

Model Residential Leases from the Alabama Association of REALTORS®

The Alabama Association of REALTORS® offers two model leases to assist you in complying with the 2006 Uniform Residential Landlord Tenant Act. You are encouraged to consult with your own legal counsel in evaluating how to comply with this new law, which takes effect on January 1st of 2007.

The “Short” Lease. This lease contains the necessary provisions for a basic lease while avoiding any language prohibited by the new law. You will not find many common clauses you have in your current leases in this lease. The “Short Lease” attempts to avoid redundancy by leaving out traditional lease language that is contained in the new Landlord-Tenant law. For example, this lease does not discuss the handling of security deposits in depth, because that information can be found in the new law.

The “Long” Lease. This lease more closely resembles the traditional residential rental agreement in Alabama. Much of this lease duplicates or reiterates what is found on the new Landlord-Tenant law. This lease more fully apprises landlords and tenants of their respective rights, yet merely in many cases repeats language that as of January 1st is law, whether in the lease or not. This lease explains more thoroughly to the tenant the consequences of the tenant’s behavior if the tenant violates provisions of the new law.

Writing Your Own Leases. You are strongly encouraged to consult your own legal counsel before writing your own lease, or substantially modifying one of the above leases. Realize that the new law requires very little to be in a lease, but does prohibit some material from being in a lease. Your tenants may take you to court for such prohibited material beginning January 1st of 2008.

The new Residential Landlord and Tenant Act in §35-9A-163 prohibits the following provisions in a residential lease:

- language stating that the tenant agrees to waive rights or remedies concerning the landlord's obligations to maintain the premises, the Landlord's non-compliance with the Act, and the Landlord's wrongful failure to make available, heat, water, hot water, or essential services.
- language authorizing any person to confess judgment on a claim arising out of the lease.
- that the tenant will agree to pay Landlord's attorney fees or cost of collection
- that the tenant agrees to the exculpation or limitation of any liability of the Landlord under the law or to indemnify the Landlord for that liability or the costs connected therewith.

ANY PROVISION PROHIBITED BY LAW WHICH IS INCLUDED IN A LEASE IS UNENFORCEABLE, AND CAN RESULT IN THE TENANT HAVING A CAUSE OF ACTION AGAINST ANY LANDLORD WHO USED SUCH LANGUAGE KNOWINGLY ON OR AFTER JANUARY 1, 2008.

RESIDENTIAL RENTAL AGREEMENT

State of ALABAMA
County of _____

This rental agreement made at _____, ALABAMA, on this ___ day of _____, _____, by and between Tenant(s) (hereinafter called "TENANT"), and Owner (hereinafter called "LANDLORD"), shall provide as follows:

1. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of _____, State of ALABAMA which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

2. TERMS: This Rental Agreement shall commence on the ___ day of _____, and end on the ___ day of _____. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

3. RENT: Tenant agrees to pay Landlord a rent of \$_____ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$_____. The rent is payable to: _____ or as Tenant may be advised from time to time in writing. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement.

Tenant further agrees to pay a late fee of \$_____ per day if rent is paid after the ___ day of the month, and an additional fee of \$_____ after the day of the month. Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$_____ per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

4. OCCUPANTS: Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

In no event shall more than _____ persons be allowed to occupy said premises.

5. SUBLEASE: Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from

Landlord for guests to occupy the premises for more than _____ days.

6. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except _____ which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

7. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes.

8. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

9. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.

10. PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments:

(a) a non-refundable fee of \$_____ and

(b) a refundable deposit for the pet(s) in the total amount of \$_____, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by

the animal.

11. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

12. ADDITIONAL TERMS:

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Witness Tenant

Witness Tenant

Witness Landlord

Witness Landlord's Agent

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