



LEASE AGREEMENT

State of ALABAMA
County of Madison

Tenant(s): Michael J. Muller

Property: 120 Forest Glade Dr., Madison, AL 35758

This lease agreement (hereinafter referred to as the "Rental Agreement") made in Huntsville, Alabama, on this 1st day of May, 2019, by and between Owner (hereinafter referred to as the "Landlord"), Ding Wei of said property by virtue of Weichert, Realtors® - The Space Place's Property Management (hereinafter called "AGENT"), and Tenant(s) (hereinafter called "TENANT"), and shall provide as follows:

1. **This Rental Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act of 2006. The Agent will abide by the Fair Housing Act and according to that, properties will be shown and made available to Tenants without regard to race, color, religion, age, handicap, familial status, or national origin.**

2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord, a parcel of property located in the county of Madison, State of Alabama, which parcel of land with improvements will constitute the Premises. Said parcel of land is more particularly described as follows:
120 Forest Glade Dr., Madison, AL 35758.

3. **TERMS:** This Rental Agreement shall commence on the 1st day of May, 2019, and end on the 30th day of April, 2020. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear excepted, free of Tenant's personal property, garbage and other waste, and return all keys to the Agent.

4. **RENT:** The rent is payable to: **WEICHERT, REALTORS – The Space Place (WRSTP)**. *Payments must be made through the web portal as provided by agent with the exception of the initial payment, which shall be made in certified funds. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Rental Agreement.*

Tenant agrees to pay Agent a rent of \$1,250.00 (one thousand, two hundred and fifty and 00/100) per month plus Pet Rent as evidenced in Paragraph 29 herein in the amount of \$25.00 (twenty-five and 00/100) for a total rent payment of \$1,275.00 (one thousand, two hundred and seventy-five and 00/100) payable in advance, on or before the first day of every month during said term for a yearly total rent of \$15,300.00 (fifteen thousand, three hundred and 00/100). The first month's rent shall be prorated by the date of this agreement and shall be \$N/A. Tenant further agrees that in the event any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Agent, in addition to such payment or other charges due hereunder a "Late Fee" in the amount of Forty-five dollars (\$45.00). An **additional** late fee of Fifteen dollars (\$15.00) per day shall accrue until late fees and rent are paid. Late Fees will incur when rent is not paid on time or partial rent is paid or in the event that rent payment made is not honored by Tenant's banking institution.

5. DAMAGE AND SECURITY DEPOSIT: Upon the due execution of this Rental Agreement, Tenant shall deposit with the Agent the sum of \$437.50 (four hundred, thirty-seven and 50/100), which is **35%** of the monthly rent, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises or unpaid rent upon the termination of this Rental Agreement. Upon termination of the tenancy, property or money held by the Agent as damage and security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with this Rental Agreement and the Alabama Uniform Residential Landlord and Tenant Act.

Any deduction from the security deposit must be itemized by the Agent in a written notice of the Tenant together with the amount due, if any, within **35** days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. This obligation is met when the landlord mails the portion of the deposit owed and/or the written notice within **35** days by first class mail or better. The Tenant shall provide the Agent in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

6. CLEANING FEE: Upon the due execution of this Rental Agreement, Tenant shall pay to the Agent the sum of \$437.50 (four hundred, thirty-seven and 50/100), which is **35%** of the monthly rent, receipt of which is hereby acknowledged by Landlord, as cleaning fee for the Premises during the term hereof. Such fee is nonrefundable and used to ready the Premises for the Tenant.

7. OCCUPANCY: Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Agent shall reside in the Premises. For purposes of this Rental Agreement the designated occupants are: Michael Muller, YULIA MULLER, JUSTIN MULLER

In no event shall more than 3 persons be allowed to occupy said Premises. No other person shall stay for more than seven (**7**) consecutive days, nor more than fourteen (**14**) days in any one month, without prior written consent of the Landlord.

8. RETURNED CHECKS: Tenant agrees to pay **\$75.00** for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the third day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Agent may declare this rental agreement void and immediately terminated.

9. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached (only applies to rental properties built before 1978.)

10. RENTAL APPLICATION: The Tenant acknowledges that the Agent has relied upon the Rental Application, a copy of which is attached hereto, as an inducement for entering into this Rental Agreement, and the Tenant warrants to the Agent that the facts stated in the Rental Agreement are true to the best of Tenant's knowledge. If any facts stated in the Rental Agreement prove to be untrue, the Agent shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

11. RENEWAL TERMS: Within sixty (**60**) days written notice, either party may terminate this Rental Agreement at the end of the initial term, but if no notice is given, then the Rental Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (**30**) days written notice by either party is required prior to termination during such month-to-month term. If the Rental Agreement is not being renewed by the Tenant or Landlord, the Agent has the right to show the property during the last thirty (**30**) days of the Rental Agreement term with prior notice to the Tenant.

12. SUBLEASE: Tenant shall not assign or sublet said Premises, or any part thereof without the written

consent of Agent. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or Agent or an assignment of sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Rental Agreement.

13. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services. Proof of utilities in the name of the tenant at the property must be provided to the Agent before occupancy will be given. In the event of Tenant default on payment of utilities Agent may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this Rental Agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to Premises during the term of the Rental Agreement.

14. TENANT OBLIGATIONS: Tenant agrees to comply with the provisions of §35-9A-301, Code of Alabama 1975, and to keep the dwelling unit and all parts of the Premises that Tenant leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire-ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to provide any Pest Control Service as Tenant deems necessary at Tenants sole expense. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the Rental Agreement and rules and regulations the Agent may adopt concerning the Tenants' use and occupancy of the Premises.

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the Premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with or violate any law, statute, ordinance or governmental rule, regulation or policy now in force or which may hereafter be promulgated, and Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the Premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Agent any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence, neglect of upkeep, or careless use of the premises and pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Agent of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said Premises or the fixtures or appliances contained therein, shall be made except after written consent of Agent, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. All improvements made by Tenant to the said Premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed permission of the Agent.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is

responsible for reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing blown fuses, and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

15. CONDITION OF PREMISES: Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that the Premises are, at the execution on this Rental Agreement, in good order, repair and in a safe, clean, and tenantable condition. Tenant acknowledges that no promise to decorate, alter, improve, or repair the Premises has been made by Landlord or Agent.

16. MAINTENANCE OF PREMISES: Landlord agrees to make repairs and do what is necessary to keep the Premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Agent is responsible for changing batteries in smoke detectors and HVAC air filters.

17. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord:

 X stove, X refrigerator, X dishwasher, X garbage disposal, X washer, X dryer, X oven, microwave,
 trash compactor, X Garage Door Remote, other:

18. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Tenant shall be responsible for providing proof of insurance to Agent within five (5) working days of occupancy. Start of date coverage: May 1. 2019.

19. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord or Agent to enter into the dwelling unit in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Agent may enter the dwelling unit without consent of the Tenant in case of emergency. The Agent shall inspect for working smoke detectors and cleanliness of HVAC filters quarterly.

The Landlord or Agent shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least **2** days notice of the Landlord's intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the residence of the Tenant, email from the Agent with response from the Tenant, and/or notice through the Tenant's web portal and acknowledgement of Tenant stating the intended time and purpose of the entry shall be permitted methods of notice for the purpose of the Agent's right of access to the Premises.

The Landlord or Agent has no other right of access except: pursuant to court order, as permitted by the Alabama Uniform Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

20. MILITARY CLAUSE: If the Tenant is a member of the Armed Forces of the United States, stationed in

the Redstone Arsenal area, and shall receive permanent change of station orders out of the Redstone Arsenal area, Tenant may, upon presentation of a copy of said orders of transfer to the Agent, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

21. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the Premises and notify the Agent in writing within fourteen (14) days thereafter of Tenant's intention to terminate the Rental Agreement, in which case the Rental Agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Rental Agreement continue according to its terms. Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the Rental Agreement is terminated, the Agent shall return security deposit to the Tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Agent shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

22. NON-DELIVERY OF POSSESSION: In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its Agent, then the Landlord or its Agent shall have no liability to Tenant and the rental herein provided shall abate until possession is given. Landlord or its Agent shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its Agent, then this Rental Agreement and all rights hereunder shall terminate.

23. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord or Agent resulting from any exercise of a power of eminent domain of all or any part of the Premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the Premises are a part (whether or not the Premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

24. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of fourteen (14) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the Rental

Agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Agent fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Agent accepts the abandonment as a surrender, the Rental Agreement is considered to be terminated by the Agent as of the date the Agent has notice of the abandonment. When a dwelling unit has been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the Premises, the Landlord or Agent may enter the dwelling unit, using forcible entry if required, and dispose of the personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. Tenant must provide Landlord with notice of any absence exceeding fourteen **(14)** calendar days.

25. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the Rental Agreement other than nonpayment of rent or a noncompliance with Paragraph 14 above, the Agent may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than **14 days** after receipt of the notice, if the breach is not remedied in **14 days**.

The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within **14 days**, but is commenced within the **14-day** period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within seven **(7)** days from the date due, the Agent may terminate the Rental Agreement provided the Landlord has given the Tenant written notice of nonpayment and Agent's intention to terminate the Rental Agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 4.

The Landlord may recover actual damages and obtain injunctive relief in district or circuit court without posting bond for any noncompliance by the Tenant with the Rental Agreement or Paragraph 14 above.

If there is noncompliance by the Tenant with Paragraph 14 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen **(14)** days after written notice by the Agent specifying the breach and requesting that the Tenant remedy it within that period of time, the Agent may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the Alabama Uniform Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 14 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen **(14)** days after written notice by the Agent if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Agent may terminate the Rental Agreement. If the Rental Agreement is terminated, the Agent has a right to possession and for rent and a separate claim for actual damages for breach of the Rental Agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

Except as prohibited by applicable law, a Landlord may recover actual damages and obtain injunctive relief for noncompliance by the Tenant with Rental Agreement or the obligations of the Tenant under §35-9A-301 *Code of Alabama*.

26. REMEDY AFTER TERMINATION: If the Rental Agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement and court costs.

27. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes,

waterbeds, and auxiliary heaters without written permission from Agent.

28. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Agent concurrently with this Rental Agreement and shall be a part of this Rental Agreement.

29. **PETS:** Tenant shall not keep domestic or other animals on or about the Premises without the **PRIOR WRITTEN CONSENT** of the Agent. Agent, at Landlord's Agents sole discretion, may consent if Tenant makes the following payments:

NON-REFUNDABLE pet fee of **Two Hundred-fifty Dollars (\$250.00)** for a single pet. Additional amounts in increments of Fifty Dollars (\$50.00) per animal may be charged at the discretion of the Landlord.

Tenant shall pay Agent a monthly pet rent of **Twenty-five Dollars (\$25.00)**, each additional pet will be **\$10** additional per month.

Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

30. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the Premises as set forth by the Rental Agreement or violation of the Landlord's duties under the Alabama Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Agent has no notice of the violation of the duties, fourteen (**14**) days before rent is due for violations involving services other than essential services, or the Agent has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

31. **QUIET ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term mentioned without hindrance or interruption by the Landlord.

32. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

33. **SUBORDINATION:** This Rental Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

34. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this Rental Agreement, the Agent, at Agent's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (**15**) days prior to the effective date of alteration.

35. **SURRENDER OF PREMISES:** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Rental Agreement, reasonable wear and tear expected. Tenant shall execute a "Confirmation of Vacating Premises" form at the commencement of the Rental Agreement.

36. RULES AND REGULATIONS: The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Agent. The Tenant agrees to observe faithfully all rules and regulations that the Agent has now or may hereafter adopt for the use of the Premises.

37. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

38. LANDLORD'S AGENTS ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mail: Weichert Realtors-The Space Place
Attn: Ray Regner, Property Manager
6767 Old Madison Pike Suite 135
Huntsville, AL 35806

Phone: (540)220-5324 (cell)
256 – 270 – 0310 (Office)
Email: propmgmt.wrtsp@gmail.com

39. NOTICE: Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if personally served, posted on the Premises, or sent by United States mail, addressed as follows:

IF TO LANDLORD TO:

Landlord's Name: Ding Wei

Landlord's Address: PO Box 2431, Duluth, GA, 30096

IF TO TENANT TO:

Tenant's Name: Michael J. Muller

Tenant's Address: 120 Forest Glade Dr., Madison, AL 35758

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

40. DESCRIPTIVE HEADINGS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

41. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Rental Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

42. CONDITIONS OF NEIGHBORHOOD: Landlord hereby advises Tenant to satisfy all of Tenant's requirements regarding the area and neighborhood conditions, including but not limited to schools, location and

sufficiency of law enforcement, crime rate, proximity of registered offenders or felons, fire service and protection, and other governmental services; availability sufficiency and cost of any wired or wireless internet connections, or any other telecommunications or technology services; proximity to industrial commercial, or agricultural activities, existing and proposed construction, development, and transportation that may affect noise, traffic, or view; airport noise, or noise or odor from any source; domestic and wild animals; other nuisances, circumstances, or hazards; cemeteries, condition of any facilities or common areas; conditions and influences of significance to certain cultures and/or religions; and personal needs, preferences, and requirements of Tenant.

43. RECORDING OF AGREEMENT: Tenant shall not record this Rental Agreement on the Public Records of any public office. In the event that Tenant shall record this Rental Agreement, this Rental Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

44. GOVERNING LAW: This Rental Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

45. SEVERABILITY: If any provision of this Rental Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Rental Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

46. DEATH OF TENANT OR LANDLORD: If any party to this Lease (Landlord or Tenant) should die during the term of this Lease, the estate of the deceased may terminate this Lease by giving thirty (30) days written notice to the other party(ies). This right to terminate the Lease must be exercised within ninety (90) days of the date of death.

47. WAIVER: Landlord's acceptance of rent with knowledge of any default by Tenant or waiver by Landlord of any breach of any term of this Rental Agreement shall not constitute waiver of subsequent breaches. Failure to require strict compliance or to exercise any right shall not be constituted as a waiver by Landlord of said term, condition, and/or right, and shall not impact the validity or enforceability of any provision of this Rental Agreement.

48. ENTIRE AGREEMENT: This Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this Rental Agreement shall be valid unless accepted by Landlord in writing **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS RENTAL AGREEMENT.**

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

50. LOCKOUTS: Tenant agrees to pay a **Seventy-five Dollar (\$75.00)** fee to the agent when Tenant requests a key be delivered to the property during normal business hours. After hours, a **One Hundred Dollar (\$100.00)** fee will be charged for providing the key and/or unlocking the property. Should the Agent not be

available to unlock property, Tenant may contract, at Tenant's sole expense, with a professional locksmith to unlock the property.

51. ADDITIONAL TERMS:

Please provide a contact (not residing with you) in the case of an emergency:

Name: _____ **Relationship:** _____
Contact Number: Home: _____ **Cell:** _____

No Smoking: _____

Utilities and water will be transferred into tenants name upon possession of said property and proof shall be required of such transference prior to release of the key to said property.

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year above written.

Date: May 1, 2019

Tenant Michael Muller M. Mull

Home/Cell Phone 910-554-9204

Work Phone _____

Email juliamuller@gmail.com

Cell 910-580-5625 Yulia

Tenant _____

Home/Cell Phone _____

Work Phone _____

Email _____

Cell _____

Tenant _____

Home/Cell Phone _____

Work Phone _____

Email _____

Cell _____

Agent 

2 KEYS ISSUED
MAILBOX KEY
1 GARAGE DOOR OPENER
OTHER _____

