a white or off white solid color or lined in a white or off white solid color, are allowed on windows.
- c) You are responsible for maintaining heat at 55 degrees F. or warmer in the Leased premises (anytime the outside temperature drops below 33 degrees F.) Tenant is required to leave washing machine connections and all outside and inside faucets running (steadily dripping) anytime outside temperature drops below 33 degrees F. to prevent pipes from freezing. Repairing of frozen or burst pipes will be charged to tenant.
- d) Before using a fireplace, tenant is responsible for obtaining both a safety inspection and cleaning of fireplace, chimney and flue by competent personnel. If physical repairs are indicated, you will immediately notify our office in writing.
- e) You will be charged for sewer back-ups caused by flushing tampons, tampon applicators, sanitary napkins, disposable diapers, paper towels, or any other improper items down the toilet causing us to have to unstop your sewer lines. Do not use Drano or any other liquid or crystal drain opener in any drains; instead use a plunger.
- f) We reserve the right to make any repairs that we consider necessary but nothing herein shall be construed as requiring us to make any such repairs.
- g) You agree not to paint, wallpaper, remodel, or make any structural changes

nor shall you remove or attach any fixtures without specific written permission.

- h) You shall remove no electric bulbs from the premises when you move.
- i) You are responsible for maintenance and cleaning of carpet and blinds after you move-in. You agree not to install any hook, plant hanger or other apparatus in the ceilings.
- j) You agree to replace all fuses and/or reset circuit breakers or relight pilot lights as necessary, and to obtain and use a plunger to attempt to clear plumbing clogs inside the premises before calling for service. If we perform these functions for you, you agree to pay for the service charge.
- k) It is the Tenants responsibility to maintain and replace the Air Conditioner filter on a monthly basis. If we perform these functions for you, you agree to pay for the service charge.
- m) You are responsible for upkeep and cleaning of any patios and/or area reserved for your private use, including storing other articles out of sight. We reserve the right to control outside storage of your property in any way deemed necessary or desirable to improve the exterior appearance of the complex property. The tenant shall not suspend, beat, shake, or clean any article outside the building or out of the windows or in the halls or corridors of the building.
- n) You agree to comply with State and International Fire Code that states for multi-family dwellings no hibachi, gas-fired grill, charcoal grill or their open flame similar devices used for cooking or any other purpose shall be used, stored, or kindled on any balcony or under any overhanging portion of any structure.
- o) YARD SALES ARE NOT PERMITTED.
- p) Waterbeds are expressly prohibited.
- q) In the event this Lease covers a single-family residence, you agree to cut the grass and maintain the yard at your expense. After notice of improper care, we reserve the right to have the care completed at your expense.
- r) The Lessor, at its option, may void this Lease in the event any governmental authority requires any repairs or improvements other than those set forth in this Lease.
- s) See “**EXHIBIT A**” Rules & Regulations for Summit Condominiums.

DISTURBING NOISES

YOU AGREE NOT TO MAKE OR PERMIT TO BE MADE ANY DISTURBING NOISES, NEITHER SHALL YOU COMMIT OR PERMIT ANY ACT WHICH WILL UNREASONABLY INTERFERE WITH THE RIGHTS, COMFORT OR CONVENIENCE OF OTHER NEIGHBORS OR TENANTS. IT IS SPECIFICALLY UNDERSTOOD THAT NOISE, WHICH CAN BE HEARD OUTSIDE YOUR DWELLING, IS TOO LOUD AND IS DISTURBING.

FIRE HAZARDS AND CONDEMNATION

You will 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 disasters or fire not caused by your negligence, your Agents, servants, or guest, the rental herein 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 fire or other reason caused by your negligence, your employees, or your guests, the rent will not be suspended, but will be conditioned as if the premises were usable. Condemnation proceeds belong to Owner.

GARBAGE & TRASH

Garbage and refuse are to be placed in designated areas, inside the cans or dumpster, if

provided. No garbage cans, waste, refuse, supplies or other articles will be left outside in the halls, stair landings, breezeways, or outside the Dumpster. Removal of your trash by Bill Lunsford Construction & Development, Inc. staff from common areas or individual patio or balcony, or yard areas will incur a **\$50.00** service charge. Cardboard boxes will be broken down or flattened before being placed in dumpsters. Tenants in single-family houses are responsible to have carts stored away from front view of house at all times except pick up date.

MOVING

So as not to disturb neighbors, 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 that are used in moving.

PEST CONTROL

You specifically give us the right to perform pest control functions on all multi-family property. Pest control is your responsibility on single-family detached houses.

PETS

Resident may not have a pet on the premises except upon specific **ADVANCE** written consent from the Management. Such exceptions are subject to the terms and conditions of a separate **PET ADDENDUM**. It is agreed that the rent will be increased **\$200.00 per month** for any time during any month that a pet enters our property without prior Agreement. This charge will be paid at the time the pet is found.

RELEASE OF RESIDENTS

Unless you are entitled to terminate this Lease contract under the paragraphs discussed in this agreement, you will not be released from this lease contract for any reason - including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

SURRENDER OF PREMISES

In the event Lessee fails to surrender complete possession of the Leased premises on the date and time which appears on the Lessee's Lease, Lessee agrees to pay rent on a daily basis due and payable on or before 9:00 a.m. at the offices of Bill Lunsford Construction & Development, Inc. at the daily rate of **\$100.00 per day** for each day of holdover occupancy until the Leased premises are vacated according to all terms and conditions contained here and subsequently re-let.

Lessee acknowledges that the owner of the premises may have currently listed or may in the future list the premises for sale. Lessor reserves the right to cancel this Lease by giving Lessee thirty (30) days written notice to vacate in the event a sale is made of the premises.

SWIMMING POOL

It is expressly understood and agreed that we do not provide a lifeguard at any swimming pool that may be located on the property. You, your family, and guests swim entirely at your own risk. Any child under the age of fourteen (14) will be required to be in the company of a parent or adult guardian at all times or will be asked to leave the pool area. Tenants are allowed to have one guest accompany them to the pool area. Special permission will be required in advance for additional guests. Pets are not allowed in swimming area at any time. No Diving. You agree to comply with the rules and regulations posted in the pool area.

USE AND OCCUPANCY AND
REMOVAL FOR
UNREASONABLE CONDUCT

You will personally use and occupy the Leased premises solely as a private dwelling for yourself and your immediate family, and them only, as listed on the application. Guests may visit the premises with mutual consent of all parties listed on the Lease. For events you host on your Leased property which involve more than six (6) guests, you agree to obtain permission from Lessor before the event. Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY**, on the property or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 8021]). Resident or any member of the Resident's household, or a guest or other person(s) under the Resident's control **SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE**, including, but not limited to,

the unlawful discharge of firearms, on or near the property or dwelling unit. If we, at any time, find your conduct or the conduct of other occupants of the Leased premises or visitors thereto unreasonable, or if you use the Leased premises for any illegal or immoral purpose, such conduct or use is grounds for immediate termination of your occupation by any and all lawful means. All terms and conditions of this agreement will still be applicable. Sexual Offenders Termination: If the Tenant, or any other person residing on the 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, this agreement shall be terminated immediately, and the Tenant shall vacate the premises immediately. Further, Tenants 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, and such registered sex offenders are strictly prohibited from being on the premises for any purpose.

SPECIAL PROVISIONS, SIGNATURES, AND ADDENDUMS

SPECIAL PROVISIONS

No Special Provisions are associated with this Lease.

_____ (INITIAL)

NOTICES

All notices in connection with this Lease **must be given in writing.** Notices not given in writing will considered void and without effect. Any notice from tenant to landlord shall be given in writing and shall be delivered in person to Bill Lunsford Construction & Development, Inc. or by certified or registered mail at the above address.

ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and may be modified only by written instruments executed by both parties. I/WE UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT. I/WE HAVE READ THIS CONTRACT AND I/WE UNDERSTAND ALL ITS PROVISIONS.
Prepared on January 1, 2008

_____ (L.S.) _____ (L.S.)
_____ (L.S.) _____ (L.S.)
_____ (L.S.) _____ (L.S.)

Bill Lunsford Construction & Development, Inc., AS AGENTS FOR OWNER

By: _____ (L.S.)
Authorized Agent