

RESIDENTIAL AUTOMATIC RENEWAL LEASE

Form Approved by the Birmingham Association of REALTORS®, Inc.

9/24/03 (Previous Forms Obsolete)

20070907000421190 1/8 \$32.00
Shelby Cnty Judge of Probate, AL
09/07/2007 12:12:35PM FILED/CERT

The word apartment shall include single family residence, duplex, triplex and any residential unit.

This lease made this 29 day of AUGUST, 2007, by and between Simon and Chare' Parkin hereinafter called "Lessor", and David and Malinda Hannah hereinafter referred to as "Lessee", by _____, hereinafter referred to as Agent for Lessor.

WITNESSETH:

1. **TERM:** That the Lessor does hereby lease and rent unto the Lessee and the Lessee does hereby take as tenant under said lease ~~Apartment~~ Number 249 in the building(s) ~~known as~~ House situated at Stonecreek Way, Helena in the State of Alabama to be used by the Lessee and his/her family only as a private dwelling apartment and for no other different objects or purposes for and during the term of 12 months and 0 days, beginning on the 1st day of October, 2007 and ending on the 30 day of September, 2008.

PLEASE NOTE RENEWAL: AND FROM YEAR TO YEAR THEREAFTER, provided, however, that in no event shall the lease extend for more than a ten (10) year term and provided that either the Lessor or the Lessee may terminate this lease on the 30 day of September, 2008, or any year thereafter by either party giving the other party at least sixty (60) days prior written notice of intention to terminate.

NOTICE: Any notice provided for herein may be delivered, if by Lessee to Lessor, by mailing the same by Certified Mail to the office of the Lessor's agent, or by hand delivered in person, but such delivery must be acknowledged in writing by Lessor or Lessor's agent at time of such delivery; if by Lessor to Lessee, by serving on Lessee in person or by leaving said notice at or on the leased premises or by mailing said notice to Lessee at the leased premises by ordinary or Certified Mail; and Lessee hereby agrees that any notice addressed to him/her at the above address shall be legal notice the same as if personally served. All notices hereunder must be given in writing and notices not given in writing will be considered void and without effect.

RENT DUE ON FIRST: IN CONSIDERATION WHEREOF the Lessee agrees to pay the Lessor, or said agent, at the office of said agent on the first day of each calendar month of said term, in advance, as rent for the premises the sum of one thousand one hundred Dollars (\$ 1,100.00) per month.

SERVICE CHARGE AND RETURN CHECK CHARGE: Lessee further agrees to pay the Agent a service and bookkeeping charge of \$ N/A if the rent is paid after the tenth (10th) day of the month in which the rent is due and/or if a payment accepted as rent or other payment is returned unpaid to Agent for any reason. Legal collection procedure may begin at any time after the first (1st) day of the month.

2. **POSSESSION:** Lessor shall not be liable for the failure to deliver possession of the leased premises, other than to the extent of abatement of rent from the date of the commencement of this lease to the day possession is delivered to Lessee on the rental basis herein set forth and the entering into of this lease shall not be considered as a guarantee or assurance of possession until same is actually delivered.

As the leased premises are in an apartment building or complex with many apartments and as the occupancy of one tenant might interfere with the leasing or enjoyment of other apartments, therefore, without reflection upon the Lessee, it is agreed and understood that in the event the Lessee or occupants of the leased premises shall, in the

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

reasonable judgment of the Lessor, such judgment to be conclusive, engage in any act or perpetrate any conduct that could interfere with the leasing of other apartments or the quiet enjoyment of other apartments by other tenants, then the Lessor 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 fifteen (15) days written notice to the Lessee of the election of the Lessor to so terminate this lease.

In the event this lease is terminated under this paragraph the Lessor shall refund to the Lessee at the time the Lessee vacates the leased premises, the unearned portion of the rent so paid in advance on the rental basis herein set forth. Nothing herein contained shall be deemed a waiver of the Lessor of any claim for damages for injury to property prior to the date of termination.

3. **DAMAGE TO PREMISES:** Lessee shall pay the expense of replacing all glass broken and shall replace all keys lost or broken, and maintain the premises in such condition as the same are in at the commencement of the term or may be put in during the term, reasonable wear and tear excepted, and Lessee shall permit no waste of the leased premises nor allow the same to be done, but Lessee shall take good care of the same and Lessee is and shall be responsible and liable for any injury or damage done to the leased premises, or the building in which the same are located, by the Lessee, his/her employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises. Lessee shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of the Lessor and Lessee.

4. **SECURITY, CLEANING & DAMAGE DEPOSIT:** Lessor and Lessee agree that Lessee will deposit with Lessor's Agent the sum of \$ N/A on the date of execution of this lease, to be held, without interest payable to Lessee as a security for the payment of rent; cleaning, repair and replacement cost; and any all other sums of money for which Lessee shall or may become liable to pay to lessor under this lease and for the faithful performance by Lessee of all covenants and agreements under this lease, said deposit to be returned to Lessee after the termination of this lease and any renewal hereof, provided Lessee shall have made all such payments and performed all such covenants and agreements.

LESSEE CANNOT REDUCE THE LAST MONTH'S RENT BY THE AMOUNT OF THE DEPOSIT.

In addition to other requirements in this lease, THE DEPOSIT WILL NOT BE REFUNDED IF:

- a. This lease is terminated or assigned or if the premises are sub-let or re-let or the Lessee moves out at any time other than on a renewal or anniversary date of this lease agreement, nor shall such deposit be applied to any other fees due to Lessor or his/her agent, nor to any rent due hereunder. The foregoing applies even though the Lessor may agree to a termination, assignment, sub-let or re-let.
- b. Lessee fails to surrender possession and all keys to Lessor at the time of move out.
- c. The premises are not clean and free of all damages.

Nothing herein shall be deemed to limit the liability of Lessee for damages or cleaning to the premises as it relates to the amount of the deposit and such charges shall not be considered as liquidated damages. If any portion of said deposit is not refunded, Lessor will give Lessee a written statement of said non-refunded amount and/or said refund within 45 days after vacancy, if provided with a forwarding address by the Lessee.

In the event this lease is sold, transferred or assigned by Lessor or Lessor's Agent, Lessee agrees that this deposit may also be sold, transferred or assigned with the lease without further notice to Lessee and Lessee indemnifies and holds harmless the Agent for said sums of deposit after such a transaction.

5. **CONDITION OF PREMISES:** Lessee has examined the premises, is satisfied with the physical condition and his/her taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

specified, and he/she agrees that no representation as to condition or repair has been made except as is contained in the lease and he/she agrees that no promise to decorate, alter, or improve the premises has been made except such as is contained in the lease.

Any written agreement to decorate, alter, repair or improve the premises shall not carry forward and be made a part of any extensions or renewals of this lease.

6. **SUB-LEASE:** Lessee shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written consent of Lessor, nor shall he/she offer any portion of the premises for a sublease by placing on the same any "to rent," "furnished room," "rooms to rent," or similar sign or notice or by advertising the same in any newspaper of place or manner whatsoever without the consent in writing of Lessor.

THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.

In this lease agreement, if by consent premises are sub-let, or re-rented, Lessee agrees to pay to Lessor's agent a service charge equal to N/A % of the remaining rent due under this lease to its expiration, or a minimum of \$ N/A, whichever is greater.

7. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** In the event the Lessee vacates or abandons the leased premises before the expiration of the term whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege, at Lessor's option, of re-entering and taking possession of leased premises and let same as agent of Lessee and apply the proceeds received from such letting towards the payment of the rent and/or other charges due by Lessee under this lease and such re-entry and re-letting shall not discharge Lessee from liability or rent nor from any other obligation of Lessee under the terms hereof, or at the option of the Lessor the rent for the entire term shall at once become due and payable and Lessor may proceed to collect the rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance or Lessor may at his/her option, re-enter the leased premises and upon giving 24 hours written notice to the Lessee annul and terminate this lease. Such re-entry shall not bar the right to recovery of rent or damages for breach of covenants nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

8. **FIRE AND CONDEMNATION CLAUSES:** In the event the leased premises are totally destroyed by fire, rain, wind or other cause beyond the control of Lessee, or are condemned and ordered torn down by the properly constituted authorities of the State, County, City, or other authority, then in either of these events the lease shall cease and terminate as of the date of such destruction or condemnation. The rental shall then be accounted for between the Lessor and Lessee up to the time of such damage, taking or destruction of said premises, the Lessee paying up to said date and the Lessor refunding the rents collected beyond said date.

If the leased premises are damaged by fire, rain or wind beyond the control of Lessee, so as to render the same partially untenable or partially unfit for the use of purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event this lease shall remain in full force and effect, and the Lessor shall within a reasonable time restore said premises to substantially the condition the same were in prior to said damages, and there shall be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the lease.

9. **SERVICES:** The Lessor shall in no event be liable for damages for stoppage of elevators or heat or electricity or water or for the machinery of appliances pertaining to the building breaking or getting out of order, or being out of repair. The Lessor or Lessor's Agents or Employees shall, in no event be liable for injury to any person or property caused by any defect in the heating, gas, electrical, water or elevator apparatus. The Lessor (including Lessor's Agents or employees) shall in no event be liable to any person for any damages of any nature which may occur at any time on account of any defect in said building, premises, improvements thereon, or appurtenances thereto, whether such exists at the date of this Lease or arises subsequently thereto, or whether such defect was known or unknown at the time of such injury or damage, or for damages from wind, rain or other cause whatsoever, all claims for such injury or damage being hereby expressly waived by Lessee. The Lessor shall not be required to make any repair or to do any work on or about the leased premises. No agreement to repair shall be valid unless the same is in writing.

10. **SIGNS AND REPAIRS:** Lessor in person or by Agent shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants or purchasers. He/she shall also have the right to display "for rent" signs on said building or premises and to advertise the same for lease, and may at any time remove placards, signs, fixtures, alterations, or additions not in conformity with this lease, or with the rules and regulations now or hereafter adopted and may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the leased premises or the building.

11. **PERSONAL PROPERTY:** All personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant thereto, shall be at the risk of Lessee, or the parties owning same, and Lessor and Lessor's Agents or Employees shall in no event be liable for the loss of or damages to such property or for any act or negligence of any employer or of any co-tenants or servants of tenants or occupants or of any other person whomsoever in or about the building.

12. **HOLDOVER CLAUSE:** If Lessee or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Lessor shall, at his/her option, have the right to charge Lessee as liquidated damages for the time such possession is withheld a sum equal to twice the amount of rent, or to treat such holding over as a renewal by Lessee of the lease for another year, upon the same terms and conditions, except that the monthly rental shall be at the election of the Lessor the same rental price per month as set forth in this lease agreement, or in the event the Lessor has notified the Lessee in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth, in said notice, and in the event Lessor elects to treat such holding over as a renewal of this lease each and all of the other terms of this lease shall be and remain in full force and effect for the renewal terms.

13. **LEAD PAINT 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

14. **ATTORNEY'S FEES AND WAIVER OF PERSONAL PROPERTY:** The Lessee will pay a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents or other charges due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods,

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

furniture, effect or personal property of the Lessee upon said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payment of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal property as exempt from levy and sale, under the laws of any state or the United States.

15. **REINSTATEMENT:** If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorney's fee and other charges and thus makes himself/herself current, and/or remains or continues to be in possession of the leased premises or any part thereof (with the Lessor's consent), this lease will be considered reinstated, and will continue in effect as though it had not been terminated.

16. **PERSONAL INJURY:** As a part of the consideration hereof, the Lessee hereby covenants and agrees to hold the Lessor, the Lessor's Rental Agents and the Servants and Employees of either, free and harmless from any and all liability for claims for damages, or other claims for personal injury, or death, sustained by Lessee, or sustained by any other person, while on the leased premises or adjacent thereto during the terms of this lease as the result of negligence, or other conduct, of the Lessor, or of the Lessor's Servants, Agents or Employees.

17. **CONFORMITY TO REGULATIONS:** Neither the Lessor nor his/her agent warrants or represents that the premises herein described conform to the requirements of any regulation or laws, and it is distinctly understood and agreed that the Lessor at his/her option may void this lease in the event that any city, county or municipality demands any repairs or improvements other than those set forth in this lease.

18. **OCCUPANCY, TAX, GARBAGE TAX & OTHER:** The Lessee will pay all sewer service charges, garbage collection fees, occupancy taxes and any and all other municipal license fee or charges which may hereinafter be imposed by the county or municipality wherein the said leased premises is located. Said sewer service charges, garbage collection fees, occupancy taxes, and any and all other municipal license fees or charges shall be paid by the Lessee as soon as such charges become due. In the event the tenant fails to pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges as may hereafter affect said lease premises, as soon as they become due, the Lessor may at the option of the Lessor, pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges and any such items so paid by Lessor shall bear interest from date of payment by Lessor to day of repayment by Lessee at 8% per annum, and same shall become a part of the rent due under the lease and in addition to the regular rental charge. Any failure of the tenant to pay the assessment or to repay the Landlord such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges and fees as may be hereinafter imposed against the leased premises shall be a default in the payment of the rent provided for in this lease.

19. **BURGLARY / SECURITY:** The Lessee 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 Lessee.

20. **SMOKE DETECTORS:** The undersigned Lessee acknowledges and certifies that: management has installed smoke detector(s) in the said residential unit and determined it to be operational; and that tenant has checked and verifies that the smoke detector(s) in the said residential unit is operational; and that maintenance required during the initial and successive lease terms to maintain (including batteries) the smoke detector(s) in proper working condition is the sole responsibility of the Lessee (see attached addendum).

21. **RULES:** The rules and regulations printed on this contract of lease are specifically assented to and accepted as a part of this contract of lease. The Lessor shall have the right to change or modify such rules and regulations whenever in

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

the opinion of the Lessor it is necessary or advisable to do so and Lessee, when given written notice from Lessor of such change or modification shall comply. The Lessor, however, shall not be liable to the Lessee for violation of any of the rules or regulations or the breach of any covenant or condition of any lease by any other Lessee in the building or buildings. Current rules referred to in this section are printed on the page 6 and 7.

~~22. AGENT'S COMMISSION: THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.~~ CP


~~Lessor in consideration of the services rendered by _____, as agents of Lessor in leasing said premises to Lessee, does hereby authorize said _____ its successors or assigns to collect and receipt for the rents payable hereunder during the entire term and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said _____ its successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, an amount equal to _____ % of all rents paid by virtue thereof, whether or not affected by _____ or any other person, firm or corporation, or whether or not said rent is paid direct to _____, its successors or assigns, payment of said commissions to be made as and when rents are received by the Lessor, its successors or assigns, and the said _____, its successors or assigns, shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and edicts herein described. In the event this lease is terminated for any reason, prior to the expiration date, the agent shall not be obligated to refund any portion of the commissions paid to it.~~

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Witnesses:

_____(L.S.)
By Chare' Parker ~~Agent~~ OWNER
By Simon W. Allen OWNER

David Hannah
(Tenant Signature) Lessee
Malinda Hannah
(Tenant Signature) Lessee


20070907000421190 6/8 \$32.00
Shelby Cnty Judge of Probate, AL
09/07/2007 12:12:35PM FILED/CERT

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

RULES AND REGULATIONS

Which are referred to in the within lease
and made a part thereof for the mutual benefit of lessor and lessee.

1. The sidewalk, front stoop, entry, passages, halls, corridors, elevators, and stairways shall not be obstructed by any of the Lessees or used by them for any purpose other than those of ingress and egress from their respective apartments.
2. No carpet or rugs shall be beaten, cleaned or shaken out of the windows, or in the halls or corridors of the building, nor shall anything be thrown or swept by the Lessee, their agents or employees, out of the windows, doors, or other openings, or in the halls or corridors of the buildings.
3. No article shall be suspended outside the building or placed on the window sills thereof save with the consent in writing by the Lessor.
4. ~~No animals or pets shall be kept or harbored in the demised premises unless the same, in each instance, be expressly permitted in writing by the Lessor or Lessor's Agent and such consent if given shall be revokable at any time. Any waiver or failure to insist upon strict compliance with this paragraph shall not be considered as a waiver or estoppel as to this Lessee or to any other Lessee.~~ Pets allowed. Any damage done by pets is responsibility of Lessee to repair.
5. ~~The halls, corridors and elevators of the building shall not be used under any circumstances as a playing ground for children and no bicycles, baby carriages or other vehicles will be allowed to remain therein.~~
6. All Lessees and occupants must observe strict care not to leave their windows open when it rains, hails, sleets or snows, or in high winds; and for any fault or carelessness in these respects, or any of them, shall make good all injury or damage sustained by other tenants and by the owner, resulting from such default or carelessness.
7. No additional locks shall be affixed to any door except by written consent of Lessor. Nor shall any existing locks be changed without Lessor's written consent. If consent is given hereunder, then Lessee must furnish Lessor with a key to said lock or locks without charge to Lessor and said lock shall remain as a part of the premises at the end of the Lessee's tenancy and all keys then turned over to the Lessor.
8. The Lessee will not erect an exterior aerial without the written consent of the Lessor and under the direction of the Lessor or his/her agent.
9. Musical instruments, radios, television and any other sound reproducing equipment shall be used in such a manner so as not to annoy and disturb other tenants. It is specifically understood by the Lessee that the sounds produced shall be controlled so that they are audible only within the apartment in which the sound is produced.
10. The Lessee is to be responsible for all damages to the premises, staircase or halls, caused by moving in or out of the premises by the Lessee or Lessee's agents of furniture, boxes or bulky articles.
11. Kitchen and other refuse must be kept in proper receptacles and securely sealed at all times to prevent odor, or access by animals, pests or rodents.
12. ~~Servants, except nurses accompanying children are to make entrance and exit from the building through service entrances, and they will not be allowed to stand or loiter in the halls or corridors or on the stairs, or to be on the roof or in the basement, except on business.~~

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

13. Where a swimming pool, wading pool and/or patio or patios are a part of the total premises, the Lessor reserves the right to issue special rules and regulations concerning the use of said areas.

14. The Lessor has the option to charge Lessee a fee determined by Lessor for performing special services requested by the Lessee. Such special services as opening doors, moving equipment or replacing broken glass are examples of such special services but such services are not limited to the above mentioned examples.

15. No air conditioning, cooling, heating or other gas or electrical units shall be installed by the Lessee or at his/her direction without the written permission of the Lessor. Nothing herein is implied or warranted that sufficient electrical, gas, plumbing or waste removal service is available or shall be made available for any such units.

~~16. No washing machine or drying appliance shall be installed without the written permission of the Lessor.~~

17. No automobiles, trucks, trailers, or other objects of transportation shall be allowed on any of the lawns, grounds or sidewalks except in the areas prescribed by the Lessor as parking area. No part of the parking areas shall be reserved to any tenant exclusively. No vehicle may be repaired or stored or left on the premises while not being used for normal transportation. Lessee will not harbor or keep any inoperable cars, trucks, or any other vehicle on the premises at any time, nor shall the Lessee work on said vehicles on the premises.

Lessee hereby agrees that Lessor may tow or have these vehicles towed away at any time by posting a 24 hour notice on the vehicles. No further notice will be required by the Lessor to the Lessee. Lessee agrees to pay the Lessor for his/her expense of towing and storing these vehicles.

18. No part of the yards, lawns, grounds, halls, walks or stairs shall be reserved for the private use of any tenant and no objects of any nature shall be stored, placed or situated on any of these areas without the written consent of the Lessor, and Lessor shall not be responsible for said articles under any conditions unless agreed in writing.

19. If Lessee replaces any appliance, lighting fixture, drapery, etc., that Lessee does assume full responsibility for restoring all such items to their original place upon vacating the premises.



20070907000421190 8/8 \$32.00
Shelby Cnty Judge of Probate, AL
09/07/2007 12:12:35PM FILED/CERT

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.