

**REAL PROPERTY HOLDINGS LLC
MOBILE, AL 36609
985-249-4019
251-391-5265**

**LEASE
BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE**

STATE OF ALABAMA

COUNTY OF MOBILE

THE LEASE, made this _____ day of _____ between **REAL PROPERTY HOLDINGS LLC** hereinafter called Lessor, by **Robert Lumpkin** as agent of the Lessor, and _____ hereinafter called the Lessee/Tenant(s).

WITNESSETH: that the Lessor does hereby lease and rent unto the lessee, the following described real property in Mobile County , Alabama:

_____ for the use by the lessee as a single family residence for ___ adults and ___ children and for no other object or purpose, for and during the term of ___ **MONTHS**. Starting on the ___ day of _____ and ending on the ___ day of _____. This lease shall not expire and continue on **MONTH-TO-MONTH** terms after the above-mentioned expiration, and ending **AFTER A 30 DAY WRITTEN NOTICE OF THE SPECIFIC MOVE OUT DATE REQUESTED HAS BEEN ISSUED AND RECEIVED BY LESSOR.**

The Lessee agrees to pay Lessor the sum of \$ _____ as rental, Payable as follows: BY **payments of \$ _____ due each month**, payable, respectively, on the day of the ___ day of _____, and on the 1st day of each month thereafter.

EXCEPTIONS:

THIS LEASE IS MADE UPON THE FOLLOWING ADDITIONAL TERMS, CONDITIONS AND CONVENANTS:

1. Late Charge: The Lessee agrees that in the event any installment due under this agreement remains unpaid for 3 days after it becomes due and payable, a late charge of \$50 shall be added to the amount due hereunder but shall in no way affect any other provisions of this lease with reference to the rights of the Lessor for breach. AFTER THE 5TH DAY

LATE THERE IS A LATE FEE EACH DAY FORWARD OF \$25 PER DAY FROM THE 5TH OF THE MONTH UNTIL THE 1ST OF THE NEXT MONTH DEPENDING ON HOW MANY DAYS EXIST IN THE CURRENT LATE MONTH. THE LATE FEES OF \$25 PER DAY WILL CEASE WHEN THE MONTH IS OVER AND THE START OF A NEW MONTH IS REACHED. AS LONG AS THE LESSEE HAS MADE FULL PAYMENT OF THE CURRENT LATE MONTH ALONG WITH ALL THE LATE FEES THE LATE FEES WILL CEASE.

2. (a) **Damage Deposit:** Lessor acknowledges receipt of the sum of \$_____ which represents a damage deposit.

(b) **Non- Refundable Pet Fee:** Lessor acknowledges receipt of the sum of \$_____ which represents a non-refundable pet fee per pet. If he or she shall be seen with a pet inside the property upon move-in or throughout the entire term of this lease a fee will be due.

3. **Possession:** The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "Rent" and all other sum due hereunder, and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises. Lessor shall not be liable, however, for the failure or inability of the Lessee to obtain possession of said premises provided that Lessor shall exercise due diligence and effort to place the Lessee in possession.

4. **Default:** Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at Lessor's option, to re-enter said premises and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall such re-entry or the receipt of rent after conditions broken be deemed a waiver of forfeiture. In order to entitle Lessor to re-entry it shall not be necessary to give notice of rent due and unpaid, or of other conditions broken, not to make demand for rent, the execution of this lease being sufficient notice of rents due and a demand for same:

- In the event Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.
- In the event Lessee removed, attempts to remove or permits to be removed from said premises, except in the usual course of trade, the goods, furniture, effect or other property of the Lessee brought thereon.
- In the event an execution or other legal process is levied upon the goods, furniture, effect or other property of the Lessee brought said premises, or upon the interest of the Lessee in the lease.

- In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the **Lessee** or the **Lessee** or the **Lessee** is adjudged a bankrupt.
- In the event an assignment for the benefit of creditors is made by the **Lessee**.
- In the event of the appointment of receiver of **Lessee's** property.
- In the event the **Lessee**, before the expiration of said term, without the written consent of the **Lessor**, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, ceases to use said premises for the purposes herein specified.
- In the event that **Lessee** shall cause or allow a mechanics' or materialmen's lien to accrue against the premises.
- In the event the **Lessee** violates any of the other terms, conditions or covenants on the part of the **Lessee** herein contained.

5. **Acceleration:** Upon default, breach of condition, or upon the termination of this lease or re-entry upon said premises to any one or more of the causes set forth above, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor.

6. **Ordinances/Nuisances:** Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the leased premises and the streets and highways bounding the same are concerned, and the Lessee will not by any act or omission, render the Lessor liable for any violation hereof.

7. **Maintenance and Repair:** Lessor shall maintenance and keeps in good repair the heating, air conditioning, plumbing and electrical portions of the building located thereon. However, Lessee shall be responsible for any damage caused by the abuse or neglect of Lessee or his invitees. Lessor reserves the right after reasonable notice and at my time to enter upon the premises himself, his agent, workmen, contractor, and architect to make such repairs and to do such work on or about the premises as the Lessor may deem necessary. Such repairs shall be made at Lessee's own risk as to his personal property located on the premises as to protection from theft or damages or other hazards directly or indirectly connected with such repair work. Such right of entry includes but is not limited to the right to spray for insects or carry out other extermination efforts. However, pest control shall be the responsibility of the Lessor quarterly only. If Lessee desires monthly pest control, it shall be the sole responsibility of the Lessee.

8. **Lessee Duties:** Lessee's duties shall include but not be limited to the following: Lessee will replace all plate and other glass, if and when broken: will replace all keys lost or broken: will pay all bills for water, power and gas used on said premises: will keep the interior of said premises in good order and condition, and **will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect.** By way of example and not by limitation, Lessee shall make all minor repairs such as replacement of washers in faucets and replacement of light bulbs in all fixtures. **Lessee agrees to purchase and install at Lessee's expense filters for heating and air conditioning systems at least once every three months** during the term hereof. **Lessee shall clean the standpipe in the air conditioner once a year.** Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after ten (10) days written notice, and **the Lessee will pay the Lessor the cost thereof,** together with interest thereon at the highest legal rate, upon demand, and any sum thus due from Lessee to Lessor by virtue thereof shall be secured as additional rent under the terms of this lease. Lessee shall maintain the premises including any parking and yard areas in a clean and neat condition keeping grass and shrubbery out and trimmed, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers, providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises.

Automobiles shall be kept in normal parking areas only, such as driveway and carports, and all other vehicles including but not limited to boats and trailers, may be place on the property only with Lessor's consent. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said premises at all time.

9. **Lessor Released:** Lessor shall not be liable for any loss or damage caused by, or growing out of , any breakage, leakage, getting out of order or defective condition of the heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, nor shall Lessor be liable for any damage on account of any defect in said building, or in said premises caused by, or growing out of, fire, rain, lighting, wind, high water, over-flow water, freezing, or other causes.

10. **Insurance of Contents:** Lessee shall have the sole responsibility of procuring insurance of contents and personal property and for the expense thereof.

11. **Sale or Condemnation:** In the event the property hereby leased should be sold during the term of this lease, and the purchaser should require possession hereof, Lessee agrees to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding such possession. In the event the improvements on the premises are condemned by any Public Authority, except under conditions described in the paragraph immediately following, it is agreed and understood

that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of this order of condemnation from Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the premises, or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either Lessor or Lessee, as herein provided, during the actual period of such repairs, it is agreed that there shall be an equitable apportionment of rent, PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attach, question or defend the matters involved in such condemnation both as the facts and the authority of the Public Authority, and in event the options or elections herein above provided shall be exercisable in the manner stated, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation with thirty (30) days after receipt of same.

12. **Eminent Domain:** If the whole of the demised premises shall be taken by Federal, State, County, City, public, or other authority for public use or under any statute, or by right of eminent domain, upon such taking of possession, the term hereby granted and all right of the **Lessee** hereunder shall immediately terminate, and the **Lessee** shall not be entitled to any part of the award that may be such taking, nor to any damage therefore except that the rent shall be prorated as of the date of such termination of the lease. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect as to the property remaining, and provided such property remaining is capable of continued enjoyment by the **Lessee** for the uses and purposes provided for hereunder, and the **Lessee** shall not be entitled to any award for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of the **Lessee**. However, the rent payable hereunder shall be adjusted as the time of such taking to equitable reflects the change in the size of said remaining property.

13. **Attorney's Fee:** In the event that the **Lessor** incurs any cost or employs an attorney for the collection of any amount due hereunder or for the institution of any suite for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the **Lessee**, or on account of bankruptcy proceeding by or against **Lessee** or legal process being issued against the furniture and effects of the **Lessee**, located upon the leased premises, or the leasehold interest of the **Lessee**, the **Lessee** agrees to pay and shall be taxed with a reasonable attorney's fee or other cost, which fee or cost shall be a part of the debt evidenced and secured by this lease.

14. **Fire, Wind, and other Casualty:** if the building of the leased herein is destroyed by fire, wind, or other casualty, without fault of the **Lessee**, such destruction shall cancel the lease and rent shall be payable only to the time of such destruction. If the rented premises or the building of which it is or may be a part shall be damaged by fire, wind, or other casualty, without fault of the **Lessee**, then, and in that event, the **Lessor** shall have the option to decide whether **Lessor** shall or shall not repair and restore the building or the rented premises to their original shape, then from the time such damages occur until the repairs are completed, an equitable abatement of the rent must be allowed. It is understood, however, that if the damage is such as not to render the rented premises untenable for the purpose for which same are rented, then there shall be no abatement of the rent while repairs are being made.

15. **Improvement:** All improvements erected, made or place upon the premises hereby lease shall at and on the completion or installation of the same, become the property of the **Lessor**, whether or not permanently attached. However, **Lessee** shall make no alternations in and to said premises and will not paint and part thereof without written consent of the **LESSOR**.

16. **Notices:** Except under those circumstances where it is requisite that notice be given to the **Lessee** at the demised premised, any notice, demand, communication, or election to exercise and option hereunder whether intended for the **Lessor** or the **Lessee**, shall be in writing and may be served or delivered in person, or by prepaid U.S. Registered or Certified Mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the partied hereto may designate in writing.

17. **Surrender:** At the expiration of the tenancy herein created, **Lessee** shall surrender the leased premises in the same condition of cleanliness, repair and sightlines as the leased premises were in upon the commencement of this lease unless meanwhile repaired or improved, reasonable wear and tear and damaged by unavoidable casualty excepted, and shall surrender all keys for the leased premises to **Lessor** at the place then fixed for payment of rent. **Lessee's** obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

18. **Easements:** No representation on the part of the **Lessor**, or **Lessor's agent**, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescription, or covenants running with the land affecting the property or improvements, and to the extend only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County , Alabama, the **Lessee** takes possession hereunder charged with notice thereof, and is bound to recognize all rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to

indemnify and hold the **Lessor** harmless for any violations or breaches thereof by said **Lessee**.

19. **Lessor's Rights Cumulative:** The failure of the **Lessor** to insist, in any one or more instances, upon a strict performance of any of the covenants of the lease, or to exercise any option herein contained, shall not be construed as a waiver, or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the **Lessor** of rent with knowledge of the breach of any covenant hereof shall not be deemed to have been made unless expressed in writing, and signed by the **Lessor**.

20. **Severability:** If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

21. **Condition:** Nothing contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither **Lessor nor his agents** have made any representation or promises with respect to said building or the demised premises except as herein set forth.

22. **Inspection:** **Lessor**, or his agent, reserves the right to visit and inspect premises at all reasonable times, and **Lessor** shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspection, and/or for normal inspections and repairs and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last six (6) months of this lease to display "For Rent" signs on said premises.

23. **Safety:** If any Public Authority requires structural or other repairs or changes to the premises herein demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces); all or any of which are required by virtue of the **Lessee's** use of the property, then such changes, repairs, additions, etc. shall be promptly made after notice thereof, solely at the **Lessee's** expense, and upon the **Lessee** failing or refusing to do so, the **Lessor** (a) consider this lease in default, or (b) make such repairs, changes, additions, etc. at the **Lessee's** expense and such sum so expended together with interest thereon at the highest legal rate, shall be payable on demand and be secured as additional rent hereunder. **Lessee** shall be responsible for the proper care, use and maintenance of any smoke detector installed on the premises.

24. **Adjoining Property:** **Lessor** does not warrant any right to light, view, or air over adjoining property and any diminution shutting off of light, view or air by any structure which may exist or be erected adjacent to said building shall in no way affect this lease, or impose any liability on **Lessor**.

25. **Successors in Interest:** Every provision hereof application to the Lessor and every provision herein applicable to the Lessee shall also bind to and run in favor of “their respective successors in interest, heirs, executor, administrators or personal representatives” as fully as if said quoted word were inserted after the word “**Lessor**” and “**Lessee**” wherever they appear herein, except that the provision shall not permit the assignment of the lease, or subleasing of the premises except on the conditions here imposed.

26. **Mortgage:** This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building, and all advances made or hereafter to be made upon the security thereof. The **Lessor** binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgages or proposed mortgagee or by the **Lessor**. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage or not, the **Lessee’s** absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Lessee shall pay all rents and perform all duties required of **Lessee** hereunder.

27. “**Lessee**” **Defined:** The word “**Lessee**” includes the plural as well as the singular and if there be more than one **Lessee**, as breach of condition or default by any one shall, at the **Lessor’s** option, binds all of the Lessees equally under the terms of this lease. The term **Lessee** also included natural person, partnerships, and corporations or any combination thereof.

28. **Riders:** All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

29. **Assignment/Sub-leasing:** Each and every transfer or assignment of this lease or any interest herein by the **Lessee** shall be null and void, unless the written consent of the **Lessor** be first obtained, which consent shall not be reasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of this lease, with all the rights application thereof for any other default hereunder.

30. **Waiver of Exemptions:** In order to further secure the prompt payments of said rents, and when the same mature, and faithful performances by the **Lessee** of all the terms, conditions and covenants on the part of the **Lessee** herein, and all damages and costs that

the **Lessor** may sustain by reason of the violation of any of said terms, conditions and covenants on the part of the **Lessee** herein, the **Lessee** doe hereby waive any and all rights to claim personal property as exempt from levy and sale under the Constitution and laws of the State of Alabama or any other state.

31. Occupants: Guest(s) staying over 15 days without the written or verbal consent of **Lessor** shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written or verbal consent of **Lessor** obtained in advance.

32. Noise: **Lessee** agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

33. Condition of Premises: **Lessee** acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electric facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by **Lessor** are all clean, and in good satisfactory condition except as may be indicated elsewhere in this agreement. **Lessee** agrees to keep the premises and all items in good order and good condition and to immediately pay for cost to repair and/or replace any portion of the above damaged by **Lessee**, their guest and/or invitees ,except as provided by law. At the termination of this Agreement, all of the above items in this provision shall be returned to **Lessor** in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to **Lessor**. It is agreed that all dirt, holes, tears, burn, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

34. Alternations: **Lessee** shall not paint, wallpaper, alter, or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nail, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the **Lessor** except as may be provided by law.

35. Report to Credit/Tenant agencies: **Lessee** are hereby notified that a nonpayment, late payment or breach of any of the term of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

36. Attic: **Lessee SHALL NOT** enter the attic for any other reason other than an emergency. **Lessee SHALL NOT** store anything in the attic at any time for any reason.

37. PAYMENTS: WILL BE MADE OUT TO REAL PROPERTY HOLDINGS LLC

Please check with the Lessor for acceptable payment methods as they can change monthly to prevent additional fees from merchants or any other extended delivery times from merchants.

38. Lawn maintenance is the Lessee's responsibility. We will not provide any equipment or help with maintenance on the exterior of the leased space or joining spaces. If we find that the space is in need of care and the lawn needs serviced, we shall pay for such services and Tenant will be billed for such services along with a fee of an additional amount of \$50 plus the costs of the maintenance. We expect you to treat the property as your own and it shall be maintained accordingly. Initial below that you understand this paragraph.

Lessee's initials _____

CAUTION: IT IS IMPORTANT THAT YOU READ THE FOLLOWING CAREFULLY.

39. We are not responsible for lightbulbs or normal wear and tear such as air filters for the A.C. We will check to make sure these are replaced but they are the tenant's responsibility. The tenant can also send pictures of replacements at required replacement schedules. AC drain lines require a cup full of bleach poured into the line every 6 months. The tenant is responsible for this and will be responsible for any damages that occur from a backed drain line from the AC line due to not receiving bleach on regular 6-month intervals.

Lessee _____

40. If Lessee decides to and move out and purchase Real Estate then Lessee here by agrees to use Rashmi Lumpkin a licensed real estate agent with the state of Alabama for the purchase of a home or other Real Estate or if Lessee decides to use another realtor, then we can split commission with said realtor at a 50/50 split. This allows us to work with Lessee on the purchase of a home along with a smooth exit from lease to make the transaction easier. This agreement shall remain for the term of 5 years after written notice of move out has been received.

Lessee initials _____

Indemnity and Hold Harmless Agreement:

THE LESSEE WILL INDEMNIFY AND SAVE HARMLESS THE LESSOR, AND LESSOR'S AGRENT FROM ALL FINES, SUITS, CLAIMS, DEMANDS, AND ACTIONS OF ANY AGENT OR NATURE, BY REASON OF ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY CONDITION HEREOF ON PART OF THE LESSEE. THE LESSEE WILL INDEMENIFY, PROTECT AND SAVE HARMLESS THE LESSOR AND LESSOR'S AGENT, FROM THE LOSS, COST, DAMAGE, OR EXPENSE CAUSED BY INJURIES TO PERSON OR PROPERTY, WHILE IN, ON OR ABOUT SAID PERMISES HEREIN LEASED; AND ANY ALL PROPERTY OF SAID LESSEE WHICH MAY BE LOCATED OR STORED ON THE DEMISED PREMISES SHALL BE AT THE SOLE RISK OF SAID LESSEE.

_____ **Lessee's initials**

_____ **Lessee's initials**

The undersigned Lessee have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

Lessee's Signature _____

Date _____

Lessee's Signature _____

Date _____

Lessor's or Agent's Signature _____

Date _____