



Automatic Renewal Lease Agreement

2015 3rd Ave North
Birmingham, AL 35203
(205) 730-0333

STATE OF _____)
_____ COUNTY)

THIS AGREEMENT, date _____, is between Atlas Rental Property, LLC, (hereinafter referred to as the “Landlord”), and _____, hereinafter referred to as the “Tenant” whether one or more.

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

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

2. **Occupants.** The house will be occupied only by Tenant that signed the lease and the following additional occupants:

No one else may occupy the Leased Premises. Persons not listed above must not stay in the house for more than 14 consecutive days without our prior written consent. Tenant shall notify the Landlord of any anticipated extended absence from the premises in excess of fourteen (14) days no later than the fifth day of the extended absence.

For violation of said paragraph, the landlord shall have and does reserve the right to terminate this lease agreement.

3. **Term.** The initial term of this Lease shall be for a period of () years beginning on _____ and ending on _____. Either party may terminate this lease at its expiration only by giving the other party written notice not less than sixty (60) days in advance of the next upcoming renewal term. After the initial term, said lease shall automatically renew on a month-to-month basis thereafter with an increase of rent in the amount of \$250.00 per month for the next twelve (12) months and similar increases of \$250.00 per month on an annual basis for subsequent twelve (12) month periods the month to month tenancy continues, until one party gives the other a sixty (60) day written notice of termination OR signs a new lease renewal agreement

4. **Rent.** The Tenant hereby agrees to pay rent for the Leased Premises in monthly installments of:

- a. _____ is to be paid on or before the first day of the month for which rent is due.
- b. Monthly rent amount consists of _____ Rent and _____ Facility Fee, if applicable.
- c. All payments received will be applied to the oldest unpaid charge (not limited to "rent") on the tenant ledger.
- d. The monthly rent and other charges due hereunder are due to be paid by check, money order, cashier's check, credit card, Automatic Direct Draft from the Tenant's linked account (cash payment options available through tenant portal and 3rd party vendor partnerships). NO CASH PAYMENTS WILL BE ACCEPTED AT THE OFFICE or VIA MAIL. If the Landlord agrees to take payment by mail, the amounts due are to be sent to the following address:

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Birmingham, AL 35203

5. **Late Payment and Return Check Charges.** In the event that rent is not received in the possession of the Landlord in full by the 1st day of the month due, Tenant(s) will be in default of this lease. The late payment charge is 10% of the monthly rental rate (_____) if the full payment is not received by the 5th day (on or before 5:00PM CT) of the month. Late fees are due immediately with rent amount once assessed. Landlord reserves the right to charge an administration fee for any notices that may need to be posted at the physical location. If Tenant's check is returned unpaid by the bank, for any reason, Tenant agrees to pay a returned check charge of \$35.00 to cover the Landlord's expense in addition to the late payment charge. After the first instance of a returned check or insufficient funds, all payments must be made by certified funds.

6. **Money Due Before Move-In.** Prior to taking possession of the leased premises, Tenant will provide Landlord with a security deposit payment in the amount of _____ in addition to the first month's rent of _____ and prepaid rent of _____ for a total of _____ due before move-in.

7. **Security Deposit.**

- A. On execution of this Lease, the Tenant will pay the Landlord a security deposit of _____. Landlord may place the deposit in an interest-bearing account and if so, it is agreed that Landlord is entitled to any accrued interest on the security deposit.
- B. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear (as determined by the landlord) nor for any deduction prohibited by local/state/federal law.
- C. Landlord or law officers may remove all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling. Incurred costs will be deducted from the deposit or charged back to the Tenant.
- D. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. Unplugging toilets, sinks, and drains;
 - d. Replacing damaged or missing doors, windows, blinds, screens, mirrors, or light fixtures;
 - e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. Any other repairs or cleaning due to any damage beyond normal wear and tear (as determined by the landlord) caused or permitted by the Tenant, persons living with Tenant or by any person associated with Tenant or allowed on the Leased Premises by Tenant;
 - g. The cost of extermination where the Tenant or the Tenant's guest brought or allowed insects or other pest into the premises or building;
 - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze or rain or water damage to floors or walls;
 - i. Any other purpose allowed under this Lease (See Section "Care of Premises" under this Lease) or local/state/federal law;
 - j. Towing/removal charges associated with removing abandoned vehicles from the Leased Premises.

8. **Possession.** The Landlord shall make every effort to have the Leased Premises ready for Tenant on time. Because circumstances beyond Landlord's control could cause delay, Landlord shall not be liable for failure to deliver the Leased Premises at the time stipulated. In the unlikely event this happens, rent shall be adapted on a daily basis until Tenant is tendered possession. If Landlord is not able to deliver the Leased Premises to Tenant within seven (7) days after the date promised on the lease, then Tenant's deposit will be refunded in full upon request by the Tenant and this lease will become null and void.

As the Leased Premises is located in a residential area, therefore, without reflection upon the Tenant, it is agreed and understood that in the event the Tenant, or guest, or occupants of the Leased Premises shall, in the reasonable judgment of the Landlord, engage in any act or perpetrate any conduct that could interfere with the leasing of other nearby dwellings or the quiet enjoyment of other dwellings by other tenants and occupants, then the Landlord shall have and does reserve the right to terminate this lease and re-enter and take possession of the Leased Premises at any time, after first giving notice as required by law to terminate this lease.

Tenant covenants that upon the termination of this Lease Agreement, or any extensions thereof, that Tenant will quietly and peacefully deliver up possession of the Leased Premises and any appliances in good working order and clean condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage, and other waste, and return keys to the Landlord.

9. **Early Termination.** This lease is an automatic renewal lease. Other than as a result of Tenant's default, the term of this lease may be terminated only as provided in paragraph 3.
10. **Holdover Clause.** If the Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the expiration of this lease, the Landlord, at Landlord's option, may treat such holding over as a renewal by the Tenant of the lease on a month to month basis, upon the same terms and conditions, except that the monthly rental rate, shall be increased as specified in paragraph 3. In the event the Landlord elects to treat such holding over as a renewal of this lease, all of the other terms of this lease shall be and remain in full force and effect for the renewal of terms.
11. **Application.** The Landlord tenders this lease to Tenant on the basis of the representations contained in the application or eligibility certification which is made part of this lease. In the event of any of the representations contained in the application or eligibility certification shall be found to be misleading, incorrect or untrue, the Landlord has the right to cancel this lease and to immediately repossess the Leased Premises.
12. **Entire Agreement.** This Lease Contract is the entire agreement between Tenant and Landlord. Tenant hereby acknowledges that Tenant has not received or relied upon any statements, representations, promises, oral agreements or inducements by either Landlord and/or its agents which are not expressly set forth herein. If not contained herein, such statements, representations, promises, oral agreements or inducements shall be of no force or effect.
13. **Other.** This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Landlord or owner of the property on the property of which the Leased Premises form a part. Any failure of the Landlord to take advantage of any default on Tenant's part shall not be construed as a waiver thereof.
14. **Care of Premises.** The leased premises are rented "AS IS." Tenant agrees to take good care of the Leased Premises. By signing this Lease Agreement, Tenant acknowledges Tenant has physically visited the Leased Premises or has been given the opportunity to visit the Leased Premises and accepts the Leased Premises in its "AS IS" condition. **Any additional exterior features, including storage or detached shed / garage, driveways, etc. on the Leased Premises are considered "AS-IS" structures. No repairs are conducted for these structures.**
- A. Tenant shall not permit, allow, or cause any noxious, disturbing, or offensive odors, fumes, or gases or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound, or vibration to originate in or to be emitted from the leased premises.
- B. Tenant shall keep the entry ways, sidewalks, and other areas on the leased premises clean and free from rubbish, dirt, and other debris and property. Tenant shall store all trash, rubbish, debris, and garbage in the proper places and shall provide for the prompt removal thereof.
- C. _____ (INITIAL) *Pets are not allowed on the Leased Premises regardless of whether they are considered indoor or outdoor pets. Landlord may, at Landlord's sole discretion, authorize the keeping of a pet on the Leased Premises upon negotiation of an acceptable pet fee, which shall be charged as additional rent, and execution of a Pet/Animal

Addendum. Said Addendum shall be attached hereto in the event such an arrangement is made and approved by Landlord.

- D. If Landlord provides blinds on the windows, such blinds shall not be removed. If Tenant installs draperies over the blinds, any damage to the Leased Premises must be repaired or removed by the Tenant or at the Tenant's expense. Damage to the Leased Premises, including, without limitation, damage to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Property caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.
- E. _____ (INITIAL) Locks may not be changed or added without the prior written consent of the Landlord. All keys used to access Leased Premises must be returned to one of the specified Atlas Rental Property office locations upon vacating. All keys must be returned to the Landlord upon termination of occupancy or the Landlord may impose a reasonable charge including, without limitation, the cost of rekeying the locks.
- F. Tenant shall be responsible for the replacement of all interior and exterior light bulbs during the Term(s) of the Lease. All light bulbs must be operational at the time the Tenant vacates the Leased Premises.
- G. Tenant shall maintain the Leased Premises in a neat and orderly condition. Tenant will not allow trash, debris, abandoned or inoperable vehicles of any sort, or other items to accumulate or be deposited on the Leased Premises. Tenant will not place signs, displays, or other similar objects on the property or over the windows. Tenant will keep all porches, decks, and other areas free of Tenant's property and trash.
- H. _____ (INITIAL) Tenant shall keep the utilities (electricity, water, trash, gas, etc.) operable, so long as the property is leased by the Tenant, in order to maintain appliances in operating order and to provide a minimum temperature of 55 degrees Fahrenheit in cold months. From the date utilities are turned off by cancellation or otherwise, it will be presumed that the Tenant has abandoned the property and the Landlord may enter and take possession. Tenant shall be liable for any charges or damages to the Leased Premises from the utilities being turned off or from not maintaining the minimum temperature. Utility bills and service (water, power, gas [if applicable], trash service, and so forth) are the sole responsibility of the Tenant. Any charges that are incurred after the lease signing date will be charged back to the Tenant if utilities are not switched into the Tenant's name immediately. There are NO circumstances in which Landlord will be responsible for payment of any utility service during the active lease term(s).
 - a. Tenant shall promptly contact the local water, electric, trash and gas (when applicable) utility providers to establish an account in tenant's name for the provision of water, electric, trash and gas service (when applicable) to tenant's unit. Tenant shall ensure that the start date for each account is the Tenant's start date of the lease. If tenant fails to comply with the conditions of this paragraph and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy of the unit, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider, which shall include a service charge in the amount of \$50.00. Such service charge is used to compensate Landlord for tenants failure to become the customer of record for such accounts.
- I. _____ (INITIAL) Tenant agrees not to place antennas, satellite dishes, waterbeds, and/or auxiliary heaters in or on the leased premises without the express written permission of Landlord. If the Tenant is allowed to utilize auxiliary heaters in the leased premises, the Tenant is totally and completely liable and responsible for any damages done to the leased premises which are caused by the use of an auxiliary heating device. It is the Tenant's responsibility to ensure appropriate and safe usage and to follow manufacturer instructions regarding the use of any auxiliary heating device.
- J. _____ (INITIAL) Tenant is responsible for cleaning and maintaining the Leased Premises. This includes hiring a licensed contractor for all window pane repairs, pest/animal control, and maintaining the exterior of the home such as lawn care, minor tree and shrub trimming, removing limbs, debris / leaves from yard, cleaning roof and gutters, etc.
- K. _____ (INITIAL) Tenant shall be responsible for maintenance of the Leased Premises in a manner that prevents the occurrence of the existence of mold or mildew in the Leased Premises. It is required that the Tenant promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.
- L. If flooding occurs at any time in the property for any reason, it is the responsibility of the Tenant to mitigate damages including, but not limited to, taking steps to dry out the property and any personal property. To the extent allowed by law, Landlord is not responsible for any personal property losses that occur due to any type of flooding at the Leased Premises.
- M. _____ (INITIAL) The Leased Premises has been inspected and has been known to not contain bed bugs prior to move in. If the Tenant property contains bed bugs, it is the Tenant's responsibility to treat or pay Landlord for treatment by a vendor.
- N. If the leased premise is furnished with appliances, Landlord assumes no responsibility for any maintenance or repair of said appliances.
 - a. Deliveries of appliances are handled by third party vendors; therefore, Landlord makes no guarantee for delivery dates. Landlord will not provide any compensation or make concessions in regards to appliances.

- O. No items shall be attached to the wall using anything other than small nails and only as many nails as is reasonable. Excessive nail holes or other damage to the walls is prohibited.
- P. Tenant shall not do or omit to do any act which creates or may create a hazardous condition on the Leased Premises. Tenant shall not use any fireplaces without obtaining a safety inspection of the fireplace, chimney, and flue and without obtaining the prior written consent of the Landlord.
- Q. Tenant agrees that all sinks, disposals, and toilets shall be used only for the purpose for which they were designed. Tenant agrees that no improper items shall be put in such facilities, including, without limitation, feminine hygiene products, any sort of wipes (baby, feminine, paper towels etc. even if they state "flushable") and diapers. Tenant shall be responsible for any maintenance due to such improper use of any facilities or appliances.
- R. _____ (INITIAL) Tenant is responsible for cleaning and maintaining the air intake areas, including keeping the area from being obstructed. Further, Tenant understands and agrees to change the air filters on all units every month at the Tenant's expense. In the event a service call has to be made to the Leased Premises about the furnace/air conditioning units and it is determined by the service provider that the damage is the result of not having properly changed the filters, the Tenant will be responsible for paying for the service call.
- S. No radio wires, television or other aerials, or any other objects whatsoever shall be attached to the roof or exterior of the residence, or placed on the Leased Premises, without the prior express written permission of the Landlord.
- T. Tenant, and Tenant's family, guests, invitees, employees, agents, and other persons shall not:
 - a. Engage in criminal activity, including, without limitation, drug-related criminal activity, on or near the Leased Premises.
"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined by state and federal law);
 - b. Engage in any act intended to facilitate criminal activity, including, without limitation, drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or other person;
 - c. Engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the Leased Premises or otherwise;
 - d. Engage in acts of violence or threats of violence, including, without limitation, the discharge of firearms on or near the Leased Premises.

Violation of the above-mentioned provisions shall be a material violation of this lease and good cause for the termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a reasonable review of information provided related to the incident(s).

- U. No firearms or other weapons may be discharged on or about the Leased Premises or surrounding the Leased Premises.
- V. No chemical or petroleum liquids, solids, or gases may be disposed of on the Leased Premises, adjacent property owned by the Landlord or public rights-of-way.
- W. No trash, debris, yard waste, refuse or any other combustible items may be burned or disposed of on the Leased Premises, adjacent property owned by the Landlord or public rights-of-way.
- X. The Leased Premises shall be used solely for single family residential purposes only. No business activities of any kind including, without limitation, child or day care services, warehousing, tanning or hair salons, distributorships, automobile or equipment repair, organized worship services, training sessions, and "flea" markets, shall be conducted or permitted on the Leased Premises.
- Y. Landlord reserves the right at any time to make changes (including, without limitation, the implementation or increase in fines) to these Rules and Regulations as Landlord, in its sole and absolute discretion, shall determine to be necessary or appropriate for the safety, care, cleanliness, maintenance, protection and benefit of the Leased Premises, Landlord, and Tenant.
- Z. _____ (INITIAL) Tenant shall not, nor allow any smoking within the interior of the Leased Premises.
- AA. _____ (INITIAL) Vehicles parked on the Leased Premises must be registered to any named resident on the lease and must have current vehicle registration tags. Tenant agrees to not park vehicles of any kind on lawn/yard. No broken or disabled vehicle will be stored in the parking premises or anywhere else on the property. Non-operative vehicle will be towed away at the Tenant's expense. No trailers, boats, campers, recreational vehicles, or trucks over one ton, are allowed without written authorization. ANY VEHICLE IN VIOLATION OF THIS AGREEMENT IS SUBJECT TO BEING TOWED AT THE TENANT'S EXPENSE.

15. **Reimbursement.** It is the responsibility of the Tenant for Tenant and any of Tenant's guests to (a) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (b) keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises permits; (c) dispose from the dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;

(d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clear as their condition permits; (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises; (f) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises; or knowingly, recklessly, or negligently permit any person to do so; and (g) conduct himself or herself and require other persons on the premises with the tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the leased premises. To the extent allowed by law, Tenant will reimburse Landlord for any loss, damages, fines or cost of repairs or service for any violations of the above items by Tenant and/or guests of Tenant. This includes charges incurred for delivery of lease violation notices. Each occurrence will result in a \$99 violation charge.

16. **Right to Inspect.** Inspections will allow the Landlord to take reasonable steps to check the working order of facilities and condition of the leased premises. The Landlord will have the right at all reasonable times during the term of the lease and any renewal to enter and inspect the leased premises for, but not limited to, general cleanliness, pets, and water/structural damage. The Landlord will make an attempt to contact the Tenant at least 48 hours prior to an inspection of the Leased Premises. Penalties up to and including termination will apply if the Tenant refuses entry or is non-compliant.
 - a. If Leased Premises requires annual inspections due to HUD requirements in order to continue tenancy and if the Tenant is not compliant with the process of getting repairs completed, the Tenant will then become liable for all expenses, including unpaid rent when allowed, related to disqualification of the Leased Premises.
17. **Burglary/Security.** The Tenant is responsible for any damage to the leased premises that may be caused by a burglary, attempted burglary, and/or break in and further agrees to repair the same. Security of the premises and personal property is the sole responsibility of the Tenant. Tenant agrees that Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. Tenant agrees that Tenant has the sole responsibility to obtain any such information. Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
18. **Alterations and Improvements.** Tenant shall not make alterations, additions, or improvements to, or install any fixtures on, the leased premises without Landlord's prior written consent. This includes, but is not limited to, any pools, trampolines, sheds etc. If such consent is given, all alterations, additions, and improvements made, and fixtures installed by Tenant shall be made at Tenant's expense and shall become a part of the Leased Premises upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant to remove such fixtures, at Tenant's cost, upon the termination of this lease.
19. **Insurance.** The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. **To the extent allowed by law,** the Landlord shall not be liable to the Tenant or to any other person or to any property for any damage or injury occurring on the leased premises or any part thereof and Tenant agrees to hold the Landlord harmless for any claims for damages, no matter how caused. Landlord strongly recommends tenant to purchase at their own expense a tenant contents policy for the protection of their personal property
20. **Taxes.** Landlord shall pay any federal, state, and local taxes assessed on the leased premises.
21. **Assignment/Subletting Restrictions.** Tenants may not assign this agreement or sublet the leased premises. Any assignment, sublease or other purported license to use the leased premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease. No AirBnB or any other short term rentals are allowed on leased premises at any time during the duration of the lease agreement. Landlord agrees, however, not to unreasonably withhold consent hereunder.
22. **Access.** Landlord will retain a pass key and reserve the right of entry at all reasonable times to inspect and maintain the Leased Premises in case of emergency, pursuant to a court order, pursuant to state law or when the Landlord reasonably believes the Tenant has abandoned or surrendered the leased premises. If Landlord enters during Tenant's absence, a notice will be left stating the reason for entry and the name of the person entering. Landlord will attempt to make prior appointments with you for other visits as required by law. **If Tenant requests repairs or maintenance or improvements to the Leased Premises, the Tenant shall be deemed to have granted consent to the Landlord to enter into the leased premises and make the repairs, maintenance, or improvements as requested by the Tenant.**

23. **Communication.** The Tenant agrees to accept unsolicited text messages from Landlord or its agents, employees or contractors. The Tenant can choose to opt out at any point by notifying Landlord. It is the Tenant's responsibility to notify Landlord if at any point the Tenant's communication methods change, including, but not limited to, phone numbers and email addresses.
24. **Fire Hazards and Condemnation.** Tenant shall not permit any hazardous act which might cause a fire or that will increase the rate of insurance of the Leased Premises. If the Leased Premises become uninhabitable by reason of natural disasters or fire not caused by the negligence of Tenant or of Tenant's agents, servants, or guest(s), the rent shall be suspended until the same has been restored to habitable condition.
- If all or any part of the leased premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.
25. **Zoning Regulations.** The Tenant agrees to abide by all zoning ordinances of the appropriate municipality pertaining to the number of non-related residents per household.
26. **Garbage and Trash.** Garbage and refuse are to be placed in designated areas. No garbage cans, waste refuge, supplies or other articles will be left outside the designated trash can(s) located on the premises. It is the responsibility of all Tenant to empty the trash.
27. **Abandonment.** Tenant and Landlord hereby agree that in case the Leased Premises are left vacant, then the Landlord may, without being obligated to do so, and without terminating this lease, re-take possession of the Leased Premises. The Landlord may rent the Leased Premises for such rent as the Landlord may be able to obtain, making such changes and repairs as may be required, giving credit for the amount so received, less all expenses.
28. **Compliance with Laws and Regulations.** Tenant, at Tenant's expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon Tenant or Landlord with respect to the leased premises.
29. **Waiver of Personal Property Exemptions.** _____(INITIAL) Tenant agrees that failure to vacate the premises after the receipt of a duly served termination notice shall constitute a willful violation. In order to further secure the prompt payment of said rents, as and when the same mature and the faithful performance by the Tenant of all the terms, conditions, and covenants herein contained, and all the damages that the Landlord may sustain by the reason of the violation of said terms, conditions and covenants, or any of them, the Tenant does hereby waive any and all rights to claim personal property as exempt from levy and sale under the laws of any states or the United States.

30. **Jury Trial Waiver, Mediation, Non-binding Arbitration and Venue:**

_____(INITIAL) If a dispute arises out of or relates to this Lease and/or Landlord and/or Property Owner and/or any repair personnel and/or an incident that occurs while on the Leased Premises, and/or while using any items located in or about the Leased Premises, as well as the installation, design, construction, repairs and condition of the Leased Premises by Landlord and/or Property Owner, involving a single claimant, or claimants who are related or asserting claims arising from a single incident and if the dispute cannot be settled through direct negotiations, and unless the parties agree on a different mediation or non-binding arbitration process, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures available at <http://www.adr.org> before resorting to non-binding arbitration. Thereafter, any unresolved claims shall be submitted to non-binding arbitration administered by the AAA in accordance with its Non-Binding Arbitration Rules except that Rule 4 (b) is amended to allow an answer to be filed within thirty (30) calendar days, the parties will be allowed to pick from a list of arbitrators and the parties do not waive oral hearings. The arbitration shall be governed by the laws of the State in which the leased property is located. In-person hearings will take place pursuant to the Non-Binding Arbitration Rules in the county and state in which the leased property is located. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any non-binding arbitration hereunder without the prior written consent of both parties. The parties agree to mediation and non-binding arbitration of any and all claims, disputes and grievances, not otherwise excepted herein, arising out of or relating to this Lease, the maintenance and repairs performed by any repair personnel and/or any damages as a result of the occupancy of the premises, and/or while using any items located in or about the premises, as well as the installation, design, construction, repairs and condition of the premises by Landlord and/or Property Owner. A copy of the Rules mentioned herein may be obtained from the AAA by visiting AAA's website at <http://www.adr.org>. The scope of this Lease is intended to be as broad as possible under applicable law, and shall include all types of negligence, tort,

contract, statutory and administrative actions. The parties further agree to submit to non-binding arbitration the issues of substantive and procedural arbitrability, including defenses to arbitration and all disputes regarding the enforceability, interpretation, breadth, scope and meaning of this Lease. The parties reserve their rights to resolve unlawful detainer actions for possession as well as disputes involving less than \$20,000.00 in an applicable small claims or district court in the county and state in which the premises are located that are within the scope of the small claims' or district court's jurisdiction. In the event non-binding arbitration does not totally resolve all claims and for disputes less than \$20,000.00, it is agreed that the sole and exclusive venue for any lawsuit filed against Landlord, Property Owner or such other related party shall be in the county and state in which the leased property is located. It is further agreed that the substantive law of the State in which the leased property is located shall apply without regard to any conflict of law rules. Unless all parties agree otherwise, the non-binding arbitration decision or award may not be entered in any federal or state court having jurisdiction. **WAIVER OF JURY TRIAL AND CLASS ACTION PARTICIPATION.** To minimize legal expenses and, to the extent allowed by law, Tenant(s) and Landlord along with the Property Owner agree that a trial of any lawsuit based on statute, common law, and/or related to or arising from this Lease or any obligations, duties or repairs related to the premises shall be to a judge and not a jury. Tenant(s) and Landlord along with the Property Owner also agree, to the extent allowed by law, **THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER JOINT ACTION WITH RESPECT TO ALL CLAIMS.**

31. **Notices.** Any notice, statement, demand or other communication required or permitted under this Lease or under state law by one party to the other, including the owner and/or manager of the Leased Premises, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the leased premises, or addressed to the Landlord as follows: Atlas Rental Property, ATTN: ATLAS RENTAL MANAGER, 2015 3rd Ave North, Birmingham, Alabama 35203. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. All notices must be provided in writing. If there is a default by Tenant of or related to this Lease, Landlord may deliver a notice to terminate Tenant's possessory interest according to Alabama Law. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the home to any occupant over 16 years old; or (5) affixing the notice to the inside or outside of the home's main entry door.
32. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
33. **Waiver.** The failure of either party to enforce any specific provision(s) of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
34. **Willful Violations.**
____ (INITIAL) Tenant agrees that failure to pay rent when due shall be presumed to be a willful violation of this lease.

____ (INITIAL) Tenant agrees that failure to vacate the premises after the receipt of a duly served termination notice shall be presumed to be a willful violation of this lease agreement, and such holding over shall be presumed to manifest an absence of good faith.
35. **Complete Agreement.** This lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
36. **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant. This Lease can be transferred or sold at the sole discretion of the Landlord.
37. **No Construction Against Drafter.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party responsible for drafting one or more provisions of this Agreement.

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

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

Atlas Rental Property, As LANDLORD
For Lessor

By: _____, On Behalf of Atlas Rental Property **Landlord**

Tenant (Primary) - - Signature

Tenant (2) - - Signature

Tenant (3) - - Signature

Tenant (4) - - Signature

Tenant (5) - - Signature

RENTAL AGREEMENT PET ADDENDUM

Address: _____ Date: _____

Permission to have animal(s) in/on the rental unit as provided for in the original Lease Agreement _____ (is/is not) granted. _____ approved pet(s) is/are described below:

Animal Type: _____ Sex: _____ Weight: _____ Color: _____ Name: _____

Animal Type: _____ Sex: _____ Weight: _____ Color: _____ Name: _____

Animal Type: _____ Sex: _____ Weight: _____ Color: _____ Name: _____

(75 pound limit unless approved by management)

No animal of any kind, not provided for and described on this agreement, shall be allowed without the full written consent of the Landlord. Tenant understands and acknowledges that should any local ordinance or Lease Agreement violations that can be attributed directly or indirectly to these animal(s) will require the Tenant to immediately remove from the Leased Premises, all animal(s) involved within 3 days after receiving written notice from Landlord.

A one time **\$250 non-refundable pet fee** will be due at time of move in.

A charge for \$_____ **monthly Pet Fee** will be added to monthly charges for the duration of the tenancy.

This Pet Fee and Pet Rent is **non-refundable**. Tenant MUST include these animals on their Renters Insurance Policy, when applicable.

Landlord and Tenant further agree that Landlord will not be liable for any damages or losses to person or property caused by Tenant's animal(s).

LANDLORD: _____

Date

TENANT: _____
() Date

TENANT: _____
() Date

TENANT: _____
() Date

TENANT: _____
() Date

TENANT: _____
() Date

FORBIDDEN / RESTRICTED Animals:

* Pitbull * Rottweiler

(List compiled & selected from Center for Disease Control on dog breeds involved in dog-bite-related fatalities)

NOTES: _____

RENTAL AGREEMENT PET ADDENDUM (Continued)

Address: _____ Date: _____

_____ (INITIAL) If Tenant is found in non-compliance with the terms of this Agreement, Tenant will be subject to a \$100 administrative charge in the event of the first violation of this Agreement and a \$200 administrative charge and loss of the privilege granted by this Agreement in the event of a subsequent violation. This Agreement is reviewable by Landlord at all times and may be terminated for cause, outlined within this Agreement or as otherwise determined by Landlord. (approved pets)

_____ (INITIAL) If Tenant is found in non-compliance with the terms of this Agreement, Tenant will be subject to an administrative charge (non-refundable – equal to 50 % of one month's rent) in the event of the first violation of this Agreement and an administrative charge (non-refundable – equal to 50 % of month's rent) and loss of the privilege granted by this Agreement in the event of a subsequent violation. This Agreement is reviewable by Landlord at all times and may be terminated for cause, outlined within this Agreement or as otherwise determined by Landlord. (non-approved pets)

Because the Rules and Regulations for the property specifically prohibit keeping pets without the Landlord's written permission, Tenant agrees to the following terms and conditions in exchange for such permission:

1. Tenant agrees that it is solely responsible for the maintenance of the above-described pet(s) and agrees to keep the pet(s) under control at all times.
2. Tenant agrees to keep the pet(s) restrained, but not tethered, when it is outside the property.
3. _____ (INITIAL) Tenant agrees to not engage in any pet sitting activities on the leased premises at any time during the term of this lease agreement. In the event of a violation of the no pet sitting policy, the tenant may be subject to penalties as outlined in the lease agreement, including fines, eviction, or legal action.
4. Tenant agrees to adhere to local ordinances, including leash and licensing requirements.
5. Tenant agrees not to leave the pet(s) unattended for unreasonable periods of time.
6. Tenant agrees to clean up after the pet(s) and to dispose of the pet(s)'s waste properly and quickly. Tenant acknowledges that if Tenant does not clean up after the pet(s), the Landlord can charge up to a \$100 fine per incident.
7. Tenant agrees not to leave food or water for the pet(s) or any other animal outside the property where it may attract other animals.
8. Tenant agrees to keep the pet(s) from being unnecessarily noisy or aggressive and from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord for the property.
9. Tenant agrees to provide the pet(s) with an identification tag that the pet(s) will wear at all times while on the premises.
10. Tenant agrees not to breed or allow the pet(s) to reproduce, but if this should occur, the pet(s) needs to be removed from the property.
11. _____ (INITIAL) Tenant agrees to immediately pay for any damage, loss or expense caused by the pet(s). The required pet fee will not be applied to the cost of any cleaning, maintenance or repairs that may be needed as a result of Tenant's possession of the pet(s) during the Term.
12. Tenant agrees to pay for any pest infestation services needed at any time during the Tenant's lease term.
13. Tenant agrees that this Agreement applies only to the specific pet(s) described above and that no other pet may be substituted.
14. Tenant agrees that the Landlord reserves the right to revoke permission to keep the pet(s) should the Tenant break this Agreement. Tenant will be given three days to remove the pet(s) from the Property in the event of a breach by Tenant of the terms of this Agreement.
15. Any animals on the Property not registered under this Agreement will be presumed to be strays and will be removed from the Property according to law, at the option of the Landlord.
16. The Tenant must provide Landlord with a 60 day written notice, if the Tenant removes their pet from the premises, in order for pet rent charges to stop.
17. Pets or any animals are prohibited from being brought into the premises without the express written consent of the Landlord. Notwithstanding the foregoing, nothing herein shall be construed to prohibit animals assisting disabled or handicapped persons in property. Unauthorized pets or animals must be removed from the premises immediately. Landlord may remove any unauthorized pet or animal on one day's written notice of intent to remove the pet or animal left in a conspicuous place in the property. Tenant agrees and consents to any pet or animal removed by the Landlord being turned over to a humane society or local authority.



If you have a **maintenance request** or a **maintenance emergency**, please **call** the office at **(205) 730-0333** and **choose ext. 1** to be connected to a member of the maintenance scheduling team. The office will review the request. A service person will contact you promptly to coordinate the scheduling of your work order request, if issued. You may also make regular maintenance requests via your **tenant portal** and our **website**. **DO NOT** place emergency requests through online portal or website. Report all emergency issues by phone to the maintenance line **(205) 730-0333 ext.1**.

PLEASE DO NOT CALL THE LEASING LINE (205) 410-8785

Leasing agents work in the field and are unable to assist you with maintenance requests or any other issue after signing your lease. All inquiries and requests after lease signing must be processed through the office.

Emergency Repair Criteria: If it is 55 degrees or below in your home or 85 degrees or above, water gushing and cannot be cut off, fires, substantial damage to home from storm or fallen tree, if you have only one bathroom and you are unable to use your toilet, etc. If you call in a maintenance emergency that is found to not meet these emergency criteria, **YOU WILL BE CHARGED A \$250.00 FALSE EMERGENCY FEE.**

Please do **not** contact our service people directly. They will only respond to authorized work orders from the office and have instructions to refer any additional requests to the office for approval.

Regular service repair hours are business days, Monday through Friday (8am to 5pm). Unless an emergency (to be determined by the office) warrants a weekend service call, please request to schedule repairs with the service person during regular service repair hours. Also, if an appointment is set up with the service person, and you are not present at the property for the appointment, the service person may enter the premises to conduct repairs (See Section "Care of Premises" of Lease Agreement), or a service fee will be charged to the tenant for a missed appointment.

Also, please notify office or service person if there is an active alarm system (all alarm systems must have office approval) on the premises. ***** All service persons do not have immediate access to the properties, so you may need to arrange access to the property with the service person assigned to your maintenance issue.**

Treat the property with care by maintaining its good condition. Regular care prevents costly major repairs which equals to affordable rent to the tenant.

Tenant responsibilities - repairs / regular (standard / routine) maintenance includes (See Section "Care of Premises" in Lease Agreement):

- Hiring licensed contractor for Exterior maintenance of the home such as lawn care, trimming trees, removing limbs, debris / leaf removal from the roof and lawn, and cleaning gutters.
- Tenant is not allowed to park vehicles of any kind on lawn / yard.
- Clogged sinks – from food that should have been placed in the trash.
- Clogged toilets - from flushing items other than human waste (wipes, pads, toys, excess paper, clothing, or cleaning products, etc.)
- Leaks – from shoving items under the sink (this knocks water & drain lines loose)
- Replacing light bulbs in all light fixtures and batteries (smoke detectors)
- Window Replacement – if for any reason a window pane is broken and replaced
- Faucet knobs – from using too much force, causing broken knobs or leaking faucets.
- Malfunctioning HVAC - due to failure to keep clean and change the filters regularly:
 - A/C units gets clogged with grass clippings or weeds in summer.
 - Dirty filter will cause A/C to freeze up.
 - Furnace filter not cleaned or replaced monthly causing higher utility bills.

If a service person is needed for repairs and the repairs are the result of the Tenant neglecting regular maintenance responsibilities or improper usage by the Tenant, the Tenant will be charged for the repairs.

Any additional storage or detached shed / garage on premises are considered "AS-IS" structures. No repairs are conducted for these structures.



MOLD INFORMATION AND PREVENTION ADDENDUM

Property Address: _____

This Addendum constitutes an Addendum to the above-described Lease Agreement for the above-described premises, and is hereby incorporated into and made a part of such Lease Agreement. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Agreement, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds, we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for persons with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following: Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out. Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Agreement to repair or remedy the situation, as necessary. Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Agreement. If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Lease Agreement. For the duration of the Lease, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Tenant's legal liability for damage to Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Tenant is required to furnish Landlord with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. Tenant's certificate of insurance must include "Atlas Rental Property, LLC" as additionally insured to be considered a qualified self-acquired policy. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance."

Tenant may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by the Landlord, who may purchase such coverage through the Landlord's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LLIP coverage shall be charged to Tenant by the Landlord as a recoverable expense under the Lease. Some important points of this coverage, which Tenant should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LLIP. This is single interest forced placed insurance. Tenant is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Landlord.
2. LLIP coverage is NOT personal liability insurance or renter's insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice to obtain personal liability insurance or Renters Insurance to protect Tenant's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Tenant has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase Landlord Insurance without notice and add the total cost associated therewith to Tenant's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. Resident hereby agrees to pay a monthly non-refundable Facility Fee of \$15.00. Such a fee must be paid in full by the first day of each month along with other monthly charges. The Facility Fee is being assessed to pay for the costs associated with insuring the property against Property Damage. The Facility Fee covers all the property, fixtures and other property the Landlord owns in the community. The insurance the Landlord buys protects the Landlord for damage to the Landlord's property; it is not protection for the Tenant's personal property. Failure to pay the Facility Fee as part of monthly charges can result in a late fee and constitutes a default under this lease.
7. In the event that loss or damage to Landlord's property exceeds the amount of Required Insurance, Tenant shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.
8. It shall be the Tenant's duty to notify the Landlord of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Tenant" may be interchangeable with "Resident" or "Lessee", and "Landlord" may be interchangeable with "Lessor" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant's choice at any time and coverage under the LLIP will be terminated by the Landlord.



ADDENDUM TO LEASE

Date: _____

This Addendum is a part of the Agreement on the Property located at _____ and dated

_____ between the Tenant(s) and the Landlord.

_____	_____
Tenant	Date

_____	_____
Tenant	Date

_____	_____
Tenant	Date

_____	_____
Tenant	Date

_____	_____
Tenant	Date

_____	_____
Landlord	Date



EMERGENCY CONTACT LIST

In the event the Landlord is not able to contact tenant(s) on the lease at the number(s) provided, this information may be used in case of an emergency or out of necessity to reach Tenant(s). ***Please list at least one emergency contact per tenant.***

Name _____ Phone Number _____

Name _____ Phone Number _____

Name _____ Phone Number _____

Name _____ Phone Number _____

Name _____ Phone Number _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____



EARLY TERMINATION ADDENDUM

Date: _____

This Addendum is a part of the Agreement on the Property located at _____ and dated _____ between the Tenant(s) and the Landlord.

Tenant acknowledges that they are requesting to break the lease agreement contract that was signed on (). As a result of this request the following terms and conditions will be enforced.

- Tenant acknowledges they are still liable for the term set forth in the Security Deposit section of the original lease agreement.
- Tenants may be held liable for the entire amount of rent due under the lease term.
- Tenants are required to provide a 60 day notice of their intent to vacate and will be held responsible for the rent due during the 60 day notice period.
- Tenants are required to pay an early termination fee equal to 2 times the monthly rent.
- Per the lease agreement subletting is not allowed. If the tenant wishes to avoid early termination fees it is permitted to source a new prospect to take over the remaining lease term, The prospective tenant must go through the Atlas Rental Property process of submitting an application and getting approved by Atlas. The prospective tenant will be required to submit a new Security Deposit and sign a new lease agreement for the remaining term.
 - There will be a \$150.00 administrative fee due from the current tenant in order to process any new tenant information.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Landlord Date