

ALABAMA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (the "Premises"):

The Premises is described as:

☐ Single-Family Home

☐ Apartment

☐ Condominium

☐ Duplex

☐ Other: _____

II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Agreement shall begin on the _____ day of _____, 20____ and end on the _____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Terminate unless a new agreement is signed.

☐ Convert to a month-to-month tenancy.

☐ **MONTH-TO-MONTH:** This Agreement shall begin on the _____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

III. RENT

The Tenant shall pay the Landlord the sum of \$ _____ per month as Rent.

The Rent is due on the _____ day of each month (the "Due Date").

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Credit Card

☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Rent payments shall be sent to the Landlord at the following address (if different from above):

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall pay the Landlord a Security Deposit in the amount of \$ _____ .

Pursuant to **Alabama Code § 35-9A-201**, the Security Deposit shall not exceed the amount of one month's periodic rent, unless the deposit is for a pet, changes to the premises, or increased liability risks.

The Landlord shall return the Security Deposit, less any deductions for damages or unpaid rent, to the Tenant within sixty (60) days after the termination of the tenancy and delivery of possession. The Landlord shall provide the Tenant with an itemized list of any deductions.

V. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid within _____ days of the Due Date, the Tenant shall pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay the Landlord a returned check fee of \$ _____ (not to exceed the maximum amount allowed by Alabama law).

VI. UTILITIES

The parties agree that utilities and services shall be the responsibility of the following parties:

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Other (_____):

☐ Landlord ☐ Tenant

VII. OCCUPANTS

The Premises shall be occupied strictly for residential purposes by the Tenant and the following individuals (Occupants):

Guest Policy: Guests may stay on the Premises for no more than

_____ days within a six-month period without prior written consent from the Landlord.

VIII. PETS

☐ **NO PETS ALLOWED:** No pets shall be kept on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$

_____ and/or a refundable pet deposit of \$

_____ .

IX. MAINTENANCE AND REPAIRS

Landlord's Obligations: Pursuant to **Alabama Code § 35-9A-204**, the Landlord shall maintain the Premises in a habitable condition, comply with applicable building and housing codes materially affecting health and safety, and make all repairs necessary to keep the Premises in a fit and habitable condition.

Tenant's Obligations: Pursuant to **Alabama Code § 35-9A-301**, the Tenant shall keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits, dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner, and keep all plumbing fixtures as clear as their condition permits.

X. RIGHT OF ENTRY

Pursuant to **Alabama Code § 35-9A-303**, the Landlord shall have the right to enter the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in cases of emergency or pursuant to a court order, the Landlord shall give the Tenant at least two (2) days' notice of the Landlord's intent to enter and may enter only at reasonable times.

XI. DEFAULT AND TERMINATION

Failure to Pay Rent: Pursuant to **Alabama Code § 35-9A-421(b)**, if rent is unpaid when due, the Landlord may deliver a written notice to the Tenant specifying the breach and stating that the

Agreement will terminate seven (7) days after receipt of the notice if the rent is not paid.

Noncompliance: Pursuant to **Alabama Code § 35-9A-421(a)**, if there is a material noncompliance by the Tenant with this Agreement (other than nonpayment of rent) or a noncompliance with Section 35-9A-301 materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Agreement will terminate upon a date not less than seven (7) days after receipt of the notice.

XII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was constructed:

☐ After January 1, 1978.

☐ Before January 1, 1978. (If checked, Landlord must provide a Lead-Based Paint Disclosure Form and the EPA pamphlet "Protect Your Family From Lead in Your Home").

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, specifically the **Alabama Uniform Residential Landlord and Tenant Act (Title 35, Chapter 9A)**.

XIV. ADDITIONAL TERMS AND CONDITIONS

The parties agree to the following additional terms:

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XVI. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions shall remain in full force and effect.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Alabama

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

_____ (Landlord) and

_____ (Tenant), whose names are signed to the foregoing

instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 20____.

Signature: _____

Notary Public

My Commission Expires: _____ day of _____, 20____

