

YORKTOWN PROPERTIES, L.L.P. d/b/a YORKTOWN COMMONS APARTMENTS RENTAL AGREEMENT

1. **PARTIES.** THIS RENTAL AGREEMENT made this ____ day of _____, 2007 between **Yorktown Properties, L.L.P. d/b/a Yorktown Commons Apartments** (hereinafter referred to as Landlord) and _____ (hereinafter referred collectively to as Tenant).

This Agreement is written to comply with the Alabama Uniform Residential Landlord Tenant Act (hereinafter, the "Act") and nothing in this Agreement is intended to limit, waive or forego rights or remedies of the Landlord or the Tenant pursuant to the Act and nothing in this Agreement is intended to waive or forego obligations or duties of Landlord or Tenant pursuant to the Act. It is the intent of the Landlord and Tenant that all provisions in this Agreement which do not conflict with the Act shall be fully binding on the Landlord and Tenant and shall be fully enforceable. Landlord for itself and/or as Agent for the owner of the leased premises is authorized to manage the leased premises and is authorized to act for and on behalf of the owner for the purposes of service of process and receiving and accepting for notices and demands, at Landlord's physical address which is 1625 Hargrove Road East, Tuscaloosa, Alabama 35405, and at Landlord's mailing address which is 1625 Hargrove Road East, Tuscaloosa, Alabama 35405 or such other location as Landlord may from time to time designate to Tenant by written notice.

WITNESSETH That in consideration of the representations made in the application filed by the Tenant and the conditions and covenants herein set forth, the Landlord hereby leases to the Tenant the following described property:

2. **PREMISES.** Apartment No. _____ at 1625 Hargrove Road East in Tuscaloosa, Alabama, 35405 for use by Tenant as a private residence only.

3. **TERM.** This Rental Agreement is for a term of _____ () months and _____ () days, commencing at 12:00 p.m., noon, on the ____ day of _____, 2007, and ending at 12:00 p.m., noon, on the last calendar day of _____, 200__.

4. **RENT.** The Tenant agrees to pay to the Landlord a rental of _____ & ____/100 (\$_____) Dollars, payable in monthly installments of _____ & ____/100 (\$_____) Dollars, each to be due and payable respectively on the first day of _____, 2007, and on the first day of each month thereafter. All rental payments are to be paid at the Yorktown Commons office or at such place as Landlord may designate. Such rental payment is to be made by check, money order, or bank cashier's check. **CASH IS NOT ACCEPTABLE FOR ANY PAYMENTS DUE. TENANT SHALL NOT WITHHOLD PAYMENT OF RENT TO LANDLORD, WHILE IN POSSESSION OF THE LEASED PREMISES, TO ENFORCE ANY OF TENANT'S RIGHTS UNDER THIS RENTAL AGREEMENT OR THE ACT.**

5. **PRO-RATED RENT.** It is understood and agreed that Tenant is taking possession of the premises on the ____ day of _____, 2007, and is to pay the sum of _____/100 (\$_____) Dollars, as rent, from that day through the last day of _____, 200__.

6. **LATE CHARGES AND RETURNED RENT CHECKS.** The Tenant agrees to pay a late charge of **TEN PERCENT (10%)** of said installment in the event that the monthly installments are not received by **the fifth (5th) day of each month. REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE FIFTH (5TH) MAY OCCUR AND REGARDLESS OF WHETHER THE FIFTH (5TH) IS A HOLIDAY OR OTHER NON-BUSINESS DAY, RENT WILL BE CONSIDERED DELINQUENT IF RECEIVED AFTER THE FIFTH (5TH) DAY OF THE MONTH.**

TENANT FURTHER AGREES THAT IF LANDLORD ELECTS TO ACCEPT DELINQUENT RENT INSTEAD OF PROCEEDING WITH THE EVICTION PROCESS, ONLY A CASHIER'S CHECK OR MONEY ORDER WILL BE ACCEPTABLE FOR PAYMENT OF RENT AND CHARGES AFTER THE 10TH OF THE MONTH.

If the landlord is given a check and said check is not honored on presentation for any reason whatsoever, Tenant agrees to pay a bad check charge of THIRTY ONE & NO/100 (\$31.00) DOLLARS IN ADDITION TO ANY LATE CHARGES. If a second insufficient fund check is received, **only cashier's check or money order will be accepted from Tenant for any payments thereafter.**

Tenant has read, understands and agrees to the Yorktown Commons Apartments late charges and returned rent check provisions.

Initials

7. **DEPOSITS.** At the time of execution of this Rental Agreement, Tenant has deposited with Landlord, the receipt of which is hereby acknowledged, the sum of _____ & no/100 (\$_____) Dollars Security Deposit [said deposit shall not exceed one (1) month's rent except for the case of pets] on the date of or prior to the commencement of the term of this Rental Agreement, to be held without interest, as security for the payment of any damages to the Property, and for any and all sums of money for which Tenant shall or may become liable to Landlord under this Agreement, and for the faithful performance of Tenant If all other covenants and agreements under this Rental Agreement. This security deposit will be returned to Tenant within thirty-five (35) days after the termination or expiration of this Rental Agreement, and any renewal thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements imposed upon Tenant. The Landlord shall provide Tenant with an itemized accounting

of all deductions from the security deposit. The Tenant shall notify Landlord of the address and phone number where Tenant can be reached after the termination of the Rental Agreement. If the Tenant fails to provide such information, the deposit may be mailed to the Tenant at the address of the property. One hundred eighty (180) days after the termination or expiration of the Rental Agreement, Tenant will be deemed to have relinquished its right to the security deposit. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Landlord against the Tenant under the provision of this Rental Agreement.

SECURITY DEPOSIT RETURN. The Landlord shall not be obligated to return the Security Deposit unless the following conditions are met:

- Full term of Rental Agreement has expired.
- No damage to property beyond normal wear and tear to Landlord's property, appliances, blinds, etc.
- No damage to carpet beyond normal wear and tear. No stains, burns, tears, etc. Tenant acknowledges that carpet will be professionally cleaned on or about the time Tenant takes occupancy. Tenant will be charged for professionally cleaning the carpet upon vacating the premises, and the fees associated with cleaning the carpet shall be deducted from the Security Deposit.
- All keys and parking permits are returned.
- Entire apartment, including range, exhaust fan, microwave, refrigerator, bathrooms, closets and cabinets are clean and free of trash and debris and suitable for use by new tenants.
- **Sixty days written notice was given by the Tenant to Landlord.**
- No stickers or scratches or holes in walls, ceilings, doors, cabinets, appliances or plumbing fixtures.
- No decals left in bathtubs.
- No unpaid charges or rent.
- All debris and rubbish and discards placed in proper rubbish containers.
- A valid forwarding address of Tenant shall be provided in writing to Landlord (management).

CHARGES AGAINST DEPOSIT. At the expiration of the term of this Rental Agreement, the balance if any, of said security deposit will be returned to the Tenant after deducting there from any unpaid rent and/or the following charges or damages. If in the discretion of the Landlord such charges are necessary in order to put the leased premises in suitable condition for occupancy by a subsequent Tenant:

- Apartment cleaning charge of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS.
- A stove cleaning charge of THIRTY FIVE AND NO/100 (\$35.00) DOLLARS.
- A refrigerator cleaning charge of FORTY AND NO/100 (\$40.00) DOLLARS.
- A microwave cleaning charge of TWENTY FIVE AND NO/100 (\$25.00) DOLLARS.
- Apartment, fitness room, and/or mail box keys not returned – FIFTY AND NO/100 (\$50.00) DOLLARS.
- Spray for fleas, per application – FORTY FIVE AND NO/100 (\$45.00) DOLLARS.
- Carpet enzyme treatment – SIXTY FIVE AND NO/100 (\$65.00) DOLLARS.
- The reasonable cost of repairing any damage to the premises, furnishings, or equipment, or the cost of replacement of any furnishings or equipment removed from the premises or damage beyond repair.
- If two phone lines are installed, the reasonable cost of returning phone service to one line service.

Charges will be assessed against the security deposit for failure to meet any of the conditions to the satisfaction of the Landlord. Burns, stains, pet soil or other extensive soiling of carpets, blinds or furnishings are not normal wear and tear. Repairs and replacements caused by damage beyond normal wear and tear are not subject to depreciation, but are subject to full replacement cost. Landlord shall return any sums due to Tenant from the security deposit to the payor of the original deposit as recorded at time of deposit. The security deposit or any portion of it that is due to be refunded and an itemized statement of deductions from the security deposit, shall be placed in the U.S. Mail, first class postage prepaid, to Tenant within thirty-five (35) days of the rental agreement expiration date or date of termination of the tenancy. **IN THE EVENT THE ABOVE DEDUCTIONS EXCEED THE AMOUNT OF THE SECURITY DEPOSIT, THE EXCESS SHALL PROMPTLY BECOME DUE AND PAYABLE FROM THE TENANT.** If Tenant fails to provide a valid forwarding address, Landlord will mail, by first class U.S. Mail postage prepaid, the deposit or itemized accounting of deductions, or both, to the last known address of Tenant or, if none, to Tenant at the address of the leased premises. Any deposit unclaimed by Tenant as well as any check outstanding shall be forfeited by Tenant after a period of 180 days. Upon expiration of rental agreement or termination of the tenancy, unpaid rent and other charges bear interest at the rate of six percent (6%) per annum compounded monthly. In the event that a judgment is obtained against the Tenant, interest of twelve percent (12%) per annum shall accrue on the judgment in accordance with Alabama law.

8. PET PROVISION. A. IT IS HEREBY AGREED TO AND UNDERSTOOD THAT THE TENANT DOES / DOES NOT HAVE A PET UPON TAKING OCCUPANCY. IF THE TENANT DOES HAVE A PET, THE FOLLOWING PROVISIONS WILL APPLY:

- The Tenant may have no more than two (2) pets. The Tenant agrees that only the pet(s) described and named below and which have been approved by the manager can occupy the premises. No additional or different pet is authorized under this agreement.
- The Tenant agrees that pet will be kept inside apartment at all times except when on a hand held leash and accompanied by a responsible human companion. Tenant will not have pet unattended on the patio or balcony.
- Pet will not cause: damage, nuisance, noise, health hazard, or soil the apartment, premises, grounds common areas, walks, parking areas, landscaping or gardens. Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury or actions arising from or caused by his pet(s).
- If said pet(s) causes a disturbance to other Tenants' right to quiet enjoyment of their apartment, the owner of said pet will be contacted and given time to cure. If the disturbance is not cured, the owner of pet will be asked to remove the pet from the premises or face eviction. If Tenant vacates the apartment, the Landlord has the right to declare the Rental Agreement in default.
- Any damage caused by the pet(s) to the interior or exterior of the premises; i.e. flooring, walls, trim, finish, tiles, carpeting, sod, plants, etc. will be the full responsibility of the Tenant and Tenant agrees to pay all costs involved in the restoration to its original

condition. If stains caused by the pet(s) cannot be removed, the Tenant agrees to pay the full expense of replacement of carpet, carpet pad, trim, and sealing the floor.

- It is also understood and agreed that the Landlord will have the premises including all carpet, professionally cleaned and fumigated for fleas and ticks at the expense of the Tenant when Tenant vacates the premises.
- Tenant will provide adequate and regular veterinary care of pet(s), and ample food and water. Pet(s) will not be left unattended for any due length of time. Tenant will diligently maintain cleanliness of litter pans, sleeping and feeding areas.
- It is further agreed and understood that Landlord may enter Tenant's apartment if there is reasonable cause to believe an emergency exists with respect to said pet(s) and Landlord is unsuccessful in contacting Tenant. Examples of an emergency would include abuse, abandonment or any prolonged disturbance. If it becomes necessary for the pet to be placed out for board, all costs incurred will be the sole responsibility of the Tenant.
- Tenant agrees to indemnify, hold harmless and defend Landlord or Landlord's agents against all liability, judgments, expense (including attorney's fees), or claims by third parties for any injury to a person or damage to property of any kind whatsoever caused by the Tenant's pet(s).
- The Tenant agrees to pay the Landlord a NON-REFUNDABLE PET FEE in the amount of \$300.00 **per pet** and a monthly rental premium of Ten and NO/100 (\$10.00) DOLLARS PER PET. **THE FEE AND THE PREMIUM WILL NOT APPLY TOWARD DAMAGES CREATED BY SAID PET(S).**
- **In the case of a visiting pet, defined as a pet owned by someone other than the Tenant, a pet fee will be required.**
- Tenant agrees to register and immunize the pet(s) in accordance with local laws and requirements.
- Tenant warrants that the pet is housebroken. Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the pet has no vicious history or tendencies.
- **WEIGHT MAXIMUM AT MATURITY MAY NOT EXCEED 20 POUNDS.**

Type of pet: _____ Weight: _____ Breed: _____
 Color: _____ Tag Number: _____ Name: _____

Tenant has read, understands and agrees to abide by the Yorktown Commons Apartments Pet Policy.
Initials

B. IN THE EVENT THE TENANT DOES NOT HAVE A PET UPON MOVING IN, THE FOLLOWING PROVISIONS WILL APPLY: Should the Tenant desire to have an acceptable pet reside on the premises, simultaneous with the pet acquisition, notification to the Landlord will be required for the approval of such pet. Such a pet will be allowed providing all conditions of Article 8A above are met.

C. IF A PET IS FOUND THAT IS NOT REGISTERED AND A FEE HAS NOT BEEN PAID, then the Tenant understands that the total pet fee will be due immediately upon demand. Failure to meet this demand shall result in default of the Rental Agreement, at which time the remedies in the Rental Agreement; specifically in the paragraph subtitled "Default" will be pursued. **IN THE EVENT THE TENANT VACATES THE PREMISES, AND EVIDENCE OF A PET IS FOUND IN THE LEASED PREMISES, THE TENANT WILL BE CHARGED THE AMOUNT OF THE PET FEE IN EFFECT AT THE TIME, AND IN ADDITION, REASONABLE COSTS OF REPAIRING ANY DAMAGES OR REPLACEMENT OF ANY FURNISHINGS.**

9. NOTICES. Notices provided for in this Rental Agreement shall be deemed received two (2) business days after mailing if sent by United States Mail, postage prepaid, and properly addressed to the address of the respective parties or to such other address as the party may designate to each other in writing from time to time. As an alternative for Landlord, notice may be given to Tenant by posting on Tenant's door at the Property. Unless a written request is submitted requesting alternative notice provisions, Notice may be mailed or hand delivered to:

If to Tenant, to:

If to Landlord, to: **Yorktown Commons Apartments Office, 1625 Hargrove Road East, Tuscaloosa, AL 35405**

Further, Landlord has authorized the following persons to manage the premises and act on behalf of the owner for the purpose of service of process and receiving notices and demands: Dawn Key

10. WRITTEN NOTICE TO VACATE. TENANT HEREBY AGREES TO GIVE LESSOR A SIXTY (60) DAY WRITTEN NOTICE OF INTENTION TO VACATE THE PREMISES. SUCH NOTICE MAY ONLY BE GIVEN SIXTY (60) DAYS PRIOR TO THE LEASE EXPIRATION DATE. RENT MUST BE PAID FOR SIXTY (60) DAYS FOLLOWING NOTICE. Tenant hereby agrees that the notice to vacate is irrevocable and should said premises not be vacated on or before the date given in this notice, Landlord may at its option consider Tenant in default of lease and no deposit refund will be made. Tenant shall then be held responsible for all rents until such time as the premises are re-rented.

11. SURRENDER OF PROPERTY. At the expiration or termination of the tenancy hereby created, Tenant shall surrender the Leased Property in the same condition as the Leased Property was in upon delivery of possession thereto under this Rental Agreement with any additions thereto as provided in this Rental Agreement, reasonable wear and tear excepted, and shall surrender all keys for the Leased Property to the Landlord at the place designated for payment of rent. Tenant shall thoroughly clean the Property and remove all trash and other debris from the Property which was brought to or accumulated on the Property during Tenant's period of occupancy prior to the expiration or termination of the Rental Agreement. Tenant shall remove all of its fixtures and any alterations or improvements which Landlord requests to be removed, before surrendering the Property as aforesaid, and shall repair any damage to the Leased Property caused thereby. Tenant shall remove all of Tenant's property, or the Property of others which he has permitted on the Property, prior to the expiration or termination of this Rental Agreement. Any property not removed upon the expiration or

termination of the Rental Agreement shall be considered to be abandoned by Tenant, or those who have left the property on the Property, or those having any interest in the property, and Landlord may dispose of the property in any manner it sees fit, or Landlord may claim the property as its own, in either of which events, without liability or obligation to anyone, and with indemnification from Tenant. Any action or non-action taken by Landlord with respect to such property shall not affect, substitute for, or relieve Tenant of any responsibility or obligation under this Rental Agreement. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Rental Agreement.

12. HOLDING OVER. Should Tenant continue in possession of the Property after the termination or expiration of this Rental Agreement and, provided that Tenant is not deemed to have renewed the Rental Agreement for another term, or provided Landlord has waived such provision in writing, then, in the absence of a written agreement to the contrary, the Landlord may bring an action for possession and the **Tenant shall be responsible to the Landlord for an amount up to three (3) months' rent or the actual damages sustained by the Landlord, whichever is greater, and reasonable attorney's fees.** If the Landlord consents in writing to the Tenant holding over, the tenancy shall be month-to-month and the same terms and conditions of this Rental Agreement shall apply during the holdover period.

13. AUTOMATIC RENEWAL. IF LESSEE FAILS TO GIVE WRITTEN NOTICE OF INTENTION TO VACATE PREMISES, IT IS HEREBY AGREED AND UNDERSTOOD THAT AT THE EXPIRATION DATE SET OUT ABOVE THIS LEASE IS AUTOMATICALLY RENEWED FROM YEAR TO YEAR THEREAFTER.

Tenant has read, understands and agrees to the Yorktown Commons Apartments automatic renewal provisions. [Redacted] Initials

14. CANCELLATION OPTION. If Tenant should desire to terminate the terms of this Rental Agreement prior to the expiration thereof, for any reason other than default of Tenant, Landlord shall permit such early termination of this Rental Agreement provided that the following conditions are met:

- a. Tenant provides a written notice at least 30 days prior to the last day of the month in which the Tenant desires to terminate the Rental Agreement stating Tenant wishes to terminate this Rental Agreement early.
- b. Tenant pays to Landlord as consideration for Landlord permitting Tenant to terminate this Rental Agreement, prior to the date of cancellation, an amount equal to the lesser of (i) (\$ [Redacted]), plus the security deposit, or (ii) the balance of the rents reserved to Landlord hereunder.
- c. All monies due through the date of termination must be paid by money order or cashier's check prior to vacating the premises.
- d. The premises will be left in good clean condition with no damages, ordinary wear and tear excepted.
- e. If all these conditions are not met, the Landlord will consider the full Rental Agreement term in effect and will pursue all legal remedies provided for by the Rental Agreement.

Tenant has read, understands and agrees to the Yorktown Commons Apartments cancellation option. [Redacted] Initials

15. OCCUPANTS. The Tenant agrees that the premises are to be occupied only by those persons specifically named in the Tenant's application. If any other person(s) reside(s) with the Tenant without prior written authorization from the Landlord, the Landlord has the right to declare the Rental Agreement in default. The Tenant further agrees that the above demised premises cannot be assigned or sublet by said Tenant either in whole or in part.

Tenant has read, understands and agrees to the Yorktown Commons Apartments occupancy provisions. [Redacted] Initials

16. USE OF PROPERTY. The Property during the term of this Rental Agreement shall be used and occupied solely as a single family residence for Tenant and Tenant's immediate family, said occupancy not to exceed [Redacted] persons, and in no event shall the occupancy exceed the maximum number allowed by law or ordinance. Tenant shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of Landlord. Under no circumstances shall the Leased Property be used in any way for the conduct of any business activity, including, but not limited to, the providing of day care services, repair business and hair care business. Tenant agrees and covenants that Tenant, Tenant's family, agents, guests, employees, and invitees, at all times, shall fully comply with all covenants, agreements, conditions, rules and regulations, which are part of this Agreement.

17. STRUCTURAL DAMAGE. If the leased premises, or the building in which the leased premises is located shall be damaged by fire or other unforeseen event, without fault of the Tenant, then, and in that event, the Landlord shall have the option to decide whether the Landlord shall or shall not repair and restore said building or leased premises to their original shape; and if the Landlord decides to repair and restore the building or the rented premises as aforesaid, then, from the time such damages occur until the repairs are completed, an equitable abatement of the monthly installments will be allowed. It is agreed, however, that if the damage is such as not to render the leased premises untenable for the purpose for which they are rented, then there shall be no abatement of the rent while the repairs are being made.

Except for the normal hanging of pictures and wall decorations that do not deface wood, masonry or sheetrock surfaces, the Tenant shall not drive any nails or tacks or set any screws into any part of the apartment or building, or make any structural change whatsoever.

18. EXAMINATION OF PROPERTY. Other than the habitability of the Property, neither Landlord nor its agents have made any representations with respect to the residence, land, appurtenances, improvements, fixtures, appliances or any of the leased Property except as expressly set forth herein, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except

as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, no representation, statement, or warranty, expressed or implied, in fact or in law, has been made by or on behalf of Landlord as to the title, nature, and condition of the leased Property. Landlord makes no representation or warranty as to, and Tenant hereby relieves Landlord of all such liability related to, the condition of the Property.

Tenant has examined the leased Property, and the taking of possession of the Rental Agreement Property by Tenant shall be conclusive evidence that **Tenant accepts the Leased Property "as is"** at move-in and agrees and acknowledges that it is habitable, tenable and livable, and that the leased Property was in good condition at the time possession was taken. Tenant is responsible for returning the premises in the same condition. Tenant will complete a unit move-in inspection sheet and provide it to Landlord to document unit condition, and Tenant agrees to keep a copy of the inspection sheet. This inspection sheet must be returned within five (5) days of the occupancy date on this rental agreement to be valid. Should the Tenant be unable to obtain possession on the date of the rental agreement term because of delays of the Landlord, or by reason of the holding over of any previous occupants of said premises, or if a building is to be constructed and workmen or contractors have not brought the building to a condition permitting occupancy, or should there be any other delay in granting possession, the Landlord shall not be liable in damages to the Tenant, except as otherwise provided in the Act. During such time as Tenant is unable to obtain possession, rent shall be abated on a daily basis. If the Landlord fails to deliver possession of the premises to Tenant in accordance with the rental agreement, Tenant may terminate the rental agreement and receive full refund of security deposit and any advance rent paid or exercise any other or different rights provided under the Act.

19. CARE OF PREMISES. The Tenant shall:

- comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety;
- keep that part of the premises that the Tenant occupies and uses as clean and safe as the condition of the premises permit;
- dispose from the dwelling unit all garbage, rubbish, and other waste in a clean and safe manner;
- keep all plumbing fixtures in the dwelling unit or used by the Tenant as clear as their condition permits;
- use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, and other facilities and appliances in the premises;
- 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
- conduct him 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 premises.

Mold and Mildew (Moisture Accumulation). Tenant shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures. Tenant shall mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathrooms when necessary; and keep climate and moisture in the leased premises at reasonable levels.

Apartment Cleanliness. Tenant shall clean and dust the leased premises regularly, and shall keep the leased premises, particularly kitchen and bathrooms, clean.

Notification of Management. Tenant shall promptly notify management and allow management to access the area to inspect and to correct the presence of the following conditions:

- a water leak, excessive moisture, or standing water inside the leased premises or any community common area;
- mold growth in or on the leased premises that persists after Tenant has tried several times to remove it with household cleaning solution, such as disinfectants, mildew remover, bleach, or a combination of water and bleach;
- a malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises.

TENANT AGREES NOT TO BLOCK OR COVER ANY OF THE HEATING, VENTILATION OR AIR CONDITIONING DUCTS.

Tenant is responsible for leaving the thermostat of their unit on at least 55 degrees at any time they will be away from the property during the winter season. Tenant agrees that failure to set the thermostat as provided in this paragraph shall create an emergency, and Landlord, his agent, his janitor, watchman, employees, and subcontractors may enter the leased premises without the consent or notice to Tenant to properly set the thermostat.

Tenant shall be liable to Landlord for damages sustained to the leased premises or to Tenant's person or property as a result of Tenant's failure to comply with these terms.

Tenant further agrees that if the Tenant willfully neglects to make said repairs or maintain the premises, the Landlord shall be entitled to injunctive relief and reasonable attorneys fees arising from the Tenant's failure to maintain the premises.

Tenant has read, understands and agrees to the Yorktown Commons Apartments care of premises provisions.
Initials

20. RULES AND REGULATIONS. The Tenant agrees to comply with and to cause the Tenant's guests and family members to comply with the rules and regulations for the apartment community that may exist from time to time; and the Tenant agrees that the rules and regulations may be amended from time to time by the Landlord and notice of such amended rules and regulations shall be

sufficiently given by posting a copy thereof on the door of the leased premises. IT IS AGREED THAT THE VIOLATION OF ANY SUCH RULES AND REGULATIONS BY THE TENANT OR ANY OF THE TENANT'S GUESTS OR FAMILY MEMBERS SHALL CONSTITUTE A DEFAULT IN THE TERMS OF THIS RENTAL AGREEMENT. The Tenant hereby agrees to be bound by the following:

Notices: All complaints and requests shall be made to the MANAGER DURING NORMAL BUSINESS HOURS. The Tenant shall also give immediate notice to Manager of any accident, property damage or injury.

Moving: Moving of furniture and other bulky articles other than within the Tenant's own apartment shall be conducted on the premises only after consent of the Landlord is obtained. Any damage to the building or any property of the Landlord or to the person or any property of anyone else by moving of articles in or out of the premises by the Tenant shall be paid for by the Tenant causing such damage.

Pet: A pet will not be permitted in the leased apartment UNLESS EXPRESS WRITTEN CONSENT OF THE LANDLORD IS GIVEN and all conditions as provided in Article 8 of this Rental Agreement are met.

Aerials: The Tenant agrees that no radio wires, television aerials, satellite dishes, or their appurtenances shall be placed on any building.

Guests: The Tenant shall be responsible for his guests and the action of the guests, including any damage done to the premises by any such guest. Persons shall not play in the halls or stairways of the leased premises or be allowed to create disturbances of any nature.

Noises: No Tenant shall make, or permit to be made by his family or guests, any disturbing noises or interfere in any way with right of other Tenants or the operation of the property by the Landlord or its Agents. The volume of any stereo, radio, T.V. computer, or musical instrument or any other noise or music reproduction device must be sufficiently reduced at all times so as not to disturb other occupants in the building. Vocal or instrument practice will not be conducted in or about the premises. The Landlord has the right and sole discretion to determine if the level of volume affects other occupants and can terminate this Rental Agreement if noise violations occur.

Inflammables and Explosives: Storage of kerosene, gasoline, butane or other bottled gases, or other flammable or explosive agencies is prohibited.

Sales: No yard or auction sales of any nature shall be permitted under any circumstances.

Waterbeds: Waterbeds are only permitted WITH WRITTEN PERMISSION OF THE LANDLORD. Such permission will be contingent upon the Tenant providing proof of adequate damage protection under apartment dweller's insurance coverage.

Locks and Keys: The Landlord will retain the pass key to each apartment, and Landlord reserves the right to enter same. No Tenant shall alter any lock or install a new lock on any door leading into his apartment without the prior written permission of the Landlord. If such approval is given, the Tenant shall provide the Landlord with a key for the Landlord's use.

Sweeping: No Tenant shall sweep or throw or permit to be swept or thrown from the leased premises including patios, balconies, windows, and doorways, any dirt or other substances into any of the corridors, halls, or into the yard area or on the porch area of any other Tenant.

Windows and Blinds: Cleaning and maintenance of windows and glass doors are the Tenant's obligation. Foil on windows and glass doors are forbidden. Blinds which are furnished by the Landlord must be used. Should the Tenant desire to use his own drapes/blinds, written permission of the Landlord is required. Personal drapes must have plain, off-white linings. Personal blinds must be white or off-white in color.

Appearance: The hanging of rugs, laundry, towels, mops or articles of clothing over the window sills or balcony rails is forbidden. Outside garbage containers other than those provided by the Landlord are forbidden on the demised premises. Bagged trash is not to be left outside the door of the leased premises. Landlord will charge \$25.00 per bag to remove trash from outside door of the leased premises.

Light Bulbs: The Tenant agrees to replace all burned out or missing light bulbs in his apartment.

Smoke Detectors: All apartments are equipped with smoke detectors for the protection of the Tenant. These detectors should be tested weekly by Tenant to assure their working condition and any problems should be immediately reported to the Manager.

Bicycles/Skates: Bicycles, skates and skateboards are prohibited on sidewalks, tennis court, courtyard, interior sidewalks or in pool areas.

Siding: Where vinyl or aluminum siding is present on the exterior of the building, certain precautions are required. Electric grills must be kept at least TWO FEET away from the siding when in use. Hooks, screws and decorator items cannot be installed or attached to vinyl or aluminum siding. Charges for replacement will be assessed to the Tenant if the siding is damaged.

Grills: THE USE OF CHARCOAL OR GAS BARBECUE GRILLS OR SMOKERS IS PROHIBITED WITHIN 25 FEET OF ANY BUILDING ON THIS PROPERTY. The National Fire Protection Association's "Life Safety Code for Existing Apartment Buildings" (NFPA-101 National Life Safety Code 1991) prohibits the use of grills or smokers within 25' (feet) of any apartment building. This property subscribes to and will enforce this regulation. Further, we caution all Tenants when grilling in appropriate locations 25' (feet) from any building to use extreme caution and be sure of safe usage of the grill. Failure to comply may result in a citation and fine from your local fire marshal and cancellation of this Rental Agreement.

Patios/Balconies: The patio or balcony of the apartment dwelling must be furnished with appropriate patio furnishings, and is not to be used as a storage room. Indoor furniture such as sofas, loveseats, etc. is not allowed on patios or balconies.

Common Areas: Sidewalks, passageways, breezeways, stairways, and other grounds shall not be obstructed by the Tenant, or used for any purpose other than ingress and egress to and from the premises. These unleased portions of the building are reserved to and are under exclusive control of the Landlord. This includes, but not limited to, hanging plants or items in breezeways or stairways and the planting of plants of any kind in the ground.

House Plants: Water tight containers or plastic plant trays or pans should be used under all plants. Tenant will be responsible for replacing the carpet in an apartment if water stains are left in the carpet upon Tenant's vacating the premises. Water tight containers or plastic trays or pans should also be used under plants on upstairs balconies to prevent water from leaking to the balcony/patio below.

THERE ARE OTHER RULES SPECIFIC TO THE LEASED PREMISES WHICH MAY NOT BE ADDRESSED IN ARTICLE 16 TITLED "RULES AND REGULATIONS". THE LANDLORD RETAINS THE RIGHT TO ENFORCE SUCH AS THEY MAY APPLY TO THIS APARTMENT COMMUNITY.

Tenant has read, understands and agrees to abide by the Yorktown Commons Apartments rules and regulations.
Initials

21. SWIMMING POOL & OTHER AMENITIES. All common areas, such as the swimming pool, fitness center, tennis court or any other amenities, are private property for the use of Tenant only. The hours of operation shall be posted. Guests of Tenant must be limited to two (2) persons per apartment at any one time and they must be accompanied by Tenant unless written permission to the contrary is given by the Manager. The current published regulations must be observed as to use of pool by Tenants and guests. There will be no lifeguard on duty; user assumes all risk. No person under the age of twelve (12) years of age will be allowed in or about the swimming pool area unless accompanied by an adult, and no child in diapers will be allowed the use of the pool. Pool use hours will be posted at the pool area. Management reserves the right to deny pool privileges to anyone at anytime. The Tenant further agrees that only a greaseless style suntan lotion may be used and not oil based suntan lotion; and further agrees that unless activity equipment is provided by Landlord, no ball playing, running, or wrestling will be allowed in the pool area.

NO BOTTLES, GLASS CONTAINERS OR FOOD ARE ALLOWED IN THE POOL AREA. Beverages brought to the pool area should be in containers other than glass. Other rules are to be observed as posted throughout the property from time to time by the Landlord.

22. VEHICLES. Only authorized vehicles are allowed and Tenant agrees that only vehicles listed on Tenant's application are so authorized. MANAGEMENT MUST BE NOTIFIED OF THE REPLACEMENT OF VEHICLES. Vehicle is defined as an automobile, pick up truck or small van that is specifically for personal use.

Commercial trucks/vans, mobile homes, recreational vehicles, boats, jetskis, three/four wheel ATV's, trailers and vehicles that have been altered such as "big wheels" and the like are not considered acceptable. Tenant shall not park nor permit Tenant's guests or invites to park boats, mobile homes, recreational vehicles, commercial trucks/vans, jetskis, three/four wheel ATV's, trailers or any other equipment in parking areas designated for automobiles or on the grass or in any other area on the premises. Such vehicles can be towed away at the Tenant's expense. Parking is not assigned or reserved, with the exception of handicapped parking.

Motorcycles, including motorbikes shall not be parked in the breezeways, hallways, patios, and grass or lawn areas. These will be parked in other areas specifically provided by the Landlord with care taken to protect the asphalt from damage caused by kick-stand or oil leakage. Riding of same on sidewalks or lawns is prohibited.

All vehicles in the parking lot of the Tenant, his guests, agents or invitees shall be operable and shall bear a current license plate. Vehicles shall be parked only in the paved areas provided for parking. THE LANDLORD SHALL GIVE TO THE TENANT THREE DAYS NOTICE TO REMOVE ANY UNSIGHTLY OR INOPERABLE VEHICLE AND ANY VEHICLE WITH AN EXPIRED LICENSE PLATE. IF THE TENANT FAILS TO REMOVE THE VEHICLE, THE LANDLORD SHALL REMOVE IT AT THE TENANT'S EXPENSE. INOPERABLE INCLUDES FLAT TIRES AND DEAD BATTERIES.

IT IS EXPRESSLY PROHIBITED TO WORK ON OR REPAIR AN AUTOMOBILE, TRUCK, VAN, MOTORCYCLE OR ANY OTHER TYPE VEHICLE ANYWHERE ON THE PREMISES. LIKEWISE, THE WASHING OF AUTOMOBILES, TRUCKS, VANS, MOTORCYCLES OR ANY OTHER TYPE VEHICLE ON THE PREMISES IS NOT PERMITTED.

23. NUISANCES. The Tenant agrees to comply with all the laws and ordinances of the City in regard to nuisances insofar as the leased premises, streets and all common areas of the Landlord around the property, and that the Tenant will by no act or omission render the Landlord liable for any violation of such City law or ordinance. Should the Tenant, his family or guests, fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable peace and quiet to other Tenants, such as by being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, then it is the Landlord's option to cancel this Rental Agreement, recover possession of premises and the rent for the whole unexpired term of the Rental Agreement shall at once become due and payable.

24. DRUG FREE HOUSING. Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, on the property or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 8021]).

Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug related criminal activity, on the property or near the dwelling unit or otherwise.

Tenant or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Tenant or members of the household WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION, whether on the property or near the dwelling unit or otherwise.

Tenant or any member of the Tenant's household, or a guest or other person(s) under the Tenant's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including but not limited to the unlawful discharge of firearms, on or near the property or dwelling unit.

VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of these provisions shall be deemed a serious violation and a material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Tenant has read, understands and agrees to abide by the Yorktown Commons Apartments drug free housing provision.

Initials

25. MAINTENANCE AND REPAIRS. Unless otherwise agreed by the parties, Landlord, at its expense, shall keep the property in good order and condition (except for normal wear and tear) and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property. The Landlord shall:

- comply with the requirements of applicable building and housing codes materially affecting health and safety;
- make all repairs and do whatever is necessary to put and keep the premises in a habitable condition;
- keep all common areas of the premises in a clean and safe condition;
- maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.

a. Landlord will not be responsible for any costs of repairs or maintenance which are directly or indirectly attributable to the intentionally negligent acts or omissions of Tenant, Tenant's family, guests, agents, invitees, or employees; such expenses or costs being the sole responsibility of Tenant.

b. Tenant shall perform reasonable periodic inspections of the Property, and Tenant shall notify Landlord promptly of any problems or conditions which require or may require repair or maintenance.

26. ALTERATIONS. Tenant shall neither make nor permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws, codes and ordinances. Once made, Tenant shall not remove, alter or destroy such alterations, improvements, and additions without the prior written consent of Landlord. All alterations, improvements, and additions made subsequent to the execution of this Agreement shall become the property of Landlord and shall be surrendered with the Property at the sooner of the termination or expiration of the Rental Agreement. Tenant shall indemnify and hold harmless Landlord from all expenses, liens, claims, and damages to persons or property arising out of, or resulting from the undertaking or the making of any alterations, additions, or improvements hereunder. However, if before the expiration or termination of this Agreement or within sixty (60) days thereafter, Landlord directs Tenant to remove any of its additions, improvements, fixtures, or installations, Tenant shall promptly do so and repair any resulting damage. If Tenant fails to effect such removals or make such repairs, Landlord may do so at Tenant's expense.

27. COVENANT AGAINST LIENS. Tenant shall keep the property free of any liens or other encumbrances arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that the Landlord voluntarily satisfies a lien against the Property incurred by the Tenant, any payments made by Landlord shall constitute additional basic rent, or at the election of Landlord, an item of account payable on demand.

28. ACCESS TO PROPERTY. Landlord, its agents, representatives and employees, at all reasonable times, may enter said Property for the purposes of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to said Property, (3) exhibiting the Property to prospective Tenants, purchasers, or other persons, and (4) accessing Landlord's other property, to decorate, remodel, alter, and otherwise prepare the Property for reoccupancy, and any entry by or on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any right of Tenant, and shall not alter the obligations of the Tenant hereunder or create any right in Tenant adverse to the interests of Landlord. Rent shall not abate in any manner during any permitted entry. Landlord shall provide at least two (2) days' notice of the Landlord's intent to enter the premises by posting notice on the door of the residence of the intent to enter and may enter only at reasonable times. In the event of an emergency, Landlord may enter the premises without the consent of the Tenant.

29. DEFAULT. The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default") shall constitute a breach of this Agreement and Landlord shall have the right to terminate this Rental Agreement or take any action provided for in this Agreement or allowed by law:

- If Tenant shall default in observing, performing, or keeping any term, provision, covenant or condition of this Agreement on Tenant's part to be kept, observed, or performed (other than covenants for payment of basic rent or additional rent) and shall not

cure such default within fourteen (14) days after Landlord gives Tenant written notice thereof. However, failure of Landlord to give such notice shall not be deemed a waiver of such event of default.

- **If the leased Property becomes vacant or deserted for a period of fourteen (14) days without prior notice to the Landlord of the extended absence of the Tenant no later than the fifth day of the extended absence, the Landlord may enter the premises, and relet the premises.**
- If this Rental Agreement is assigned or the Leased Property sublet other than in accordance with the Rental Agreement terms.
- If rent is unpaid when due and the Tenant fails to pay rent within seven (7) days after receipt of written notice to terminate the Rental Agreement for nonpayment and if the rent is not paid within the 7-day period, the Landlord may terminate the rental agreement at the expiration of the 7-day period. If noncompliance of any condition of the Rental Agreement occurs under both subsection (a) and this subsection (d), the 7-day notice period to terminate the Rental Agreement for nonpayment of rent in this subsection shall govern.

Upon the happening of any Event of Default, Landlord, if it shall elect, may collect each installment of rent hereunder as and when the same matures, or terminate this Agreement without further liability to Tenant hereunder, or terminate Tenant's right to possession and occupancy of the Property without terminating the Rental Agreement. In the event Landlord shall exercise such right of election, same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such Event of Default. Landlord may provide notice of Rental Agreement termination and demand for Tenant to vacate the Property within fourteen (14) days in writing. Upon any termination of the Rental Agreement term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Property without terminating the term hereof, Tenant shall within fourteen (14) days surrender possession, vacate the Property and deliver possession thereof to Landlord. Upon any termination of the Rental Agreement or termination of Tenant's possession or occupancy of the Property, or upon any other default by Tenant, the rent hereunder for the entire period and other payments due to Landlord by Tenant shall become immediately due and payable. However, Landlord's right of election once exercised, shall not prohibit the election of another or different remedy at a later date.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of the Rental Agreement, Landlord at its option may enter into the Property, remove Tenant's property and other evidences of tenancy and take and hold possession thereof, without such entry and possession terminating the term of this Rental Agreement or otherwise releasing Tenant in whole or in part from all of its obligation however, including, but not limited to, the obligation to pay the rent and expenses herein reserved for the full term hereof. Upon and after entry into possession without termination of the term hereof, Landlord may, but need not, relet the Property or any part thereof for the account of Tenant to any person, firm, or corporation other than Tenant for such rent, for such time, and upon such terms as Landlord in its discretion shall determine. If any rental collected by Landlord upon such reletting for Tenant's account is not sufficient to pay the full amount of the rental herein reserved and other payments, and not theretofore paid by Tenant, together with the cost of any repairs, alterations, or redecoration necessary for such reletting, Tenant shall pay to Landlord the amount of such deficiency upon demand, and if the rent so collected from such reletting is more than sufficient to pay the full amount of the rent reserved hereunder and other payments, together with the aforementioned costs, Landlord, at the end of the stated term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of the Tenant to Landlord under the terms of this Agreement.

Tenant has read, understands and agrees to the Yorktown Commons Apartments default provision.

Initials

30. REMEDIES, DEFAULT, AND WAIVER. Tenant agrees that all remedies herein given to Landlord including all those not set forth but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Landlord shall not exclude the exercise of any other lawful remedy, nor shall any waiver by Landlord, expressed or implied, or any breach of any term, covenant, or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, condition, or covenant hereof. Failure of Landlord to declare any default upon occurrence thereof or to insist upon strict performance, or delay in taking action with respect thereto, shall not waive such default, but Landlord shall have the right to declare such default at any time and take such action as may be authorized hereunder, in law or equity, or otherwise.

31. UTILITIES AND TAXES. Landlord shall not be required to furnish to Tenant any facilities or services of any kind, including, but not limited to, heat, gas, hot water, electricity, light, and power. Tenant shall procure and pay for all electricity, gas, and other utilities.

32. CONDEMNATION. In the event that the whole or any part of said Property shall be taken by any public authority under the exercise of the power of eminent domain or like power, or whether by an act or omission by any governmental authority constituting inverse condemnation, then the term hereof shall terminate as to the part of the Property so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power. In the event of such occurrence, the rent provided for herein shall be adjusted by agreement of the parties. If no such agreement can be reached, then the amount of the adjustment shall be determined by arbitration, or the Landlord, solely at its option, may terminate this Rental Agreement. All damages awarded for the taking of said Property, or any part thereof, shall be payable in the full amount thereof to, and the same shall be the property of, Landlord, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Property.

33. DESTRUCTION. If the Property shall be made uninhabitable by fire or other casualty, Landlord, if it so elects, may (1) terminate the term of the Rental Agreement, effective as of the date of such fire or casualty, by written notice given to Tenant within fourteen (14) days after such date, or (2) repair, restore, or rehabilitate said Property at Landlord's expense, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a per diem basis while the Property shall remain untenable. Tenant shall not remain in possession of the property after the expiration of the Rental Agreement term.

If the dwelling unit or premises are damaged or destroyed by fire or casualty not caused by the Tenant to an extent that enjoyment of the dwelling unit is substantially impaired, the Tenant may:

- immediately vacate the premises and notify the Landlord in writing within fourteen (14) days thereafter of the Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or
- if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

If the rental agreement is terminated pursuant to this section, the Landlord shall return all security recoverable under Section 7 herein, and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

However, if the fire or other casualty is fault of Tenant or family member, guest, or invitee of Tenant, Tenant shall be liable to Landlord for the cost of repair, restoration, or rehabilitation. If the casualty is covered by Landlord's insurance, Tenant shall only be liable to Landlord for the Landlord's deductible amount, but nothing herein shall be construed to waive any right that Landlord's insurance carrier may have to subrogate against Tenant, or to otherwise attempt to recover its costs, expenses, or damages from Tenant.

34. ASSIGNMENT OR SUBLETTING. Tenant shall not assign or in any manner transfer this Rental Agreement or any estate, interest or benefit therein, or sublet said Property or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Tenant. Each and every transfer or assignment of this Rental Agreement, or any interest therein, shall be null and void, unless the written consent of Landlord is first obtained thereto. As a condition precedent to obtaining such consent of Landlord, the assignee shall assume all obligations of Tenant in writing. Consent by Landlord to any assignment or transfer of interest under this Rental Agreement, or subletting of said Property, shall not constitute a release, waiver, or consent to any other assignment, or any part thereof. Landlord may transfer or assign all or any portion of his rights and interest under this Agreement at any time without restriction. Upon such transfer or assignment, Tenant shall attorn to such transferee or assignee.

Tenant has read, understands and agrees to the Yorktown Commons Apartments assignment/subletting provision.

Initials

35. RENT ADJUSTMENTS. Tenant acknowledges that Landlord shall have the right to adjust the rent due under this rental agreement during the term in an amount equal to any pro rata increase in Landlord's costs due to unforeseen or extraordinary increases in taxes, insurance premiums, or utility costs. Landlord will give Tenant thirty (30) days written notice of the increase. The increase will be effective for all remaining rent installments beginning with the next installment to come due following Tenant's receipt of the notice or such later date as specified in the notice.

36. SUBORDINATION TO MORTGAGES. This Rental Agreement is subject and subordinate to the lien of all current and future mortgages and any renewal, modification, consolidation, replacement, and extension of any mortgage at any time affecting the Leased Property. Although no instrument or act by Tenant shall be necessary to effect such subordination, Tenant shall, nevertheless, execute and deliver such further instruments subordinating this Rental Agreement to the lien of all such mortgages desired by the mortgagee. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant.

37. INSURANCE. Tenant understands that Hazard Insurance purchased by the Landlord covering the building does not cover Tenant's possessions, contents or inventory, and that Tenant shall be responsible for obtaining insurance with respect to same, in amounts and coverages as Tenant shall deem appropriate.

Tenant has read, understands, and agrees to the Yorktown Commons Apartments insurance provision.

Initials

38. SUCCESSORS AND ASSIGNS. All of the covenants, agreements, and conditions herein contained in this Rental Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers, or other personal representatives of the parties of this Rental Agreement.

39. FORCE MAJURE. Notwithstanding anything to the contrary in this Rental Agreement, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions, of this Rental Agreement to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, or any other cause whatsoever beyond the reasonable control of Landlord, or inability of Landlord to obtain reasonable financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

40. HEADINGS. The titles and headings of this Rental Agreement are used only to facilitate reference, and not in any way to define or limit the scope or intent of any of the provisions of this Rental Agreement.

41. MERGER CLAUSE. This Agreement constitutes the entire contract between the parties hereto with respect to the Property, and this Rental Agreement covers, merges, and includes all agreements, oral or written, between the parties hereto and made in connection herewith, whether the same may be made prior to or contemporaneously with the execution hereof. This Agreement cannot be modified or changed by any verbal statement, promise, or agreement by whomsoever made, and no modification, change, nor amendment shall be binding on the parties unless it shall have been agreed upon in writing. All negotiations, considerations,

representations, and understandings between the parties are incorporated into this Rental Agreement. Tenant acknowledges that Landlord, its agents and representatives, have made no representations, warranties or promises with respect to any of the Property except as expressly set forth herein. This Rental Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

42. SEVERABILITY. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provisions shall be either modified to conform to law consistent with the intent of this Agreement or considered severable, with the remaining provisions hereof continuing in full force and effect.

43. ATTORNMEN. Tenant shall, in the event any proceeding is brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the Leased Property, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Landlord under this Rental Agreement.

44. TIME IS OF THE ESSENCE. For the performance of all obligations and actions required of Tenant under this Rental Agreement, time shall be considered to be of the essence.

45. SMOKE DETECTORS. The Tenant is responsible for the care and maintenance of the smoke detector in their rental unit, as well as any damage done to the detector. If the detector is defective, Tenant should notify Landlord of this in writing and by telephone immediately.

The alarm horn on the smoke detector lets you know whether it is working properly. If the alarm sounds loudly and continuously when the test button is pushed, the unit is working properly. When the alarm is sounding (other than during a test) the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the combustion particles in the air are completely gone.

- If the alarm "chirps" periodically and there is no source of combustion particles present, it must be replaced immediately.
- Test the detector regularly (weekly is recommended) by pressing on the test button for up to 10 (ten) seconds until the alarm sounds.
- It is Tenant's responsibility to make sure that the unit is securely mounted on the wall and is free of dust, cobwebs, etc.

Tenant has read, understands and agrees to the Yorktown Commons Apartments smoke detector provisions.

Initials

46. RECORDING OF RENTAL AGREEMENT. At the option of either party, a memorandum of Rental Agreement in recordable form containing a short form of this Rental Agreement shall be executed by the parties and may be recorded in the county wherein the Premises are located. All recording costs and costs for preparation of the memorandum of Rental Agreement shall be paid by the Tenant.

47. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that this Rental Agreement and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties.

48 ADEQUATE ASSURANCE OF FUTURE PERFORMANCES. Tenant agrees to execute all additional documents and instruments reasonably requested by Landlord to effect the purposes and intentions of this Agreement.

49. GOVERNING LAW. This Agreement and the rights of all parties thereto, shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama. It is agreed that any legal action or other proceeding against or between any of the parties shall occur in Tuscaloosa County. Each party waives personal services of all process provided that such process is delivered by certified mail in the manner provided for notices in §35-9A-461(c).

50. DISPUTE RESOLUTION/ARBITRATION. The parties agree that all disputes where the amount in controversy does not exceed \$10,000.00 shall be resolved in a Court of Competent Jurisdiction without a Jury. As such the parties here expressly waive the right to trial by jury for such claims and controversies that do not exceed \$10,000.00.

For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this agreement, the Landlord Tenant relationship created by this agreement, and any and all other disputes whatsoever between the Tenant and the Landlord, its agents, servants, employees, insurers, and assigns shall be resolved through a process of Binding Arbitration pursuant to the Commercial Rules of the American Arbitration Association. A copy of these rules and a further explanation of Arbitration and how it works is available at the American Arbitration Association's website at www.ADR.org.

51. GRAMMATICAL USAGE. In construing this Agreement, any word contained in the text of this Agreement shall be read as the singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

52. RELATIONSHIP OF PARTIES. Nothing contained in this Rental Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between Landlord and Tenant, except that of landlord and Tenant.

53. CONSTRUCTION. This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided it.

All terms of the Rental Agreement are intended to be in compliance with all federal and state laws. This Rental Agreement shall bind, inure to the benefit of and be enforceable by the Landlord and Tenant, their respective heirs, beneficiaries, legal representatives, successors and assigns.

54. ACKNOWLEDGMENT. Tenant hereby acknowledges that he or she has read this entire agreement and the rental application. Tenant understands that the rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well being of all occupants of the premises, and affirms that tenant will, in all respects, comply with the terms and provisions of this agreement. Tenant acknowledges that this rental agreement is a legal document and is intended to be enforceable against tenant and any guarantor in accordance with its terms and conditions.

READ YOUR RENTAL AGREEMENT BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007.

LANDLORD: Yorktown Properties, Limited Partnership d/b/a Yorktown Commons Apartments

Type Name, Agent for Landlord

TENANTS:

Type Name

Date

Type Name

Date

Type Name

Date



"We are an equal housing opportunity provider. We provide rental housing without discrimination on the basis of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected classes."