



44 MARKET PLAZA SUITE 801, SUITE B  
MONTGOMERY, ALABAMA 36104 • (334) 273-0313  
**APARTMENT LEASE CONTRACT**

DATE **02/21/2023**

**1. BETWEEN RESIDENT(S) Claudia Spooney**

**2. AND FOSHEE MANAGEMENT COMPANY, LLC, as agent for the Owner (hereinafter referred to as "Lessor" or "Management")**

**3. ON APARTMENT NO. 5604E AT 5604 VILLAS CIR APT E IN MONTGOMERY, AL for use by Resident only as a private residence, for a term commencing on 02/28/2023, and ending at 12:00 PM on 02/29/2024.**

**4. APPLICATION**

Management tenders this lease to Resident on the basis of representations contained in the application, which is made part of this lease; and in the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, Management shall have the right to cancel this lease and to immediately repossess the leased premises and Resident will be subject to all remedies for default. The application is a binding addendum to this lease. All signatures and information on the application shall be binding as part of this lease. As part of our procedure for processing your application, an Investigative Consumer Report, Credit Report, and Criminal Background Report may be prepared whereby information is obtained through personal interviews with landlords, employer, others with whom you are acquainted.

**5. THE DEPOSIT**

Resident agrees to deposit with Lessor upon execution of this lease contract, receipt of which is hereby acknowledged, the sum of **\$0.00**. This deposit is held as security against damage to property, furniture, appliances and carpet (normal wear and tear excepted), Resident vacating the apartment prior to termination date of this lease and Resident failing to perform any and all the covenants herein. Said deposit shall also be subject to the terms and conditions of any executed Security Deposit Policy. Deposit is neither an advance rental payment nor a bonus to the Lessor. Upon termination of the rental relationship, Lessor shall refund said deposit, as well as an itemized statement of amounts withheld, by mail to the forwarding address left by Resident within sixty (60) days, after the apartment has been vacated by Resident and inspected by Lessor as provided by State statute. If no forwarding address is provided by Resident, then it shall be mailed to the last known address of the Resident, and if none, then to the property address. Any unclaimed deposit shall be forfeited by the Resident after ninety (90) days.

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**Resident Initials**

**6. POSSESSION**

Management shall make every reasonable effort to have premises ready for occupancy on the scheduled move-in date. If the premises are not ready for occupancy on the scheduled move-in date, the new Resident's rent shall abate until possession is delivered to Resident. The new Resident may terminate the agreement upon written notice to Management, and all deposits and prepaid rent shall be returned within five (5) days. The new Resident may have available remedies against the holdover Resident under applicable state law.

**7. TRANSFER CANCELLATION PRIVILEGE**

It is understood and agreed that if Resident is transferred by his employer from this city to another city at least fifty (50) miles away during the term of this lease contract, Resident may secure a release from lease contract by giving sixty (60) days' notice through presentation of a letter from his employer stating the location of transfer. Consideration for this right of cancellation is forfeiture of all deposits even if there has been no damage by Resident. It is further understood that release may be obtained only if all provisions of the lease contract have been complied with. This is only for job listed on application on file at manager's office. If employment changes, it is Resident's responsibility to update application in manager's office. This does not release Resident from cleaning and damage charges.

## **8. THE RENT**

Resident agrees to pay Lessor, as the total for said term, the sum of \$10164.00, which shall be payable in advance in equal monthly installments of \$847.00 on or before the first day of each month until the total rental is paid in full. Payment shall be made in Lessor's leasing office of the apartment community referenced in paragraph three (3) of this lease. Cash is not accepted as a form of payment. If there is no leasing office, then rent shall be made as indicated in the Disclosure Addendum, attached hereto as Exhibit B. Rent shall be payable without demand by Lessor and notice is specifically waived upon nonpayment of rent by Resident. On the 6<sup>th</sup> day of the month, any outstanding balance on Resident's account (subject to Management's minimum balance threshold) will incur a \$75.00 late fee. On the 15<sup>th</sup> day of the month, any outstanding balance on Resident's account (subject to Management's minimum balance threshold) will incur an additional \$75.00 late fee. Management may require all payments made after the 15<sup>th</sup> day of the month to be certified funds. Repeated failure to pay rent on time and acceptance of late charges by Management shall not establish a practice, custom or obligation to accept future rent when past due. If the 5<sup>th</sup> day of the month falls on a Sunday or a holiday, rent must be in the drop slot by 8:00 AM of the following day. If the 14<sup>th</sup> day of the month falls on a Sunday or a holiday, rent must be in the drop slot by 8:00 AM of the following day. A fee of \$35.00 will be made in the event of any returned check along with the late charges if returned after the due date. After two checks are returned to Management by the bank unpaid, Management may choose to only accept certified funds.

Rental from the date of this contract to the first day of the following month is \$30.25, the amount being the proration of rent from the date of occupancy to the first day of the following month.

## **9. CONCESSIONS**

Any concession, offered with this agreement is for the purpose of inducing Resident to enter in this agreement for the stated herein. If there should be any termination of tenancy prior to the term stated herein, whether by breach by Resident or otherwise, the value of any such concession shall be fully due as rent under the terms of this agreement.

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**Resident Initials**

**The total concession to be received for the entire lease term total: \$805.00**

## **10. UTILITIES**

Resident is responsible for all utilities unless otherwise noted. Resident will use the utilities supplied by Lessor only for ordinary household appliances and household uses.

Resident is responsible for having the electricity transferred into Residents' name on the date of move in. If Resident fails to do so, Management will charge resident a \$25.00 fee and Management will also have the electricity disconnected without notice and any balance charged to Management will be charged to Residents' account.

Management will charge resident(s) a flat fee for water usage at the rate of \$25 per month or Management may use a billing service for water use by residents. Additionally, Landlord or a third-party billing service may charge a reasonable Activation fee for the cost of administering and billing charges. Resident may or may not receive a monthly bill for the flat fee. Said water charge is payable when rent is payable and at the same place where rent is payable. Failure to pay said water charge in a timely manner may subject you to interrupted water service, late fees, collection action and/or may be considered a breach of this lease. If management uses a billing service, resident will receive a monthly bill including a monthly billing fee from said billing service. Said bill is payable when rent is payable and at the same place where rent is payable. Failure to pay said bill in a timely manner may subject you to interrupted water service, late fees, collection action and/or may be considered a breach of this lease.

Management will charge resident(s) a garbage fee at the rate of \$0 per month. Resident may or may not receive a monthly bill for the garbage fee. Said garbage fee is payable when rent is payable and at the same place where rent is payable. Failure to pay said garbage fee in a timely manner may subject you to late fees, collection action and/or may be considered a breach of this lease.

Resident specifically reserves to Management the right to perform pest control functions. The service will be performed at Management's discretion and is mandatory for Residents to comply. Management will charge resident(s) a flat fee for pest control at the rate of \$2 per month.

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**Resident Initials**

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**Management Initials**

**11. RISK MANAGEMENT FEE**

Management will charge resident(s) a Risk Management Fee at the rate of \$15.00 per month.

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**Resident Initials****Management Initials**

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**12. THE APARTMENT WILL BE OCCUPIED BY**

Resident and the following members of Resident's family: (All adult persons nineteen (19) and older, members of Resident's family or other Residents sharing the apartment shall sign this lease contract and will be held jointly and severally liable for all the terms and conditions in this lease contract)

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**Resident Initials**

NAMES of persons sharing apartment with Residents:**Claudia Spooney**

**13. FAILURE TO COMPLY**

If Resident materially fails to comply with this apartment lease, or with any obligation imposed upon him/her by applicable provisions of building and housing codes materially affecting health and safety, Lessor may deliver a proper written notice to Resident specifying the acts and omissions constituting the breach and that this apartment lease will terminate upon a date not less than the amount specified by law. If the breach is not remedied within the applicable time period, this apartment lease will terminate as provided in the notice. If the breach is remediable by repairs or payment of damages or otherwise and Resident remedies the breach prior to the date specified in the notice, this rental agreement will not terminate. If apartment lease is breached by nonpayment of rent, or otherwise, Lessor may accept said rent due or any part of the same with reservation or without knowledge of Resident's default, and in doing so, Lessor does not condone said default by acceptance.

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**Resident Initials**

If Resident fails to comply with applicable State laws and that noncompliance materially affects health and safety that can be remedied by repair, replacement, or cleaning, and tenant fails to comply as promptly as the condition requires in the case of an emergency, or within days after written notice by Management which specifies the breach and requests a remedy within that time period, Management may enter and remedy and submit the bill to the Resident. The amount of the bill must be paid by the Resident with the rent on the next date that rent is due to Management.

**14. ABANDONMENT OF PERSONAL PROPERTY**

Resident agrees to notify Lessor in writing of any anticipated extended absence from the premises in excess of fourteen (14) days. Said notice shall be given on or before the fifth day of any extended absence. If Resident willfully fails to give notice as required, Lessor may recover actual damages from Resident. During any absence of Resident in excess of fourteen (14) days, Lessor may enter premises at times reasonably necessary. Resident agrees any unexplained and/or extended absence from the premises for fourteen (14) days or more without payment of rent as due shall be *prima facie* evidence of abandonment. In the case of any abandonment or termination, any property left in apartment for more than fourteen (14) days after said abandonment or termination will be disposed of by Management without obligation. Management has NO DUTY to store or protect Resident's personal property.

## **15. AUTOMATIC RENEWAL**

(A) Unless Resident notifies Lessor or Lessor's resident Manager in writing, or unless Lessor notifies Resident in writing at least sixty (60) days before expiration of the term of this lease of an intention to terminate said lease, this lease shall be automatically renewed on a Month-to-Month lease agreement using the same provisions, covenants, agreements and conditions as set forth herein provided, however, the monthly rental rate shall be adjusted to the rental rate in effect at the time of such automatic renewal of a month-to-month lease. It is further provided that either party may after such automatic renewal cancel this lease by giving sixty (60) days written notice. (B) If Resident turns in a proper sixty (60) day notice (please refer to section 42 of this lease agreement for a definition of a proper sixty (60) day notice) to terminate the lease, and the Resident fails to vacate the premises as stated in the notice, the resident may be charged a fee in the amount of two (2) months' rent. Once a notice is turned in by the Resident to vacate the premises on a certain date, the Management prepares to lease the premises to a new Resident. When the Resident fails to vacate as promised in the notice, then Management is exposed to liability to the new Resident. Therefore, you may be charged a fee in the amount of two (2) months' rent for the time that you actually remain in the leased premises in addition to rent.

## **16. HOLD-OVER**

(A) If Resident or a duly authorized Sub-Lessee shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Lessor shall at its option have the right to charge them actual damages for the time such possession is withheld, or to treat such holding over as a renewal by Resident, or Sub-Lessee of the same duration as covered hereby upon the same terms and conditions and at whatever the current rental rate may be at that time. In the event Lessor elects to treat such holding over as a renewal of this Lease, each and all of the terms of this lease shall be and remain in full force and effect for the renewal term. (B) In the event no renewal is desired, or if it is refused by Lessor, Lessor shall proceed to let the premises to another and charge Resident for any damages resulting from his failure to deliver possession on the date of termination, in addition to any other rights accruing to Lessor hereunder.

## **17. RESIDENT WILL TAKE GOOD CARE**

The Resident, by the execution of this lease contract, acknowledges that the premises are in a tenantable condition and accepts same as such and agrees to, at the end of said term, deliver up and surrender said premises to the owner in as good condition as when received, reasonable wear and tear thereof excepted. Resident shall use reasonable diligence in protection and care of said premises during the residency and will keep said premises free from any rubbish, obstacles and nuisances. No crating of, or boxing of, furniture or other articles will be allowed within the leased premises. Without the written consent of Lessor, no alterations of Lessor's property or fixtures will be made by Resident, no holes shall be drilled, or hammered in the walls, woodwork or floors, and no antenna installation, or additional wall phones are permitted.

## **18. RESIDENT'S OBLIGATIONS**

Resident understands Management maintains a Fitness Center, Playground, Swimming Pool, and/or Tennis Court at several properties. Resident agrees that any use of the Fitness Center, Swimming Pool, Playground, and/or Tennis Court by employees, guests, visitors, licensees, or other persons (the Users), shall be at the Resident's and User's own risk. For acts which are determined to be the result of no fault on the part of the owner, its agents or employees, Owner will not be responsible for the negligent acts of others, for any injury and damage to the Residents or Users resulting from any use of the Fitness Center, Swimming Pool, Playground, or Tennis Court by Residents or Users. Resident assumes sole responsibility for adequate supervision of the Users connected with use of the Fitness Center, Swimming Pool, Tennis Courts, and Playground. For injury to property or rights of Lessor or Lessor's principal caused by negligence or fault of Resident, his agent's family or guest, Resident agrees to reimburse Lessor promptly in the amount of the loss.

Resident is to comply with all obligations imposed upon him/her under applicable building and housing codes to keep the leased premises as clean and as safe as the conditions of the premises permit.

Resident is to use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in a reasonable manner.

Resident is to keep all plumbing fixtures as clear as their condition permits. Resident also specifically agrees to pay for repairs and service to plumbing when the plumbing trouble or damage is caused by Resident, his family or guest. Resident is not liable for damage from ordinary wear and deterioration from reasonable use or act of God (natural causes). Resident will be charged for sewer back-ups caused by flushing feminine products or disposable diapers, or any other improper items down the toilet causing Management to have to unstop the sewer lines.

Resident is responsible for installing and maintaining batteries in battery operated smoke and fire detectors. Resident is also responsible for weekly testing of all fire and smoke detectors.

Resident shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises, or allow anyone else to do so.

Resident is responsible for maintaining heat at 55 degrees F° or warmer in the leased premises anytime the outside temperature falls below 33 degrees F°. Resident is required to leave all washing machine hoses connected and all outside and inside faucets running anytime outside temperature falls below 33 degrees F° to prevent pipes from freezing. Repairing of frozen or burst pipes will be charged to Resident for failure to take proper precautions as set forth above.

Any damage resulting from resident owned Washer/Dryer will be the responsibility of the Resident. Resident agrees to attach Resident owned washer and dryer with metal hose clamps (where allowed).

Resident is responsible for maintenance and cleaning of carpet after move-in; this includes frequent vacuuming of the carpet.

Resident shall not suspend, beat, shake or clean any article outside the building or in front of, or out of, the windows or in the halls or corridors of the building. Extreme care must be exercised in the cleaning of balconies and said Resident, and all who may hold under him, agree not to use cleaning methods that will annoy or inconvenience any of the other Residents or occupants of said premises. **No clothing, towels, rugs, foil, rope lights, flags, or any other like items may be suspended from resident's balcony or windows at any time. Resident agrees to keep the balcony or patio free from trash, garbage, refuse, and inflatable decorations. Only Outside Patio furniture is allowed on the balcony or patio.**

**Window coverings which may be seen from the outside of the building or apartment home must be unobtrusive, undecorated and white in color and if Resident does not comply with these stipulations, Resident agrees to pay an additional fine of Two Hundred Fifty Dollars (\$250.00) per occurrence.** Payment of this fine by Resident does not constitute permission by Management for window coverings to be anything but white in color, as seen from the outside of the apartment home or building.

Resident may not replace exterior light bulbs, including balcony and patio lights, with any color other than standard white bulbs as approved by Management. Holiday lights are not permitted on the outside of the apartment home or building. Carpet remnants, frayed edges, and multicolored mats are not allowed.

YARD SALES ARE NOT PERMITTED.

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Resident Initials

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Management Initials

#### **19. DISORDERLY CONDUCT OF RESIDENTS**

Resident will see that the conduct of himself, his family and his guests is never disorderly or boisterous -that it does not disturb or interfere with the rights, comfort or convenience of other persons on or around the premises; that it is not unlawful or immoral. The sound of musical instruments, radios, television, phonographs and singing shall at all times be limited in volume to a point that is not objectionable to other Residents. Noise complaints are taken very seriously. The first noise complaint due to excessive noise by a Resident from either another Resident, our Courtesy Officer, Police, or Management will result in an oral warning from Management to Resident. The second complaint due to excessive noises by a Resident, from either our Courtesy Officer, Police, or Management will result in a final written warning from Management to Resident. Management reserves the right to consider any further complaints from Management staff, our Courtesy Officer or Police a violation of the terms of this lease. Violation of the terms may be considered a breach of the lease agreement, and Resident will be subject to all remedies of default.

#### **20. USE AND OCCUPANCY AND REMOVAL FOR UNREASONABLE CONDUCT**

Resident shall personally use and occupy the leased premises solely as a private dwelling for Resident as listed on the application and on the face of this lease. It is not Management's wish to restrict Resident's enjoyment of the leased premises and recreational facilities; however, if Management at any time finds Resident's conduct or the conduct of other occupants of the leased premises or visitors thereto unreasonable or if Resident uses the leased premises for any illegal or immoral purpose, such conduct or use, at Management's option, may be considered a violation of the terms of this lease. Violation of the terms will be considered a breach of the lease agreement, and Resident will be subject to all remedies of default. Resident shall not carry on any trade, profession, business, school, or course of instruction on the premises. This includes, but is not limited to, keeping roomers, lodgers, or boarders, operating a day-care facility, consulting or examining clients or patients, selling, reselling, or trading goods, grooming or training animals, teaching an instrument, vocal music, dramatic, or dancing, and performing or speaking for audiences.

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Resident Initials

**21. WAIVER OF VENUE**

In the event that Management finds it necessary to file suit against Resident because of violation of terms of this lease, Resident agrees that the venue of such suit will be brought in the county in which this lease was executed and in accordance with applicable state law.

**22. USE OF PUBLIC AREAS**

The swimming pool and other public areas will be used only in compliance with Rules and Regulations for the Protection and Convenience of Residents and Property, a copy of which is available to Resident on request and can be displayed at various locations within the apartment complex. Resident agrees that he/she, his/her family, and guests will comply with all such regulations. Use of the pool and other facilities by any person shall be at the risk of the person using the pool and other facilities, and Resident agrees that Management will not be held liable for the negligent acts of others for which it is not legally responsible as such acts relate to the use of the pool and other facilities by Resident, his/her family or his/her guest. It is expressly understood that MANAGEMENT DOES NOT PROVIDE A LIFEGUARD AT THE POOL. Only two (2) guests are allowed per apartment and resident must accompany the guests at the pool. It is also understood that no one under sixteen (16) years of age may use, or congregate in, the Fitness Center at any time, for any reason, and no one under the age of thirteen (13) years of age may enter the swimming pool at any time without adequate adult supervision. Lessor reserves the right to control the method, manner and time of parking in the parking spaces and to control and limit the entry upon the premises by agents, messengers, delivery men, solicitors or salesmen, or any person not a Resident or his/her family who seek to enter upon the premises, to the end that there be a minimum of traffic and confusion in and around the premises. Lessor reserves the right to make reasonable changes or additions to such rules and regulations, and Resident agrees to compliance with such new regulations.

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**Resident Initials**

If any amenity is discontinued or removed from the property, including, but not limited to, a pool, fitness center, door-to-door garbage service, tennis court, or any other amenity, your monthly payment obligation will not be reduced.

**23. RESIDENT'S PERSONAL PROPERTY**

Neither Lessor nor its principal will be liable to Resident, his family, employees or guests, for damage to any person or property for which it would not be found liable under applicable laws which are caused by the negligence of other Residents or other persons, whether such persons be off the property of Lessor or on the property either with or without permission of Lessor. Resident shall be responsible for damages to his/her personal property caused by acts of God (natural causes), including, but not limited to, fire, water, rain storm, tornado, roof leaks, explosion, sonic boom, or other causes. Resident is responsible for all items placed in storage areas. Management strongly encourages Resident to protect his/her personal property and/or liability with adequate Renter's Insurance. Obtaining Renter's Insurance is the sole responsibility of Resident.

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**Resident Initials****24. CARE OF PREMISES**

Resident shall notify Lessor immediately of malfunction of equipment, repairs needed to the premises, damage by fire, water or act of God (natural causes) immediately in writing, to the leasing office or to any designated place for receipt of communications as set forth in Disclosure Addendum, attached hereto as Exhibit B. The monthly rentals payable to Management under this lease shall not be reduced, and no other compensation shall be paid to Resident because of any alleged failure by Management to make any repairs for any reason whatsoever. If said repairs are not made in accordance with the law, this lease shall terminate. If the lease is so terminated, rent will be prorated on a daily basis so that Resident will pay only to the date of termination. Resident agrees to request all repairs and services in writing except in extreme emergencies when telephone calls will be accepted by Lessor.

After notice of improper care, Management reserves the right to have the work completed at the Resident's expense. Repeated violations of the above-stated items without remedy will result in eviction of Resident.

Management, at its option, may void this lease in the event any governmental authority requires any repairs or improvements other than those set forth in the lease.

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**Resident Initials**

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**Management Initials**

**25. ACCESS BY LESSOR**

Management retains a passkey and reserves the right to enter Resident's apartment at any reasonable time to inspect, repair and maintain it, or to show the property to a prospective purchaser, lender, or insurance agent, or in case either party has given notice to terminate the lease, to show the apartment to prospective residents after a proper notice, if required by law, has been given. Any required notice shall be posted on the front door of the leased premises. Management may also allow sub-contractors, including, but not limited to, painters, carpet professionals and HVAC repairmen, access to the apartment during normal business hours to perform work on the apartment. Management is not responsible for any negligent actions taken by sub-contractors for which it would not be legally liable. Resident agrees not to unreasonably withhold access to the leased premises.

**26. SERVICES RENDERED BY LESSOR**

Lessor will furnish janitor service for the removal of garbage in accordance with regulations and at times set by Lessor from time to time and for the cleaning of grounds, walks, entrances, parking spaces, swimming pools and other portions of the property outside the apartment of Resident. Such activities shall be conducted at such time and under such conditions as may be prescribed by Lessor. If any employee of Lessor renders any other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service) for or at the request of Resident, his family, employees or guest, then for the purpose of such service such employee shall be deemed the agent of the Resident, regardless of whether or not payment is arranged for such service. Employees of Lessor are not authorized to provide such services.

**27. PETS**

Resident may, upon specific ADVANCE WRITTEN CONSENT FROM MANAGEMENT, have a pet on the premises, subject to the terms and conditions of a SEPARATE PET ADDENDUM. However, Management may, at its discretion, require the pet to be removed from the premises upon a seven (7) day written notice. If at any time a wild or domestic pet is found to be on or about the premises for any length of time without prior written consent of Management and without knowledge of the Resident regardless of the ownership of such animal or pet, Resident agrees to pay an additional fine of Four Hundred Dollars (\$400.00) per incident for each animal or pet. However, payment of such additional fine shall not be construed as permission of Management for Resident to keep any animal or pet on premises. The evidence of a pet on the premises without prior written permission from Management will constitute a breach of the lease agreement and will be subject to all remedies of default in the lease agreement. In addition any security deposits held by Management will be automatically forfeited. Resident agrees to sign a Pet Addendum, which is made part of this lease. Resident agrees to abide by all leash laws, and may not let pet roam freely outside the premises. Resident further agrees to dispose of pet waste in a waste receptacle. A fine of \$20 will be imposed if Resident fails to properly dispose of pet waste. All pets are subject to visual inspection and approval of Lessor at such times as Lessor may direct during normal working hours. Approved pets include certain dogs, cats, fish, and birds. Vicious animals such as Snakes, Doberman Pinchers, Rottweilers, Chows, Pit Bulls/American Bulldogs, Presa Canarios, Wolf hybrids, trained attack or guard dogs, any dog bred for fighting, or any dog with a prior history of causing bodily injury, are not allowed unless it is a service animal.

**28. SUBLETING OR ASSIGNING**

No subletting of the premises or assignment of this lease contract may be made by the Resident without written permission of Lessor in advance.

**29. LIGHT BULBS**

Resident shall furnish necessary electric bulbs for the demised premises when Resident takes possession and for duration of occupancy, at Resident's expense.

**30. GRILLS**

Resident shall not use any charcoal or gas grill within ten (10) feet of any structure or building inside the apartment home community. Grills may not be stored on balconies and patios at any time. Violation of this policy will result in a \$75.00 fine being charged to the Resident.

### **31. MILITARY SERVICE**

In case Resident enters upon extended active duty with the armed services of the United States, Resident may cancel this lease contract by giving to Lessor written notice, at least thirty (30) days prior to the end of the calendar month, of Resident's desire to cancel the lease contract effective at the end of that month, together with a certified copy of orders to active duty and complying with all other provisions of this lease contract to the effective date of the cancellation. The Lessee's military orders must prevent him or her from completing the term of the lease. Resident shall be entitled to refund of any security deposit if all other covenants of this lease have been fulfilled as provided in paragraph five (5) of this lease agreement.

### **32. GARBAGE AND TRASH**

Garbage and refuse are to be placed in designated areas. No garbage cans, waste, refuse, supplies, or other articles will be left outside the halls, stair landings, breezeways, outside the compactor, on the Resident's patio or balcony, or anywhere on the property, unless specifically instructed by Management. Resident is to dispose of all ashes, garbage, rubbish, and other waste in a clean and safe manner. Resident agrees to keep all trash, garbage and refuse INSIDE of their individual apartment home until such time as Resident properly disposes of trash and garbage, unless specifically instructed by Management. Trash, garbage, and refuse may not be kept inside the storage closets. A fine of \$20.00 will be imposed for failure to place garbage in the proper designated areas. After a second violation, the Resident is subject to a fine of \$40.00. Continuous violation may be considered default of this lease and will subject the Resident to remedies for default under this lease.

### **33. AUTOMOBILES AND OTHER VEHICLES**

It is expressly understood and agreed that the parking space on the premises is for private passenger vehicles only. Resident shall have no right to park or store any boats, trailers, trucks, campers, or other vehicles on the premises except as approved in Management's discretion and provided it is registered with Management. Any such object so parked or stored without permission and / or notice may be removed at Resident's expense. Resident hereby grants to Management the undisputed right to remove and dispose of, at Resident's expense, any inoperable vehicle, or any vehicle without current or valid tags, or any vehicle parked or not in regular use, placed on premises by Resident, Resident's guest or members of Resident's family, which shall remain on the premises for more than forty eight (48) hours after notice to remove said vehicle from the premises is placed on said vehicle. If Management cannot determine the owner of such vehicle or other motorized property, Management shall place a forty-eight (48) notice on the property. Resident agrees to obtain and display Management's parking decals where required. Any visitor vehicle parked in designated Resident parking will be towed at Visitor's expense. In keeping with fire codes, motorcycles must be parked in regular parking spaces. No motorized vehicle shall be parked in or about any building structure on the property. Resident hereby agrees that Management may, with any required proper notice, remove, store, or dispose of any automobile, motorcycle, motorbike, etc., found in such location, at the property owner's expense. Management will not be responsible for the negligent acts of any third party. ABSOLUTELY NO MECHANIC WORK ALLOWED ON PREMISES.

### **34. MOLD AND MILDEW**

Lessee acknowledges that it is necessary for Resident to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the apartment. Lessee agrees to clean and dust the apartment on a regular basis and to remove visible moisture accumulation in the windows, walls, floors, ceilings, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation air-conditioning ducts in the unit. Resident also agrees to immediately report to Management in writing: (i) any evidence of a water leak or excessive moisture in the unit, as well as in any, garage or other common area; (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air-condition system in the unit; and (iv) any inoperable doors or windows. Resident further agrees to be responsible for damage to the unit and property as well as injury to occupants resulting from Resident's failure to comply with these terms. Default under the terms of this clause shall be deemed a material default under the terms of the lease, and Lessor shall be entitled to all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of this lease shall remain unchanged. In the event of any conflict between the terms of this clause and the terms of the lease, the terms of this clause shall control. Any term capitalized but not defined in this clause that is capitalized and defined in the lease shall have the same meaning for purposes of this clause as it has for purposes of the lease.

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**Resident Initials**

### **35. SURVEILLANCE**

Lessor reserves the right to monitor the premises with video recording equipment. Lessor also reserves the right to display video cameras and video camera housings, operable or inoperable, throughout the property.

**36. OTHER CHARGES**

Resident agrees to pay Management any governmental levy or charge hereafter assessed or imposed by reason of Resident's occupancy of this property.

**37. RESIDENT AND OCCUPANT ACKNOWLEDGEMENT OF SECURITY POLICY**

Residents and Occupants acknowledge that neither Owner nor Management has made any representations, written, oral or other, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Resident and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own personal property. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by mechanical or electrical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures do not exist.

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**Resident Initials****38. CONTROLLED ACCESS ENTRY GATES**

Resident understands that the entrance to the apartment facility may be controlled at all times and all residents, guests, delivery men, messengers, or any person seeking to enter the premises must contact Resident in order to gain entry into the community. Resident agrees to allow their last name and first initial to appear on the computer system located at the entrance gate control panel for the sole purpose of allowing their guests to enter said premises. Resident understands that Lessor reserves the right to control and limit the entry upon the premises by agents, messengers, delivery men, solicitors, salesmen, or any other person not a resident, who seek to enter the premises, to the end that there be a minimum of traffic and confusion in and around the premises. Resident acknowledges that a security code will be issued to all Residents within the community for the sole purpose of gaining access to the premises. **RESIDENT SHALL NOT ISSUE THIS SECURITY CODE TO ANYONE OTHER THAN OCCUPANTS OF SAID APARTMENT.** Management shall not be held responsible for any damage caused by the Resident and agrees that Owner, its agents, and employees are not responsible for the negligence of any third party for any damages resulting from failure of, interruption of, or malfunction of entry gate. The entry gate should open automatically when experiencing power failure, therefore, the controlled access will not be in effect.

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**Resident Initials****39. ASSISTED LIVING**

If in the event Resident is forced to vacate the apartment currently leased due to medical reasons that require him / her to assume residence at an assisted living facility or nursing home, Resident may terminate the Lease Agreement before the expiration of the original term provided the following provisions are met: (i) A sixty (60) day written notice is given to Management prior to vacating apartment; (ii) Resident understands that the security deposit will be forfeited; (iii) Resident or Resident's family must fully clean entire apartment prior to vacating; (iv) Apartment is returned free of any damages beyond ordinary wear and tear; (v) A doctor's written letter must be given to Management stating Resident must move due to medical reasons; (vi) All monies due must be paid in full before vacating. This does not release resident from any or all damage and cleaning fees.

**40. PERMISSION TO INSTALL TWO PHONE LINES**

Management will allow Resident permission to professionally install two (2) phone lines in the apartment provided that the Resident changes the two (2) phone lines back to one (1) phone line by the Resident's move-out date. If Resident does not contact the phone company and have the phone lines changed back to a single line, Management will charge the Resident for this service at the same rate that the phone company charges plus a fifty (\$50.00) dollar fee. All charges will be deducted from Resident's security deposit provided that the security deposit is not forfeited. In the event that the security deposit is forfeited, the Resident will be billed for this service and all charges will immediately be due to Lessor.

#### **41. DRUG FREE HOUSING / CRIMINAL ACTIVITY**

Resident, any member of Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including, but not limited to, drug related activity on or near community premises. "Drug Related Criminal Activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802). Resident, any member of the Resident's household, or a guest, or other person under Resident's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near community premises. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near community premises or otherwise. Resident, any members of the Resident's household, or a guest or other persons under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near community premises. Violation of the above provisions shall be material violation of the lease and good cause for the termination of tenancy. Any Resident, any members of the Resident's household, or a guest or other persons under the Resident's control that is a convicted Sex Offender will not be allowed on the premises. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

#### **42. EARLY TERMINATION**

Resident may terminate the Lease Agreement before the expiration of the original term by: (i) Giving Management a sixty (60) day written notice and submitting it to the office during business hours; (ii) Plus paying a termination fee equal to two (2) months rent due upon move-out date (plus the rent due for the sixty (60) day notice); (iii) Plus paying all monies through the date of termination; (iv) Plus forfeiting all security deposits paid; (v) Plus returning the apartment in clean condition and free of damages. This does not release resident from any or all damage and cleaning fees.

#### **43. DEFAULT**

The following are reasons for default of this lease agreement: (a) The failure of Resident to pay rent or other sum payable under this lease and the continuation of such failure for after proper notice thereof given by Landlord to Resident; (b) The failure of Resident to fully and promptly perform any other act required of him or her by this lease or otherwise to comply with any terms or provision thereof and the continuation of such failure after proper notice thereof given by Landlord to Resident; (c) The filing of a petition in bankruptcy court by Resident; (d) The death of Resident; (e) The conviction of Resident of any felony or crime concerning or relating to theft; (f) The abandonment of the leased premises by Resident for more than fourteen (14) days without proper notice by resident to landlord; (g) The appointment by any court or under any law of receiver, trustee, or other custodian of the property, assets, or business of Resident; (h) The assignment by Resident of all or any part of its property or assets for the benefit of creditors; (i) The levy of execution, attachment, or other taking of property, assets, or the leasehold interest of Resident by process of law or otherwise in satisfaction of any judgement, debt or claim. Upon the happening of any Event of Default, Landlord may (1) Collect each installment of rental hereunder as and when the same matures; (2) Accelerate rents for the remainder of the term of this lease or; (3) Re-enter the Premises and may in conjunction with such re-entry elect either to terminate this Lease or not to terminate the remedies, rights and privileges of Landlord in each case of default of Resident as enumerated above shall not be exclusive and, in addition thereto, Landlord may exercise and enforce all rights in law and in equity which it may otherwise have as a result of said default.

#### **44. GUEST RESIDING IN COMPLEX FOR TEN (10) CONSECUTIVE DAYS.**

Any guest or visitor of a Resident who resides in an apartment for ten (10) consecutive days will be subject to all rules and regulations contained in the lease of the resident at the apartment home community. The visitor or guest shall register with the main office at the apartment home community on the tenth day of residing at the apartment and will be required to submit an application for residency to be approved by Management. Management reserves the right to deny permission to reside at the complex to any guest or visitor upon completion of a background check of the information contained in the application.

#### **45. RULES**

Resident hereby acknowledges that he has read the Rules and Regulations of Lessor, if any, attached thereto and made a part hereof, and agrees to abide by and conform to the same, and to such further rules and regulations as may be adopted by Lessor, and posted in or about the said building, or otherwise brought to the attention of Resident.

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**Resident Initials**

**ENTIRE AGREEMENT**

I / WE UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT. I / WE HAVE READ THIS CONTRACT AND I / WE UNDERSTAND ALL OF ITS PROVISIONS. THIS LEASE CONTRACT AND ITS APPLICABLE ADDENDUMS STATE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MERGES IN THIS AGREEMENT ALL STATEMENTS, REPRESENTATIONS AND COVENANTS MADE, AND ANY OTHER AGREEMENTS NOT INCORPORATED HEREIN ARE VOID AND OF NO FORCE AND EFFECT. I / WE UNDERSTAND THAT EVEN IF I / WE ELECT NOT TO MOVE IN, FOR ANY REASON, I / WE ARE STILL BOUND TO THE TERMS OF THIS LEASE AGREEMENT.

*Regardless of any contrary language contained in this lease, Lessor may increase the amount of monthly rent due under this lease upon sixty (60) days written notice to Resident, in which event Resident shall have the election, upon sixty (60) days written notice to Lessor, to cancel this lease, or to continue the lease at the increased rental amount.*

**Resident or Residents**

(All residents must sign)

**Management****Date**

Cosigner Signature

Cosigner Signature

Cosigner Signature



## **SECURITY DEPOSIT POLICY**

We have found that poor communication can cause misunderstanding concerning Security Deposits. This brief outline is to explain how Management will handle Security Deposits. Refund of the Security Deposit is subject to the following provisions:

1. The full term of lease has expired.
2. A sixty (60) day written notice to vacate was given prior to leaving apartment (forms provided by Manager).
3. There are no damages to the property beyond ordinary wear and tear.
4. The entire apartment, including fireplace, range, refrigerator, bathroom(s), closets and cupboards are clean. Carpets must be vacuumed.
5. No unpaid delinquent rents or charges are outstanding.
6. All keys have been returned to Manager.
7. Resident agrees to pay actual costs incurred by Management for having the apartment's carpet professionally cleaned after vacating the premises.
8. All utilities, including but not limited to water & electricity, will be charged to Resident's account in the event of an outstanding balance at time of move-out plus any interest and/or late fees.

Q. What charges are made if the eight conditions are not complied with?

- A. Costs of labor and materials for cleaning and repairs, delinquent payments and re-rental fees if the lease has not expired.

Q. What should one be especially careful to avoid?

- A. Floor / carpet damage; departing Residents will be held responsible for damage to all floor coverings including, but not limited to, vinyl, carpet and tile.
- B. Dirty appliances. Be sure to clean range and refrigerator.

Q. How is the Security Deposit returned?

- A. Lessor shall refund said deposit via a company check, as well as an itemized statement of amounts withheld, by mail to the forwarding address left by Resident within 60 days, after the apartment has been vacated by Resident and inspected by Lessor as provided by State statute. If no forwarding address is provided by Resident, then it shall be mailed to the last known address of Resident, or if none, then to the property address. Any unclaimed deposit shall be forfeited by the tenant after ninety (90) days. NO PICK-UPS FROM THE OFFICE ARE ALLOWED.

I/We have read and understand the above conditions for return of my Security Deposit.

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Resident Signature

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Resident Signature

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Resident Signature

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Management Signature

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Resident Signature

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Resident Signature

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Resident Signature

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Date



## RULES AND REGULATIONS

1. No signs, notices or advertisements shall be attached to or displayed by said Resident on or about said premises.
2. Profane, obscene, loud or boisterous language, or unseemly behavior and conduct is absolutely prohibited and said Resident obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other Residents or occupants in said or adjoining premises. It is specifically understood that any noise that can be heard outside the premises is too loud and disturbing. Also conversations on patios, stairs or balconies during quiet time (from 10:00 PM until 7:00 AM) are not allowed. Management reserves the right to change what is considered to be quiet time at any time without notice.
3. No cars shall be parked so as to block the entrance to any building, any driveway, any sidewalk, any parked car, or at any point where "No Parking" signs are now, or may hereafter be posted. Parking on landscaped areas at any time is prohibited. There will be a twenty-dollar (\$20.00) fine for each occurrence.
4. Only persons employed by Lessor or agent shall adjust, or have anything to do with, the heating or air-conditioning units or with the repair or adjustment of any plumbing, stove, refrigerator or other equipment.
5. Laundry rooms and laundry and drying apparatus if provided, by Resident or by the Lessor for the convenience of Resident, shall be used in such manner and at such times as the Resident may direct. Laundry work shall be done only in rooms provided for such purposes. Laundry cannot be hung outside the apartment at any time.
6. No awnings, venetian blinds, or window guards shall be installed, except where written approval is given by the Lessor.
7. Resident shall not alter, replace, or add locks or chain locks, or bolts, or install any other attachments, such as knockers, upon any door, except where approval is given by the Lessor. If Resident requests the locks on the apartment be re-keyed for any reason, there will be a charge of ten dollars (\$10.00) per lock with a minimum total charge of thirty dollars (\$30.00). Resident shall not change or re-key any of the locks in the apartment for any reason.
8. As a convenience to its residents, Lessor allows residents to have articles delivered to, or left with, any employee in the clubhouse or leasing office. The delivery and receipt of said articles is a relationship between the Resident and the courier service that delivers the articles.
9. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated.
10. Resident shall abide by the rules and regulations governing the use of swimming pool facilities, which will be made available to him at the beginning of the swimming season in the clubhouse. Only two (2) guests allowed per apartment and resident must accompany the guest at the pool.
11. Landlord has the right to remove combustible material from the storage area or the apartment.
12. A transfer fee of \$400.00 is required if the Resident should want to transfer from one apartment to another during a lease. To be eligible for transferring apartments, the Resident must have resided in their current apartment at least 90 days prior to transferring. The \$400.00 transfer fee is NON-REFUNDABLE and signing a new lease is required in addition to the transfer fee. A new security deposit must be paid on the new apartment and the security deposit on the current apartment will be refunded (if applicable) in a reasonable time period as determined by state law. A new lease term will be required on the new apartment and the resident must pay any short-term fees if the resident wishes for the new apartment lease term to terminate on

the same date as the current apartment. Prior to the transfer from one apartment to another, management may inspect the occupied apartment and assess damages prior to move out. Resident may be required to pay all damages assessed during this inspection prior to transferring apartments. Prior to Resident being given keys to the apartment they are transferring to, Resident must have a zero account balance on the apartment they are transferring from.

13. Firewood may be stored on balcony/patio area during winter months only. It is understood that firewood must be removed during warm weather seasons. Also, wood may not be stored higher than railing on balcony / patio.
14. Management shall permit waterbeds only with proof of Renter's Insurance. Resident will be held responsible for any damage that may occur due to Resident's waterbed or any of its attachments.
15. Only persons sixteen (16) years of age and older are allowed in the fitness room at any time for any reason.
16. The following provisions apply to any Resident utilizing a satellite on the leased premises: (1) The satellite must be no larger than 18 inches in diameter (2) The satellite must be portable on a tripod or bucket. It cannot be attached or permanently affixed to the building structure or railing. It must be contained on the private patio or balcony area (3) The installation of the satellite shall not be connected to any of the installed wires on the leased premises. Separate wiring must be used to operate the satellite (4) The satellite and all wiring shall be installed safely and positioned appropriately, so as to alleviate injuries to the Resident(s), guests of the Resident(s), the Landlord, or employees and/or agents of the Landlord.
17. It is specifically understood that Lessor reserves solely to itself the right to alter, amend, modify and add rules to this lease.
18. Management reserves the right to not renew this lease for any reason at the end of the lease term.

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Resident Signature

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Management Signature

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Date



## EXHIBIT A

1. This document is incorporated into and shall become part of that certain Apartment Lease Contract by and between FOSHEE MANAGEMENT COMPANY, LLC, as agent for the owner, and Resident(s). In the event that Resident moves prior to the end of lease term, Resident will be charged for the full cost of the following:
  - a. Painting of walls
  - b. Carpet cleaning
2. Normal charges: We do not consider general cleaning of any kind to be a condition of normal wear and tear. Listed below are specific cleaning and/or replacement charges that will be applied against the Security Deposit.

A. CLEANING ( minimum charges)			B. REPLACEMENTS (minimum charges)		
Oven	\$ 15.00		Oven racks	\$ 30.00	Each
Range top	\$ 15.00		Door keys	\$ 10.00	Each
Vent hood	\$ 6.00		Mailbox keys	\$ 10.00	Each
Refrigerator	\$ 15.00		Door lock	\$ 50.00	Each
Kitchen floor	\$ 10.00		Stove burner	\$ 20.00	Each
Counters	\$ 5.00	Each	Drip pan 8"	\$ 15.00	Each
Cabinets	\$ 4.00	Each	Drip pan 6"	\$ 12.00	Each
Light fixtures	\$ 5.00	Each	Interior door	\$ 150.00	Each
Sink	\$ 5.00	Each	Light globes	\$ 20.00	Each
Dishwasher	\$ 5.00		Entry door	\$ 250.00	Each
Balcony/Patio	\$ 5.00	Each	Broken window	\$ 350.00	Each
Bathtub	\$ 5.00	Each	Blind replacement	\$ 45.00	Each
Bathroom floors	\$ 10.00	Each	Vertical replacement	\$ 100.00	Each
Shower	\$ 10.00	Each	Smoke alarm	\$ 35.00	Each
Bathroom sink	\$ 5.00	Each	Crisper trays	\$ 40.00	Each
Commode	\$ 4.00	Each	Fireplace grates	\$ 25.00	
Mirrors	\$ 4.00	Each	Washer	\$ 425.00	
Windows	\$ 4.00	Each	Dryer	\$ 425.00	
Vacuum carpet	\$ 15.00		Stackable W/D	\$ 1,100	
Microwave	\$ 5.00		Microwave plates	\$ 25.00	
Washer/Dryer	\$ 5.00		Light bulbs	\$ 2.00	Each
Fireplace	\$ 15.00		Water Meter/Antenna	\$ 250.00	
Ceiling fan	\$ 5.00	Each	Trash Can (if provided)	\$ 35.00	
Trash compactor	\$ 10.00				
Foyer floor	\$ 5.00				

### GENERAL CLEANING (hourly)

Trash removal	\$ 20.00	/hr.
Wash blinds	\$ 20.00	/hr.
Wash doors/trim	\$ 20.00	/hr.

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Resident Signature

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Management Signature

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Date



## EXHIBIT B

1. This document is incorporated into, and shall become part of, that certain Apartment Lease Contract by and between FOSHEE MANAGEMENT COMPANY, LLC, as agent for the owner, and Resident(s).
  
2. The owner of the apartment community referenced in paragraph three (3) of the Apartment Lease Contract previously mentioned in Exhibit B is:

TMF M2, LLC  
44 Market Plz Apt 801  
Montgomery, AL 36104-3967

3. The manager of the apartment community referenced in paragraph three (3) of the Apartment Lease Contract previously mentioned in Exhibit B is:

Kenya Crumble  
Beaumont Reserve  
5800 Eagle Cir  
Montgomery, AL 36116-6117

4. As referenced in Section 8 of the Apartment Lease Contract previously mentioned in Exhibit B, rental payments shall be made in Lessor's leasing office. Rental Payments may be hand-delivered to the Leasing Office during normal business hours. Rental payments may also be mailed to the Lessor's leasing office at the following address:

Beaumont Reserve  
Attn: Rent  
5800 Eagle Cir  
Montgomery, AL 36116-6117

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Resident Signature

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Management Signature

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Date



#### **EXHIBIT C**

1. This document is incorporated into, and shall become part of the Apartment Lease Contract, by and between FOSHEE MANAGEMENT COMPANY, LLC, as agent for the owner, and Resident(s).
  
2. If Resident chooses to use Tobacco products inside his or her apartment, Resident will be responsible for all damage caused by such tobacco use. This includes, but is not limited to, carpet cleaning and/or replacement, air duct cleaning and/or replacement, filtration system cleaning and/or replacement, painting, priming, cleaning and/or replacement of blinds, cleaning and/or replacement of tile or vinyl, and any other damage caused by tobacco smoke in the unit.
  
3. Tobacco smoke has been known to cause excessive damage to apartment units beyond normal wear and tear. If you choose to smoke in your apartment unit, you will be charged for all damages caused by such tobacco smoke. If you smoke and want to avoid said damage, then you should smoke outside the apartment unit. If you do so, please place cigarette butts and other trash and debris in an appropriate receptacle and dispose of properly.

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Resident Signature

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Management Signature

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Date



## EXHIBIT D

### ACKNOWLEDGMENT OF CREDIT BUREAU REPORTING

Please be advised that FOSHEE MANAGEMENT COMPANY, LLC, as well as all of its affiliates and assignees, reports your payment and rental history to Equifax which affects your credit bureau report. All information reported is done in compliance with the Fair Credit Reporting Act. Should you dispute any information reported to Equifax, please contact Kenya Crumble directly or contact Equifax to file a dispute to have the reporting investigated.

Foshee Management Company, LLC, its affiliates and its assignees does not share your information with any other source.

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Resident Signature

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Management Signature

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Date



## **EXHIBIT E**

## **After Hours Emergency**

Please be advised that FOSHEE MANAGEMENT COMPANY, LLC, as well as all of its affiliates and assignees strive to provide the best customer service possible. If you should have an emergency request during non-business hours, please follow the instructions below.

Fire  
Burglary or Theft  
Health Emergencies  
Other Life Threatening Emergencies Call 911

- Burst Water Pipes
- No Hot Water
- No Air Conditioning (if temperature outside is above 80 degrees)
- No Heat (if temperature outside is below 60 degrees)
- Inoperable Toilet (if apartment only contains one toilet)
- Refrigerator Malfunction Call (334) 277-8365
- Apartment Lock Out
- Noise Complaints Call (334) 277-8365

**Resident Signature**

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Resident Signature

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**Resident Signature**

**Resident Signature**

**Resident Signature**

**Resident Signature**

Management Signature

Date



## EXHIBIT F

This document is incorporated into, and shall become part of, that certain Apartment Lease Contract by and between FOSHEE MANAGEMENT COMPANY, LLC, as agent for the owner, and Resident(s).

### TERMS:

1. **Conditional Authorization for Pet.** Residents are hereby authorized to keep a pet, which is described below, on the premises of the above apartment until the lease expires. Authorization may be terminated if residents' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by resident, resident's family, guest, or invitee.
2. **Pet Fee.** Residents will pay a onetime NON-REFUNDABLE pet fee of \$300 per pet.
3. **No Limit on Liability.** The additional pet fee under this agreement is not a limit on residents' liability for property damages, cleaning, deodorizing, defleaing, replacement, and/or personal injuries set forth below.
4. **Restriction:** Management has the right to prohibit certain breeds of dogs such as, Doberman Pinschers, Rottweilers, Chows, Pit Bulls, American Bulldogs, Presa Canarios, Wolf hybrids, trained attack or guard dogs, any dog bred for fighting, or any dog with a prior history of causing bodily injury.
5. **Limit of two (2) pets per apartment.**

Pet Breed	Pet Name	Pet color	Pet Weight	Pet Age
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### PET RULES:

1. Resident agrees that pet will not be allowed to defecate or urinate near any shrubbery, sidewalk, or courtyard area, and that the pet will be walked for this purpose ONLY along the fence behind the buildings, or in the fields along the entrance.
2. Resident agrees that pet will be kept inside apartment at all times except when on a leash and accompanied by and under control of the Resident.
3. Resident agrees that the pet will not disturb the rights or convenience of other residents in the apartment community. This applies whether the pet is inside or outside.
4. Resident shall not permit the pet in the swimming pool area, office, or fitness center.
5. The pet shall not be tied to any fixed object anywhere in the apartment community.
6. Additional Rules. The owner and management staff have the right to add new rules or amend existing rules if the need arises.

### LIABILITY:

1. **Liability for damages.** Resident shall be liable for the entire amount of all damages caused by such pet. This applies to carpets, doors, walls, drapes, appliances, and any other part of the apartment or the apartment community, including landscaping. If said items cannot be properly cleaned or repaired, the resident must pay for complete replacement. Payment for damages, repairs, cleaning, etc. shall be due immediately upon demand. Resident shall be strictly liable for the entire amount of any injury to the person or property of others caused by the pet.
2. **Move-out.** Upon move-out of residents, the carpet will be professionally shampooed, and flea treated for the protection of future residents. The cost of the flea treatment is a minimum of \$45.00 and will be automatically charged to resident.

3. **Violation of rules.** If any rule or provision of the pet agreement is violated by residents, their family, or guests, resident shall, at owner's option, immediately and permanently remove the pet from the premises upon written notice by the owner or his representative. If resident refuses to remove the pet, eviction procedures will begin.

I do own a pet at this time.

I do not own a pet at this time

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Resident Signature

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Resident Signature

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Resident Signature

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Management Signature

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Resident Signature

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Resident Signature

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Resident Signature

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Date



## Bed Bug Addendum

**Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.**

**1. LEASE CONTRACT.** This is an addendum to the Lease Agreement, by you, the resident(s), Claudia Spooney for the dwelling you have agreed to rent. That dwelling is: Unit #5604E at Beaumont Reserve (name of apartments) located at 5604 Villas Cir Apt E (street address) in Montgomery, AL.

**2. PURPOSE.** This addendum modifies the Lease Contract and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

**3. INSPECTION.** You agree that you: (Check one)

- have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- will inspect the dwelling within 48 hours after move-in/ renewal and notify us of any bed bugs or bed bug infestation.

**4. INFESTATIONS.** You agree that you have read the information on the back side of this addendum about bed bugs and:

(Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had bed bug infestation that all of your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents' access to dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction. Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

**Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

## **Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall with a tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck, and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

## **Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

## **Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed-bug free, residents should assume that the reason a seemingly nice looking leather couch, for example is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat the bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

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**Management**

**Date**

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## **APARTMENT INSPECTION FORM**

Resident Name: Claudia Spooney

Apt #:5604E

Move-in Date: \_\_\_\_\_

Move-out Date: \_\_\_\_\_

Proper notice given? Yes \_\_\_\_\_ No \_\_\_\_\_

### Forwarding Address:

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

Items	Move-In Condition/Description	Move-out Condition/Description	Charges
Doors/Lock	# Keys given:	# Keys returned:	\$
Mailbox	# Keys given:	# Keys returned:	\$
Access Card (Laundry)	Card Issued?	Card Returned?	\$
Fire Extinguisher			\$
Laundry Room			\$
Storage Area			\$
Intrusion Alarm			\$
Smoke Detectors			\$
Air Conditioners/Heating Unit			\$
Thermostat			\$
Filter need changing?			\$
<b>Kitchen</b>			
Stove/Oven, Drip Pans, Broiler Pan, Wire Shelves			\$
Microwave			\$
Dishwasher			\$
Disposal			\$
Refrigerator/Freezer			\$
Ice Maker			\$
Sink Faucets			\$
Cabinets & Hardware			\$
Counter Tops			\$
Floor			\$
Walls/Ceiling			\$
Fixtures/Bulbs			\$
Pantry			\$
Miscellaneous			\$
<b>Dining Room</b>			
Windows/Lock/Screen			\$

Fixtures/Bulbs		\$
Floor/Carpet		\$
Walls/Ceiling		\$
Mini Blinds		\$
Miscellaneous		\$
<b>Living Room</b>		
Floor/Carpet		\$
Walls/Ceiling/Ceiling Fan		\$
Mini Blinds		\$
Fixtures/Bulb		\$
Fireplace		\$
Entry Door		\$
Patio Door		\$
Windows/Locks/Screens		\$
<b>Master Bathroom</b>		
Cabinets & Vanity		\$
Medicine Cabinet		\$
Toilet		\$
Tile Caulking		\$
Towel Bar/ Shower Rod		\$
Sink/ Faucets		\$
Shower/Tub		\$
Walls/Ceiling		\$
Fixtures/Bulbs		\$
Door		\$
Floor		\$
Miscellaneous		\$
<b>2<sup>nd</sup> Bathroom</b>		
Cabinet &Vanity		\$
Medicine Cabinet		\$
Toilet		\$
Tile Caulking		\$
Towel Bar/Shower Rod		\$
Sink/Faucets		\$
Shower/Tub		\$
Walls/Ceiling		\$
Fixtures/Bulbs		\$
Door		\$
Floor		\$
Miscellaneous		\$
<b>Master Bedroom</b>		
Floor/Carpet		\$
Walls/Ceiling		\$
Doors		\$
Windows/Locks/Screens		\$

Fixtures/Bulbs		\$
Mini Blinds		\$
Closet		\$
Miscellaneous		\$
<b>Bedroom #2</b>		
Floor/Carpet		\$
Walls/Ceiling		\$
Doors		\$
Windows/Locks/Screens		\$
Fixtures/Bulbs		\$
Mini Blinds		\$
Closet		\$
Miscellaneous		\$
<b>Bedroom #3/Den</b>		
Floor/Carpet		\$
Walls/Ceiling		\$
Doors		\$
Windows/Locks/Screens		\$
Fixtures/Bulbs		\$
Mini Blinds		\$
Closet		\$
Miscellaneous		\$
<b>Hall</b>		
Walls/Ceiling		\$
Fixtures/Bulbs		\$
Linen Closet		\$
<b>Balcony/Patio</b>		
Floor		\$
Windows/Locks/Screens		\$
Storage Closet		\$
Fixtures/Bulbs		\$
Miscellaneous		\$
Miscellaneous		\$
	<b>TOTAL CHARGES</b>	\$

Initials

This is to verify that upon inspection of your unit at move-in on date listed below, a smoke detector is installed. If unit was tested by me and I signed this form without presence of Management, I certify that unit is in working order. I understand the detector is not to be disconnected. I understand that I will be responsible for upkeep and/or replacement of the detector battery. I understand that I will be responsible for cleaning dust from the detector at least twice a year. I am to report any defective or malfunctioning smoke detector to Management immediately. I understand it is my duty to test the detector on a monthly basis. If I disconnect or fail to report non-working smoke detectors, I will receive a violation of lease and I understand that my lease can be terminated.

**MOVE-IN SIGNATURES:**

I/we, the residents of apartment 5604E accept the above mentioned Move-In Inventory as part of the Apartment Lease Contract and agree that it is an accurate account of the condition of the apartment for the purposes of charges and/or refund of security deposit upon move-out and compliance with Alabama law. **I understand that I have 48 hours from the move in date to document additional information in regards to the condition of the apartment.**

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Resident

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Resident

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Management

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Date**MOVE-OUT SIGNATURES:**

The undersigned has inspected this apartment and found it to be in the condition stated in the above column on date of move out.

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Resident

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Resident

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Management

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Date:



## CARES ACT ADDENDUM

Any provision of the Lease Contract enabling Lessor to proceed with a contractual right or legal remedy which is temporarily prohibited by the CARES Act moratorium or other applicable state or local law relating to the COVID-19 crisis, shall be deemed unenforceable for the duration and to the extent that the applicable law remains in effect.

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Resident Signature

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Management Signature

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Date

# **COVID-19 ACKNOWLEDGEMENT AND RELEASE USE OF AMENITIES AND COMMON AREAS DURING COVID-19 ERA**

We cannot ensure that COVID-19 is not present in the fitness center, pool area, playground or any other interior or exterior community amenity or common area. As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, also known as “Coronavirus,” at any time or in any place. Despite the continued careful attention of the management staff to personal protection and disinfection protocols to limit transmission of this disease, there is still a chance that you could be exposed to this or other illnesses within the community, just as you might be at your grocery store, favorite restaurant, or even doctor’s office. “Social Distancing” nationwide has undoubtedly reduced the transmission of the Coronavirus, and although we have taken measures to provide for social distancing within the community, due to the nature of our amenities and common areas and how they are typically used, it is not possible to enforce or guarantee that social distancing or other safety measures will be observed between all persons in all amenities and common areas at all times.

By signing this Release, you acknowledge and assume the risk of exposure to COVID-19 or any other communicable disease while present in any community amenity or common area and release the management, the owner(s), and their agents of any liability for any harm to you or your child which may result from such exposure.

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Resident Signature

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Management Signature

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Date