

Residential Lease Agreement

This Residential Lease Agreement, (referred to as "Agreement hereinafter), is made and entered into on the 18th, day of January, 2023 between the Lessee(s), Leslie E. Polacheck Steven A. Polacheck Angela M. Polacheck (referred to as "Lessee" hereinafter and referenced as "Lessee" on signature lines hereinafter) whose name(s) is set forth at the conclusion of this Lease and Lessor, (referred to as AHI Properties, Agent of the owner(s)), of the below-described residential property. Lessor represents the interests of the property owner(s). Agency fees paid to the Lessor are provided by separate agreements. Lessee acknowledges that the Lessor has relied upon the rental application as an inducement for entering into this agreement, and the Lessee warrants to the Lessor that the facts stated in the application are true to the best of the Lessee's knowledge. If any facts stated in the rental application prove to be untrue, the Lessor shall have the right to terminate the residency immediately and collect from the Lessee any damages resulting therefrom.

Section 1 **Leased Premises**

Lessor leases to Lessee(s), and Lessee(s) leases from Lessor, for the sole purpose, a private dwelling, the residential property located at: 26124 Valley Ridge Rd, Madison, AL 35756

Section 2 **Term**

The dates set forth in this agreement, ("the Term"), shall be for a period commencing on 2/1/2023 and continue in force through the expiration date 7/31/2024. **The Lessee(s) is required to submit a minimum thirty (30) day written notice if they intend on renewing the lease agreement or if the Lessee(s) intend of vacating the property after the initial lease term is completed. The Lessee(s) agree to pay a lease renewal fee in the amount of \$0.00**. After the initial term of this Agreement, the rental rate may be changed, at the sole discretion of the Lessor upon a thirty (30) day written notice to the Lessee(s). Lessor shall not be liable for failure to deliver possession of the premises, other than to the extent of abatement of rent from the commencement of this Residential Lease Agreement, to the day possession is delivered to Lessee(s) on the rental basis herein set forth and the entering into this Residential Lease Agreement shall not be considered as a guarantee or assurance of possession until same is actually delivered. As the premises is in an area with other residences and as the occupancy of Lessee(s) might interfere with the leasing or quiet enjoyment of other residences, therefore, without reflection upon the Lessee(s), it is understood and agreed, that in the event the Lessee(s) and/or Lessee(s) occupants or guests, of the premises, shall, in the judgment of the Lessor, such judgment to be conclusive, engage in any act or perpetrate any conduct that could interfere with the quiet enjoyment of other residences by their occupants or by Lessee(s), the Lessor shall have the right to terminate this Residential Lease Agreement, and re-enter and take possession of the premises at any time, after first giving a written fifteen (15) day written notice to the Lessee(s) of this election of the Lessor to so terminate this Agreement. Nothing contained herein, or hereinafter, shall be deemed a waiver of the Lessor, OR, the property owner(s), of any claim for damages or injury on, or about the leased property.

Section 3 **Rent**

Lessee(s), in consideration of the leasing of the premises, agrees to pay rent in advance, in equal monthly installments in the sum of \$1,815.00 and is due on the first (1st) calendar day of each, and every month during the term of this Agreement to the Lessor, at the address provided by the Lessor hereinafter: 2124 Metro Circle SW, Huntsville, AL 35801, or at another address as Lessor may designate in writing. **Lessor will not accept cash as any form of payment for rent, or any account balances. Lessor takes no responsibility for processing post-dated checks or for any fees to Tenant that may be caused by processing post-dated checks.** Lessor, at the discretion of the Lessor, may require certified funds payments for rent, and any account balances from the Lessee(s) if the Lessee(s) defaults on two (2) account payments, having said payments returned unpaid by the financial institution for any reason. Lessee(s) further agree to pay to Lessor a late, service/administration, and/or bookkeeping fee, at the Lessor's discretion, of ten percent (10%) of the total monthly rent amount, if the rent is paid after the third (3rd) calendar day of each, and every month. All payments received and delivered by mail, personal delivery, or to the drop box are considered late at 5:01 pm on the third (3rd) calendar day of each, and every month. All online payments are considered late at 11:01 pm on the third (3rd) calendar day of each, and every month. Post-marked payments will be considered late under the terms of this Agreement. Post-dated payments are not accepted. All payments may be processed the same day by the Lessor. If any account payment is returned to the Lessor unpaid, for any reason, the Lessee(s) agree to pay to Lessor the NSF/bookkeeping fee of \$35.00 in full with their total account balance, and this payment will be required in certified funds. Any additional account balances due from Lessee(s) to Lessor, after written notice from,

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Lessor, at any time, may receive a late fee or similar fee, minimum of \$15.00 or ten percent (10%), whichever is greater. Lessee acknowledges and agrees that in accordance with Alabama law, Lessee may not withhold rent to the Lessor, while in possession, to enforce any of the rights and provisions of this agreement. Lessor's failure to enforce any term of this lease shall not be deemed a waiver of

enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Lessor's right to the full amount of rent. Lessor takes no responsibility for processing post-dated checks or for any fees to Lessee that may be caused by processing post-dated checks. Lessee shall take caution when remitting payments to Lessor and be sure make note of such payment made as Lessor is not responsible for Lessee's returned payment or when online payments are deducted from Lessee's financial institution. After two (2) returned payments, personal checks and online payments will no longer be accepted.

Section 4 **Security Deposit**

Lessee(s) have deposited with Lessor the sum of \$150.00 as the security deposit for the performance by the Lessee(s) of the terms of this Agreement. The deposit is held by the Lessor, to be repaid in full or in part, without interest, to the Lessee(s). Lessor may use any part of the security deposit to satisfy any default of the Lessee(s) and any expenses arising from a default. If Lessee(s) shall fully comply with the terms of this Agreement, Lessor shall return the security deposit to Lessee(s) within **sixty (60)** days after the termination of this agreement and delivery of possession to the Lessor. Lessee(s) shall not reduce the last month's rental payment by the amount of the security deposit. Lessee agrees that unpaid fees and charges will be deducted from the security deposit during the security deposit process at the end of the term. Lessor shall hold the security deposit, and is authorized to turn this security deposit over to the property owner(s), without notice to the Lessee(s), all or any part of the deposit claimed by the Lessor to be due to the property owner(s) under Section 4. In addition to other requirements in this Agreement, **THE DEPOSIT WILL NOT BE RETURNED**, if Lessee(s) is not in compliance with any of the conditions described and set forth in the Security Deposit Addendum attached hereto or if:

1. Other than what is permitted in Section 15, this lease is terminated or assigned by the Lessee(s) or the premises is sub-let by the Lessee(s), or if the Lessee(s) move out at any time other than on a renewal, or anniversary date of this Agreement, with proper and confirmed notice by Lessor. Such deposit will not be applied to any fees, or rent due hereunder to Lessor unless such has been deemed a default by the Lessee(s). The foregoing applies even though the Lessor may agree to termination, assignment, sub-let or re-let, except with respect to a termination under Section 15.

2. The Lessee(s) is in default under this Agreement, or any addendum attached herein this Agreement.

3. Upon vacating the premises, the Lessee(s) shall provide to Lessor in writing, a valid, forwarding address to which the deposit and/or itemized accounting, or both, may be mailed. If Lessee(s) fail to provide to Lessor in writing, upon vacating the premises, a valid, forwarding address, the Lessor shall mail, by first class mail or standard postal delivery, the deposit, itemized accounting, or both, to the last known address of the Lessee, or if none, to the address of the premises herein this Agreement. Any deposit unclaimed by the Lessee(s), as well any outstanding account refund checks, left unclaimed and outstanding, shall be considered forfeited in penalty, by the Lessee(s) after a period of ninety (90) days, and remitted to the Lessor and/or the property owner(s) as forfeited funds by the Lessee(s). In the event property ownership or property management has changed, the new Lessor (not AHI Properties) shall be solely responsible for the return of the Security Deposit. In this event, AHI Properties shall not be held liable for any damages, costs, fees, and/or penalties associated with non-payment, timely repayment or return of the Security Deposit and Tenant agrees to excuse AHI Properties from any such claim or cause of action upon receiving notification from AHI Properties of the then-current Lessor's name and address with confirmation that ownership or management has changed and that AHI Properties no longer maintains the Security Deposit.

Nothing in this Section shall be deemed to limit the liability of Lessee(s) for damages or for the cost of cleaning, or restoring the premises to the original, delivered condition of the premises to the Lessee(s), and the retention of the security deposit by Lessor shall not be considered as liquidated damages. If any portion of said deposit is not refunded to Lessee(s), Lessor will provide a written statement of said non-refunded amount, along with a refund amount due, if any, to Lessee(s), within sixty (60) days after termination and delivery of possession to the Lessor, to the legal address, or, if provided in writing to the Lessor from the Lessee(s) under the terms of this Section, to the Lessee(s) valid, forwarding address. Lessee(s) shall notify Lessor, in writing, and receive confirmation from Lessor, at least a thirty (30) day prior notice to the end of this Agreement, or any renewal terms hereof, of the Lessee(s) intention to not renew this Agreement. However, nothing in this paragraph shall be deemed to give the Lessee(s) any right to renew this Agreement in the absence of Lessor's willingness to renew this Agreement evidenced in writing.

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Section 5 Use of Premises

Lessee(s) covenants and agrees that the premises will not be used for any unlawful purpose. The premises are to be used exclusively for the private residence of the Lessee(s) and those named individuals on the application for this Agreement, which is incorporated into this Agreement by reference, and for no other purpose. Any visitors that remain or are at the premises for more than fourteen (14) days of a month, of the age 18 years or older, may be considered to become a Lessee of this Agreement and meet all of the Lessor's requirements to be a legal, authorized resident of the premises.

Section 6 Care and Maintenance

After inspecting the premises, Lessee(s) completed the attached move-in inspection form, incorporated into this Agreement, by this reference and found the premises to be in good order, and repair, and accepts the premises "AS IS." Lessee(s) covenants and agrees to maintain the premises in as good condition, working order, and repair as Lessee(s) has been delivered the premises and found it to be, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to restore the premises, to the same condition, at all times, as when Lessee(s) entered to: keep the lawn mowed, trim shrubbery/greenery, keep the bedding's cleaned, keep the premises clean and free of debris and refuse, and to keep the premises in a presentable condition at all times. Lessee(s) further agree to: pay for all broken glass, damages to fencing if available, damages to mailboxes, to replace all keys not returned, broken, or lost, and to not permit waste to or about the premises or allow the same to be done. Lessee(s) shall take good care of the same, and Lessee(s) is located, by Lessee(s), his/her employees, occupants, visitors, and guests or other persons Lessee(s) permit to be in or about the leased premises. Lessee(s) shall reimburse the Lessor for any and all costs of repairs to the premises that the Lessor has made or where the responsibility for such, is that of the Lessee(s) and Lessee(s) fails or refuses to make said repairs. Lessee(s) is not permitted to attach any kind of permanent structure, character, or signs containing writing or printing to any window, wall, floor, ceiling, door, or part of the premises, or about, without the prior written consent of the Lessor. Lessee(s) agree that no representation as to condition and/or repair has been made, except as is contained in this Agreement and agrees that no promise has been made or delivered to decorate, alter, repair, or improve the premises, except which is contained in this Agreement. Any written agreement to decorate, alter, repair, or improve the premises, shall not carry forward, and be made part of any renewals or extensions of this Agreement. If Lessee(s) change or adds any locks, Lessee(s) must immediately furnish a copy of each key to the Lessor to any said changes or additions without any charge to the Lessor. Any and all said lock and/or key changes shall remain part of the leased premises at the end of tenancy and all keys turned over to the Lessor. Lessee(s) shall not be entitled to any credit for said lock/key expenses unless, otherwise, agreed to in writing by the Lessor and the Lessee(s). In the event the Lessor furnishes appliances, or HVAC units, carpeting or likewise, or other personal property with the premises, Lessee(s) herein agree to properly clean and maintain said items, change air filters for each unit monthly and upon vacating, and otherwise clean and maintain said items in a prudent manner.

Section 7 Alteration

Lessee(s) shall not make, or cause to be made, any alterations, decorations, additions, or improvement to the premises, or incur any expenses for these matters, without the prior, written consent from the Lessor. Lessee(s) will be responsible for the full restoration of the premises of any unauthorized alterations, additions, or improvements, or causes to the premises. Lessor does not agree to any form of compensation for repairs or cleaning completed by the Lessee unless written permission is provided first by the Lessor for the work prior to Lessee commencing any such work or cleaning.

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Section 8 Personal Property

All personal property placed, in or about the premises, in the store rooms, or in any other portion of the premises, or any place appurtenant thereto, shall be at the risk of the Lessee(s), or the parties owning same, and Lessor, and Lessor's affiliates, principles, property owner(s), and employees, shall in no event, be liable for the loss of, or damages to such property, or for any act or negligence of any employee, or co-tenants, guests, servants of Lessee(s) or any other persons whomsoever in, or about the premises. Lessee(s) hereby acknowledges and understands that there may be rental housing in this community which may be leased without exculpatory provisions such as this one.

Section 9 General Liability, Indemnification, and Insurance

Lessee(s) assume all risks and responsibility for all accidents, injuries, and death to persons or property, to which occur in, on, or about the premises. Lessee(s) agree to hold harmless and to indemnify the Lessor and all of the Lessor's affiliates, agents, vendors, and the property owner(s) and assigns from any and all claims, liabilities, losses, costs, expenses, including attorney fees and/or court expenses, arising from, or in connection with, the condition, use or control of the premises, including any improvements of the premises, no matter how caused, and for any act done by Lessee(s), agents, invitee, or licensee of the Lessee(s), or any other party, except in the case of the Lessor's or property owner(s) failure to perform, or negligent performance of, a duty imposed by law. Lessee(s) hereby acknowledges that there may be rental housing in the community which may be leased without exculpatory provisions, such as this one. Lessee(s) understands and agrees to all of the terms herein. Lessee(s) shall, at his/her sole expense, maintain general liability insurance against all claims for personal injury, death, or for property damages on, in, or about the premises, and on, in, or about the adjoining land, streets, and passageways; the insurance to afford protection of no less than \$100,000.00, combined for single limit for bodily injury, including death, and for property damage. The policy of comprehensive, general, public liability insurance shall name the Lessor as an additional insured party, shall provide that the policy may not be canceled without a sixty (60) day prior, written notice to the Lessor, and shall be issued by an issuer, and a form that is deemed satisfactory by the Lessor. Lessor shall have the right to require Lessee(s) to obtain necessary, additional insurance coverage, in forms and amounts determined by the Lessor, deemed, when necessary, by the Lessor, to provide adequate coverage for the premises based on the location and type of property covered and its use. Lessor shall have the right to obtain the required insurance coverage on behalf of the Lessee(s) and at the sole cost and expense of the Lessee(s) if the Lessee(s) fail to provide to Lessor proof of the acquired insurance policy coverage and receive confirmation from Lessor five (5) days after the commencement of this Agreement.

Section 10 Damage

In the event the premises is totally destroyed by fire, rain, wind, or cause beyond the control of the Lessee(s), or are, condemned and ordered torn down by the property authorities constituted by the State, County, City, or other legal property authority, then in either of these events, this Agreement shall cease and terminate, as on the date of such damage, taking, or destruction of the said premises. The rental shall then be accounted for between the Lessee(s) and the Lessor up to the time of the such damage, taking, or destruction of the said premises, the Lessee(s) paying up to said date and the Lessor refunding the rents collected beyond such date. If the premises are damaged by fire, rain, wind, or cause beyond the control of the Lessee(s), so as to render the same partially, untenable or partially unfit for the use of its purpose, for which the same are hereby let, and are repairable within a reasonable time, then at that time, in that event this Agreement 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 premises bears to the whole of said premises.

If the whole or any part of the demised premises shall be taken by Federal, State, County, or City, or any legal property 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(s) hereunder, shall immediately cease and terminate, and the Lessee(s) shall have no right to any awards, that may be made for such taking, or to any damages thereof, except that the rent shall be adjusted as of the date of such termination of this Agreement.

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Section 11 Assignment and Subletting

Lessee shall not assign this lease, nor sublet the Premises, without the prior written consent of Lessor, which consent may be withheld without reason or cause, nor shall Lessee 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, social media site, or manner whatsoever without the prior written consent of Lessor. Lessor reserves the right to assign this Lease and any sums under this Lease on the sale or transfer of the Premises. Lessee understands and acknowledges that Lessee must have prior, written authorization from the Lessor for guests to occupy the premises for more than 5 calendar days in one calendar month. Failure to comply may result in Lessor requiring additional guests to apply for occupancy and be approved through regular company procedures.

Section 12 Utilities

Lessee shall maintain all utility services, including sewer, water, gas, electricity, pest control, and garbage collection. Lessee is responsible to contact any and all utility services that are for said Premises and is responsible to obtain the utility information solely. The Lessee will pay occupancy taxes and any and all other municipal license fees or charges which may hereinafter be imposed by the county, city, or municipality wherein the said Leased Premises is located. Said utility charges 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 Lessee fails to pay such as soon as they become due, the Lessor may at the option of the Lessor, pay such amounts due and any such items so paid by Lessor shall bear interest from the 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 Lessee to pay such amounts, or to repay the Lessor such amounts as may be hereinafter imposed against the Premises, shall be a default in the payment of rent provided in this Lease. Lessee acknowledges and agrees that Lessee shall be liable for any inspections, (including lighting the pilot light), required by local authorities/utility companies due to Lessee's failure to obtain service at the time of the execution of this residential lease agreement or to maintain said service during the time of this agreement. Lessee shall pay all costs of hook-ups, disconnects, re-connection fees and any security deposit funds, even non-refundable, in connection with providing utilities to the premises during the term of this agreement. Lessee acknowledges and agrees that shall Lessee fail to comply with the terms listed herein and the Lessor, at the Lessor's discretion, choose to establish any utility under the Lessor's account for this agreement, that the Lessor may charge the Lessee the true expenses for said utilities and an additional deposit or non-refundable fee due to the Lessor. Lessee acknowledges and agrees that should pest infestation occur during the residency of the Lessee that the Lessee would be financially responsible for the pest control correction expenses and if Lessee fails to provide proof of any correction for pest control from a licensed, insured and bonded company, that Lessor may opt to have these services performed to restore the premises to the original condition, and that Lessor may charge any expense related to the pest control restoration back to the resident. This includes if the pest infestation has damaged or caused the need for repair to any appliance, or furnishings provide by the Lessor, or any area, inside or outside surrounding, areas of or about the premises. Lessee further agrees and understands that a fine in the amount of \$100.00 per issue will also be invoiced to the Lessee and which will be promptly paid to the Lessor. In the event the Lessee fails to transfer utilities to Lessee's name or fails to make timely payment for the utility charges or other fees and taxes, Lessor reserves the right to apply the security deposit to these accounts, or to have service discontinued. Lessor reserves, subject to applicable law, the right to withhold refund of security deposit after termination of this lease, pending final payment by Lessee of all utility charges accrued during the term.

Section 13 Inspections, Signs and Entrance

Lessee agrees to permit Lessor, Lessor's agents, employees, property owners, or affiliates to enter the Premises at any reasonable hour for the purpose of inspection, maintenance, repair, alteration, or improvement of the Premises. Lessee acknowledges and agrees that the Lessor may exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Lessee's, workmen, vendors, or contractors. Lessor is required to provide Lessee with at least 2 days' written notice of the Lessor's intent to enter the Premises, and may enter only at reasonable times except in case of emergency or unless impracticable. Lessee agrees to permit Lessor or Lessor's agent(s) to display "For Sale," or "For Rent" signs on Premises and to show the Premises to prospective purchasers or Lessees at any reasonable hour.

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Lessee acknowledges and agrees that should Lessor have to perform any inspection that is outside of the generally provided scope of this agreement, or at the request of the Lessee, or if Lessor must coordinate a separate inspection due to the Lessee's availability conflicting with Lessor's regular inspection schedule, Lessor may charge Lessee an additional inspection fee for the coordination, and performance of said inspection. Lessee acknowledges and agrees that Lessor or Lessor's affiliates, may provide notification of prior entrance to Lessee by posting a notice on the primary door of the premises, by text-messaging, by email notification, by regular-class mail notification, and will include the purpose of the entry in said notification.

Section 14 **Non-Curable Default**

The following acts or omission by Lessee or an occupant of the Lessee shall constitute a non-curable default of the Lease and the Lessor may terminate the Lease upon a 7-day demand notice as applicable by law. The Lessee shall have no right to remedy such default unless the Lessor consents as applicable by law. Such acts are but not limited to:

- 1) Possession or use of illegal drugs on the Premises or in the common areas.
- 2) Discharge of a firearm on the Premises, except in the cases of self-defense, defense of a third party, or as permissible pursuant to Ala. Code 13A-3-23.
- 3) Criminal assault by the Lessee or guest on the Premises, except in cases of self-defense, defense of a third party, or as permissible pursuant to Ala. Code 13A-3-23.

Section 15 **Default**

On the happening of any of the following events of default: (a) if rent is not paid within five days after the date due; (b) if a petition in bankruptcy shall be filed by or against Lessee and the trustee shall fail to assume the lease within Sixty(60) days of filing of the petition, thereby being deemed to have rejected this lease or if Lessee shall make a general assignment for the benefit of creditors or receive the benefit of any insolvency or reorganization act; (c) if an execution or attachment shall be issued under which the Premises shall be taken or occupied or attempted to be taken or occupied by anyone other than Lessee; (d) if the Premises become and remain vacant or deserted for a period of ten consecutive days; or (e) if this Lease is assigned or the Premises sublet to, or occupied by, any person other than Lessee, Lessor shall have the privilege, at Lessor's option, of re-entering and taking possession of Leased Premises and let same as Agent of Lessor and apply the proceeds received from such letting toward the payment of the rent and/or other charges due by Lessee under the terms hereof, or at the option of the Lessor, the rent for the entire term 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 a 24 hours written notice to Lessee annul and terminate this Lease.

Such re-entry shall not bar the right to recovery of rent or damages for breach of covenants not 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. The Lessee agrees that the Lessor, Lessor's Agent, or the property owner, may report the payment history of the Lessee to anyone or all of the credit reporting bureaus, including, but not limited to Equifax, Trans Union, and Experian. In no event shall Lessor, or Lessor's Agent, incur any liability whatsoever, of any kind, or description in connection with this reporting. Lessee, by signing below, acknowledges and consents to the Lessor, or Lessor's Agent, reporting its payment history and experience with the Lessee and forever releases, discharges, and agrees to indemnify and hold Lessor, or Lessor's Agent, harmless from any claim, action, demand, judgment, or other liability arising out of the Lessor's, or Lessor's Agent, actions in reporting the Lessee's payment history and record into the records of any credit reporting bureau.

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Section 16 Smoke Detectors

The undersigned Lessee acknowledges and certifies that Lessor has installed smoke detector(s) in the same Premises and determined it to be operational; and that tenant has checked and verifies that the smoke detector(s) in the said Premises is or are 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).

Section 17 Termination

Lessee shall have the right to terminate this Lease after this Lease Agreement has been in effect for at least six months. Lessee may cancel this Lease Agreement effective the last day of the sixth month by delivering to Lessor, in writing, a sixty (60) day notice of termination of this Lease. Lessee must be current in all rentals and charges due at the time of giving the notice and must pay all rental dues through the date of termination. Such notice must be accompanied by a termination fee equal to **two (2)** month's additional rent, the lease modification fee of **\$ 125.00** and a processing fee of **\$ 150.00**. The termination fee cannot be used for the rental payments incurred during the sixty (60) day notice period. Lessee must vacate the property on or before the effective date of termination. Failure to vacate timely or pay the rents due will void the termination and forfeit all prepaid fees. After vacating the Premises, Lessee shall pay for all utility services due and have them discontinued, will see that the Premises are swept out, and professionally cleaned, all carpeting professionally cleaned, remove all trash or other refuse from Premises, lock all the doors and windows, and return any and all keys and receipts from professional cleanings to Lessor. In the event that Lessee remains in possession after the termination of this Lease, by expiration or otherwise, no rights shall be created in Lessee and rent shall be due for the period of the holding over at double the rate specified as rent in this Lease.

Section 18 Holdover

If Lessee shall remain in possession of the Premises or any part thereof after the Lessor has issued termination of this Lease under Section 2 of this residential lease agreement, Lessor shall, at its option, have the right to charge Lessee as liquidated damages for the time such possession is withheld a sum equal to three times the amount of rent with no further notice to the Lessee.

Section 19 Rules

The rules and regulations in the attached addendum to this lease are specifically assented to and accepted as part of this lease. The Lessor shall have the right to change or modify such rules and regulations whenever in the option 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 in the Rules and Regulations attached as Schedule to this lease. At Lessor's discretion, in accordance with Alabama Laws, may adopt a rule or regulation, from time to time, and Lessee acknowledges and understands that the Lessor will notify all Lessee's of the adoption of a rule or regulation, and it is enforceable if said rule or regulation would apply to all Lessee's and its purpose is to promote the convenience, safety, or welfare of the Lessee; and/or to preserve the Lessor's property from abusive use.

Section 20 Burglary/Security

The Lessee is responsible for any damage to the Premises that may be caused by a burglary, attempted burglary and/or break in and further agrees to repair the same, should the Lessee be at fault for not properly securing the premises. Security of the Premises and personal property is the sole responsibility of the Lessee.

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Section 21 Lease Addendums

In the event that the Lease term is extended by written agreement between Lessor and Lessee the terms of the original Lease and all addendums executed in the original Lease shall remain in full force and effect unless modified in writing between the parties.

Section 22 Pets

Pets shall not be allowed without the expressed, prior, written consent of Lessor and Lessee

executing a separate Pet Addendum, this includes "pet sitting of any nature.". Lessee will not permit a pet to live on the Premises without signing and complying with the provisions of a separately negotiated Pet Addendum. **There will be a \$ 250.00 non-refundable pet fee per approved pet and a minimum of \$ 15.00 a month pet rent per pet.** Lessee acknowledges and understands that should a pet be reported, or found by Lessor, **with or without the knowledge of the pet's existence of the Lessee**, without the prior, written executed consent of the Lessor, Lessor, at its option, may charge a violation fine not to exceed **\$500.00** per unauthorized pet, due to the Lessor from the Lessee. All pets are subject to visual inspection and approval of Lessor at such time as Lessor may direct during normal business hours. Lessor reserves the sole and exclusive right to withhold consent of certain breeds and size of pets. Lessor may require Lessee to provide current vaccination and veterinarian records to Lessor for any authorized or non-authorized with penalty, pets, of any kind, that reside at the premises. Lessor may, at Lessor's discretion, adopt a pet-screening application and compliance rule to this residential lease agreement, and Lessee agrees to comply with the terms outlined in said application and compliance rule immediately upon receiving prior written notification from the Lessor.

Section 23 Insurance

In the event that the insurance company ensuring the Premises on behalf of the Lessor informs the Lessor that an item on the Premises must be removed or corrected to maintain insurance coverage the Lessee acknowledges and agrees to remove such item or correct such issue within five (5) days after receipt of notice from the Lessor of such matter. Lessee understands that violation of this Section may result in charges due to Lessor from Lessee. Roommates are required to get separate policies each of the same terms in this agreement

Section 24 Nature of Relationship

Lessor and Lessee understand and agree that no provisions contained in this Lease, nor any acts of the parties to this Lease, shall be deemed to create any relationship other than that of Lessor and Lessee.

Section 25 Successors

The terms, covenants, and conditions of this Lease shall bind and inure to the benefit of the heirs, personal representatives, and successors and permitted assigns of the parties.

Section 26 Time of the Essence

Time is of the essence of this Lease, and all provisions of this Lease relating to time shall be strictly construed. Any negotiations may be withdrawn prior to the parties of this Agreement putting said negotiations in writing. All negotiations must be in written form to be deemed valid in this lease agreement and Lessee's account.

LP SP AP

Initials:

*All of the terms of this Residential Lease Agreement are considered legal and binding under Alabama guidelines

Section 27 Mutual Non-Disparagement/Representation

Lessor, Lessee, and the property owner, agree, and understand that as additional consideration, specifically the mutuality of this clause, each are prohibited from making disparaging remarks, statements (**verbal or libel**), and/or publications regarding the other party to any third-party individual, publisher, or social media sites. This provision relates to remarks, statements, and/or publications regarding this Agreement, or any parties' performance, reputation, and/or personal slander under this Agreement, or subsequent to any termination of this Agreement. If any dispute arises regarding whether any remark, statement, and/or publication is disparaging, the parties herein agree that for purposes of this provision, expressly including the enforcement of this provision detailed below that any remark, statement, and/or publication be irrefutably deemed disparaging is subject to the commencement of legal procedures, and agree to be responsible for any, and all legal fees, and fees costs to defend, repair, or resolve the subject disparagement.

Section 28 Notices

All notices required or permitted under this Lease shall be in writing, via postal and/or electronically, and shall be served on the parties at their respective addresses, and email addresses as stated at the beginning of this Lease Agreement. Any notice to Lessor or to Lessee shall be either; (a) sent by certified mail, return receipt requested, in which case shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (b) electronically sent via email to the email address(es) that Lessee provided in the execution of this Lease Agreement; (c) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with the courier. The addresses of the Lessor as set forth in this lease may be changed by written notice to the Lessee.

Section 29 Facsimile Signature

It is agreed that a signature on this Agreement received by either party by facsimile, electronically, electronic signatures, Blue Ink, or email form shall be considered as binding as an original.

Section 30 Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the State of Alabama.

Section 31 Severability

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected by such an occurrence and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

Section 32 Megan's Law

The Lessee and Lessor agree that the Lessor or any associated affiliate representing the Lessor, and all affiliated agents are not responsible for obtaining or disclosing any information contained in the Alabama Sex Offender Registry. The Lessee and Lessor agree that no course of action may be brought against the Lessor and all affiliated agents for failure to obtain or disclose any information contained in the Alabama Sex Offender Registry. The Lessee agrees that the Lessee has the sole responsibility to obtain any such information. The Lessee understands that Sex Offender Registry information may be enforcement officials, obtained by the local sheriff's department or other appropriate law

Initials: LP SP AP

*All of the terms of this Residential Lease Agreement are considered legal and binding under Alabama guidelines

Section 33 Quiet Enjoyment

Lessee, or any occupant or guest(s) of Lessee, or other person under the Lessee's control with or without their authorization, shall conduct themselves in a manner that will not disturb other Lessee's, neighbors, or surrounding communities' peaceful enjoyment of the premises. Any violation constitutes as a substantial violation of the residential lease agreement and a material non-compliance with this agreement and is grounds for termination of this agreement and eviction from the premises.

Section 34 Military Clause

If the Lessee is a member of the Armed Forces of the United States, stationed in the IMMEDIATE area, and shall receive permanent change of station orders out of the IMMEDIATE area, Lessee may, upon prior presentation of a copy of said orders of transfer to the Lessor, *along* with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, or fees for processing such termination, may terminate this residential lease agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge pending transfer or discharge at time of entry into this residential lease agreement voids any consideration or protection offered by this section as applicable by law.

Section 35 Joint Responsibility

If this residential rental agreement is executed by more than one (1) Lessee, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

Section 36 Non-Reliance Clause

Both Lessee and Lessor hereby acknowledged that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker, Broker's agents, affiliates, or Lessee's agents or affiliates, which are not expressly stipulated herein, if not contained herein, such statements, representations, promises or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily, without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with a counsel before entering into this agreement and have had the opportunity to do so.

Section 37 Waiver

The following party(s) agree to waive the right to list this account, account debt, or any debt involved in this instrument through the date of the security deposit process per Alabama State Law, in any form of bankruptcy case, dismissed debt cases, discharge cases, or re-opened cases. The party(s) hereinafter agree to waiver of exemption of any listed judgments used to regain necessary possession or debt that may form in this instrument. The following party(s) hereinafter agree that they have read and understand this entire instrument. The party(s) hereinafter agree to comply with all lease requirements of this instrument and understand that penalty and/or fines/fees may arise should the party(s) become in default of any form.

LP SP AP

[Signature]

Initials:

*All of the terms of this Residential Lease Agreement are considered legal and binding under Alabama guidelines

Section 38
Entire Agreement

This Lease constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties. The parties to this instrument have executed this Lease as of the date and year first written above.

THIS IS ENTITLED 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.

Lessee: *Leslie Polacheck*

Date: 1/18/23 13:59 CST

Lessee: *Steven Polacheck*

Date: 1/18/23 14:03 CST

Lessee: *Angela Polacheck*

Date: 1/18/23 21:34 CST

Lessor: *[Signature]*

Date: 1/19/23 09:54 CST

AHI Properties- Agent of Owner

Lessor(s) Initials _____

Walkthrough

To reassure the homeowner that the property is being well maintained, an AHI Properties staff member will need to perform a walkthrough inspection at the property 26124 Valley Ridge Rd. Madison, AL 35756 around the midpoint of the lease. We will perform this walkthrough on 7/1/2023.

No one is required to be at the property at the time of the walkthrough; however, you may be present during the walkthrough if you choose.

This is the only notice that you will receive for the walkthrough. An AHI Properties staff member will contact you by email one week in advance to let you know the approximate time. Please make sure you provide a valid email address that you check on a regular basis. If you change your email address, contact AHI Properties to update your information as soon as you can.

Leslie Polacheck

Lessee:

1/18/23 13:59 CST

Lessee:

Steven Polacheck

Lessee:

1/18/23 14:03 CST

Lessee:

Angela Polacheck

Date:

1/18/23 21:34 CST

Date:


Lessor(s) Initials _____

AHI Properties Agent of Owner



AHI Properties - CredHub - Resident Acknowledgement Form

Leslie E. Polacheck, Steven A. Polacheck ([AngelajM:Polacheck](#)) is leasing a property known as 26124 Valley Ridge Rd, Madison, AL 35756 (hereinafter "Property") from the property manager known as AHI Properties which has a business relationship with CredHub who will be providing credit reporting for the protection and benefit to all of the resident who rent from AHI Properties.

CREDHUB's Obligations and Commitments:

AHI Properties agrees to furnish CredHub with Residents payment history on a monthly basis who will then report the same to TransUnion and Equifax (hereinafter "Credit Bureaus"). AHI Properties is responsible for the accuracy of said payment history. CredHub is under no duty or obligation to investigate the accuracy of the reported information provided by AHI Properties but may rely upon the information when conveying such information to the Credit Bureaus. AHI Properties will work with CredHub to comply with all federal and state regulations or rules now in effect or that may become effective after the date of this acknowledgement to protect the Resident(s) including the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and any and all other applicable laws and regulations. CredHub agrees that it will use all reasonable efforts to accurately process and incorporate the reported Information into the "Rental 1" and "Metro 2" format to supply to the Credit Bureaus. CredHub will have complete discretion as to when and what data provided by Manager is included and maintained in the Rental 1 and "Metro 2" format.

CREDHUB Identity Theft Feature - Info Armor powered by Allstate Insurance:

CREDHUB will provide Info Armor with the information required to provide you with the ID Theft Service provided by Info Armor. These services include the following:

Fully managed dispute resolution services including

- **Dark web monitoring:** Bots and human intelligence operatives scan closed hackers' forums for compromised credentials
- **Lost wallet protection:** Easily store, access, and replace wallet contents. The secure vault conveniently stores important credit card credentials and documentations.
- **Credit Alerts:** Alerts are given for transaction like new inquiries, accounts in collections, new accounts, and bankruptcy filings. Alerts come from all three bureaus.
- **Highly trained and certified Recovery Experts:** Recovery Experts are trained and certified to handle and mediate every type of identity fraud case, and they are available 24/7
- **24/7 U.S. Based customer care center:** Recovery Experts are available 24/7

Notices

All notices required in this Agreement must be made in writing and shall be sent via national overnight courier for next day delivery directed as set forth below, or at such other address as a party may specify by written notice to the other.

If to CREDHUB: Trade Line Credit Solutions, LLC
DBA CredHub
707 S. Grady Way, Suite 600
Renton, WA 98057

Lease Holder Initial's LP
SP

Lease Holder Initial's AP
Lease Holder Initial's

Lessor Initial SB

Residential Lease Agreement

Lessee Charges Addendum

The charges listed below would be incurred by the Lessee(s) for common actions that would go above and beyond the normal lease agreement, the normal activities for a Lessee, or any other actions outside of routine operations. These charges have been put into place to offset the cost and additional time involved to address each issue listed below on behalf of the Lessee and are charged on a case-by-case basis. Failure to remit payment upon invoice receipt may result in additional fees as payments may be applied to your previous balance first. Should this addendum be modified, you will be notified in written, or email form.

Lessee Requested Walk thru Fee \$75.00 (Monday through Friday 9AM-4PM-except for holidays) This fee would be charged if the Lessee requests an in-person walk thru when moving out of the home. Through normal procedures, an escorted walk thru of a property with the tenant and a representative of Lessor is above and beyond the regular practice of a vacant home walk thru. The fee is charged because the resident often still has access to the home via keys, and often has possession still in the home requiring us to do an additional walk thru once the locks have been changed, and the Lessee has completely vacated. *Please note that these walk thru inspections must be scheduled with our office in writing 3 business days in advance. The fee is due upon receipt of scheduling the walk thru inspection.

Early Move in Fee \$ 50.00 This fee would be charged if a Lessee requests an earlier move in date than what the original lease was prepared, written, and signed for. To make changes requires additional paperwork and coordination. *Lessee must schedule this additional coordination with our office in writing, and the fee is due upon receipt of scheduling.

Immediate Occupancy Fee \$ 100.00 This fee would be charged to a Lessee if the Lessee needs to move into a property immediately (once approved, and if available.) Ex: Lessee is approved on a Thursday afternoon, and needs to move in on Friday. In order to facilitate such a quick move-in we have to place properties above sequenced order to accommodate the quick turn-around. *Please be advised that this payment would be due immediately upon receipt and coordination. This option may not be available for all properties.

Delayed Move in Fee \$ 75.00 This fee would be charged to a Lessee if a move in date needs to be modified for a later move in. If the terms to the later move in are acceptable to the owner, a late move in can be arranged. This fee would be incurred due to the modification, preparation, and utilities needing to be in place longer, and for the coordination of modified paperwork if necessary. *A later move in date will be addressed on a case-by-case basis, and all requests may not be approved. If approved, payment is due upon receipt of this modification.

Lease Processing Fee for Lease Modifications \$ 125.00: This fee will be charged if a Lessee wants an administrative action taken that will cause their current lease agreement to be modified. If a Lessee wants to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to the lease agreement, or anything that will cause the lease to be modified, a processing fee of \$75.00 will be added to the Lessee ledger. *Please be advised that payment would be due upon receipt of invoice, and lease modifications are based on owner approval.

Certified Letter Fee \$ 25.00: This fee will be charged if for any reason the Lessee is sent a certified letter for negative reasons. This can be applied for pending eviction, stop eviction, attorney notification, HOA notification, unauthorized occupant, unauthorized pet, failure to comply with lease agreement terms, or a non-responsive Lessee to email, letter or phone call attempts.

Emergency Key Service Fee \$ 150.00: This fee will be charged if the Lessee locks themselves out of the home, and has requested assistance from AHI Properties. AHI Properties often maintains a copy of a key in the office lockbox, but that can often only be retrieved during normal business hours. The Lessee may call their own locksmith, at their expense, to access the home, but if the keys are changed, copies must be provided to AHI Properties per the lease agreement. Should the Lessee change the locks without permission, nor providing a copy to Lessor this fee may also be charged.

LP SP AP
Lessor(s) _____

Unnecessary Maintenance Requests- Normal Business Hours, and After Hours \$25.00-\$75.00 This fee will be charged to a Lessee that calls in a maintenance request and the contractor, designated personnel, performing the repair identifies the call as "operator error." The most common examples are checking for obvious leaks, resetting the garbage disposal, light bulb changes, GFI switches, tripped breakers, pilot lights, setting HVAC controls etc. There will be a \$25.00-\$75.00 charge due upon receipt of invoice added to the ledger in addition to contractor service fee calls.

Stop Payment Fee \$ 50.00: This fee will be charged if a tenant does not receive a check reimbursement from Lessor via the postal service for any refund. Lessor must submit a cancellation fee to reissue checks; therefore, this fee will be charged to the Lessee at the request of reissuing a check payment.

Administration Fee for Cleaning/and Or Repairs \$ 55.00: This fee would be charged if Lessor has to make additional arrangements to provide maid services, lawn service, carpet cleaning, pest control, or repairs to any damages done to the property in addition to the invoice that is charged by the contracting company for the repairs. The fee is the administrative cost in organizing this work on the Lessees behalf.

Utility Transfer Fine \$ 75.00: This fine will be charged to the tenant if the Lessee fails to transfer the utilities to their own accounts within 10 days from the date of move in. Not only would the tenant be responsible for the utilities from the lease start date, but they would also be charged this fine if additional efforts have been made to ensure they properly transferred the utilities.

Administration/Demand Letter \$ 50.00: This fee will be assessed to Lessee who failed to make their rental payments timely, or correspond with our office, receiving an approved extension date. The demand letter will be in response to the late rent, including all fees of any unpaid balance, and will be due by the stated date in the letter to Lessor.

Stop -Eviction Fee \$175.00: This fee will be assessed to the Lessee if requested by the Lessee and accepted by Lessor to stop the eviction proceedings after the posting of a 7- day termination notice, in the event funds were not submitted by the required date of the notice. This option will only be available to exercise on the option that Lessor has approved to cease the eviction proceedings. This fee will cover all administrative costs to prepare, and finalize the eviction being ceased, then becoming null and void.

Missed Appointment Fine \$ 100.00: This fee is charged if a Lessee schedules an appointment with Lessor, Lessor's contractors, or if any approved agent has scheduled a showing for the property and the Lessee is not home after Lessee had requested to be present for the appointment. If Lessee does not allow Leasing Agents to show the home after Lessee has been notified with the proper notice, this fine may also be assessed to the account.

HOA Fine \$ 50.00: This fee will be charged anytime Lessor receives any letters for negative reasons from the HOA. The most common examples are placed out of sight garbage pick-up days, basketball goals, parking violations, unauthorized boats or trailers. This fine is for Lessor's efforts to ensure compliance by the Lessee. If the HOA charges a separate fine, this will be charged back to Lessee in addition to this fine.

Unauthorized Pet Fine \$ 500.00: This fee will be charged to the resident for any, and all unauthorized pets found inside the premises, or exterior areas of the premises. This fee will be assessed if the Lessee had or did not have the knowledge of the or any unauthorized pet. This is strictly a fine to the Lessee to cover administrative costs of having the home assessed, re inspected, and for violating the lease agreement.

Insurance Fine \$ 75.00: Failure to provide Lessor a copy of your rental insurance policy within 5 calendar days from the lease start date may result in the bookkeeping/tracking fee to ensure that you meet the requirements to secure this policy. Failure to remit a renewal contract, or if you cancel your policy may result in consecutive monthly fees for each month, we do not have your policy on file. This fine may be charged at Lessors discretion for any notifications received by Insurance Agencies of Lessee's non-compliance to policy terms, and/or not limited to notifications of cancellations, or terminations by Insurance Agencies.

Failure to Return Keys/Garage Remotes to the AHI Properties Office- \$ 150.00: Per the Security Deposit Addendum # 6, all keys and garage remotes are to be returned to Lessor by delivering them to the office of AHI Properties. The office address is 2124 Metro Circle SW, Huntsville, AL 35801. The keys/garage remotes are not to be left at the property.

LP SP AP

Lessor(s)

Collection/Service Fee- varies but minimum of \$ 10.00, based on specific situations: Failure to remit payment for any account balance, including remainder balances from security deposit dispositions, due from Lessee to Lessor may result in a collection service fee due to Lessor. This fee is for the collection efforts performed by Lessor and any actual expenses that are incurred by Lessor during collection procedures. Service fees may be charged to any account that has any balance that is not remitted by the specified due date on the bill that is emailed or that is mailed through regular postal services. This fee may also be charged for any account that Lessor may retain open as a holding account, which accrues bills that are due from Lessee. This fee is for the convenience of such services that Lessor may retain for Lessee. These fee amounts vary upon each specific situation, but the minimum fee amount of \$10.00, and maximum charges of 10 % of any balance.

Lease Non-Compliance Fine \$ 100.00: Failure to comply with legal notices and terms of the lease, such as proper use, care, maintenance, allowing agent showings for rental or sales opportunities, posting legal notice of entry, or otherwise any non-compliance of the lease agreement which mandates Lessor to follow up on the compliance order issued to Lessee shall receive this fine. This fine covers the loss in time and actual expenses of the Lessor to ensure that a Lessee is complying with all lease terms.

All charges are assessed on a case-by-case basis. This list does not encompass all charges that could occur in the handling of tenant issues that come up during the term of the lease agreement.

Leslie Polacheck

Lessee:

Angela Polacheck

Lessee:

Steven Polacheck

1/18/23 14:03 CST

Lessee:

Lessee:

1/18/23 13:59 CST

Date:

1/18/23 21:34 CST

Date:

Lessor:

AHI Properties Agent of Owner

1/19/23 09:54 CST

Date:

Residential Lease Agreement
Addendum

This Addendum dated 1/18/2023 becomes a part of the lease dated 1/18/2023 between Leslie E. Polacheck, Steven A. Polacheck, and Angela M. Polacheck, and the Lessor(s) on the property located at 26124 Valley Ridge Rd, Madison, AL 35756.

The Resident Benefit Package will be \$39.00 a month to be paid with your rent.

The Pet Fee is \$20.00 a month to be paid with your rent.

The RIS SD Program will \$35.00 a month to be paid with your rent.

Total rent per month all fees included \$1,889.00

Leslie Polacheck

Lessee:

1/18/23 13:59 CST

Date:

Steven Polacheck

Lessee:

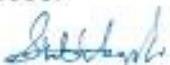
1/18/23 14:03 CST

Date:

Angela Polacheck

1/18/23 21:34 CST

Lessee:



Lessee:

Lessor:

AHI Properties-Agent of the Owner

1/19/23 09:54 CST

Date:

Mold Information and Prevention Addendum Addendum E

About Mold

Mold is found virtually everywhere in our environment- both indoors and outdoors. It is also found in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores. Mold spores spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that accumulation of mold causes any significant health risks for persons with normally functioning immune systems. Appropriate precautions are always recommended to be taken.

Preventing Mold begins with YOU

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean- particularly in the kitchen, bathroom(s), carpets, and floor. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces. Turn on any exhaust fans in the bathroom and the kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Wipe moisture off shower walls, doors, bathtub, and floor. Leave bathroom door open until all moisture on mirrors and surfaces has dissipated. Hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules regarding replacement of air filters.
- Promptly notify us in writing about any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Agreement to repair or remedy the situation as necessary. If a concession is deemed earned, we will notify you in writing.

In Order to Avoid Mold Growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as rainwater leaks, overflows or leaks from bathroom and kitchen fixtures, washing machines and refrigerators, A/C leaks, pet urine, plant watering, beverage spills, cooking spills and open-pot cooking as well as insufficient drying of carpets, carpet pads, shower walls, laundry, linens, and bathroom floors.

If Small Areas of Mold Have Already Occurred on Non-Porous Surfaces (such as tile, Formica, vinyl flooring, wood, metal, or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap and water, let the surface dry, and then, within 24 hours, apply a pre-mixed, spray-on-type household biocide such as Lysol Disinfectant, Pine-Sol Disinfectant, Telex Mildew Remover, or Clorox Cleanup. **Be sure to follow the instructions on the container.** Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold. A vacuum cleaner with a High Efficiency Particulate Air (HEPA) filter can be used to help remove non-visible mold from *porous* items such as fibers in chairs, sofas, drapes and carpets- provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes as long as they are completely dry after the washing or cleaning.

Do Not Clean or Apply Biocides To: 1) visible mold on *porous* surfaces such as sheetrock walls or ceilings, or 2) large areas of visible mold on *non-porous* surfaces. Instead, notify us in writing and we take appropriate action.

Compliance: Complying with this Addendum will help prevent mold growth in your dwelling and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office. If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

Leslie Polacheck

Lessee:

1/18/23 13:59 CST

Date:

Steven Polacheck

Lessee:

1/18/23 14:03 CST

Date:

Angela Polacheck

Lessee:

1/18/23 21:34 CST

Date:

[Signature]

Lessor:

1/19/23 09:54 CST

Date:

AHI Properties- Agent of Owner

Resident Benefit Package

Resident and Landlord mutually agree that the Resident Benefit Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations.

Please select Plan A or Plan B from the options listed below:



Plan A (\$39.00 per month) Includes:

- Build your credit score:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Resident understands that any disputes will be handled directly between Resident and the third-party service.
- Pinata Resident Rewards:** Resident acknowledges that a Resident rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Resident's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Resident with available rewards as a preferred customer of Landlord.
- Tenant Liability Insurance Policy:** (Includes)
 - \$20,000 Renter Content Coverage (\$250 deductible) under the property management company master policy. Policy coverage is based on replacement cost.
 - \$100,000 Tenant Liability Insurance Coverage under Pure PM master policy.
 - \$10,000 Renters Bodily Injury Coverage (\$250 deductible).
- HVAC Filter Delivery:** Resident is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Landlord and will be mailed directly to the property approximately every 90 days. Resident shall properly install the filter within two (2) days of receipt. Resident hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Resident cannot properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system.
- \$1M ID Protection:** By executing this agreement, you are agreeing to Aura's Identity Guard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.
- Late Fee/NSF Forgiveness:** One-time late fee or Non-Sufficient Fund forgiveness.
- Resident Portal:** Personalized Online Portal to conveniently submit all maintenance requests, payments and electronic documents by using your computer or smartphone.
- Emergency Maintenance Services:** Dedicated after-hours maintenance emergency number where you can call in and speak to a person who will assist with the situation.

Leslie Polacheck

Steven Polacheck

1/18/23 13:59 CST

Lessee Signature

Date 1/18/23 14:03 CST

Angela Polacheck

1/18/23 21:34 CST

Lessee Signature

Date

[Signature]

1/19/23 09:54 CST

Landlord/Property Manager Signature Date



Plan B (\$27.00 per month) Includes:

- Build your credit score:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Resident understands that any disputes will be handled directly between Resident and the third-party service.
- Pinata Resident Rewards:** Resident acknowledges that a Resident rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Resident's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Resident with available rewards as a preferred customer of Landlord.
- HVAC Filter Delivery:** Resident is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Landlord and will be mailed directly to the property approximately every 90 days. Resident shall properly install the filter within two (2) days of receipt. Resident hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Resident cannot properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system.
- \$1M ID Protection:** By executing this agreement, you are agreeing to Aura's Identity Guard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.
- Late Fee/NSF Forgiveness:** One-time late fee or Non-Sufficient Fund forgiveness.
- Resident Portal:** Personalized Online Portal to conveniently submit all maintenance requests, payments and electronic documents by using your computer or smartphone.
- Emergency Maintenance Services:** Dedicated after-hours maintenance emergency number where you can call in and speak to a person who will assist with the situation.

Resident providing both owner liability insurance and renters insurance (including naming the property management company as the additional insured) may choose OPTION B.

Resident is responsible to provide a copy to the Property Manager upon lease signing and with all renewals. In the event a copy is not provided prior to policy expiration, Resident will be AUTOMATICALLY enrolled in PLAN A to ensure proper coverage

Non-Smoking Addendum

AHI Properties, has adopted a non-smoking policy throughout their homes. This decision is designed to accommodate the preference of the vast majority of our guests. We have found that the majority of our guests favor a completely smoke-free environment.

At AHI, we respect your right to smoke, however we must keep our homes smoke-free and ask that if you choose to smoke, you do so outside. We understand that this may cause some inconvenience.

If any smoke odor is detected inside your home, please be aware that you will incur the following additional charges associated with restoring an odor-free environment for the next guest.

HOME SIZE	MINIMUM CHARGE *
2 Bedroom Home	\$500.00
3 Bedroom Home	\$600.00
4 Bedroom Home	\$700.00

*Any homes larger than 4 Bedroom are subject to a charge of \$900.00 minimum.

*Includes the costs for specialized/professional deep cleaning and odor removal treatment for HVAC System living space, carpet, drapes, blinds etc.; however, should treatment or replacement exceed the cost of the charge, the guest is fully responsible for the cost of repair.

*Additional charges may apply and are based on severity of odor and/or damages incurred.

I acknowledge that the Non-Smoking Policy has been explained to me as a guest of AHI Properties. If there is a conflict between this addendum and the original lease, the terms of this addendum will prevail.

Leslie Polacheck

Steven Polacheck

Lessee:

Lessee:

Angela Polacheck

Lessee:

Lessee:

1/18/23 13:59 CST

1/18/23 14:03 CST

Date:

Date:

1/19/23 09:54 CST

Date:

Lessor:

AHI Properties Agent of Owner

Residential Lease Agreement

Smoke Detector Addendum

IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE STATE, THIS ADDENDUM IS PREPARED TO GIVE YOU, THE HOUSEHOLDER (LESSEE) INSTRUCTIONS AS TO THE CARE OF A SMOKE DETECTOR AND ADDITIONAL SAFETY INFORMATION. YOU ARE RESPONSIBLE FOR THE CARE OF MAINTENANCE OF THE DETECTOR IN YOUR UNIT PLACING BATTERIES AND MAINTAINING POWER TO THE DETECTOR. YOU ARE ALSO RESPONSIBLE FOR ANY DAMAGE DONE TO THE DETECTOR, IF THE DETECTOR IS DEFECTIVE, YOU SHOULD NOTIFY THE LESSOR OF SUCH EFFECT IMMEDIATELY IN WRITING. YOU ARE RESPONSIBLE TO CHECK THE DETECTORS MANUFACTURERS WEBSITE FOR ANY INFORMATION THAT MAY CHANGE WITH THE MAINTENANCE OF THE DETECTOR, OR FOR OPERATIONAL STEPS OF THE DETECTOR IN YOUR UNIT.

Battery Operated Detector

IF YOUR SMOKE DETECTOR IS BATTERY OPERATED, please follow the instructions that are listed below. Should you still need further operational steps for the detector, please check the detectors manufacturing website:

- 1) The alarm horn and the indicator light on your detector lets you know whether your detector is working correctly;
- 2) When the indicator light, which you can see through the clear push button of the test switch, flashes once a minute, the detector is operating normally. Some models have a white push button and do not flash;
- 3) When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone;
- 4) If the alarm horn beeps once a minute, the detector's battery is weak and needs to be replaced immediately.

To keep your detector in good working order, you must:

- 1) Test the detector regularly (**weekly is recommended**) by pressing the test switch for up to TEN (10) seconds until the alarm sounds;
- 2) Replace the battery once a year or immediately when the low battery signals (which generally is a "beep" noise indicator) that sounds or flashes once per minute;
- 3) Vacuum the dust off the detector sensing chamber at least every SIX (6) month period. This can be done when you open the detector to replace the battery. Remove the battery before cleaning. Use a soft brush attachment and carefully remove any dust on the detector's components, especially on the opening of the sensing chamber. Replace the battery after cleaning. (**Checking the detector's manufacturing website is recommended for operational steps in cleaning & performance.**)
- 4) Clean the detector's cover when it becomes dirty. First open the cover and remove the battery. Then hand wash the cover with a cloth dampened with mild soapy water, rinse it with a cloth dampened with clear water and dry it with a lint-free cloth. Be careful not to get any water on the detector's components. Replace battery and the cover. (**Checking the detector's manufacturing website is recommended for operational steps in cleaning & performance.**)
- 5) Test the detector after closing the cover whenever you have opened it to replace the battery or clean it.

NOTE: If the detector does not work properly, make sure the battery is fresh and connected accurately and that the sensing chambers are clear. IF THERE IS STILL A PROBLEM, NOTIFY YOUR LESSOR IN WRITING IMMEDIATELY.

Lessor(s) LP SP AP

Residential Lease Agreement
Smoke Detector Addendum Continued:

Electric Detector

IF YOUR SMOKE DETECTOR IS POWER OPERATED, please follow the instructions below. Should you still need further operational steps for the detector, please check the detectors manufacturing website:

- 1) The alarm horn and the indicator light on your detector lets you know whether your detector is working correctly;
- 2) When the indicator light, which you can see through the clear push button of the test switch, glows continuously, the detector is receiving power and should operate normally;
- 6) When the alarm is sounding, the detector has sensed smoke or combustion particles in the air. The alarm will automatically turn off when the smoke in the air is completely gone. (Checking the detector's manufacturing website is recommended for operational steps in cleaning & performance.)

Leslie Polacheck

Steven Polacheck

Lessee:

Lessee:

Angela Polacheck

Lessee:

Lessee:

1/18/23 13:59 CST

1/18/23 14:03 CST

Date:

Date:

[Signature]

Lessor:

AHI Properties Agent of Owner

1/19/23 09:54 CST

Date:

Lessor(s) _____

Residential Lease Agreement
Rules and Regulation Addendum

1. The sidewalk, front and back stoop, entry, passages and stairways shall not be obstructed by Lessee or used by the Lessee for any purpose other than those of ingress and egress.
2. Lessee and occupants must observe strict care not to leave the windows open when it rains, hails, snows, or in high winds; and for any fault or carelessness in these respects, shall make good all injury or damage sustained to the property resulting from such default or carelessness.
3. The Lessee will not erect an exterior aerial without written consent of the Lessor and under the direction of the Lessor.
4. Musical instruments, radios, televisions, and any other sound reproducing equipment shall be used in such manner so as not to disturb the neighborhood. It is specifically understood by the Lessee that the sounds produced shall be controlled so that they are audible only within the house in which the sound is produced.
5. The Lessee is to be responsible for all damage to the premises, staircase, or halls caused by moving in or out of the premises by the Lessee or Lessee's agents' furniture, boxes, bulky articles, and personal items.
6. 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.
7. Where a swimming pool or wading pool is part of the premises, the Lessor reserves the right to issue special rules and regulations concerning the use of said areas. Lessee may be responsible for the expense of pool passes.
8. The Lessor has the option to charge Lessee a fee determined by Lessor for performing special services requested by Lessee, such special services include but are not limited to the following examples: opening doors, moving of equipment or replacing broken glass.
9. No part of the yards, lawns, or grounds shall be used for storage. Only the garage and any clearly specified storage buildings shall be used for storage.
10. If Lessee replaces any appliance, light fixture, drapery, etc. that Lessee does assume full responsibility for restoring all such items to their original place upon vacating the premises.
11. Lessee agrees to abide by the rules and regulations of the Homeowner's Association. Lessee shall be responsible for any fines for violations of rules and regulations set forth by the association.
12. Lessee shall operate any fireplace at Lessee's own risk. All flammable items should be kept away from the fireplace area.

Leslie Polacheck

Lessee:

Angela Polacheck

Lessee:

1/18/23 13:59 CST

Date:

Lessor:

AHI Properties Agent of Owner

Steven Polacheck

Lessee:

Lessee:

1/18/23 14:03 CST

Date:

1/19/23 09:54 CST

Date:

Residential Lease Agreement
Maintenance Addendum

Lessee listed herein this residential lease agreement has taken possession of the premises in "As Is" condition and accepts the responsibility for the terms outlined below:

1. To be responsible at Lessee's expense, for watering the lawn, (2-3 times weekly in mowing months) 20 minutes per area watered, and keeping the yard free of litter, or debris of any kind. If Lessee fails to perform the lawn maintenance in a timely manner as described above. Lessor has the right to perform the lawn maintenance at the Lessee's expense without further notification. Lessee is also responsible for trimming all shrubbery, trees, and maintaining all landscaping.
2. To park vehicles only in designated driveway areas. No vehicles shall be parked on the lawn or street. Failure to comply with these terms, or any of the HOA terms (when applicable) may result in violation fines to the Lessee's account.
3. To immediately report any door or window lock not working or any condition, which left uncorrected, could result in damage to the premises. Lessee further agrees to be financially responsible for repairs and loss resulting from theft, malicious mischief or vandalism. Lessee agrees to immediately report any theft, malicious mischief or vandalism to the local authorities and to provide proof of inspections report or police reports to Lessor upon request.
4. To make all repairs to the premises, at cost of \$50.00 or less for general maintenance, at the Lessee's expense, and Lessee understands and agrees that any repair, due to Lessee's negligence, error, misuse, non-compliance of agreement, or mistake(s) for any amount, even those over \$50.00, will be the financial responsibility of the Lessee's.
5. To accept responsibility for repairing running toilets, replacing sliding doors on a track, and replacing lightbulbs, light fixtures, covers, electrical outlets, door stops, fans, appliance accessories, checking for tripped breakers or fuses, etc. through the lease agreement and upon vacating the premises to restore it to the original condition the Lessee received the premises.
6. To report plumbing stoppage and Lessee agrees to pay for stopped up drains when clogged with debris that Lessee puts, or is determined down the plumbing by the repair contractor, Lessor, or vendor. Lessor shall be responsible for blockage due to tree roots and masonry if Lessor's plumber does the work. **The Lessee(s) is also responsible for pest control.**
7. To release Lessor from any damage resulting from appliance not working or systems not working or from roof or plumbing leaks or from flooding.
8. To be responsible for the maintenance and integrity of all existing fencing.
9. To pay the overtime charges for any repairs requested at night, on the weekend, or on holidays that are not necessary or deemed a safety concern or hazard in accordance to legal guidelines, to protect the premises as determined by the Lessor.
10. To take appropriate steps to avoid the rupture of water pipes due to freezing and be responsible for the repair of any such ruptured pipes.
11. Lessee acknowledges, understands, and agrees that the premises has been accepted "AS IS" and that ~~any~~ ^{more} maintenance request(s) may or may not be approved by the property owner. LP SP AP Initial
12. Lessee acknowledges, understands, and agrees that maintenance requests are handled in the order which they are received and categorized.
13. Lessee acknowledges and understands that Lessee will be held financially responsible and liable for damages resulting from unreported problems.

Lessor(s): LP SP AP S

14. Lessee agrees to keep all garbage cans and receptacles out of sight on the street or from the street. If trash including bottles, cans, papers, etc. need to be picked up by a lawn service, there shall be a \$25.00 assessment fee per each assessment performed. There will be a \$150.00 (minimal) charge for removing junk/debris from the property during the lease agreement period or upon vacating.
15. Lessee agrees that Lessee is not permitted to store any non-operating vehicle, or non-operating or operating motorized vehicles, or any motorized or non-motorized water recreational or non-recreational vehicles. Should Lessee not comply with these terms Lessor retains the right to remove such vehicles from the property after providing Lessee with a 7-day notice to cure. Lessee acknowledges, understands, and agrees that should the Lessor have to remove such vehicles that the Lessee will be financially responsible for any and all expenses related to the removal of the vehicle.
16. Lessee acknowledges, understands, and agrees that the following are prohibited inside, outside, or about the premises: waterbeds, fences, dog pins, pools, trampolines, playsets or playgrounds, auxiliary heaters, and any items which might cause damage to the premises. If Lessee wishes to have such items Lessee must receive prior, written approval from the Lessor and may be required to obtain additional forms of deposits, and/or insurance coverages. Failure to comply may result in a minimum fee of \$100.00 per incident.
17. Lessee acknowledges, understands, and agrees that prior, written authorization must be provided before Lessee installs antennas, and/or satellite dishes and that Lessee agrees to restore the premises to the original condition upon vacating.
18. Lock out: In the event the Lessee requests the Lessor to provide additional keys, or open the door of the rental property during this lease term, Lessee agrees to pay for the service call and key replacement, at a minimum labor rate of \$55.00 per normal business hours (8:00 am-4:30 pm) Monday through Friday, and at a minimum rate of \$80.00 per hour during non-business hours. In the event the Lessee requests the Lessor to have any lock be re-keyed, Lessee agrees to pay the service call fee and actual cost to re-key the locks including any labor expenses to the Lessor.
19. Utility & Maintenance Prevention Program: This program requires a portion of the Lessee's total amount due each month to be used to have HVAC filters delivered to their home approximately every 60 days. All residents are required and responsible to properly install these filters within two days of receiving the filters. Lessee acknowledges and understand that filters will be dated and subject to inspection by Lessor, property owner, or any assigned affiliate of the Lessor or property owner, upon reasonable notification to verify replacement has been timely made. Failure to comply with this program which hereby is legally binding within this lease agreement, is a material breach of this agreement and the Lessor, property owner, or an assigned affiliate of the Lessor or property owner, shall be entitled to exercise all rights and remedies, including financial, it has against the Lessee, and the Lessee shall be held liable for all damages, and associated expenses, to the property, HVAC system due and caused by the Lessee's negligence, mistake, misuse, or error.

Leslie Polacheck

Steven Polacheck

Lessee:

Lessee:

Angela Polacheck

Lessee:

1/18/23 13:59 CST

1/18/23 14:03 CST

Date:

Date:

1/19/23 09:54 CST

Date:

Lessor:

AHI Properties Agent of Owner

Residential Lease Agreement
Security Deposit Addendum

1. Release of security deposit is subject to the following conditions, and the failure by Lessee to perform any of these conditions in the sole judgment of the Lessor shall result in a forfeiture of the security deposit to Lessor in such amount as Lessor shall determine. The full term of lease has expired or an executed early-termination has been approved.
2. Lessee shall have given Lessor written notice that Lessee does not intend to renew the lease, such notice to have been delivered to the Lessor at least thirty (30) –days prior to the expiration date of the lease.
3. No damages to the Property. Lessee is liable for any damages to the Property. If security deposit is not a sufficient amount to pay for damages to be repaired, Lessee understands that the Lessee is to pay the difference immediately upon demand. Failure to comply with these terms may result in the Lessee's account being turned over to a third-party collection firm.
4. Entire premises is to be professionally cleaned by a licensed, insured, and bonded cleaning service company prior to departure from the property. Such cleaning includes but is not limited to the following: professionally cleaned carpet, clean appliances (inside and out), full lawn care, painted surfaces left in good condition or restored to original condition applicable. Receipts are required to be on file with Lessor at the time of remitting keys to Lessor by Lessee, to prove compliance with this section. Receipts turned in after Lessee has delivered possession to Lessor will not be accepted. Should the premises not be delivered in this condition or to the original condition of the premise, Lessor is directed to make repairs at Lessee's expense. Lessee and Lessor agree that if Lessee complies with the terms of this agreement and the professional cleaning or carpet cleaning were unsuccessful in completing cleaning the premises that the Lessee may be financially responsible for the re-cleaning of the premises. Should the Lessor have to perform, coordinate, or re-assess any cleaning to the premises the cleaning coordination fee will be charged to the Lessee.
5. No stickers, wall markings with any instrument, indentations, scratches, or holes in walls or doors are permitted. The addition of any nails or hanging devices used for hanging pictures or any electronics must be requested by the Lessee in writing prior and approved by the Lessor in writing to Lessee. Failure to submit written request and receive Lessor written approval will result in Lessee being responsible for repairs that are associated with the nails, hanging devices, or electronic holes to be restored to original condition. Lessee acknowledges the use of toggle bolts is not considered small nail holes and shall be considered as damages.
6. All keys are to be returned to Lessor, 2124 Metro Circle SW, Huntsville, AL 35801. Possession is not deemed restored to Lessor until all keys have been returned in accordance with this paragraph. Lessor is not liable for keys that are considered and deemed lost in the mail due to postal service errors. Lessee understands that if keys that have been remitted through the postal service is deemed lost, Lessor will replace the keys as necessary at the sole discretion of the Lessor, and this will be at the expense of the Lessee. All debris, rubbish, and discards are to be removed from the Property, alley, streets, storage areas, or any adjoining areas. Should Lessee decide to make a donation to any charity of any said items, the items are required to be picked up by said charity or organization prior to the Lessee's vacate date.
7. All terms of the lease and its addendums have been fulfilled by the Lessee. The forwarding address of the Lessee left upon vacating, in writing, with confirmation receipt, with the Lessor.
8. Lessee agrees to provide proof, upon vacating, all utility accounts being the final bill, paid in full, and the account closed/terminated from the Lessee's name. Lessee agrees hereinafter that in the event any final bill is missed and still due on the property during the responsibility time and terms of the Lessee, that Lessee will promptly remit payment for said utility to the Lessor or to the utility company directly, then providing proof of payment to the Lessor of said utility.

LP SP AP
Lessor(s) _____

- 9 Lessee agrees to install lightbulbs for any which are missing or blow, interior or exterior, smoke detector batteries and air filters upon vacating the premises. Lessee understands that failure to comply with these terms may result in additional fees and should the HVAC system have a dirty air filter upon vacating the Lessee will be subject to the HVAC wellness check fee.

IT IS AGREED AND UNDERSTOOD THAT THE SECURITY DEPOSIT IS BEING HELD BY OR FOR THE LESSOR OF THE PREMISES UNDER SECTION 4 OF THE LEASE, THAT THE DETERMINATION OF LESSEE'S RIGHT TO THE RETURN OF THE SECURITY DEPOSIT SHALL BE MADE BY THE SAID LESSOR AND THAT IF THE LESSOR IS HOLDING THE SECURITY DEPOSIT, THE LESSOR SHALL BE ENTITLED TO RELY CONCLUSIVELY ON THE INSTRUCTIONS OF THE LESSOR AS TO THE DISPOSITION OF THE SECURITY DEPOSIT AT THE CONCLUSION OF THE LEASE.

Leslie Polacheck

Lessee:

Steven Polacheck

Lessee:

Angela Polacheck

Lessee:

1/18/23 13:59 CST

Date:



Lessor:

AHI Properties Agent of Owner

Lessee:

1/18/23 14:03 CST

Date:

1/19/23 09:54 CST

Date:

Residential Lease Agreement
Accounting Statement Addendum

Lessee(s) understand(s) that the move in rent in the amount of \$ 1,795.00, The Resident Benefit Package in the amount of \$39.00, the non-refundable pet fee in the amount of \$20.00, and the security deposit in the amount of \$1,964.00, for a total due in the amount of \$1,964.00 that will be due at the execution of this Residential Lease Agreement dated 1/18/2023.

The lessee(s) understand(s) that the move in fee is a one-time fee of \$75.00, that will cover the administrative and periodic inspections expenses for the execution of this Residential Lease Agreement and for the scheduling and performance of the periodic inspection.

In the event that subsidy is a part of the Residential Lease Agreement, Lessee(s) understand(s) that the Lessee must have the Lessee's portion of the prorated or move in rent amount remitted to the Lessee no later than 3 calendar days after the execution date of this agreement. Lessee(s) further understand(s) that the Lessee is responsible for obtaining the amount of move in rent due to Lessor from their housing authority caseworker. Lessee(s) further understand(s) that Lessor may charge a fee or beginning collection proceedings if Lessee fails to comply with these terms.

Leslie Polacheck

Lessee:

Angela Polacheck

Lessee:

1/18/23 13:59 CST

Date:



Lessor:

AHI Properties Agent of Owner

Steven Polacheck

Lessee:

1/18/23 14:03 CST

Date:

1/19/23 09:54 CST

Date:

AHI Properties

DESTINATIONS COMPANY

ADDENDUM

This Addendum dated 1/18/23 becomes a part of the lease dated 1/18/2023 between Leslie E. Polacheck Steven A. Polacheck Angela M. Polacheck, herein known as Lessee(s) and the Lessor(s) on the property located at 26124 Valley Ridge Rd, Madison, AL 35756

Due to the restrictions on the Lessor's liability insurance policy, the Lessee(s) understands that the following items are not permitted at the abovementioned property during the lease term:

- 1) Trampoline
- 2) Skate Boarding & Ramps

Leslie Polacheck

Lessee:

Steven Polacheck

Lessee:

1/18/23

Date:

1/18/23

Date:

Angela Polacheck

Lessee:

Lessee:

1/18/23

Date:

Date:

[Signature]

Lessor:

AHI Properties- Agent of Owner

Lessor:

1/19/23

Date:

Date

LEASE ADDENDUM

Security Deposit Waiver (must check one)			
	<input checked="" type="checkbox"/> YES	\$35.00 per month	You waive payment of the security deposit of \$2,000.00 in lieu of the indicated monthly payment.
	<input type="checkbox"/> NO	Variable	You agree to post the security deposit required by the Landlord

This Lease Addendum is attached to and becomes a part of the Residential Lease Agreement ("Lease Agreement") between Landlord ("Landlord") and Renter ("You"). Both parties are bound by the terms of this Lease Addendum.

Your Lease Agreement also contractually requires that You post a Security Deposit to secure compliance with the terms and conditions of your Lease Agreement. The Security Deposit may be used by Landlord as reimbursement for amounts contractually recoverable from You under your Lease Agreement. In lieu of the Security Deposit, Landlord offers to waive the one-time Security Deposit in exchange for payment of the monthly fee indicated above for the term of the Lease Agreement. This waiver does not waive the requirement that You adhere to the terms and conditions of your Lease Agreement. In the event the Property Management contract is terminated, the monthly fee referenced herein will cease and the Property Owner may require You to post a Security Deposit.

I HAVE READ AND UNDERSTAND THIS ADDENDUM

Resident Signature: Leslie Polacheck Date: 1/18/23 13:59 CST

Resident Name (Print): Leslie Polacheck

Resident Signature: Steven Polacheck Date: 1/18/23 14:03 CST

Resident Name (Print): Steven Polacheck

Resident Signature: Angela Polacheck Date: 1/18/23 21:34 CST

Resident Name (Print): Angela Polacheck

Initials SJP

AHI Properties Agent Owner

Pet Addendum

This Pet Addendum, dated 1/18/2023 becomes a part of the Lease dated 1/18/2023 between Leslie E. Polacheck Steven A. Polacheck Angela M. Polacheck, hereinafter known as "Lessee"), and the Lessor(s) on the property located at 26124 Valley Ridge Rd. Madison, AL 35756. Lessee(s) agrees that only the following pets will be allowed on the aforementioned property: 1 Dog- (Oscar) - Dachshund

Lessee agrees to have the carpets professionally cleaned and deodorized and the house professionally treated for fleas upon Lessee vacating the Property. Lessee must present the receipts for evidence that Lessee has performed the duties agreed upon in the Pet Addendum which Lessee shall be responsible for paying for services upon move out. The Non-refundable pet fee is \$ 250.00.

It is agreed that Lessee is liable for any damages caused by any pets that Lessee may have at the Property during the lease term. Lessor has the right to retain the security deposit in the amount of \$ RIS 000 to make necessary repairs for the property to be restored to the original condition before the tenant leased said Property. Should the deposit not cover the full costs of repairs, Lessee shall be liable for remaining balance which shall be paid upon demand.

Lessee agrees to allow Lessor to inspect the Property at any reasonable hour for damage to the Property. If any time during the lease term there is damage determined by Lessor, Lessor shall have the right to terminate the lease by Lessor giving Lessee a thirty-day written notice to terminate the lease. If Lessor terminates lease for damages, Lessee shall forfeit the pet deposit and security deposit and be responsible for damages, which shall be paid upon demand.

Any damage to the Property whether located inside or outside will be considered damage, including damage to lawn and shrubs, or any damage to the exterior, will be considered damage to the exterior will be considered damage to the Property. Lessee should take care to prevent pet stains and odor to carpets and hardwood floors because these would be considered damage to the Property along with any other damage caused by pets. Lessee shall be liable for all damage to said Property whether damage is located inside or outside the Property.

It is agreed that if the pet disturbs the neighbors in any way, the pet will have to be removed from the premises immediately upon notification. When outside the fenced area, the pet must be kept on a leash; the pet's owner is responsible to clean up fecal material if the pet should relieve himself either within the yard or outside the premises.

The Lessor(s) agree(s) to notify the Lessee(s) on any complaints concerning the pet they receive from the neighbors or representative from the HOA. The Lessee(s) will have 14 days to correct the issue after receiving the notice of the complaint. This does not include if the pet were to bite someone.

The Lessee(s) will pay a monthly pet fee of \$ 20.00 along with their rent. The new rental rate will be \$ 1,815.00.

Leslie Polacheck

Angela Polacheck

Lessee:

1/18/23 13:59 CST 1/18/23 21:34 CST
Date:

1/19/23 09:54 CST

Lessor:

AHI Properties- Agent of Owner

Steven Polacheck

Lessee:

1/18/23 14:03 CST
Date:

Lessor:

Date:

Disclosure of Information on

Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure(initial)

- (a) Presence of lead-based paint or lead-based paint hazards (check one):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the Lessor (check one):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment(initial)

APSP (c) Lessee has received copies of all information listed above.

APSP (d) Lessee has received the Protect Your Family from Lead in Your Home pamphlet

Agent's Acknowledgment(initial)

SP (e) Agent has informed the Lessor of the his/her obligations under 42 U.S.C. 4582.

SP (f) Agent has informed Lessor of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Leslie Polacheck

Lessee:

1/18/23

Date

Angela Polacheck

Lessee:

1/18/23

Date

AHI Properties- Agent of Owner:

1/19/23 09:54 CST

Date

Steven Polacheck

Lessee:

1/18/23

Date

Lessee:

Date

Lessor:

Date



UNIT OCCUPANCY

Please list everyone who will be occupying the property located at:

26124 Valley Ridge Rd, Madison, AL 35756

Name: Steven Polacheck Age: 43

Name: Leslie Polacheck Age: 41

Name: Angela Polacheck Age: 24

Name: Aleigh polacheck Age: 14

Name: Lindee polacheck Age: 13

Name: Preston Graves Age: 9 months

Name: _____ Age: _____

Name: _____ Age: _____

This is only for our records in the event of a natural disaster or fire so that we can let the authorities know how many people should be accounted for.

Thank you for your time and cooperation.

Sincerely,

AHI Properties Management

LP

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