



STATE OF ALABAMA
COUNTY OF BALDWIN

RESIDENTIAL RENTAL AGREEMENT

THIS **RESIDENTIAL RENTAL AGREEMENT** (this “Agreement”) is made in _____, Alabama, on this _____ day of _____, 20____, by and between _____, as tenant(s) (“Tenant”), and **Property Handlers, LLC**, as landlord (“Landlord”), with the Landlord acting as property manager and agent for _____ (“Owner”), and shall provide as follows:

1. **GOVERNED BY ACT:** This Agreement is governed by the provisions of the Alabama Uniform Residential Landlord and Tenant Act, as amended (the “Act”).

2. **LANDLORD AS AGENT FOR OWNER:** Landlord is the lawful agent of Owner and is authorized to act on behalf of Owner under all terms of this Agreement. Tenant agrees that if the current Landlord’s agency is terminated, Landlord will not be held liable for any of Owner’s or Owner’s new agent’s actions post-termination of said Landlord as Owner’s agent. Change in Owner’s use of agent does not, in any way, affect the validity of this Agreement, even if Landlord signed/executed the lease as the agent of Owner.

3. **LOCATION; USE:**

(a) Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, a certain parcel of property located in Baldwin County, Alabama, together with all improvements located thereon, which is more particularly described as follows (the “Premises”):

(b) Tenant hereby agrees that the Premises shall be used only as a private dwelling and for no other different objects or purposes, except with the express written permission of Landlord.

4. **TERM:** This Agreement shall commence on the _____ day of _____, and end on the _____ day of _____. Tenant covenants that upon the termination of this Agreement, or any extension thereof, 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 will return all keys to the Landlord.

5. **LEAD-BASED PAINT DISCLOSURE:** See Lead-Based Paint Disclosure Addendum attached, if applicable (only applies to most rental properties built before 1978).

6. RENTAL APPLICATION: Tenant acknowledges that Landlord has relied upon the rental application submitted by Tenant (the "Application") as an inducement for Landlord's agreement to enter into this Agreement, and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Application prove to be materially misleading or untrue, Landlord shall have the right to terminate this Agreement and Tenant's residency immediately and to collect from Tenant any damages resulting therefrom.

7. RENT:

(a) Tenant agrees to pay Landlord a rent of \$ _____ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ _____ per year. The rent is payable to: PROPERTY HANDLERS, LLC, or to such other party and/or at such other address as Tenant may be advised from time to time in writing by the Landlord. Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Agreement.

(b) Tenant further agrees to pay a late fee of fee of **\$35.00** after the fifth (5th) day of the month, and an additional late fee of **\$25.00** per day if rent is paid after the tenth (10th) day of the month. Where the term of this Agreement commences or terminates on a day other than the first (1st) day of the month, Tenant shall pay rent unto Landlord in the amount of \$ _____ per day for each day of the month of commencement or termination of this Agreement, payable prior to Tenant taking possession upon commencement of this Agreement, and payable on the first (1st) day of the final month of this Agreement upon termination.

8. NON-DELIVERY OF POSSESSION: In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents 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 agents, then this Agreement and all rights hereunder shall terminate.

9. OCCUPANTS: Tenant hereby acknowledges and agrees that only the persons designated in this Agreement as "occupants" (or as further modified or agreed to in writing by Landlord) shall reside in the Premises. In no event shall more than _____ persons be allowed to occupy the Premises. For purposes of this Agreement, the following persons are designated by Tenant as "occupants":

10. RETURNED CHECKS: Tenant agrees to pay \$40.00 for each dishonored rent check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth (6th) 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, any pet deposit, or the first month's rent is returned for insufficient funds, Landlord may declare this Agreement void and immediately terminated.

11. RENEWAL TERMS: Any party may terminate this Agreement at the end of the initial term by providing the other parties with at least thirty (30) days advance written notice; provided, however, that if no such notice is given, this Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this Agreement. In the event that the term of this Agreement is so extended on a month-to-month basis, at least thirty (30) days advance written notice shall be required to terminate this Agreement.

12. SUBLEASE: Tenant shall not assign or sublet the Premises or any part thereof without the prior written consent of Landlord. Tenant must have written permission from Landlord for any guest to occupy the Premises for more than fourteen (14) consecutive days or more than thirty (30) days per year.

13. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except for the following: _____, which will be paid by Landlord. In the event of Tenant default on payment of said utilities, Landlord may pay and charge Tenant therefor 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 Agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to the Premises during the term of this Agreement.

14. TENANT OBLIGATIONS:

(a) Tenant agrees to comply with the provisions of *Ala. Code* §35-9A-301, and to keep the Premises and all parts thereof in a safe and clean condition. Tenant shall keep the yard mowed and watered, keep the roof and gutters free of debris, keep any shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's hazardous materials. Tenant agrees to comply with the Act, this Agreement, and any and all rules and regulations that the Landlord may adopt from time to time concerning the Tenant's use and occupancy of the Premises.

(b) 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 any other Tenants' or neighbors' peaceful enjoyment of the Premises or the properties located near the Premises. Tenant, or any member of Tenant's family, guest or other person under Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of and material noncompliance with this Agreement, and shall be grounds for termination of this Agreement and eviction of Tenant from the Premises.

(c) 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 his/her tenancy and replace any burned out light bulbs. Tenant agrees to immediately report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the Premises. Tenant also agrees to pay for the cost of all repairs made necessary by the negligence or careless use of the Premises by Tenant or his/her guests, and to pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant or his/her guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

(d) Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance concerning the Premises, 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 the Premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of Tenant for the cost of restoring the Premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT. Tenant shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall in or on the Premises without the written consent of Landlord. All improvements made by Tenant to the Premises shall become the property of Owner. Locks/deadbolts shall not be changed without the express permission of Landlord and a working copy of the new key being delivered to Property Handlers LLC within 3 business days of the lock change. Tenant agrees to indemnify and hold Landlord harmless from and against any property damage and mechanics' or materialmen's liens arising during the Term, or for any claim for injury to any person which may be on the Premises.

(e) Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenant will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

(f) Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of execution of this Agreement in good order, repair, and in a safe, clean and tenable condition. Each of Landlord and Tenant acknowledges that materials which contain asbestos, lead paint and other potentially hazardous substances may cause injury to health. Landlord does not covenant to repair or remove any of such hazardous substances. Notwithstanding this fact, Tenant desires to lease the Premises. Tenant acknowledges the foregoing and accepts the Premises in their "as is" condition. Tenant agrees that no representation as to condition or repair has been made by Landlord except as is contained in this Agreement, and agrees that no promise to decorate, alter, or improve the Premises has been made except such as is contained in this Agreement.

15. 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 Act. 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 Landlord related to the Premises. Tenant – not Landlord – is responsible for changing batteries in smoke detectors.

16. ESSENTIAL SERVICES AND APPLIANCES: Landlord is required to provide essential services (i.e., sanitary plumbing or sewer services, electricity and gas) where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except to the extent that the Premises is not required by law to be equipped for that purpose, or the Premises 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 Premises are specifically included by this Agreement as being deemed to be supplied by Landlord: O stove, O refrigerator, O dishwasher, O disposal, O washer, O dryer, O microwave, O trash compactor, O other: _____.

17. TENANT'S PERSONAL PROPERTY; INSURANCE:

(a) All personal property placed in or about the Premises shall be at the risk of Tenant, or the parties owning the same, and in no event shall Landlord or Owner be liable for the loss of or damages to such property or for any act or negligence of any employer or of any co-tenants or servants of tenants or occupants or of any other person whomsoever in or about the Premises.

(b) Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes.

18. RIGHT TO ACCESS:

(a) Tenant shall not unreasonably withhold consent to Landlord or Owner to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord or Owner shall have the right to display on the Premises "For Rent", "For Sale" or other similar signs, and to advertise the same for lease, and may at any time remove placards, signs, fixtures, alterations, or additions not in conformity with this Agreement, or with the rules and regulations now or hereafter adopted by Landlord. Landlord or Owner may make such repairs and alterations as may be deemed necessary by Landlord or Owner to the preservation of the Premises.

(b) Notwithstanding anything herein to the contrary, Landlord, Owner or Landlord's agent may enter the Premises without consent of Tenant in the case of an emergency.

(c) Neither Landlord nor Owner shall abuse the right of access or use it to harass Tenant. Except in cases of emergency or unless it is impracticable to do so, Landlord or Owner shall give Tenant at least two (2) days' notice of the Landlord or Owner's intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the Premises stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of Landlord or Owner's right of access to the Premises or such notice may be given by email or phone call or phone message to Tenant.

(d) Other than as provided herein, Landlord or Owner has no other right of access to the Premises, except pursuant to court order, as permitted by the Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless Tenant has abandoned or surrendered the Premises, or as otherwise allowed by law.

19. MILITARY CLAUSE: If Tenant is a member of the Armed Forces of the United States, stationed in the _____, Alabama area, and shall receive permanent change of station orders out of the _____, Alabama area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, 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 the 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 Agreement voids any consideration or protection offered by this Paragraph 19.

20. DESTRUCTION OR DAMAGE TO PREMISES: If the Premises are damaged or destroyed by fire or casualty not caused by Tenant, to the extent that normal use and occupancy of the Premises is substantially impaired, Tenant may:

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

(b) if continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty not caused by Tenant, in which case Tenant's liability for rent is reduced in

proportion to the diminution in the fair-market rental value of the Premises.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, if this Agreement is terminated, Landlord shall return the security deposit to Tenant with proper accounting as required by the Act. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. Landlord shall withhold Tenant's security deposit if the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, with proper accounting as required by the Act.

21. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord 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 Owner. In the event substantially all of the Premises shall be taken, this 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 Premises shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of 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 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.

22. ABSENCE, NON-USE AND ABANDONMENT: Tenant shall notify Landlord of any anticipated extended absence from the premises in excess of fourteen (14) days no later than the fifth (5th) day of the extended absence. Tenant hereby acknowledges and agrees that the unexplained absence of Tenant from the Premises for a period of fourteen (14) days shall be construed as abandonment of the Premises. If at any time during the term Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or conversion or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$[no more than one month's rent] to be held as security for the full and faithful performance by Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this Agreement. Upon termination of the tenancy, property or money held by Landlord as 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 Agreement and/or the Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice to Tenant together with the amount due to Tenant, if any, within sixty (60) days after termination of the tenancy and delivery of possession by Tenant. This obligation is met when Landlord mails the portion of the deposit owed and/or the written notice within sixty (60) days by first class mail or better. Tenant shall provide Landlord in writing with a forwarding address or new address to which the written notice and amount due from Landlord may be sent.

24. NONCOMPLIANCE WITH THIS AGREEMENT OR FAILURE TO PAY RENT:

(a) If there is a noncompliance by Tenant with this Agreement other than nonpayment of rent, or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and advising the Tenant that this Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice if the breach is not remedied within such fourteen (14) day period. This Agreement shall terminate as provided in said 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 fourteen (14) days but is commenced within the fourteen (14) day period and is pursued in good faith to completion within a reasonable time, this Agreement shall not terminate by reason of the breach.

(b) If rent is unpaid when due and the Tenant fails to pay rent within seven (7) days from the date due, the Landlord may terminate this Agreement provided the Landlord has given the Tenant written notice of nonpayment and of Landlord's intention to terminate this Agreement if the rent is not paid within such seven (7) day period.

(c) 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 this Agreement or Paragraph 12 above as provided by the Act.

(d) If there is noncompliance by the Tenant with Paragraph 12 above, and such noncompliance materially affects 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 the case of an emergency, or within seven (7) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord, Owner, or Landlord's agent may enter the Premises and cause the work to be done in a workmanlike manner, and shall in addition have the remedies available under the Act.

(e) If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the subparagraph (d) above, and the Tenant fails to comply as promptly as conditions require in the case of an emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate this Agreement. If this Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of this Agreement. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

(f) Except as prohibited by applicable law, Landlord may recover actual damages and obtain injunctive relief for noncompliance by Tenant with this Agreement, or the obligations of the Tenant in *Ala. Code* §35-9A-301.

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

26. TENANT'S HOLD OVER: If Tenant remains in possession of the Premises after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent

shall then be due and owing at 125% of the monthly rental due in the last month of the Term per month in advance and such tenancy shall be terminable upon thirty (30) days written notice served by either party.

27. NOTICE: Landlord and Owner receive notice when it is delivered at the place of business of the Landlord through which this Agreement was made or at any place held out by Landlord as the place of receipt of the communication.

28. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters in or on the Premises without express written permission from Landlord.

29. 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 Landlord concurrently with this Agreement and shall be deemed to be a part of this Agreement.

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

(a) a non-refundable fee of \$ _____; and

(b) a refundable deposit for the pet(s) in the total amount of \$ _____, for the term of this Agreement.

Tenant shall be responsible for the animal, its behavior, and any damage done by any animal or pet kept on the Premises. 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.

31. PEACEFUL ENJOYMENT: Landlord covenants that Tenant, on paying the rent and performing the covenants contained in this Agreement, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of this Agreement without hindrance or interruption by the Landlord.

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

33. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on the Premises by Owner. Tenant shall upon request by Landlord or Owner execute a subordination of its rights under this Agreement to any mortgage given by Owner hereunder for the Premises. Tenant shall upon request by Landlord or Owner promptly execute a certification of good standing certifying the terms of this Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

34. RENTAL RATE ADJUSTMENT: On and after the expiration of the initial term of this Agreement, the Landlord, at Landlord'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. RULES AND REGULATIONS: The Tenant agrees to observe faithfully any and all rules and regulations that the Landlord has now or may hereafter adopt for the use of the Premises.

36. JOINT RESPONSIBILITY: If this 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.

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

Mail: P.O. Box 586
Silverhill, AL 36576

Phone: 251-978-9060

Other:

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

39. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail, 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.

40. ENTIRE AGREEMENT. This 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 Agreement shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

41. 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 any Real Estate Broker representing Tenant or Landlord, or their respective 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. The parties have fully read and understand this Agreement and the meaning of its provisions. The parties are legally competent to enter into this Agreement and to fully accept responsibility. The parties have been advised to consult with counsel before entering into this Agreement and have had the opportunity to do so.

42. PERSONAL INJURY: As a part of the consideration hereof, Tenant hereby covenants and agrees to hold Landlord, Owner, and Landlord and Owner's servants, agents, and employees, free

and harmless from any and all liability for claims for damages, or other claims for personal injury or death, sustained by Tenant or any other person while on the Premises or adjacent thereto during the terms of this Agreement as a result of negligence or other conduct of Landlord, Owner, or Landlord or Owner's servants, agents, or employees.

[signature page to follow]

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

THIS AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both Landlord and Tenant. Provisions of this Agreement shall bind and inure to the benefit of Landlord, Owner, and 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 undersigned hereby execute and deliver this Agreement as of the day and year first written above.

LANDLORD:

(for itself and as agent for and on behalf of Owner)

Sign: _____

Its: _____

TENANT:

Sign: _____

Print: _____

SSN : _____

TENANT:

Sign: _____

Print: _____

SSN : _____