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| A. On or after the fourth (4 th) day of the month
in which due (4 th through and including the 10 th) | \$25.00 |
| B. After the 10 th day of the month
(11 th through and including the last day of the month) | 10% of the past due amount |

POSTMARK DATE IS NOT A FACTOR IN DETERMINING THE TIME OF LANDLORD'S RECEIPT OF RENT OR OTHER AMOUNT OR THE APPLICABILITY OF LATE CHARGES.

7. **RETURN CHECK CHARGE:** If Tenant shall deliver any check to Landlord for any amount due hereunder which is returned unpaid by Landlord's bank for any reason, Tenant shall pay a returned check charge equal to the maximum amount permitted by Alabama law as of the date the check is returned, and it is intended to, among other things, partially reimburse Landlord for its administrative and handling expenses associated with such returned check. (As of January 1, 2007, the maximum amount permitted by Alabama law, was the greater of either \$30.00 or an amount equal to the actual charge by the depository institution for the return of unpaid or dishonored instruments). Tenant also agrees that the foregoing returned check charge shall be in addition to any and all late payment charges as provided in this Agreement, and shall constitute additional rent. Also, upon the occurrence of such event, Landlord shall have the right with respect to any further payments due hereunder to demand that Tenant make all further payments due to Landlord hereunder in immediately available funds (i.e. cash, money order, cashiers check, wired funds, etc.)

8. **SECURITY DEPOSIT:** Tenant also agrees to deposit with Landlord prior to occupancy of the Apartment a sum equal to \$ _____, as a Security Deposit, which amount is not greater than one (1) month's rent. The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance and compliance of and with Tenant's obligations under this Agreement and all terms and conditions herein including, without limitation, the obligation of Tenant to pay rent hereunder (including both monthly rent and additional rent) and the amount of damages that the Landlord has suffered by reason of Tenant's non-compliance with the Act. Within 35 days after the expiration or termination of this Agreement, Landlord shall either: (a) return the entire Security Deposit to Tenant; or (b) if Landlord shall elect to apply the Security Deposit toward unpaid rent or damages suffered by Landlord as a result of non-compliance by Tenant with the Act, provide Tenant with a written itemized accounting of all amounts applied by Landlord as a result of Tenant's non-payment of rent or other non-compliance, together with any amount of the Security Deposit remaining after said application. Tenant acknowledges that, particularly due to the thirty-five (35) day notice/accounting/delivery requirement as provided above and that certain billings with respect to obligations of Tenant to Landlord may not have been received by Landlord prior to the expiration of such thirty-five (35) day period, Tenant may continue to be obligated to Landlord subsequent thereto and that Landlord's delivery of such notice/accounting to Tenant as contemplated above shall not constitute a waiver by Landlord of any such continuing obligations of Tenant. Upon the expiration or earlier termination of the Term, Tenant shall provide Landlord in writing with a valid forwarding address to which the Security Deposit (or unapplied remainder thereof) or itemized accounting, or both, may be mailed. If Tenant fails to so provide a valid forwarding address, Landlord shall mail by first class mail, the Security Deposit (or unapplied remainder thereof) or itemized accounting, or both, to the last known address of Tenant or, if none, to the Tenant at the address of the Apartment. The Security Deposit, or any portion thereof, unclaimed by Tenant, as well as any check outstanding, shall be forfeited by Tenant after a period of 180 days. Any refund check for all or any portion of the Security Deposit may, at Landlord's option, either be made payable in one (1) check to all individuals included in the definition of Tenant in this Lease, or as otherwise determined by Landlord (for example, for the convenience of Tenant, Landlord may, but shall not be obligated, to issue one (1) or more separate checks to the persons identified as Tenant hereunder). By execution hereof, Tenant consents to the method elected by Landlord with respect to the issuance of checks as contemplated above. Tenant agrees that the Security Deposit does not constitute rent and that the monthly rent must be paid each month, including the last month of the Term. Any interest or other income accruing in connection with the Security Deposit shall be the property of Landlord.

9. **CONDITION OF APARTMENT UPON DELIVERY.** It is Landlord's intention to deliver the Apartment upon the Commencement Date in a clean, good and habitable condition and otherwise in compliance with the Act. It is, therefore, Landlord's policy to perform certain work in the Apartment subsequent to the tenancy of the prior tenant in the Apartment and prior to the Term such as carpet cleaning, mechanical inspection and necessary maintenance/repair (for example, HVAC maintenance/repair), smoke alarm test, lock rotation, painting, etc. Upon delivery of the Apartment to Tenant and in order to confirm the delivery by Landlord to Tenant of the Apartment in clean, good and habitable condition and undamaged, Landlord shall provide Tenant with a checklist entitled "Move-In Condition and Inventory Form". Tenant shall, within three (3) days of the delivery of such checklist inspect the Apartment, indicate on the checklist any condition of any items or areas in the Apartment which, in Tenant's reasonable opinion, render the item, the area, or the Apartment uninhabitable or which are not clean or in good condition, or which appear to be damaged or in need of cleaning or repair (for example, if the carpet is stained, hole(s) exist in any of the walls, locks are broken or do not function, appliances are dirty or are not functioning, etc., these circumstances should be noted on the checklist). Tenant acknowledges the importance of carefully completing the checklist and returning it to Landlord within the three (3) day time period as the checklist shall serve as a "base-line" or guide for Landlord's use in determining any damages sustained to the Apartment during the Term and any repairs, cleaning, or refurbishing necessary as a result of Tenant's failure to care for and maintain the Apartment during the Term as required in this Agreement. Tenant acknowledges and agrees that Tenant's failure to fully and accurately complete the checklist (including, without limitation, failing to specify any defect in, or existing damage to, the Apartment) will be relied upon by Landlord as confirmation by Tenant that the Apartment has been delivered to, and accepted by, Tenant in good and habitable condition, undamaged, and otherwise in compliance with the Act. Tenant acknowledges that notations or comments made by Tenant on the checklist shall not constitute work orders or requests for repairs as these must be otherwise specifically communicated to Landlord.

10. **UTILITIES:** Tenant acknowledges that the building(s) in the Complex in which the Apartment is contained is so constructed that all utility services which Tenant shall require during the Term (including, without limitation, running water service and electrical service to heat the water and to provide heat to the Apartment) are available to the Apartment by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. TENANT AGREES TO MAKE APPLICATION FOR, ARRANGE FOR CONNECTION/INITIATION, AND PAY ALL CHARGES FOR, ALL UTILITIES AND OTHER SERVICES WHICH SERVE THE APARTMENT (INCLUDING, WITHOUT LIMITATION, ELECTRICAL AND WATER) FOR THE FULL TERM OF THE LEASE AND TO ARRANGE FOR OR DIRECT THAT THE DISCONTINUATION OF ANY OF SUCH SERVICES NOT BE EFFECTIVE UNTIL AFTER THE TERM. Tenant acknowledges and agrees that Landlord reserves the right to require Tenant, as a condition to the delivery of possession of the Apartment, and/or a condition to be satisfied within the first thirty (30) days of the Term, to provide reasonable confirmation or substantiation (for example, a receipt from each utility provider) that Tenant has arranged for the supply of utility services to the Apartment as required above. Tenant further acknowledges that, in order to protect and preserve the Apartment and the property, equipment and apparatus located therein, Landlord may enter into agreement(s) with utility service providers (for example, Alabama Power) to continue to provide utility service to the Apartment in the event service is discontinued, disconnected or interrupted during the Term either by Tenant voluntarily (for example, Tenant requesting discontinuation of service to be effective prior to the expiration of the Term) or involuntarily (for example, when a Tenant fails to timely pay a utility bill and service is disconnected as a result of such failure). Tenant agrees that, in any such event, Tenant shall promptly pay and reimburse Landlord, as additional rent, for any and all charges assessed by any utility service provider for periods included in the Term as a result thereof.

11. **INSURANCE:** During the term of this Lease, Tenant shall maintain in full force adequate hazard and/or rental insurance naming the Landlord / Owner as additional insured in the event of liability or damage to the leased premises or the property caused by Tenant's negligence or willful acts. TENANT ACKNOWLEDGES AND AGREES THAT: (A) IN NO EVENT SHALL LANDLORD BE REQUIRED TO INSURE ANY PERSONAL OR OTHER PROPERTY OF TENANT LOCATED WITHIN THE APARTMENT OR OTHERWISE AT OR UPON THE PROPERTY AT ANY TIME DURING THE TERM; (B) SUCH PERSONAL OR OTHER PROPERTY OF TENANT COULD BE DAMAGED, DESTROYED OR STOLEN DURING THE TERM; AND (C) CERTAIN ACCIDENTS, INCIDENTS OR OTHER EVENTS COULD ARISE OR OCCUR DURING THE TERM WHICH COULD RESULT IN INJURY, DAMAGE OR LIABILITY TO OR FOR TENANT OR OTHERS. THEREFORE, LANDLORD STRONGLY ADVISES AND RECOMMENDS THAT TENANT OBTAIN RENTER'S INSURANCE OR OTHER AVAILABLE INSURANCE COVERAGE INSURING AGAINST EVENTS REFERENCED ABOVE OR ANY OTHER INSURABLE OCCURRENCES, EVENTS, ACCIDENTS OR INCIDENTS.

12. **USE:** Tenant agrees to continuously use the Apartment during the Term only as a personal residence of only those persons included as Tenant herein. Tenant agrees not to commit or to permit any act or practice injurious to the Apartment, Landlord's property contained therein, or the Property, which may result in injury or damage, be unreasonably disturbing to other residents, or which may affect the insurance risk factor at the Apartment or the Property, or which may be otherwise prohibited by, or which shall violate, any Laws, including, without limitation, any laws relating to or regulating the environment or zoning and/or which prohibits any more than three (3) unrelated persons from occupying the Apartment. Landlord reserves the right to prohibit Tenant from permitting visitors to sleep at the Apartment, and Tenant's breach of this prohibition shall constitute a material default/breach under this Agreement.

13. **USE OF EXTERIOR:** This Agreement confers no rights on Tenant to use for any purpose any of the Property of Landlord other than the interior of the Apartment hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Landlord may from time to time

designate for the use of residents. When the use by Tenant of any other portion of the Property is permitted, it shall be subject to the Rules and Regulations.

14. **NO ALTERATIONS BY TENANT:** Tenant agrees not to alter the Apartment in any manner except with Landlord's prior written consent. Without in any way limiting the generality of the foregoing, Tenant agrees not to paint, wallpaper, remodel, make any structural changes, remove or attach any fixtures, install any hook, plant hanger or other apparatus in the ceilings, place tape of any kind on any walls, cause holes to be nailed in any wallpaper, cover windows with foil, cardboard or any other material or, except to extent that Landlord is required to permit the same by the Federal Communications Commission ("FCC"), install any exterior satellite dishes, receivers, antennae, etc. on the exterior of the Apartment, and then only as specifically permitted by the FCC.

15. **TENANT'S DUTY TO MAINTAIN APARTMENT AND OTHER PROPERTY DURING TERM,** For and during the Term, Tenant shall maintain the Apartment and Landlord's property located therein (for example, appliances, fixtures, etc. and, if applicable, any appliances leased from Landlord by Tenant pursuant to any Appliance Rental Agreement) in compliance with the Act (including without limitation §35-9A-301 thereof) and all other applicable Laws, and shall otherwise abide by and comply in all respects with all other terms and conditions herein, or incorporated herein, which in any way relate or apply to the occupancy by Tenant of the Apartment during the Term, and without limiting the generality and broad nature of the foregoing to, without limitation, (a) comply with the requirements of applicable building and housing codes materially affecting health and safety (b) keep the Apartment clean and safe; (c) dispose of all garbage, rubbish and other waste in a clean and safe manner; (d) keep all plumbing fixtures in the Apartment or used by Tenant clear; (e) use all electrical, plumbing, sanitary, heating, ventilation, air condition, and other facilities and appliances located in or serving the Apartment in a reasonable manner including, without limitation, the regular changing of air filters; (f) not damage, destroy, deface or impair the Apartment, any of Landlord's property located therein, or, if applicable, any appliances leased from Landlord pursuant to an Appliance Rental Agreement, remove any of the same from the Apartment, nor shall Tenant knowingly, recklessly or negligently permit any person to do any of the above; and (g) to conduct himself/herself in a manner that will not disturb the peaceful enjoyment of the occupants/tenants of their apartments at the Property, and to require other persons in the Apartment with Tenant's consent, to do the same. In furtherance of the above, and in order to assist Tenant with the compliance of its obligations under this paragraph of this Lease, as well as the obligations otherwise contained in this Lease, the Application contained a request by Tenant for Landlord to provide Tenant with guidelines for the care and maintenance of the Apartment during the Term and also with respect to the condition of the Apartment as of the surrender of the Apartment to Landlord upon the expiration or termination of the Term. As so requested by Tenant, a copy of such guidelines are attached hereto as Exhibit "A", incorporated herein by reference, and sometimes referred to herein as the "Care and Maintenance Guidelines". Tenant acknowledges and agrees that: (a) Tenant has carefully reviewed and fully understands the Care and Maintenance Guidelines; (b) the Care and Maintenance Guidelines are fair, reasonable and helpful to Tenant; (c) Tenant will comply with and abide by the same; and (d) that the Care and Maintenance Guidelines constitute a fair and reasonable "benchmark" for: (1) the determination of Tenant's compliance with Tenant's obligation to maintain the Apartment and Landlord's other property during the Term and the condition in which Tenant shall return the same to Landlord upon the expiration or termination of the Term; and (2) one (1) of the methods of the determination of any amount of the Security Deposit to be returned to Tenant and damages caused by Tenant or other persons to the Apartment, or Landlord's other property, during the Term.

16. **SECURITY:** Tenant acknowledges and understands Tenant's responsibility for the security of Tenant and Tenant's guests or invitees while in or around the Apartment and the Property and also for Tenant's personal and other property located within or around the Apartment, or on the Property adjoining the Apartment owned by Landlord (for example, vehicles in parking lot, bicycles on sidewalks, etc.) at any time during the Term. Tenant agrees to make Tenant's own determination as to, and acknowledges and understands responsibility for, the security of doors, locks, windows, window locks, and any other portions of the Apartment, as well as the activities of Tenant in or around the Complex.

17. **COMPLIANCE WITH ACT AND OTHER LAWS:** Tenant shall, for and during the Term, strictly comply with, and shall not violate, any Laws which are applicable to the occupancy, residency, or use of the Apartment, the Property, and all areas adjoining the Apartment which are owned by Landlord, by Tenant and Tenant's guest and invitees. Any fines or penalties imposed by any third party (for example, a governmental entity) as a result of the non-compliance by Tenant, or Tenant's violation, of or with any Laws, shall be Tenant's obligation and Tenant shall indemnify and hold Landlord harmless from and against any of the same, as additional rent.

18. **RIGHT OF ACCESS/ENTRY:** Tenant consents and agrees that Landlord, or any person authorized by Landlord, shall have the right to access/enter the Apartment to inspect, to make necessary or agreed repairs, decorations, or alterations, to supply necessary or agreed services (including, without limitation, and also, for example, pest control/extermination services), to display or exhibit the Apartment to prospective or actual tenants, purchasers, mortgagees, workmen or contractors. In all other instances or situations which permit Landlord with the right of access under the Act, or other applicable Laws. Except: (a) in cases of emergency, the existence of which shall be determined in Landlord's reasonable discretion and with respect to which Landlord shall not be required to provide notice; (b) instances where it is impracticable, in Landlord's reasonable discretion, to do so; (c) instances with respect to which Tenant has requested Landlord, or its agents, to enter the Apartment (for example, entry upon a request by Tenant for repairs); and (d) entries allowable under the Act or under other applicable Laws, which either do not require notice or notice is deemed to be received by Tenant, or delivered by Landlord pursuant to the applicable provision of the Act or other applicable Laws, or other reasonable means, Landlord, or its designees, shall provide notice to Tenant prior to entry by providing at least two (2) days notice of Landlord's intent to enter. Such notice may be accomplished by the posting of a note on the front door of the Apartment or by other reasonable means. Tenant acknowledges: (a) that it is necessary for Landlord to provide certain regular and recurring services and work in the Apartment; and (b) that the performance of such services and work are beneficial to Tenant's enjoyment of the Apartment and also serve to assist and monitor Tenant with respect to Tenant's responsibilities for the Care and Maintenance Requirements and to otherwise care for and maintain the Apartment, all of which are beneficial to Tenant. A tentative, general and estimated schedule of such regular and recurring activities is included in the Rules and Regulations or as may otherwise be provided to Tenant during the Term. Tenant hereby acknowledges Tenant's familiarity with such general, tentative and estimated schedules, consents to the reasonableness of the same, and acknowledges, agrees and encourages Landlord to enter the Apartment in accordance with such general, tentative and estimated schedules without the necessity of further notice by Landlord, or its designee. Tenant acknowledges that, in the course of an entry by Landlord, or its designee, in accordance with this Lease, the Act or other applicable Laws, Landlord or Landlord's designee may discover or become aware of violations of this Lease, the Rules and Regulations and/or the violation, or apparent violation, of certain Laws and, while the entry is not for the purpose of such discovery, the Landlord or Landlord's designee may deem it necessary (or may even be required by applicable Laws) to report the existence of the same. Tenant acknowledges and agrees that, if Tenant refuses lawful access to Landlord, the Landlord remedies available under the Act including, without limitation, the right to recover actual damages.

19. **CASUALTY LOSS:** If the Apartment is damaged by fire or other casualty which is not caused by the Tenant or Tenant's guests, visitors, invitees, or subtenants, and to the extent Tenant's enjoyment of the Premises is substantially impaired, Tenant may: (a) immediately vacate the Apartment and notify Landlord in writing within fourteen (14) days of such fire or other casualty of Tenant's intention to terminate this Agreement, in which case this Agreement shall terminate as of the date Tenant vacates the Apartment; or (b) if occupancy of the Apartment shall be in compliance with applicable Laws, vacate any part of the Apartment rendered unusable by the fire or casualty, in which case the Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Apartment, as determined in the reasonable discretion of Landlord.

20. **EMINENT DOMAIN:** If the whole or any part of the Apartment shall be taken by any public authority under the power of eminent domain, then the Term of this Agreement shall cease and the rent shall be payable up to that date. All monies paid by any governmental authority in connection with said eminent domain proceeding shall be the sole property of the Landlord.

21. **ASSIGNMENTS AND SUBLEASES:** Tenant shall not assign this Agreement or sublease the Agreement, and any attempts to do so shall be void and invalid, without the prior written consent of Landlord. Should Tenant desire to assign or sublease, Tenant shall complete and return to Landlord a form entitled: "Request to Sublease or Assign" together with an administrative fee of \$50.00 payable to Authorized Landlord Agent, together with rental applications of the proposed subtenant or assignee, and any other information or documentation as Landlord shall request. Upon receipt of such forms and other requested information and/or documentation, Landlord will consider the same and will notify Tenant of Landlord's granting or denial of Tenant's request. As one of the possible conditions to any approval by Landlord, Landlord may require that any assignment or sublease be made on Landlord's required sublease or assignment form. Further, certain commissions and/or assignment fees may be charged by Landlord or Authorized Landlord Agent depending on the involvement of Landlord or Authorized Landlord Agent in connection with the sublease or assignment. Typically, this commission is 10% (minimum \$100.00) or 5% (minimum \$50.00) of the remaining rent due under your lease with the former percentages being applicable if the subtenant or assignee is procured by, on with the assistance of, the Landlord or Authorized Landlord Agent and the latter being applicable if the subtenant or assignee is procured by Tenant without any assistance from Landlord or the Authorized Landlord Agent. Such commissions or fees are payable upon execution of the sublease or assignment form and the specific terms and conditions of any sublease or assignment, and the amount of the commission or assignment fee due and payable, shall be as contained in the sublease or assignment forms. Tenant agrees and acknowledges that notwithstanding any such consent granted by Landlord, neither Tenant nor any Guarantor hereunder shall be released or relieved from any liability or obligation as a result of any assignment or sub-lease.

22. **ABANDONMENT:** Tenant acknowledges that Tenant's continued and uninterrupted occupancy of the Apartment and compliance with the terms of this Agreement (including, without limitation, the Care and Maintenance Guidelines and the Rules and Regulations) are important to both Tenant and Landlord for various reasons, including, without limitation: (a) the protection and preservation of the Apartment and its appliances, contents, equipment (for example, plumbing, heating and electrical) and for other property including Tenant's property and; (b) the enjoyment of the Apartment by Tenant and Landlord's other tenants at the Property. Therefore, Tenant agrees that Tenant shall not vacate or abandon the Apartment during the Term and to continuously reside in the Apartment during the Term as Tenant's personal residence. Tenant further acknowledges and agrees that Tenant's violation of this paragraph of this Agreement shall constitute a material noncompliance by Tenant of the terms of this Agreement. Without limiting the generality of the foregoing, but rather in addition thereto, Tenant acknowledges and agrees that, in the event that Tenant shall be absent from the Apartment at any time during the Term for any period which shall be in excess of fourteen (14) days: (a) Tenant shall provide Landlord with written notice of such anticipated absence no later than the fifth (5th) day of such absence (and if Tenant fails to do so, Landlord may, in addition to other remedies available to Landlord under this Lease (to the extent allowable under the Act or other applicable Laws) and any other remedies available under the Act or other applicable Laws, regardless of whether the same are contained in this Lease, recover actual damages from Tenant; and (b) Landlord may enter the Apartment at times reasonably necessary including, without limitation, entry in order to engage in such activities as Landlord shall deem reasonably necessary in order to preserve and maintain the Apartment and Landlord's other property.

23. **LANDLORD REMEDIES FOR DEFAULT BY TENANT:** (a) Except as provided in the Act, if there is a material noncompliance by the Tenant with this Agreement including, without limitation, any noncompliance with Section 35-9A-301 of the Act materially affecting health and safety, the Landlord may deliver a written notice to terminate this Agreement to the Tenant, which notice shall specify the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is not remedied within the fourteen (14) days after receipt of the notice to terminate this Agreement, this Agreement shall terminate on the date provided in the notice to terminate unless the Tenant adequately remedies the breach before the date specified in the notice, in which case this Agreement shall not terminate.

(b) If rent is unpaid when due and Tenant fails to pay rent within seven (7) days after receipt of written notice to terminate this Agreement for nonpayment and if the rent is not paid within the seven (7) day period, the Landlord may terminate this Agreement at the expiration of the seven (7) day period. If a noncompliance of the Agreement occurs under both subsection (a) and this subsection (b), the seven (7) day notice period to terminate this Agreement for nonpayment of rent in this subsection (b) shall govern.

(c) Except as provided in the Act, Landlord may recover actual damages and obtain injunctive relief for noncompliance by the Tenant with this Agreement or non compliance with Section 35-9A-301 of the Act materially affecting health and safety. If the Tenant's noncompliance is willful, the Landlord may recover reasonable attorney's fees.

(d) Further, if this Agreement is terminated, Landlord shall, pursuant to Section 35-9A-426 of the Act, have a claim for possession and for rent and a separate claim for actual damages for breach of this Agreement and reasonable attorney fees as provided in Section 35-9A-421(c) of the Act.

(e) Tenant acknowledges that the damages to which Landlord is entitled to recover hereunder include, without limitation, the following:

(1) (A) the worth at the time of the award of the unpaid rent and other charges which Landlord had earned at the time of the termination; (B) the worth at the time of the award of the amount by which the unpaid rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (C) the worth at the time of the award of the amount by which the unpaid rent and other charges which Tenant would have paid for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of reletting, including necessary renovation or alteration of the premises. As used in subparts (A) and (B) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum lawful rate. As used in subpart (C) above, the "worth at the time of the award" is computed by discounting such amount at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate; (2) Landlord may elect to collect all rent due hereunder as and when the same shall become due; and/or (3) Landlord may pursue any other remedy now or hereafter available to Landlord under applicable Laws.

(2) TENANT ACKNOWLEDGES THAT THE MEASUREMENTS OF DAMAGES SET FORTH IN (1) ABOVE ARE NOT EXHAUSTIVE AND REPRESENT ONLY SOME OF THE DAMAGES WHICH LANDLORD MAY BE ENTITLED TO RECOVER.

(f) In order to entitle Landlord to re-enter the premises, it shall not be necessary for Landlord to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for same, and it shall be so construed, any Laws, usage or custom to the contrary notwithstanding.

(g) If Tenant's right to possession is terminated and Landlord relets the premises on account of Tenant, Landlord shall not be required to place the relet premises ahead of other vacant units for rental or accept any tenant offered by Tenant that does not meet normal residency qualification standards, but will make reasonable efforts to mitigate Tenant's damages.

24. **TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, the Act, other applicable Laws, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; (b) comply with all Care and Maintenance Guidelines; and (c) fulfill or perform the following duties:

1. remove all items of personal property that are not the property of the Landlord prior to the 10:00 a.m. check-out time on the Expiration Date (any such property not removed will be deemed abandoned) and Landlord shall have the right to remove the same from the Apartment (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Apartment, Landlord shall have no obligation to store any of the same beyond a period of fourteen (14) days);
2. immediately vacate the Apartment at the time of said expiration or termination;
3. return the Apartment to Landlord in substantially the same or better condition as the Apartment existed when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;
4. pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
5. return all keys to the Apartment to Landlord;
6. remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to, boats, trailers, motor vehicles, campers, and any other items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above); and
7. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Agreement.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 8 above, and, if permitted by the Act, actual damages.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) THE ACT MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH MAY BE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR

(ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEY'S FEES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE APARTMENT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

As a convenience to Tenant and in order to assist Tenant in the performance of Tenant's obligations under this Agreement upon the expiration or termination of the Term, Tenant hereby requests and authorizes that Landlord shall perform, or shall cause to be performed, the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): carpet cleaning, re-painting and basic apartment cleaning, such Requested Post Term Services to be similar to some of those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services shall be payable by Tenant to Landlord as additional rent (the liability for which shall accrue during the Term, but which shall not become payable until the Requested Post Term Services are performed) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Agreement. Tenant acknowledges that the performance of the Requested Post Term Services are not in lieu of the obligations of Tenant to otherwise perform its obligations under this Agreement including, without limitation, the obligations of Tenant to comply with the Care and Maintenance Guidelines, but rather are being performed, or Landlord will cause the same to be performed, because Tenant has requested the same as a convenience and in order to assist Tenant.

25. **SUBORDINATION:** This Agreement is subject and subordinate to the lien of all mortgages now or at any time hereafter placed upon any part of the Property which includes the Apartment, as well as to extensions or renewals thereof, and to all advances now or hereafter made on the security thereof. Tenant agrees, on request, to execute such further instruments evidencing such subordination as Landlord may request and, if Tenant fails to do so, Landlord is empowered (and is irrevocably appointed as Tenant's attorney-in-fact) to do so in the name of Tenant.

26. **NON-WAIVER:** Except as may be limited by the Act, if in one or more instances the Landlord fails to insist that the Tenant perform any of the terms of this Agreement, such failure shall not be construed as a waiver by the Landlord of any provision of this Agreement or of any past, present or future default, and the obligations of both parties under this Agreement shall continue in full force and effect.

27. **NOTICE:** Except as otherwise provided in the Act, any notice required to be provided to Landlord hereunder, or which Tenant otherwise desires to provide to Landlord, shall be in writing and shall be deemed delivered to Landlord if either (a) actually delivered to the Authorized Landlord Agent at its address set forth herein; or (b) mailed to the Authorized Landlord Agent via U.S. registered mail, return receipt requested, at such address. Tenant acknowledges that, except as otherwise provided in the Act, any notice required to be provided by Landlord to Tenant hereunder, or which Landlord otherwise desires to provide to Tenant, shall be deemed delivered if either: (a) delivered in hand to Tenant, or placed on the front door of the Apartment; (b) upon expiration of three (3) days after the mailing to Tenant with adequate prepaid postage at the Apartment during the Term (which Landlord address Tenant agrees shall be considered as Tenant's last known place of residence during the Term).

28. **REQUIRED AGENT DISCLOSURE.** As required by Section 35-9A-202 of the Act, the Authorized Landlord Agent is authorized by Landlord to enter into this Agreement on behalf of Landlord and is further authorized to act for and on behalf of the Landlord for the purpose of service process and receiving of notices and demands. The address of the Authorized Landlord Agent is 1641 N. McFarland Blvd., Tuscaloosa, Alabama 35406. Landlord reserves the right to change the identity and address of the Authorized Landlord Agent at any time and to notify Tenant of any such change.

29. **MERGER:** This Agreement, together with all Exhibits attached hereto and the Application, constitutes the entire agreement between the parties, and this Agreement shall supersede all prior oral or written understandings. Each of the terms of the Agreement between the parties is expressly set out herein, or in said Exhibits, and no oral representation or agreement has been relied upon by either party as an inducement to entering into this Agreement. Except as specifically set forth in this Agreement or in the Exhibits attached hereto and the Application, or in the Act, Landlord shall otherwise not be bound or obligated.

30. **RULES AND REGULATIONS:** Tenant agrees that Tenant, and Tenant's family, guests and subtenants, will abide by all of the Rules and Regulations which relate to the Apartment and/or the Property, a copy of which are attached hereto as Exhibit "B". To the extent the Apartment is included in a Condominium (in other words, the Apartment is 2 units in a condominium), a copy of the existing rules and regulations of the condominium association ("Association Rules and Regulations") are attached hereto as Exhibit "B-1" and the same are also included in the definition of Rules and Regulations herein. Said Rules and Regulations are specifically assented to by Tenant and incorporated herein by reference. By signing this Agreement, the Tenant acknowledges that the Landlord has provided to the Tenant a copy of the Rules and Regulations, that Tenant has read and understands the same and that Tenant acknowledges that the Rules and Regulations are fair and reasonable and in the best interest of Tenant and the other residents at the Property. The Rules and Regulations may be modified from time to time in the reasonable discretion of Landlord. If so modified, Landlord will provide Tenant with notification. To the extent that any modification works or results in a substantial modification of this Agreement, Tenant may be asked to provide written consent to such modification. Tenant acknowledges that any Association Rules and Regulations may be modified from time to time without any notice, consent or input from Landlord or Tenant, but that Tenant shall comply with any such modification nevertheless. To the extent that any Association Rules and Regulations conflict with the Rules and Regulations attached as Exhibit "B", the conflicting provision of the Association Rules and Regulations shall prevail and control.

31. **REPAIR REQUESTS:** Tenant shall promptly notify Landlord in writing of any items or matters in the Apartment which Tenant believes to be in need of repair or service by Landlord.

32. **TENANTS AND GUARANTORS:** The term "Tenant" as used in this Agreement shall refer collectively to all persons named and signing this Agreement as "Tenant" or "Guarantor", the use of the singular shall include the plural, the liability of each person shall be joint and several, and the agreement, action, inaction, instructions, or directions of or by any person included as a "Tenant" or "Guarantor" hereunder with respect to this Agreement or the Apartment shall bind each and every such person included in such definition. For example, a person who is included as a "Tenant" hereunder may accept responsibility for completion of the checklist entitled "Move-In Inspection Form". In this example, each and every person executing this Agreement as "Tenant" shall be bound by the action or inaction taken by such person with respect thereto. By way of another example, the providing by one person who is included as a "Tenant" hereunder of an address to which notices or deliveries to Tenant should be or may be made hereunder (including, without limitation, a forwarding address to which any security deposit refund or itemization with respect thereto may be mailed or delivered) shall be binding upon each and every person included as a "Tenant" hereunder. By way of another example, should a person included as a "Tenant" hereunder violate any term or condition of this Agreement, each and every person included as a "Tenant" shall be responsible for such violation. As a convenience to the individuals included as "Tenant" hereunder, Landlord may accept rent payments from one (1) or more of such individual(s) which may be less than the total amount(s) due. Any such payment(s) shall not constitute a release of the person(s) making such payment(s) or any other person(s) included in the definition of "Tenant" or "Guarantor" from the remaining amount(s) due hereunder. Notice given by Landlord to any person executing this Agreement shall bind and constitute notice to all persons defined as "Tenant" or "Guarantor" herein.

33. **JURISDICTION; VENUE; WAIVER OF JURY TRIAL:** The Laws of the State of Alabama including, without limitation, the Act, shall govern this Agreement and its interpretation and enforcement. The parties hereby agree that the exclusive forum for any legal dispute relating directly or indirectly to this Agreement, the Apartment or the Complex shall be a state court of competent jurisdiction located in Tuscaloosa County, Alabama, and that such county shall be the exclusive venue for any dispute. TENANT AND GUARANTOR EACH WAIVE (AND WILL NOT REQUEST) ANY TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER ON OR WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, THE OBLIGATIONS OF LANDLORD, TENANT OR GUARANTOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.

34. **STRICT NO PET POLICY:** PETS AND OTHER ANIMALS ARE EXPRESSLY PROHIBITED (EVEN IF ONLY PRESENT FOR A VISIT). SHOULD THIS PROHIBITION BE VIOLATED FOR ANY LENGTH OF TIME AND EVEN WITHOUT KNOWLEDGE OF ONE (1) OR MORE OF THE PERSON(S) INCLUDED IN THE DEFINITION OF TENANT HEREIN, TENANT SHALL BE OBLIGATED TO PAY LANDLORD A FEE, AS ADDITIONAL RENT, OF \$500.00 PER VIOLATION AND SUCH VIOLATION SHALL CONSTITUTE A MATERIAL BREACH OF THE OBLIGATIONS OF TENANT UNDER THIS AGREEMENT AND SHALL RESULT IN THE ABILITY OF LANDLORD TO EXERCISE ALL AVAILABLE REMEDIES UNDER THIS AGREEMENT, THE ACT OR OTHER APPLICABLE LAWS AS A RESULT OF SUCH MATERIAL BREACH. ADDITIONALLY, TENANT SHALL BE OBLIGATED TO LANDLORD FOR ALL DAMAGES CAUSED TO THE APARTMENT BY PETS OR OTHER ANIMALS AND/OR THE VIOLATION OF THIS EXPRESS PET PROHIBITION. TENANT ACKNOWLEDGES THAT THIS IS AN EXTREMELY IMPORTANT PROVISION OF THIS AGREEMENT. NEITHER THE ASSESSMENT BY LANDLORD, NOR THE PAYMENT BY TENANT, OF ANY FEES PURSUANT TO THIS PROVISION SHALL CONSTITUTE PERMISSION FOR TENANT TO ALLOW OR PERMIT ANY PET OR ANIMAL IN THE APARTMENT AT ANY TIME.

35. **DEFINITION OF LAWS.** As used herein, the term "Laws" shall mean any and all laws, rules, regulations, ordinances, directives, orders and other matters enacted, promulgated, in force or effective by, for or with respect to any federal, state, local or other government, governmental authority, tribunal, agency or other body, and any political or other division or subdivision of any of the same including, without limitation, the Act.
36. **RELEASE OF LANDLORD LIABILITY UPON CONVEYANCE.** Upon any conveyance of the Property in a good faith sale to a bona-fide purchaser, and upon notice thereof to Tenant, Landlord shall, except with respect to security recoverable by Tenant under §35-9A-201 of the Act and any prepaid rent, be relieved of any and all liability under the Agreement and the Act as to all events occurring thereafter.
37. **BINDING AND JOINT AND SEVERAL OBLIGATIONS OF GUARANTORS.** By execution of this Agreement, each and every of the undersigned Guarantors: (a) agree to personally and jointly and severally guarantee the payment and performance of each and every duty, requirement, liability and obligation of each and every person included in the definition of "Tenant" under this Agreement; (b) acknowledge and agree that the above agreement by Guarantors constitutes a material inducement to Landlord to enter into this Agreement; and (c) that good and valuable consideration has been received by them.
38. **INDEMNIFICATION.** Tenant agrees to indemnify and hold Landlord, its members, owners, managers, agents, and representatives (and each and every agent, representative, contractor and employee of any of the foregoing) harmless from and against all liability, damage, claim, obligation, cost or expense (including, without limitation, attorneys fees and/or costs of defense incurred in efforts or actions defending any incidents or matters with respect to which Landlord is indemnified against in this Agreement, or enforcing this indemnification) which arise, occur or exist as a result of any activities engaged in by Tenant or any guests, invitees or visitors of Tenant during the Term.
39. **OBLIGATIONS TO SURVIVE.** Each and every obligation, liability and duty of Tenant and/or Guarantor which shall become due, or shall accrue, prior to the expiration or earlier termination of this Agreement, and the liability and obligations of Tenant to pay all cost, expense and damage arising as a result of Tenant's failure to pay or perform same, shall survive such expiration or earlier termination hereof.
40. **ALARM CODES.** In the event the Apartment is equipped with any security/alarm system, Tenant shall provide Landlord with all alarm/security codes and other entry information.
41. **OTHER CHARGES.** Tenant shall pay any governmental levy, license fee, or lease receipts fee taxed, charged, assessed or imposed by reason of Tenant's occupancy of the Apartment, or the rent received by Landlord from Tenant in connection with such leasing
42. **MISCELLANEOUS.**
- (a) Each party shall execute such additional instrument as may be reasonable required by another party to carry out the intent of this Agreement.
 - (b) Any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
 - (c) This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing, duly executed by all of the parties.
 - (d) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement.
 - (e) All personal pronouns used in this Agreement shall include all genders, whether used in the masculine, feminine, or neuter gender. Singular nouns and pronouns shall include the plural, as may be appropriate, and vice versa.
 - (f) All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereon are held to be invalid or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.
 - (g) This Agreement shall bind the parties and their heirs, successors, assigns, next of kin, and personal representatives of Tenant and Guarantors. This Agreement shall inure to the benefit of the successors and assigns of Landlord.
 - (h) Time is of the essence as to each provision of this Agreement.
 - (i) This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
 - (j) The terms "party" and "parties" refer to the parties of this Agreement, unless otherwise stated.
 - (k) References to paragraphs, subparagraphs, and like subdivisions are references to such subdivisions of this Agreement, unless otherwise stated.
 - (l) Terms such as "hereof", "hereto", "hereunder", "herein", and the like refer to the entire Agreement and not only to the subdivision in which such terms appear.
 - (m) "Shall", "will", and "agrees" are mandatory; "may" is permissive.
 - (n) The remedies available to Landlord hereunder shall be cumulative and Landlord may pursue one or more of such available remedies without waiving the right to later pursue any other available remedies.
 - (o) The terms, conditions and provisions of the Exhibits attached hereto and the Application are incorporated herein by reference, are merged herein, and are a part of this Agreement.
 - (p) The execution of this Agreement by one (1) or more of the persons included as "Tenant" or "Guarantor" hereunder, but less than all of the same, shall bind the person(s) executing this Agreement notwithstanding that one (1) or more of such person(s) included in such definition fail to so execute.
 - (q) The obligation of Tenant hereunder which become due, or accrue, during the term, but which are not fully performed by tenant during the Term shall survive the expiration or earlier termination of the Term.
43. **ADDITIONAL PROVISIONS.** If applicable, any additional provisions shall be contained on Exhibit "C" which shall, if attached, be incorporated herein by reference and shall be a part of this Agreement. If Exhibit "C" is not attached, there are no Additional Provisions.

(Signature Page Follows)

In witness whereof, the parties have executed this Agreement herein below.

IMPORTANT NOTICE TO TENANT AND GUARANTOR:
THIS IS A CONTRACT AND IT IS LEGALLY BINDING UPON YOU.
READ IT CAREFULLY AND UNTERSTAND IT BEFORE SIGNING.

LANDLORD:

--

BY: _____

ITS: _____

TENANT

GUARANTOR

ADDRESS: _____

TENANT

GUARANTOR

ADDRESS: _____

TENANT

GUARANTOR

ADDRESS: _____

TENANT

GUARANTOR

ADDRESS: _____

The VILLAGE at BROOK MEADOWS

**1641 NORTH MCFARLAND BLVD., SUITE A-1
TUSCALOOSA, ALABAMA 35406**

STATE OF ALABAMA
Tuscaloosa County

ADDENDUM TO THE LEASE AGREEMENT

(This Addendum is a part of the signed Lease Agreement and incorporated herein by reference)

1. **NO PET POLICY:** Resident may not have or permit to be kept any animal or pet on the premises. **If at any time** any wild or domestic animal or pet is found to be on or about premises for any length of time with or without knowledge of the Resident and regardless of the ownership of such animal or pet, Resident agrees to pay an additional fine of **five hundred dollars (\$500.00) per incident for each animal or pet.** However, payment of such additional fine shall not be construed as permission of Management for Resident to keep or permit to be kept any animal or pet on premises. The evidence of a pet on the premises will constitute a breach of the lease agreement and resident will be subject to all remedies of default in the lease agreement. In addition, any security deposits held by Management will be automatically forfeited. Resident agrees to sign a NON PET ADDENDUM, which is made part of this lease. The definition of a pet is left solely to Management's discretion.
2. **LEASE EXPIRATION/NOTICES:** At the expiration of the original term of this lease, the Lease will **not** be automatically extended for a similar period, regardless of any holding over by Resident. (Management will consider any resident who stays after 3:00 P.M. on the expiration date of the lease agreement a holdover Tenant). In the event the resident is a holdover tenant, he/she agrees to pay to Management foreseeable damages caused by the holdover residency. **RESIDENT HEREBY AGREES TO GIVE TO MANAGEMENT WRITTEN NOTICE OF RESIDENT INTENTION TO VACATE AT THE EXPIRATION DATE OF THIS LEASE BY JANUARY 15TH, 2008.** If no written notice to vacate is given to Management on or before JANUARY 15TH, 2008 of the expiration date and time of the lease agreement, Management may, at its option, assume that the Resident will not be renewing the lease. Resident hereby agrees that if said premises are not vacated on or before the expiration date and time, Management may, at its option, consider Resident in default of lease and **no deposit refund** will be made. Resident will be charged for an unprorated \$100.00 per day fee. All notices in connection with this lease must be given in writing and notices not given in writing will be considered void and without effect. Any notice from Management to Resident may be delivered to the Resident in person or by leaving it in the leased premises or by ordinary or registered mail and any notice so delivered will be considered the same as if it had been delivered to the Resident in person.
3. **SALE:** Lessor reserves the right to cancel this lease by giving 60 days written notice in the event a sale is made of the premises. In the event this Lease has been executed preliminary to Owner receiving title to the premises, and the anticipated closing on the same should thereafter fail to occur for any reason, the Lease shall become null and void.

Tenant	Date
Tenant	Date
Tenant	Date
Tenant	Date

BY: _____
Cornerstone Management as agent for the Lessor

The undersigned, in consideration of the above referenced lease between Resident and Management, as agent for the Owner and as an inducement thereof, guarantees the payment of rent to be paid by the Resident and the performance of the Resident of all terms, conditions, covenants and agreements of the lease, and the undersigned agrees to pay all the Management's expenses, including attorney fees and court costs incurred by Management in enforcing all obligations of the Resident under the lease or incurred by Management in enforcing this guaranty.

Guarantor Name	Date
Guarantor Name	Date
Guarantor Name	Date
Guarantor Name	Date

EXHIBIT LIST

Exhibit "A"	Care and Maintenance Guidelines
Exhibit "B"	Rules and Regulations
Exhibit "B-1"	Condominium Association Rules and Regulations (if applicable)
Exhibit "C"	Additional Provisions (if applicable)