

ALABAMA MONTH-TO-MONTH LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement (“Agreement”) is made on the undersigned date by and between the Landlord and Tenant:

Landlord

Landlord's Name: _____
Mailing Address: _____

Tenant

Tenant's Name: _____
Additional Occupants: _____

2. **PROPERTY.**

- Property Address: [PROPERTY ADDRESS]
- Residence Type: Apartment House Condo Other: _____
- Bedroom(s): _____ Bathroom(s): _____

3. **TERM.**

- Start Date: _____
- Termination Period: _____ Days

4. **RENT.**

- Monthly Rent: \$ _____
- Due Date: _____ day of each month.

5. **SECURITY DEPOSIT.** (check one)

- **No Security Deposit.**
- **Security Deposit.**
 - Amount: \$ _____
 - Returning to Tenant: _____ days after lease termination.

6. **LATE FEE.** (check one)

- **No Late Fee.**
- **Late Fee:** (check one)
 - Fixed Amount. \$ _____ for each occurrence day rent is late.
 - Interest. _____ % per annum.

7. **NSF FEE.** (check one)

- No NSF Fee.

- NSF Fee: \$ _____

8. **EARLY MOVE-IN.** (check one)

- No Early Move-in.

- Early Move-in.

- Date: _____
- Prorated Rent. \$ _____

9. **PRE-PAYMENT OF RENT.** (check one)

- No Prepayment of Rent is Required.

- Prepayment of Rent is Required.

Pre-Payment Amount: \$ _____

Pre-Payment Period:

Start Date: _____

End Date: _____

10. **ACCEPTABLE PAYMENT METHODS.** The Landlord accepts any of the following payment methods from the Tenant: (check all that apply)

- ACH (electronic bank transfer)
- Cash
- Check
- Credit Card
- PayPal (e-mail is: _____)
- Venmo (e-mail/username is: _____)
- Zelle (e-mail/phone number is: _____)
- Other: _____

11. **PETS.** (check one)

- No Pets Allowed.

- Pets are Allowed.

Number of Pets: _____

Types: _____

Maximum Weight (per pet): _____ Pounds

Deposit (for all pets): \$ _____ refundable non-refundable

12. **SMOKING POLICY.** (check one)

- **No Smoking Allowed.**

- **Smoking is Allowed.**

13. **PARKING.** (check one)

- **No Parking Provided.**

- **Parking is Provided.** [#] parking spaces are provided with: (check one)

- No Fee.

- Fee (describe). _____.

14. **FURNITURE.** (check one)

- **Property is Not Furnished.**

- **Property is Furnished:** (check all that apply)

- Bathroom(s)

- Bedroom(s)

- Dining Room

- Kitchen

- Living Room

- Other: _____.

15. **APPLIANCES.** (check one)

- **Property Has No Appliances.**

- **Property Has Appliances:** (check all that apply)

- Ceiling Fans

- Dishwasher

- Dryer (for laundry)

- Garbage Disposal

- Microwave

- Refrigerator

- Stove / Oven

- Washing Machine

- Water Heater

- Other. _____.

16. **UTILITIES & SERVICES.** The Landlord is responsible for: (check one)

- **No Utilities & Services.**
- **Utilities & Services:** (check all that apply)
 - Cable (TV)
 - Gas / Oil / Propane
 - Electricity
 - Internet
 - Landscaping
 - Water / Sewer
 - Trash Removal
 - Other: _____.

17. **RENTERS INSURANCE.** (check one)

- **No Renters Insurance Requirement.**
- **Renters Insurance is Required.** \$[_____] is the minimum limit for property damage/loss and liability coverage per occurrence.

18. **MOVE-IN INSPECTION.** (check one)

- **No Move-In Inspection.**
- **Move-In Inspection is Required.**

19. **SUBLETTING.** (check one)

- **No Subletting Allowed.**
- **Subletting Allowed with the Landlord's Consent.**

20. **NOTICES.** If notice is sent by either Party, it shall be sent to:

- Landlord.** (check one)
- The address mentioned in Section 1.
 - _____.
- Tenant.** (check one)
- The address of the Property.
 - _____.

21. ADDITIONAL TERMS & CONDITIONS. [ADDITIONAL TERMS & CONDITIONS]

22. DISCLOSURES. The Landlord agrees to deliver the following to the Tenant: (check all that apply)

- Lead-Based Paint Disclosure
- Protect Your Family from Lead in Your Home and EPA Pamphlet
- Move-In Inspection Checklist
- _____
- _____
- _____

23. DEFINITIONS.

- i. Abandonment: If the Tenant leaves the Property for over seven days without notifying the Landlord, they are in default. The Landlord may inspect the Property with 24 hours' notice if they believe it is abandoned.
- ii. Access: The Landlord will provide the Tenant access (keys, fobs, etc.) upon lease start or early move-in, after required payments.
- iii. Additional Occupants: Individuals allowed to live with the Tenant. The Tenant is responsible for their actions.
- iv. Disclosures: Information provided to the Tenant in Section 22 is acknowledged as understood upon signing.
- v. Early Move-In: Allowed if noted in Section 8, with pro-rated rent due at signing. Tenant rights are the same as during the lease term.
- vi. Furnishings and Appliances: Landlord-owned items that must be returned in original condition, normal wear excluded.
- vii. Governing Law: This Agreement is governed by the laws where the Property is located.
- viii. Guests: Non-residents allowed for up to 48 hours.
- ix. Late Fee: A penalty for overdue rent, as per Agreement terms and Governing Law.
- x. Move-In Inspection: A review of Property condition at move-in to protect Tenant's Security Deposit.
- xi. Notices: The address for legal communication, stated in Section 20.
- xii. NSF Fee: Fee for insufficient funds, limited by Governing Law.
- xiii. Parking: Tenant uses parking at their own risk; Landlord is not liable for damage or loss.
- xiv. Pets: Costs for pet-related damages may be deducted from the Pet Fee or Security Deposit. Service animals are allowed with documentation.
- xv. Pre-Payment of Rent: Non-refundable and applied to specified dates only.
- xvi. Parties: Refers to the Landlord and Tenant.
- xvii. Property: The leased residential space as described in Section 2.
- xviii. Rent: Initial rent is due at signing; subsequent payments follow Section 4 instructions.

- xix. Renters Insurance: Recommended for Tenant to cover personal property and liability; if required, proof must be provided.
- xx. Security Deposit: Paid at signing, refundable per the terms or Governing Law.
- xxi. Smoking Policy: Refers to any inhalation method (smoking, vaping).
- xxii. Term: The rental period, with month-to-month termination options as per Governing Law.
- xxiii. Utilities & Services: Tenant covers utilities not specified as the Landlord's responsibility in Section 16.
- xxiv. Violation: Tenants jointly liable for all terms if one defaults.

24. MISCELLANEOUS TERMS.

- a) Active Military: Tenants may terminate lease for military reasons (station change or deployment) with notice and proof.
- b) Alterations: Tenant needs Landlord's consent for any Property changes.
- c) Compliance with Laws: Tenant must follow all local, state, and federal laws.
- d) Delivery and Possession: Landlord guarantees Property is habitable at move-in and must return it in similar condition at lease end.
- e) Dispute Resolution: Parties agree to arbitration if disputes cannot be resolved amicably.
- f) Equal Housing: Landlord will consider reasonable accommodations for disabilities.
- g) Indemnification: Tenant indemnifies Landlord against liabilities related to Tenant's occupancy.
- h) Maintenance: Landlord handles general upkeep; Tenant covers damage they cause.
- i) Occupancy Condition: Tenant accepts Property condition upon move-in.
- j) Right of Entry: Landlord may enter with 24 hours' notice for certain reasons.
- k) Quiet Enjoyment: Tenant and Landlord are entitled to peaceful occupancy.
- l) Sale of Property: Agreement remains valid if Property is sold; new owner's info provided.
- m) Severability: Invalid provisions don't affect the rest of the Agreement.
- n) Subletting: Allowed only with Landlord's written consent, following Agreement terms.

25. DEFAULT.

- 1) Tenant's Default: Occurs if rent isn't paid or if other terms are breached. Landlord may pursue legal remedies.
- 2) Landlord's Default: If the Landlord fails obligations, Tenant may take legal action or deduct repair costs.
- 3) Notice of Default: Written notice required for any default.

26. PROHIBITED ACTIONS.

- i. Assignment: Tenant can't transfer Agreement without Landlord's approval.

- ii. Hazardous Materials: No flammable/explosive items on Property.
- iii. Illegal Activity: No illegal activity on Property. Violations can lead to eviction.
- iv. Residential Use Only: Property for residential use only.
- v. Waterbeds: Prohibited due to potential damage.

27. Entire Agreement This Agreement supersedes all prior discussions and binds both Parties until the lease term expires or is terminated early.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature: _____ Date: _____
Print Name: _____

Tenant's Signature: _____ Date: _____
Print Name: _____

Tenant's Signature: _____ Date: _____
Print Name: _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$[AMOUNT] (section 4)

Security Deposit: \$[AMOUNT] (section 5)

Early Move-in (Proration Amount): \$[AMOUNT] (section 8)

Pre-Payment of Rent: \$[AMOUNT] (section 9)

Pet Deposit \$[AMOUNT] (section 11)

Parking Fee: [DESCRIBE PARKING FEE] (section 13)

Total Amount Due: \$[AMOUNT]

ALABAMA LEASE DISCLOSURES

1.) Lead-Based Paint Disclosure & EPA Pamphlet (conditional). If the residence was constructed before January 1, 1978, the disclosure must be completed and signed.

2.) Owner/Manager Identification. All agreements must state the name and address of the person in charge of maintaining the premises, whether the landlord or someone instructed to act on their behalf.

3.) Abandonment. This Agreement requires the Tenant to give notice to the Landlord of an anticipated extended absence more than 14 days pursuant to Section 35-9A-304 and the Tenant willfully fails to do so, the Landlord may recover actual damages from the Tenant.