

Mama Called, LLC

www.wesleypropertiesllc.com

OFFICE: (205) 759-2550

STATE OF ALABAMA

RESIDENTIAL LEASE

TUSCALOOSA COUNTY

This lease made on _____ by and between **Mama Called, LLC, or its assignee**, Party of the first part, hereinafter called the Landlord, and **(Print Tenants Names)** party of the second part hereinafter called the Tenant:

WITNESSETH, That the Landlord does hereby rent and lease unto the Tenant the following premise, hereafter called premises, in the City and/or County of Tuscaloosa, via:

For Occupation By: SIGNED TENANTS ONLY

This lease is for a term beginning at 12:00 noon **August 01, 2025**, and ending at 12:00 noon on **July 15, 2026**. Tenant agrees to pay as a monthly rent on the leased premises the sum of \$ _____. This rent is to be paid in advance on the first day of each month in which due, without deduction or demand payable to: **Mama Called, L.L.C.**

- All rent is collected through tenants' online portal, www.wesleypropertiesllc.com.
- Rent is paid either by ACH or credit card
- NOTE: A credit card fee will be applied when tenant chooses to pay by credit card.
- In the event of a delinquent account, Mama Called, LLC reserves the right to require tenant(s) to pay unit rent with only one (1) cashier's check for full amount due.
- Correct Property Address must be on cashier's check.
- DO NOT BRING CASH TO OFFICE – pay online.
- Rent due for the full term of this lease is \$ _____.

No Proration on July rents. The total full-term rent has been considered and factored into twelve equal installments.

TERMS OF AGREEMENT. Monthly rent is due in the amount of \$ _____ and is due on the first day each month for the lease term, unless otherwise specified.

MONEY DUE BEFORE MOVE-IN. Money due before possession of the premises is taken:

Premises Held /Security deposit to be paid now \$ _____

Last Month's Rent (July 2026) to be paid no later than \$ _____

First Month's Rent (August 2025) to be paid no later than \$ _____

Restoration Fee: Each Tenant on this Residential Lease shall pay a restoration fee of \$ _____ to be paid now. This fee is not refundable, and it is separate from the Security Deposit.

LATE PAYMENT AND RETURNED/REVERSED CHARGES. In the event the rent is not paid in full by the 5th day of the month due, Tenant agrees to pay a late charge of 10% of the total amount due in addition to the monthly rent. If the rent and late fee is not paid by the 10th day of the month an additional late fee of \$10.00 per day shall be charged beginning on the 11th day of the month. If the payment is returned to Landlord unpaid by the bank, for any reason, Tenant agrees to pay a returned/reversed charge of \$30.00 to cover increased administrative and handling expenses. This lease may be immediately terminated at Landlord's discretion after the fourth late payment. Above charges are immediately due and payable or may be taken out of deposit money without notice. **If the account becomes delinquent, all tenants and guarantors are entitled to the payment status on this lease, at Mama Called LLC's discretion.**

SECURITY DEPOSITS. This deposit is solely a security deposit to be held by Mama Called, LLC as a guarantee for your full and faithful performance of all the terms and conditions of this lease and against any damages beyond normal wear and tear caused to the premises or any other part of the Lessor's property by you, your family or guests. It is expressly understood and agreed that smoke damage, any fire or electrical burns, stains, pet soil and/or other extensive soiling of carpets, blinds or furnishings, excessive wall patch/repair and painting, and other damages to the premises, are not normal wear and tear, and may result in additional charges. Also, the removal of trash, debris, household items and furnishings, etc. may result in additional charges. In the event there are unpaid charges due to Mama Called, LLC at the end of Lease, whether for damage to the premises, unpaid rent, late fees, or for any reason whatsoever, it is agreed that the security deposit may be applied by Landlord to reduce these outstanding charges. You agree that the security deposit is not rent and the monthly rent will be paid each month, including the last month of the lease term. Tenants understand no security deposit will be refunded until all rents are received from all tenants. The security deposit will be returned to tenant and/or guarantor within sixty (60) days after the termination or expiration of this lease or any renewal lease, provided you fulfill all terms and conditions of this Lease or any extension thereof, and return the premises to us in good condition subject only to normal wear and tear, free of trash and debris. Mama Called, LLC shall provide tenant with an itemized accounting of all deductions from the security deposit. All keys checked out to tenants at the beginning of this lease shall be returned to Mama Called, LLC. **Tenant shall be responsible for returning all bedroom keys. There will be a charge of \$35.00 per replacement key (Tenant must leave their bedroom key in their bedroom door knob or on their bathroom countertop).** The tenant shall provide Mama Called, LLC with a forwarding address in writing. If no address is provided, the security deposit may be mailed to the Tenant at the address of the property stated above. Ninety (90) days after the termination or expiration of the lease, Tenant will be deemed to have relinquished its right to the security deposit.

MOVE-OUT: Mama Called, LLC will not be responsible for any items left at the unit. Tenants will incur a charge for any items left at the property that must be removed. When tenants move out, they are responsible for removing all personal items out of the unit including but not limited to their items in the cabinets/appliances and items they placed on walls. Otherwise, the cost of removing items from the unit will be deducted from their security deposit. Thermostat/HVAC is to remain on when vacating the property.

In the event there is an agreement between outgoing/incoming tenants for items left, Mama Called, LLC is not responsible for the items left at the unit. If circumstances of the agreement between outgoing/incoming tenants change, and items must be removed, the outgoing tenants will assume the cost of the removal that will be deducted from their security deposit. No items are to be left on the walls. Agreed upon items must be left in the center of the room and clearly noted being left for next tenants.

LEASE RENEWAL: In the event a tenant chooses to renew their lease, the old lease shall continue in full force and effect, on a day to day basis, until the commencement date of the renewed lease. The security deposit shall carry over to the renewed lease. Rent shall be waived during the gap period between the time that the old lease expires and becomes a day to day lease and the renewed lease commencement date begins. The tenant shall remain in continuous possession of the premises from the time the old lease expires, and becomes a day to day lease, and the renewed lease commencement date begins. In the event of a partial renewal, where new tenants are added to the lease - please understand there will be no restoration of the common areas. **Only the vacant bedrooms/bathrooms will be restored due to the uncertainty of personal items in the common area.**

POSSESSION. Landlord shall make every effort to have the dwelling unit ready on time, reasonably clean and in similar habitable condition as the previous year and you should expect normal wear and tear. If tenants prefer additional cleaning other than what the Landlord normally provides, the tenant has the right to do so after possession and at their time and expense. However, Landlord shall not be liable for failure to deliver the premises at the time stipulated on the lease for reasons beyond Landlord's reasonable control. In the unlikely event, this happens, and the unit is uninhabitable, rent shall be abated on a daily basis until tenant is tendered possession. In the event possession is not tendered by the Landlord on the lease commencement date, then the tenant may terminate the rental agreement upon written notice to the landlord and within five days thereafter the landlord shall return all prepaid rent and security.

USE AND OCCUPANCY. Tenant shall personally use and occupy the leased premises solely as a private dwelling. Said occupancy not to exceed applicable zoning ordinances for the premises, and in no event shall the occupancy exceed the maximum number allowed by law or ordinance. **Individuals not listed on the lease agreement should not occupy premises.** Tenant agrees 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.

ROOMMATE LIABILITY. It is further understood and agreed that if this lease is executed by more than one Tenant, each Tenant and Guarantor will become individually as well as jointly and severally liable for ALL obligations of this lease agreement. **If the account becomes delinquent in regards to rents, fees and/or damages, all tenants and guarantors are entitled to the payment status on this lease, at Mama Called, LLC's discretion.**

RELEASE OF RESIDENTS. Unless you are entitled to terminate this Lease contract under the paragraphs discussed in this agreement, you will not be released from this lease contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

INSURANCE. Tenant is highly encouraged to obtain renter's insurance insuring his/her personal property. The landlord's insurance does not cover the tenant's property. In the event that any security or similar alarms are placed in or around the premises, Tenant shall be solely responsible for ensuring that the same remains in good working order. If Tenant desires to obtain the services of a security company please contact our office for further options.

MAINTENANCE. All maintenance / service requests must be made through the online tenant portal.

CARE OF PREMISES. The leased premises are rented "as is." You agree to take good care of the Leased premises and its fixtures, plumbing, furniture, and furnishings, and to notify us immediately when any equipment, fixture or portion of the premises is out of order or in need of repair. We will repair the premises to a habitable condition, with reasonable promptness when caused by fair wear and tear or by forces beyond your control. You agree to immediately pay for repair of the premises when caused by your misuse or that of your family, employees, visitors or approved subtenant. An initial service fee of ninety-five (\$95) Dollars will be charged for tenant negligence/damages. Repairs will be billed at ninety-five (\$95) Dollars per hour thereafter, along with cost of repairs.

1. You are responsible for the cost of repairing all damages – doors, walls, windows, window treatments, disposer, appliances, cabinetry, counter tops, plumbing fixtures, flooring, etc., as caused by the tenants and/or guest, regardless of the cause.
2. No aluminum foil or other window treatment except blinds or drapes of a white or off-white solid color or lined in a white or off-white solid color, are allowed on windows.
3. You are responsible for maintaining heat at 65 degrees F. or warmer in the Leased premises any time the outside temperature drops below 33 degrees F. Repairing of frozen or burst pipes will be charged to tenant. Tenant agrees to leave the air-conditioning set on a minimum of 72 degrees F and left on auto fan setting during the summer months, even if the premises is temporarily vacated. **DO NOT TURN OFF thermostat/HVAC unless advised by maintenance.**
4. You will be charged for sewer back-ups caused by flushing tampons, tampon applicators, sanitary napkins, disposable diapers, paper towels, baby and/or flushable wipes, Q-tips, dental floss, dental and/or toothpicks, make-up applicators, or any other improper items down the toilet causing us to have to unstop your sewer lines. **Do not use Drano or any other liquid or crystal drain opener in any drains; instead use a plunger.**
5. We reserve the right to make any repairs that we consider necessary, but nothing herein shall be construed as requiring us to make any such repairs. Landlord will maintain the premises as required by the Alabama Uniform Residential Landlord Tenant Act.
6. You agree not to paint, wallpaper, remodel, or make any structural changes, nor shall you remove or attach any fixtures without specific written permission.
7. You shall remove NO light bulbs from the premises when you move. All fixtures must have working bulbs at lease termination.
8. You are responsible for regular maintenance and cleaning after you move in, including but not limited to blinds, electrical fixtures, bath fixtures, appliances, cabinetry, flooring, return air grill, air vents, and trim. You agree not to install any hook, plant hanger or other apparatus in the ceilings.
9. You agree to keep said dwelling reasonably clean and free of exposed food, waste, trash, etc. inside and outside so as not to attract pest and/or rodents.
10. It is the Tenants responsibility to maintain and replace the Air Conditioner filter on a monthly basis.
11. Tenant is responsible for the care and maintenance of the smoke detectors in his/her unit. Tenant agrees to test the detectors on a regular basis (weekly is recommended). Tenant shall notify Landlord immediately if any smoke detector is not operating properly.
12. You are responsible for upkeep and cleaning of any yard, patio, balcony, porch, deck and/or area reserved for your private use, including storing other articles out of sight. We reserve the right to control outside storage of your property in any way deemed necessary or desirable to improve the exterior appearance of the property. In the event, Mama Called, LLC deems it necessary to remove excessive trash, service fees will be applicable.
13. You agree to comply with State and International Fire Code that states for multi-family dwellings NO hibachi, gas-fired grill, charcoal grill, smokers, fire pits or other open flame similar devices used for cooking or any other purpose shall be used, stored or kindled on any balcony or under any overhanging portion of any structure.
14. Waterbeds are expressly prohibited.
15. In the event of a fridge not working properly, notify the office and submit a maintenance request, but in the meanwhile the tenant is responsible for maintaining items in fridge at tenants discretion, Mama Called is not responsible for items spoiled.
16. Mama Called, LLC at its discretion, may void this Lease in the event any governmental authority requires any repairs or improvements other than those set forth in this Lease.

DAMAGES AND REIMBURSEMENTS. Tenant agrees to pay or reimburse Landlord for loss, damage consequential damages, government fines or charges, or cost of repairs and service in the leased premises due to a violation of the lease contract or rules, improper use, negligence, other conduct by you or your invitees, guests or occupants. Payment for repairs for which tenant is liable will be added to your tenant account and will be due and payable no later than the fifth (5th) of the following month. Delay in demanding sums you owe is not a waiver.

TRASH AND GARBAGE. Garbage and refuse from the premises is to be placed in designated areas, inside the carts or dumpsters provided. No garbage cart, waste, refuse, supplies, or other articles should be left in the common areas. It is the policy of the City of Tuscaloosa, Environmental Services, all garbage carts be returned to the residence in the evenings after trash removal. If Landlord deems it necessary to clean-up trash on said premises - party trash, cigarette butts, bagged garbage, boxes, etc. including, but not limited to bagged trash not placed in dumpster or cart, the Tenant will be charged a \$95 service charge if trash is not picked up by 9 a.m. the following day.

NO PETS. The Tenant agrees NOT to bring any dogs or cats on the premises, including guest pets. In the event, the Tenant does occupy the premises with a dog or cat, the Tenant agrees to pay for repair or replacement, at Landlord's discretion, of any damaged carpet or furnishings, including walls, woodwork, and landlord supplied furniture, or the removal of pet smell. Should an unauthorized animal be brought onto the premises, there shall be an unauthorized pet rental fee of \$25.00 per day assessed as additional rent for such time as an animal stays on the property without the specific written permission of the Landlord.

DISTURBING NOISES. Tenant agrees not to make or permit to be made any disturbing noises, nor shall Tenant commit or permit any act, which will unreasonably interfere with the rights, comfort, or convenience of other tenants. It is specifically understood that noises that can be heard outside the apartment are too loud and is disturbing. Tenant(s) understand that there is a City of Tuscaloosa ordinance regarding noise between the hours of 9:00 p.m. until 6:00 a.m. the following morning (Tuscaloosa City Code of Ordinances, Sec. 10.8-13)

ABANDONMENT. In the event that the Tenant shall be absent from the premises for a period of longer than fourteen (14) days, Tenant shall notify Landlord in writing of the absence by no later than the fifth day of such absence. Tenant shall take all reasonable precautions necessary to ensure that no damage occurs to the premises during such absence and shall leave premises in a manner to prevent any and all damage to the premises, including, but not limited to, dirty dishes, food, trash, etc., that would attract pest. Any notice of an extended absence does not create an affirmative duty on Landlord to take any action to prevent damage to the premises or the contents therein. The Tenant understands that the Landlord is not responsible for the actions of a third party. Tenant shall be solely responsible for the loss of personal and/or all loss and damage to the premises. **Tenant shall keep the power, water and all utilities turned on and active during the following dates: 08/01/2025 – 07/31/2026.** If the power is off for seven (7) consecutive days, the Tenant will be deemed to have abandoned the leased premises and the Landlord may proceed with its rights after abandonment in accordance with the Alabama Uniform Residential Landlord Tenant Act.

DOOR LOCKS. Door Locks may **NOT** be changed on any interior or exterior door(s) without written permission from Landlord. Landlord is not responsible for unlocking exterior or interior doors at any time; however, if Landlord, or one of its employees, is on campus during normal working hours, it is agreed that the doors **MAY** be unlocked for Tenant's convenience. If Tenant finds it necessary to obtain the services of a locksmith, Tuscaloosa Locksmith should be called at (205) 758-1883 or A-1 Locksmith (205) 758-8000. **If your property has a keyless entry pad(s), tenants are not to share their entry code with others. If the code is given and it requires code change, then the tenants will be charged. Charge for changing door codes is \$95.**

ACCESS. Landlord shall retain a key to the Leased Premises, and Landlord reserves the right to visit and inspect Leased Premises at any reasonable time upon proper notice as provided in the Act, this Rental Agreement and the Rules and Regulations; to show the same to prospective Tenants; to display "FOR RENT" signs on said buildings or Leased 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 Rental Agreement, or with the Rules and Regulations now or hereafter adopted, and may make such repairs and alterations as may be deemed by Landlord necessary to the preservation of the Leased Premises or the building in which the same are located. Landlord, its agent, janitor, watchman, employees, and subcontractors may enter the Leased Premises without the consent of or notice to Tenant in case of emergency and the parties agree that an emergency includes the need to make necessary repairs to the Leased Premises, or to install or repair pipes, wires, and other appliances and items deemed by the Landlord essential to the use and occupation of other parts of the building. The Landlord, his agent, his janitor, watchman, employees, and subcontractors may enter the Leased Premises at any reasonable time, after giving 2 days' notice, for general inspection, repair, or other purposes. Posting a note on the primary door of the entry to the Leased Premises or via email and/or through the portal stating the intended time and purpose of the Landlord's right of access to the Leased Premises is proper notice. In the event that any Tenant makes a maintenance report or request to Landlord, Landlord is authorized to enter the Leased Premises to inspect and/or repair or perform the maintenance work, without the need for any additional or different notice to Tenant.

FIRE HAZARDS. Tenant shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. **NO SMOKING** – all facilities are to remain smoke free. Smoking is to take place out of doors, and the smoker is responsible for extinguishing and discarding all remains. Landlord will not be obligated to rebuild or restore the premises. If the premise becomes uninhabitable by reason of fire caused by Tenant's negligence, the rental will not be suspended, but will continue as though the premises were usable. If the premise becomes uninhabitable by reason of fire not caused by negligence of Tenant, tenant may (1) immediately vacate the premises and notify the landlord in writing within 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 (2) 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 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.

SUBLEASE. It is expressly understood and agreed that subleasing of said premises would be done so only with prior written permission from Landlord. All tenants must give a written notice to the Landlord that an additional tenant will be taking the place of the Tenant, and that all Tenants are in agreement. No additional tenants will be allowed to fill the vacancy unless Landlord and all current tenants are in full agreement. **ALL SUBLEASES MUST BE HANDLED THROUGH THE LEASING OFFICE.** An administration fee of \$100 will be charged to the original tenant.

DISCLOSURE RIGHTS. You agree that in the event any law enforcement agency or governmental agency requests information on you or your rental history, we may provide it to them without further notice to you.

If Landlord enters into a contract to sell or applies for a permit to demolish the Leased Premises during the lease term and desires to regain possession of the leased premises before the end of the lease term, it shall give Tenant ninety (90) days' written notice of such sale or application and, upon the expiration of ninety (90) days and notwithstanding any provision of this Rental Agreement, Landlord and Tenant agree that either of the following shall occur: (a) Landlord shall relocate Tenant to substantially similar housing at the same or lower rental rate and the parties shall amend the description of the Leased Premises in this Rental Agreement accordingly; or (b) Landlord may terminate the Rental Agreement, and Landlord shall refund a pro-rata portion of the Tenant's pre-paid rent from the date the Tenant vacates, and, Landlord shall return the Tenant's prepaid security deposit less any authorized deductions allowed under the Act or Alabama law. The parties stipulate and agree that relocation of the Tenant or termination of the Rental Agreement pursuant to this paragraph does not violate Ala. Code §§ 35-9A-203, 35-9A-407, 35-9A- 427 of the Act or any other provision of the Act.

WAIVER: Waiver of compliance of any of the provisions by the Landlord herein does not constitute a waiver of any portion of any provision contained herein. The failure to insist on strict performance of any of the conditions of this lease or to exercise any options given to Landlord shall not be considered as a waiver or relinquishment of any of the rights contained herein.

UTILITIES. Tenant shall be responsible for the payment of all bills for utilities except the following, which we supply: .
It is the responsibility of the Tenant to apply and make required deposits for any utilities not furnished by Landlord. Tenant must have utilities placed in their name effective 08/01/2025 and shall maintain said utilities – power, water and gas (if applicable) - through 07/31/2026. Tenant shall maintain a thermostat setting of heat no less than 65°F to prevent pipes from freezing any time the outside temperature drops below 33 degrees F. Tenant agrees to leave the air- conditioning set on a minimum of 72 degrees F and left on auto fan setting during the summer months.

RECOVERY. Recovery of the premises by Landlord (for any reason) will not relieve Tenant of any obligations of this lease.

REINSTATEMENT. If this lease is terminated by Landlord, for any reason, and Tenant pays all outstanding charges and this makes said account current and/or remain in possession of the premises with Landlord's consent, this lease will be considered reinstated and will continue in effect as though it had not been terminated.

REMEDIES FOR DEFAULT. Should the Tenant violate any of the covenants, terms and conditions of this Rental Agreement, (other than a breach that materially affects health and safety or the requirement to pay rent as provided in the Rental Agreement), or should there be any misstatement or untruth in the application made by the Tenant, the Landlord shall have the option to deliver written notice to Tenant specifying the acts or omissions constituting the breach of the Rental Agreement and declaring that the Rental Agreement will terminate upon a date not less than seven (7) business days. If the breach is not remedied within seven (7) business days the Rental Agreement will terminate on the date specified in the notice. It is further acknowledged and agreed by Tenant that a breach of the Rental Agreement that is based upon an illegal or immoral act or incidences of disturbing neighbors on more than two (2) occasions within a six (6) month period due to excessive loud noise, cannot be cured or remedied by Tenant, and thus, Tenant can not stop the termination of the Rental Agreement or eviction by remedying or curing the default. It is further acknowledged and agreed by Tenant that some other breaches of the Rental Agreement by the very nature of the breach, can not be cured or remedied by Tenant, and thus, Tenant cannot stop the termination of the Rental Agreement or eviction by remedying or curing the default.

If Tenant's breach of the Rental Agreement is due to a breach that materially affects health and safety that can be remedied by repair, replacement of a damaged item, or cleaning, and the Tenant fails to comply as promptly as conditions require in case of emergency or within seven (7) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the Leased Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the Rental Agreement has terminated, for immediate payment.

If Tenant's breach of the Rental Agreement is due to failure to pay rent when due, the Landlord shall have the option to deliver written notice to Tenant specifying the rent that is past due and any other acts or omissions constituting the breach of the Rental Agreement and declaring that the Rental Agreement will terminate upon a date not less than seven (7) business days, and if the Tenant fails to pay the rent within seven (7) business days after receipt of written notice to terminate the Rental Agreement for nonpayment, the Landlord may terminate the Rental Agreement on the date specified in the notice. In the event that the Rental Agreement is terminated and Tenant remains in possession of the Leased Premises, Landlord may proceed with an action for eviction to recover possession of the Leased Premises, for rent and late charges and for any damage to the Leased Premises, and Tenant agrees to pay Landlord's reasonable attorney's fees and costs associated with such action to the extent allowed under the Act due to Tenant's breach of the Rental Agreement and the claims associated therewith. Tenant is responsible for full payment of all rent for the entire term. It is expressly understood that this Rental Agreement is for the entire term set forth above, and the fact that Tenant should no longer be a resident of the community in which the Leased Premises are located, should be transferred, should cease to be actively enrolled in a college in this community, or for any other reason be unable to continue to live in the unit, Tenant's responsibility shall nonetheless continue for the full term hereof. Vacancy or abandonment by one or more Tenants will not relieve the Tenant of responsibility to make rent payments in full. The Tenant hereby waives any and all exemptions granted under the Laws and Constitutions of the State of Alabama and the United States of America. Landlord and Tenant agree that all disputes where the amount in controversy does not exceed ten thousand (\$10,000.00) dollars, shall be resolved in the courts of the County and State in which the Leased Premises are located, which courts shall be the exclusive venue for and have exclusive jurisdiction over any litigation related to this Rental Agreement. Landlord and Tenant hereby expressly consent to the jurisdiction and venue of said courts, and Landlord and Tenant expressly waive the right to trial by jury. For any and all other claims, causes of action, controversies or disputes whatsoever that arise from or are in anyway related to this Rental Agreement, the Landlord Tenant relationship created by this Rental Agreement, and any and all other disputes whatsoever between Tenant and 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.

If Tenant's breach of the rental agreement is due to an intentional misrepresentation of a material fact by Tenant in the rental agreement or application, possession of illegal drugs, discharge of a firearm on the premises of the rental property (except in cases of self-defense or defense of a third-party), or criminal assault of a tenant or guest on the premises of the rental property (except in cases of self-defense or defense of a third-party), the Landlord may terminate the rental agreement seven (7) business days after Tenant receives written notice of such a default, and Tenant shall have no right to cure such a default without the Landlord's consent.

If Tenant, or any other person residing in the leased premises is adjudicated and found guilty of a crime involving sexual misconduct of any kind, or is found to be a registered sex offender or person subject to registering as a sex offender as defined in § 13A-11-200, Code of Alabama (1975), this agreement shall be terminated immediately, and Tenant shall vacate the premises within seven (7) business days after notice of termination of the lease. Further, Tenant is prohibited from having guests on the premises that are registered sex offenders or subject to registering as a sex offender as defined in § 13A-11-200, Code of Alabama (1975), and such registered sex offenders are strictly prohibited from being on the premises for any purpose. **THE PARTIES AGREE THAT ANY RIGHT OF THE TENANT TO CURE DUE TO A BREACH OF THE RENTAL AGREEMENT SHALL BE LIMITED TO THE NUMBER OF CURES AND WITHIN THE TIMELIMITS ALLOWED BY THE ALABAMA UNIFORM RESIDENTIAL LANDLORD TENANT ACT AND ANY AMENDMENTS THERETO.**

RULES & REGULATIONS: The Tenant(s) understands that this lease may be subject to additional Rules & Regulations as implemented by the Landlord. In the event that such are implemented by the Landlord, the Landlord will provide a written copy of any and all such Rules & Regulations to be followed for these premises. We reserve the right to cancel this lease by giving thirty (30) days written notice in the event a sale is made of the premises.

OUTSIDE FURNITURE OR ITEMS. Do not use furniture or appliances that are not manufactured for outdoor use on the outside of your house or apartment. Tuscaloosa City Code of Ordinances, Sec. 13-67.2: It shall be unlawful for any person residing in or having charge or control of any dwelling within the City of Tuscaloosa to leave or permit to remain outside of any such dwelling any household appliances or household further in such a manner that the same are exposed to the elements. Landlord must first approve in writing any outside furniture or items left in view of public.

PARKING. It is expressly understood and agreed that the parking space on the premises is for private passenger vehicles of tenants ONLY. You shall have no right to park or store any boats, trailers, trucks, campers, or other vehicles on the premises without Mama Called, LLC's written consent. Any such object so parked or stored may be removed at your expense. You hereby grant to us the undisputed right to remove and dispose of, at your expense, any inoperable vehicles or vehicle without current or valid tags, or any vehicles parked and not in regular use. You hereby waive any rights to notice other than that placed on the vehicle. You further agree that bicycles or other wheel toys, shall not be parked or stored ON porches, balconies, steps, walks, stairs or courtyards. They may, however, be secured to deck, balcony or porch posts in a way that will not block passage in and around the area, and will not be seen from the street side view. No vehicle repairs may be performed at the leased premises, including oil and fluid changes, are specifically prohibited on the property. **PARKING ON THE GRASS OR LAWN FOR ANY REASON IS STRICTLY PROHIBITED.** This applies to any resident or guest. Residents are responsible for paying parking fees imposed on their guests. Any vehicle in violation of this Agreement will be charged a fee of \$40.00 as additional rent. Second offense fee will be \$60.00 as additional rent. Third offense will result in a fee of \$100.00 as additional rent and may be considered just cause for eviction. Any questions regarding appropriate parking areas should be addressed with a property manager prior to lease agreement.

APPLICATIONS. Landlord tenders this Rental Agreement to Tenant on the basis of the representations contained in the application which is made part of this Rental Agreement; and in the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, Landlord shall have the right to cancel and terminate this Rental Agreement and to repossess the Leased Premises in the shortest time period allowed by the Act. **NO ORAL STATEMENTS MADE BY LANDLORD'S EMPLOYEES OR AGENTS SHALL BE BINDING UPON LANDLORD, UNLESS CONSENTED TO BY LANDLORD IN WRITING.** All such agreements shall be detailed under "Special Provisions".

CREDIT REPORT AUTHORIZATION. Tenant authorizes Landlord or Landlord's agent and/or Landlord's attorney to obtain Tenant's credit report, which Landlord may use to collect rent, late fees, or other charges from Tenant and/or to collect or execute on judgments against Tenant both during the term of the Rental Agreement and thereafter.

SEVERABILITY. If any provisions of this Rental Agreement or portion of such provision or the application thereof to any person or circumstance is held to be invalid, the remainder of the Rental Agreement (or the remainder of such provision) and the application thereof shall not be affected thereby.

MOISTURE AND MOLD Tenant agrees to use Tenant's best efforts to prevent any conditions in the leased premises, such as excessive moisture, that could create an environment conducive to mold growth. In the event such conditions develop, Tenant agrees to remedy such conditions. Landlord is not responsible for the consequences of any Tenant conduct that leads to or exacerbates mold growth. Tenant agrees that, in the event Landlord provided notice to Tenant of Landlord's intention to remediate mold in the leased premises, Tenant will provide immediate access to the leased premises to permit Landlord to remediate any problem. In the event Landlord determines, in its sole discretion, that Tenant should vacate the leased premises during remediation, Tenant will relocate to another rental unit in the rental unit complex for the period of time necessary to complete remediation. In the event no other rental unit within the rental unit complex is available for such a relocation, as determined by the Landlord in its sole discretion, Landlord shall either (a) relocate Tenant to another nearby rental complex owned or operated by Landlord or its affiliate, or (b) terminate the rental agreement without penalty for such termination financial obligation to beyond the date of such termination. In the event Landlord terminates the rental agreement under this paragraph, Tenant shall be solely responsible for the cost of relocating and cleaning his or her possessions. Tenant's failure to make a prompt written report of any potential mold problem or Tenant's refusal to relocate in accordance with these provisions or any interference with Landlord's remediation efforts shall constitute a breach of the lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate, or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold or other unreported conditions.

BEDBUGS. Tenant agrees that he or she has inspected the leased premises or had the opportunity to inspect the leased premises and that it was free of bed bugs at the time of inspection. As of the date of this rental agreement, the leased premises is free of all bedbugs to the best of Landlord's knowledge. Tenant agrees to routinely inspect for signs of pests, including after Tenant has visited another home or a hotel, and shall not move any items into a unit that Tenant knows, believes or should know that contains bed bugs. If at any time during the lease term or anytime thereafter that the Tenant occupies the rental unit the presence of bedbugs is discovered, Tenant shall: (1) notify Landlord in writing within twenty-four (24) hours after discovering the presence of bedbugs; and (2) employ a licensed exterminator within forty-eight (48) hours after discovering the presence of bedbugs to devise and implement a bedbug extermination plan. Tenant shall be solely responsible for the cost of any bedbug extermination and Tenant's temporary moving and housing expenses and no rent abatement would be due, required or expected for the temporary evacuation as part of the extermination plan. If Landlord pays any of the cost of bedbug extermination on behalf of Tenant, such expense shall be chargeable to Tenant as additional rent due on the first day of the month after Tenant discovered the presence of bedbugs. Tenant shall fully cooperate with and facilitate any extermination plan, including but not limited to: evacuating the leased premises during and after treatment, fumigating Tenant's possessions and vehicle(s), placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis. In the event that Tenant fails to comply with the extermination plan, such failure shall constitute Tenant's failure to maintain the premises as required by Ala. Code § 35-9A-301 and Tenant hereby waives any action against Landlord, including but not limited to litigation.

CONTINUING PARENTAL OR SPONSOR GUARANTY. All obligations of the Tenant with respect to this lease are personally and unconditionally guaranteed by Tenant's Guarantor. Landlord may contact Guarantor without giving notice to Tenant. Guarantor is accepting of the decision the Tenant has made, and has considered the rent price, location, parking, safety, co-tenant, accepting property as it stands the day the lease is signed.

ENTIRE AGREEMENT. The foregoing constitutes the entire ten (10)-page agreement between the parties and may be modified only by written instruments executed by both parties. This is a legally binding contract. You should read it and understand it before signing.

Executed this day, of , . BY:

TENANT (Sign Below)

BY: GUARANTOR (Sign Below) Specify Relation (PARENT / GUARDIAN) To Tenant

BY: Mama Called, LLC

NOTE: This lease may be considered void at Mama Called LLC's discretion if the lease is not fully executed with all monies paid and all tenant and guarantor signatures completed by noon on the 5th day after the lease is signed. The security deposit may be forfeited and non-refundable.

PLEASE LIST THE NAME, ADDRESS, CITY, STATE AND ZIP CODE WHERE SECURITY DEPOSITS ARE TO BE RETURNED AT END OF LEASE TERM. PLEASE ADVISE LANDLORD IN WRITING IF THERE ARE ANY CHANGES SIXTY (60) DAYS PRIOR TO LEASE TERMINATION.

SAMPLE