



Woodruff Property Management Company
CREEKSIDE OF AUBURN CONDOMINIUMS
LEASE AGREEMENT

THIS AGREEMENT OF LEASE (this "Lease") is made and entered into this ___ day of ___ 201___, by and between WOODRUFF PROPERTY MANAGEMENT COMPANY ("Agent"), as for the owner of the Condominium Unit ("Landlord"), and:

1. DESCRIPTION OF CONDOMINIUM UNIT AND TERM: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, certain space as described in more detail in this Section 1 within condominium unit number ___ (the "condominium unit") of Creekside of Auburn Condominiums located in Auburn, Alabama (the "Condominiums"), which specific space shall be selected by Agent prior to the commencement of the Term (as hereinafter defined) in its sole and absolute discretion (and said space shall be inserted by Agent at such time in the following space ___). The fixtures, furnishings and appurtenances. It is understood that Tenant's rental space (the "Premises") consists of the exclusive use and occupancy of one of the bedrooms and shared use and occupancy of the bathrooms, kitchen, and living/dining area (together with any and all applicable fixtures, furnishings and appurtenances) with the other tenant(s) of the Condominium Unit.

The Premises are to be used and occupied by Tenant as a residence exclusively, for the period beginning ___ and ending ___ at 1:00 P.M., unless terminated sooner as provided herein (hereinafter the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a college or university in Auburn, Alabama, or is unable to continue occupying the Condominium Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Condominium Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Condominium Unit has not been delivered, due to Landlord's inability to deliver, within 30 days of the commencement of the Term.

2. RENT: Tenant, in return for the use of the Condominium Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$ ___ without offset or deduction (the "Rent"). Tenant hereby acknowledges that the Term of this lease is less than a full calendar year, and the Rent has been allocated into twelve monthly installments. Rent shall be paid on the 1st day of each month, in advance, in monthly installments of \$ ___. Rent shall be paid at the office of the Condominiums and checks tendered for the Rent shall be made payable to "Creekside of Auburn". Tenant may not withhold or offset rent for any reason.

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In the event the Rent is not paid at the office of the Condominiums prior to the close of business on the 3rd day of the month, Tenant shall pay a late charge, which shall constitute additional rent hereunder. If the 3rd day of the month falls on a Saturday, Sunday or holiday observed by the Condominiums, the Rent must be placed in the designated rent drop box prior to the opening of the first business day following the weekend or holiday.

To ensure timely payment, please mail the Rent by the 20th of the month. If rent is mailed, envelope MUST be postmarked by the 3rd of the month. The applicable late charges are:

- \$25.00 for Rent received after the 3rd day of the month
\$50.00 for Rent received after the 8th day of the month
\$75.00 for Rent received after the 13th day of the month
\$100.00 for Rent received after the 18th day of the month
\$125.00 for Rent received after the 23rd day of the month
\$150.00 for Rent received after the 28th day of the month

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In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of \$30.00, plus any additional bank charges, for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Said charge shall constitute additional rent hereunder. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be cash, money order or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder.

Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, telephone charges, returned check charges) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.



3. **SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in an amount of \$ _____ (the "Security Deposit") to secure Tenant's performance for the terms, conditions, covenants and provisions of this Lease. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees. Upon expiration or earlier termination of this Lease, and upon surrender of the Condominium Unit to Landlord pursuant to conditions set forth in Section 18 below, and upon full payment of all sums due Landlord hereunder, the Security Deposit or any portion remaining unapplied (without any interest) shall be returned to Tenant. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Condominium Unit, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to possession of the Premises for non-payment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder..

Initials _____

4. **CONDITION OF CONDOMINIUM UNIT:** Tenant hereby acknowledges that, as of the beginning of the Term, Tenant has inspected the Condominium Unit and its fixtures, furniture, furnishings, and appurtenances are in good repair and tenantable condition, except as otherwise specifically noted on Exhibit "C", which is completed at move-in. A copy of Exhibit "C" can be provided to Tenant when requested by Tenant. **Initials** _____

This Lease and Tenant's interest in the Condominium Unit are and shall be subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Condominiums by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrance. **Initials** _____

5. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Condominium Unit in good and clean condition, excepting reasonable wear and tear, and to make no alterations, improvements or additions thereto without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Condominium Unit by Tenant with Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Condominium Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations, and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Condominium Unit at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Condominium Unit by Tenant without Landlord's consent may be removed by Landlord and the Condominium Unit may be restored to their original state, all at the Tenant's sole expense, with such expense constituting additional rent hereunder.

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, government fines, or fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead made necessary by, or resulting from, (a) Tenant's deliberate or negligent destruction, defacement, impairment or removal of any part of the Unit or Tenant knowingly, recklessly or negligently permitting any person to do so or (b) the non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, with such fees, costs and expenses constituting additional rent hereunder.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage in any other illegal activities, all of such on or within 1,000 feet of the Condominiums or otherwise. It is understood and agreed that a single violation of this Section 5 shall be material violation of this Lease and good cause for termination of this Lease. Unless otherwise required by law, proof of violations shall not require criminal conviction but shall be by a preponderance of this evidence.

Initials _____

It is understood that Tenant will be occupying the Condominium Unit individually with other tenants and is individually liable for any damages to the common areas of the Condominium Unit and its fixtures, furniture, furnishings, appurtenances, walls, ceilings, floors, carpets, and doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Tenant must exercise responsibility to see that the entire Condominium Unit is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Condominium Unit. Tenant shall promptly report to Landlord and Repairs which need to be made to the Condominium Unit.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Condominium Unit is expressly reserved for Tenant only, and any persons occupying the Condominium Unit as a guest for more than 7 days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Condominium Unit as an unauthorized guest in excess of said 7 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint and several) an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

6. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Condominiums. Therefore, a conflict between tenants does not constitute grounds for termination of this Lease. Neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Landlord; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by Prevailing Law) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guests and invitees. All personal property placed or kept in the Condominium Unit, or in any storage room or space, or anywhere on the adjacent property of



Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, of loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Condominium Unit, and neither Landlord nor Agent shall have any liability with respect to the same.

Initials _____

7. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees the Landlord, Agent, or their respective agents, employees or representatives may either the Condominium Unit, with or without Tenant's presence, at reasonable hours with prior written notice to Tenant (or at any time and without notice or consent in the case of an emergency), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior written notice to Tenant for the purpose of displaying the same to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe the Condominium Unit has been abandoned by Tenant.

8. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Condominium Unit, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Condominium Unit without the prior written consent of Landlord shall be null and void, and shall, at the option of Landlord, terminate this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 8 or a consent by Landlord to any subsequent assignment, subletting or transferring.

In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in Condominium Unit., Tenant shall remain liable under this Lease in the event of a default by the assignee or transferee. In order to document an assignment, sublease or transfer, Tenant must execute a re-lease agreement. Tenant will be assigned a fee equal to one monthly installment of Rent as set forth in Section 2 above for this transaction.

Initials _____

If Tenant wants to assign, sublet or transfer Tenant's interest in the Condominium Unit, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a third party. It is understood by Tenant that execution of re-lease agreement does not release Tenant from Tenant's obligations under this Lease and Tenant understands that in the event someone is not found by either Tenant or Landlord, Tenant will be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the re-lease agreement, Tenant shall remain liable under this Lease in the event of a default by such third party.

Initials _____

9. **USE OF CONDOMINIUM UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Condominium Unit as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Condominium Unit to be used in any manner that could or does result in any damage to the Condominium Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s), and failure to do so may, in Landlord's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

Initials _____

10. **SERVICES:** Each Condominium Unit has a separate meter for utilities and Tenant shall be solely responsible for paying for all utilities furnished to the Condominium Unit and Tenant shall indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, against any liability or damage on such account. Neither Landlord nor Agent shall be liable for death, injury, damage or loss to person or property resulting from the interruption of heat, gas, electricity, water, sewer, telephone, cable television or any other utility services, or for the malfunction of machinery or appliances serving the Condominium Unit or any part of the Condominiums in which the Condominium Unit is located. Neither Landlord nor Agent shall be liable for death, injury, damage or loss to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Condominium Unit.

Initials _____

11. **OTHER SERVICES:** If Landlord or Agent elects to provide any optional services, such as laundry service, cable television, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by Tenant shall constitute additional rent hereunder and Tenant's failure to timely pay for the same shall be treated as a default hereunder. Landlord and Agent may change or discontinue and optional services that it provides at any time without notice to Tenant.

Initials _____

12. **SECURITY:** Landlord may, in its sole and absolute discretion, employ courtesy managers who may reside at the Condominiums. Although the presence of courtesy managers is for the benefit and convenience of Landlord, Agent and Tenant, it is expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Landlord and in no way has Landlord or Agent agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of the Condominiums. Likewise, Landlord, in its sole and absolute discretion, may elect to install certain security devices or measures that are not required by law. The installation of such security devices or measures shall not be construed as an undertaking or representation by Landlord or Agent that it will monitor such security devices or measures. It is further understood that Landlord may elect to discontinue and security devices or measures at any time, with or without notice to Tenant. Therefore, Tenant acknowledges and agrees that Tenant's security is Tenant's responsibility alone. Tenant will provide Landlord with an operating access code for any security device maintained by tenant and Landlord shall not be liable for any charges imposed against Tenant as a result of Landlord's activation of such security device due to Tenant's failure to provide Landlord with an access code of the correct access code.

Initials _____

13. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Upon Tenant's failure to make any payment of Rent or other sum payable under this Lease when due, or upon Tenant's non-performance or breach of any term, condition, covenant, or provision herein contained, or if Tenant abandons (as determined by Landlord, in its sole and absolute discretion) or vacated the Condominium Unit prior to the expiration of the term, then, Landlord may, in its sole and absolute discretion, peacefully re-enter and repossess the Condominium Unit, and remove and put out Tenant and Tenant's personal property in the manner allowed by Prevailing Law. In the event of such re-entry and repossession by Landlord, such re-entry and repossession shall not be deemed an acceptance by Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.



It is intended that Landlord's remedies shall be as broad as permitted by Prevailing Law. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damages, or of Landlord's right to avail itself of any remedy allowed by Prevailing Law.

In addition to any other remedies and Landlord's rights hereunder, Tenant shall pay all reasonable fees, costs and expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by Prevailing Law) which shall be incurred or expended by Landlord due to Tenant's breach of this Lease, for enforcement of this Lease, for recovery of possession of the Condominium Unit, and for recovery of Rent or other sums due under this Lease if permitted by Prevailing Law. Any Rent or damages which remain unpaid after default shall bear interest at the rate of 15% per annum compounded quarterly, or the highest rate allowable under Prevailing Law.

Initials _____

14. **DAMAGE TO THE CONDOMINIUM UNIT:** If the Condominium Unit is partially damaged or destroyed by fire or other casualty not attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, the Condominium Unit shall be promptly restored and repaired by landlord and any Rent for the period that the Condominium Unit is untenantable shall abate, unless Landlord provides Tenant with suitable alternative living space, in which event Rent will not be abated. If, however, the Condominium Unit is substantially damaged or destroyed by fire or other casualty not attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, Tenant may elect either to (i) immediately vacate the Unit and notify the Landlord in writing within 14 days thereafter of Tenant's intention to terminate this Lease, in which case this Lease terminates as of the date of vacating, or (ii) if continued occupancy is lawful, vacate any part of the Unit rendered unusable by such fire or other casualty, in which case Tenant's liability for Rent is reduced in proportion to the diminution in the fair rental value of the Unit. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Condominium Unit is the result of or is attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up attributable to such negligence or carelessness.

In the event of fire or other casualty, Tenant shall immediately notify Landlord. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Condominium Unit, and neither Landlord nor Agent shall have any liability with respect to the same.

Initials _____

15. **RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon 5 days advance written notice when possible, to relocate Tenant to another condominium unit at the Condominiums. Landlord shall assist Tenant in moving Tenant's personal property to such new unit.

Initials _____

16. **PARKING AND COMMON AREAS:** Various areas of the condominiums are designed and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, clubhouse, swimming pool, tennis courts, fitness facilities and other amenities made available by Landlord, which shall be used by Tenant in accordance with the Condominium Restrictions (as hereinafter defined) and the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of the Landlord and have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them.

Initials _____

17. **COSIGNER:** Most of the tenants of the Condominiums are college-age students; therefore, Landlord may require, as a condition of this Lease, that this Lease be cosigned by Tenant's parent or other sponsor (the "Cosigner"). If the Cosigner cosigns this Lease, the Cosigner understands and agrees that the Cosigner will be jointly and severally liable for all of Tenant's obligations hereunder. Landlord reserves the right to cancel this Lease in the event this Lease has not been cosigned by the Cosigner and returned within 15 days from the date of execution of this Lease by Tenant, or prior to Tenant's occupancy, whichever time period is shorter. Tenant understands that this Lease must be cosigned directly by the Cosigner and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Cosigner's signature to this Lease. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. The cosigning of this Lease by Cosigner constitutes an additional insurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

Initials _____

18. **CHECK-IN AND CHECK-OUT PROCEDURES:** Preceding Tenant's taking possession of the Condominium Unit, Agent or its agent, employee or representative shall conduct an inspection of the Condominium Unit. Upon taking possession of the Condominium Unit, Tenant shall immediately conduct an inspection of the Condominium Unit and note on Landlord's copy of Exhibit "c" attached hereto and incorporated herein by reference, any conditions observed, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Condominium Unit, Tenant must give Landlord advance written notice but such notice will not release Landlord from any liability for the full Term of the Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term. Upon Tenant's surrendering possession of the Condominium Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Condominium Unit with Agent or its agent, employee or representative and note in the space provided on Landlord's copy of said Exhibit "C" the condition of the Condominium Unit, including, but not limited to all fixtures, furniture, furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Condominium Unit. Upon Tenant's surrendering possession of the Condominium Unit at the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Condominium Unit in a clean and sanitary condition, including, but not limited to, all fixtures, furniture, furnishings, and appurtenances.

If Tenant vacates the Condominium Unit or is dispossessed and fails to remove any of Tenant's personal property, those items shall be considered abandoned by Tenant, and Landlord shall be authorized to dispose of those items as Landlord sees fit in its sole and absolute discretion, subject to any restrictions imposed by Prevailing Law, a court's judgement or warrant of eviction. It is understood and agreed that Tenant's failure to follow the prescribed check-out procedures and return all door keys, mailbox keys, and/or electronic access cards to Landlord may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages.

Tenant shall request a receipt for all door keys, mailbox keys, and/or electronic access cards submitted to Landlord. If all door



keys, mailbox keys and/or electronic access cards issued to Tenant are not returned to Landlord, Tenant shall pay all costs and expenses associated with re-keying the Condominium Unit.

If Tenant fails to check out of the Condominium Unit by the end of the Term, a charge of \$150.00 per day will be charged for each day past the last day of the term that Tenant holds over and Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Unit. **Initials** _____

19. **RULES AND REGULATIONS:** Tenant understands and agrees that the Condominium Unit is a condominium in the Condominiums, and as such, Tenant is subject to the rules and restrictions imposed by the Condominiums' Declaration of Condominium and the rules and regulations concerning the Condominiums imposed by Creekside of Auburn Condominium Association, Inc. (The "Association"), attached hereto as Exhibit "A" and incorporated herein by reference (collectively, the "Condominium Restrictions"). Tenant understands and agrees that the Condominium Restrictions are hereby incorporated into and comprise a part of this Lease and that the use of the common areas and amenities of the Condominiums shall be subject to the Condominium Restrictions. If Tenant violates the Condominium Restrictions, Tenant understands and agrees that Tenant shall be personally responsible for any fines levied by the Association against the Condominium Unit and/or the Landlord. Tenant further agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liability in connection with such fines regardless of whom the fines are levied against by the Association. In addition, the rules and regulations attached hereto as Exhibit "B" and incorporated herein by reference (the "Rules and Regulations") also comprise a part of this Lease and Tenant understands and agrees that Tenant is also subject to the Rules and Regulations. By executing this Lease, Tenant acknowledges that Tenant has read and agrees to abide by the Condominium Restrictions and the Rules and Regulations and to require Tenant's guests and invitees to abide by the Condominium Restrictions and the Rules and Regulations. Tenant understands and agrees that non-performance or breach of any of the Condominium Restrictions or the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Association or the Landlord, as the case may be, may make changes to the Condominium Restrictions or Rules and Regulations, as the case may be, and, upon notification to Tenant of such changes, such amended Condominium Restrictions or Rules and Regulations, as the case may be, shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.

In the event there is a conflict or inconsistency between the Condominium Restrictions and the Rules and Regulations, subject to the following grammatical sentence, the more restrictive or stricter provision that serves to control or prohibit conduct, behavior or actions shall apply and be applicable to and observed by Tenant. In the event of a conflict or inconsistency between the Condominium Restrictions and the Rules and Regulations shall be applicable to and observed by Tenant shall be made by Landlord in its sole and absolute discretion. **Initials** _____

20. **BILLING RIGHTS:** Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice for sums due (other than rent). The absence of an invoice does not negate the amounts due. It is further understood that Landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within 5 days of the date of the invoice. In the notice, Tenant shall include Tenant's name and the condominium unit number and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved. **Initials** _____
21. **RENTAL APPLICATION:** Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Condominium Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion. **Initials** _____
22. **JOINT AND SEVERAL LIABILITY:** Each of the persons signing this Lease as Tenant or Cosigner is jointly and severally liable for all obligations under this Lease with all other persons signing this Lease as Tenant or Cosigner. If Tenant or Tenant's guests or invitees violate this Lease, the Condominium Restrictions or the Rules and Regulations, all of the persons signing this Lease as Tenant or Cosigner are considered to have violated this Lease.
23. **DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal or state guidelines have been found in the State in which the Condominiums are located. Additional information regarding radon testing may be obtained from the local county health unit. Landlord is an equal opportunity housing provider and complies with all federal state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, creed, religion, sex, national origin, age, familial status or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, Landlord may provide. **Initials** _____
24. **NOTICES:** Landlord has designated Agent, as its agent for the purposes of managing and operating the Condominiums, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, in each such case upon receipt or refusal of delivery, or (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to Landlord c/o Creekside Condominiums of Auburn, 650 DeKalb Street, Auburn, Alabama 36830 or at such other address as Landlord shall have previously specified by notice in writing to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Condominium Unit or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Notwithstanding anything herein to the contrary, Landlord may not send notices and other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant. **Initials** _____
25. **AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants, or provisions of this Lease. The failure of Landlord to insist upon strict performance



of any terms, conditions, covenants or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions but the same shall be and remain in full force and effect. The receipt by Landlord of Rent with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant of acceptance of performance by Tenant that varies from the provisions hereof shall constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, if breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.

Initials _____

26. MISCELLANEOUS: This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Condominiums are located, notwithstanding the residence or principal place of business of any party hereto, the place where this Agreement may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceeding seeking to enforce any term condition, covenant or provision of , or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Condominiums are located, in the county in which the Condominiums are located, or if it has or can acquire jurisdiction in the United States District Court for the district in which the Condominiums are located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto any where in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon and inure to the benefit of, the parties hereto concerning the Condominium Unit and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing which is not expressly set forth in this Lease is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding gender or number as the the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto", or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Condominium Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original facimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease.

Initials _____

27. PREVAILING LAW: Notwithstanding anything herein to the contrary, no term, condition, covenant or provision of this Lease, the Rules and Regulations, or any addendum or amendment hereto or thereto, shall be enforceable if the enforcement of such term, condition, covenant or provision is prohibited or in conflict with prevailing law in the State of Alabama, including, but not limited to, the Alabama Uniform Residential Landlord and Tenant Act, codified at Alabama Code Section 35-9A-101, et. Seq. ("Prevailing Law"), and more particularly, if prohibited by Alabama Code Section 35-9A-163 thereof.

Initials _____

ACKNOWLEDGEMENT: TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE CONDOMINIUM RESTRICTIONS AND THE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT THE CONDOMINIUM RESTRICTIONS AND THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE CONDOMINIUM UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE CONDOMINIUM UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year first above written.

Woodruff Property Management Company
as agent for Landlord

By: _____ (L.S.), _____ Title _____ Date _____

_____ (L.S.) _____ (L.S.) _____

Tenant Date CoSigner Date

