

Badger Properties, LLC - Residential Lease

BY THIS AGREEMENT made and entered into on _____, _____ between **Badger Properties, LLC**, (or assigns) herein referred to as Lessor, and

_____ (Lessee #1)

_____ (Lessee #2)

herein referred to as Lessees, Lessor leases to Lessees the premises situated at

163 Cox Street, Unit # _____, Auburn, Alabama, 36830,

together with all appurtenances, for a term of approximately **12 months** to commence on _____, and to end at 9:00 am on **August 4, 2013**.

TERMS OF LEASE

1. **Rent.** Lessee agrees to pay to Lessor as rent for the demised premises the sum of \$ _____ **.00 per month.**

Rent will be paid via automatic bank draft on the first of every month. The automatic draft process will be handled by the Lessor.

1. If the automatic draft fails due to insufficient funds, the lessee responsible must present a check for the amount owed plus a \$25.00 processing charge, to be delivered by 5:00 pm on the 5th of the month. Processing charges are assessed to each tenant individually.
2. Payments not received by the 5th of the month shall be subject to an additional \$25.00 late fee plus \$5.00 per day. Late fees are assessed to each tenant individually.
3. Liability for the rent due is Joint and Several, meaning if one Lessee does not meet their financial obligations or does not comply with the terms of this lease, any other Lessee is considered liable for any amounts due, or for any penalties handed out, including eviction for noise or pets. (Choose your roommates wisely, you are in this lease together.)

2. **Security Deposit.**

_____ A deposit of \$ _____ is already on file for this unit.

_____ A deposit of \$ _____ is required for this unit.

Of the amount held as security deposit, \$150 will be considered non-refundable, for carpet cleaning, interior cleaning, painting, etc. Any additional costs above \$150 will be deducted before the refund is issued. You are welcome to hang pictures on the wall with regular nails or tacks, but if any hole patching or other wall repair work is required, the cost of prepping the wall for painting will be taken from the deposit

3. **Quiet Enjoyment.** Lessee is granted quiet enjoyment of the premises described above, and will have their privacy respected by the Lessor unless in case of emergency, arranged maintenance, or other arrangement is made.
4. **Use of Premises.** The demised premises shall be used and occupied by Lessees exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessees for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessees shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
5. **Quiet Hours.** Lessee agrees to not make excessive noise at any time during the day or week, and agrees to observe even more reserved standards of conduct after 9:00 pm Sunday through Thursday, and after 11:00 pm on Friday and Saturday.

1. Lessee will be given 2 written warnings for excessive noise. Eviction proceedings will begin after the 3rd written notice. If evicted for noise complaints, the Lessee is still responsible for the remainder of the rent owed through the completion of the lease term as defined above.
6. **Number of Occupants.** Lessees agrees that the demised premises shall be occupied by no more than 2 people, without the written consent of Lessor.
7. **Condition of Premises.** Lessees stipulates that he/she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.
8. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessees shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease. **A \$25.00 sublesser fee will be collected from the original tenant upon subleasing the unit.**
9. **Alterations and Improvements.** Lessees shall make **no alterations** to the buildings on the demised premises or construct any building or make other improvements (including painting) on or to the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessees, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessees, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
10. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or a willful act of his visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
11. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
13. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Notice will be given to the Lessee before entering whenever possible.
14. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the sidewalks and patios free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his visitors. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his visitor, shall be the responsibility of Lessor or his assigns. Lessees agree that no signs shall be placed or painting done on or about the leased premises by Lessees or at his direction without the prior written consent of Lessor.
 1. Quarterly maintenance shall be done to check the smoke detectors and replace air filters. Notice will be given at least one day before doing such scheduled maintenance.

15. **Pets.** Lessee shall keep no pets on the leased premises without the written consent of Lessor. If Lessee is discovered to have a pet, Lessee may be forced to vacate the property immediately, the Lessee is still responsible for the remainder of the rent owed through the completion of the lease term as defined above.
16. **Display of Signs.** During the time of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" signs on the demised premises and of showing the property to prospective purchasers or tenants.
17. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
18. **Surrender of Premises.** At the expiration of the lease term, Lessees shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
19. **Default.** If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessees shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10 days of receipt of such notice, Lessees have corrected the default or breach or have taken action reasonably likely to effect such correction within a reasonable time.
20. **Abandonment.** If at any time during the term of this lease Lessees abandon the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessees for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessees, re-lease the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-leasing and, at Lessor's option, hold Lessees liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-leasing. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessees, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
21. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
22. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Alabama. Additional information regarding radon and radon testing may be obtained from your public health unit.
23. **Other Terms:** Lessor will provide monthly pest control.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor

Signature
Badger Properties, LLC

Printed name

Date

Lessee # 1

Signature

Printed name

Date

Phone

Parent / Guarantor Name: _____

Phone _____

Parent / Guarantor Address: _____

Lessee # 2

Signature

Printed name

Date

Phone

Parent / Guarantor Name: _____

Phone _____

Parent / Guarantor Address: _____