## LEASE WITH OPTION TO PURCHASE

This agreement, dated December 9 2020, by and between a business entity known as Best Landlord Company of 2 Maple Ln, Suite A, Best Town, Alabama, 29227, hereinafter known as the "Landlord".

## **AND**

2 individuals known as Alex Tenant and Joanna Tenant, hereinafter known as the "Tenant(s)", agree to the following:

**OCCUPANT(S):** The Premises is to be occupied strictly as a residential dwelling with the following Two (2) Occupants to reside on the Premises in addition to the Tenant(s) mentioned above: Alex Jr Tenant and Jill Tenant, hereinafter known as the "Occupant(s)".

**OFFER TO RENT:** The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, an apartment with the address of 1 Main Street, Apt 4, Small Town, Alabama, 20992 consisting of 2.5 bathroom(s) and 2 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

**PURPOSE:** The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

**FURNISHINGS:** The Premises is furnished with the following:

Bedroom Set(s), Dining Room Set(s), Living Room Set(s) and all other furnishings to be provided by the Tenant(s). Any damage to the Landlord's furnishings shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

**APPLIANCES:** The Landlord shall provide the following appliances:

Air Conditioner(s), Dishwasher, Dryer (for Laundry), Fan(s), Hot Water Heater, HVAC, Microwave, Outdoor Grill, Oven(s), Refrigerator, Stove(s), Washer (for Laundry), and any other unnamed appliances existing on the Premises. Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

**LEASE TERM:** This Agreement shall be a fixed-period arrangement beginning on December 03 2020 and ending on November 29 2033 with the Tenant(s) having the option to continue to occupy the Premises under the same terms and conditions of this Agreement under a Month-to-Month arrangement (Tenancy at Will) with either the Landlord or Tenant having the option to cancel the tenancy with at least thirty (30) days notice or the minimum time-period set by the State, whichever is shorter. For the Tenant to continue under Month-to-Month tenancy at

the expiration of the Lease Term, the Landlord must be notified within sixty (60) days before the end of the Lease Term. Hereinafter known as the "Lease Term".

**RENT:** Tenant(s) shall pay the Landlord in equal monthly installments of \$1,873.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid through an electronic payment known as Automated Clearing House or "ACH". Details of the Tenant's banking information and authorization shall be attached to this Lease Agreement.

**NON-SUFFICIENT FUNDS (NSF CHECKS):**If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of \$45.00 (US Dollars)

**LATE FEE:** If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

\$50.00 (US Dollars) per occurrence for each month payment that is late after the 3rd Day rent is due.

**FIRST (1ST) MONTH'S RENT:**First (1st) month's rent shall be due by the Tenant(s) upon the execution of this Agreement.

**PRE-PAYMENT:** The Landlord shall not require any pre-payment of rent by the Tenant(s).

**PROBATION PERIOD:** The Tenant(s) will not move into the Premises before the start of the Lease Term.

**SECURITY DEPOSIT:** A Security Deposit in the amount of \$1,873.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions. The Security Deposit is to be returned to the Tenant(s) within 14 days after this Agreement has terminated, less any damage charges and without interest. This Security Deposit shall not be credited towards rent unless the Landlord gives their written consent.

**POSSESSION:**enant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

**OPTION TO PURCHASE.**TThe Tenant(s) shall have the right to purchase the Premises described herein for \$450,000.00 at any time during the course of the Lease Term, along with any renewal periods or extensions, by providing written notice to the Landlord along with a

deposit of \$4,500.00 that is subject to the terms and conditions of a Purchase and Sale Agreement to be negotiated, in "good faith", between the Landlord and Tenant(s).

If the Landlord and Tenant(s) cannot produce a signed Purchase and Sale Agreement within a reasonable time period then the deposit shall be refunded to the Tenant(s) and this Lease Agreement shall continue under its terms and conditions.

If the option to purchase is exercised by the Tenant(s) all Rent that is paid to the Landlord shall remain separate from any and all deposits, consideration, or payments, made to the Landlord in regards to the purchase of the Premises.

**RECORDING.** The Tenant(s) shall be withheld from recording this Option to Purchase unless the Tenant(s) has the written consent from the Landlord.

ACCESS:TUpon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

**MOVE-IN INSPECTION:**Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

**SUBLETTING:** The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

**ABANDONMENT:**If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

**ASSIGNMENT:**Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

**PARKING:** The Landlord shall provide the Tenant(s) 2 Parking Spaces.

The Landlord shall not charge a fee for the 2 Parking Spaces. The Parking Space(s) can be described as: 1 outdoor parking space and 1 indoor garage parking space provided

**RIGHT OF ENTRY:** The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum State requirement in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**SALE OF PROPERTY:**If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

**UTILITIES:** The Landlord agrees to pay for the following utilities and services:

Lawn Care, Snow Removal, Trash Removal, Water, and the Landlord shall also provideSome great services with all other utilities and services to be the responsibility of the Tenant(s).