



SHORT-TERM LEASE

I. THE PARTIES. This Lease Agreement (“Agreement”) made this {DAY} day of {MONTH}, {YEAR} is between Rollins Crawford Properties, LLC with a mailing address of 609 85th St S, Birmingham, AL 35206 (“Landlord”), AND {TENANT} (“Tenant”).

Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a Weekly lease for Premises. The Tenant shall be allowed to occupy the Premises on a weekly arrangement starting on {LEASE START DATE} and ending upon written notice of Seven (7) days from either Party to the other Party (“Lease Term”). It is recognized that the minimum termination period for the State of Alabama is Seven (7) days.

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

X - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant:

{ADDRESS}, Birmingham, AL 35206
Residence Type:
Bedroom(s):
Bathroom(s):

The aforementioned property shall be leased wholly by the Tenant (“Premises”).

V. PURPOSE. Tenant and Occupant(s) may use the Premises as a residential dwelling only.

VI. FURNISHINGS. The Premises is to be furnished with the following items: Washer, Dryer, Stove, Refrigerator, Microwave, Toaster, Dishes, Flatware, Cookware & Utensils, Furniture, Furnishings, Linens, Introductory supply of personal consumables.

VII. APPLIANCES. The Landlord shall provide the following appliances: Listed Section VI.

VIII. RENT. The Tenant shall pay the Landlord, in equal weekly installments, {RENT AMOUNT} WEEKLY (“Rent”). The Rent shall be due and payable no later than Sunday, the First Day of the week (“Due Date”) for which the rental payment applies (“Rental Period”) and paid under the following instructions:

1. Rent will be paid electronically by Venmo to account “@JamesMRollins” and any transaction fee incurred in payment of Rent will be paid by Tenant upon request of Landlord.



2. Weekly Rent payments MAY be paid in advance for the convenience of Tenant as a “Bundled Payment” and Bundled Payments will not affect any other section of the Lease and are NOT Pre-Payments (Section XII).

4. Bundled Payments which have been made and apply to days following termination or expiration of Lease ARE refundable according to the Terms herein.

IX. PAYMENT BY CHECK. Checks and Cash are not accepted in payment of Rent.

X. LATE FEE. If Rent is not paid on or before the Due Date there shall be a penalty of Ten Dollars (\$10) PLUS one dollar per day, due as a One-Time Additional Payment to be made before the start of the next Rental period. Rent is considered late when it has not been paid within 1 day(s) after the Due Date.

XI. FIRST (1ST) RENT PAYMENT. The Tenant is required to pay at a minimum the First Weeks rent upon the execution of this Agreement PLUS the Last Week’s Rent payment PLUS Security Deposit (4 Week’s Rent) PLUS Terminal Cleaning Fee AND Pet Fees for the initial six week’s payment period.

XII. PRE-PAYMENT. The Tenant shall Not be required to Pre-Pay Rent with the exception of Section X1.

XIII. PRORATION PERIOD. The Tenant shall Not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement, Landlord requires a payment in the amount of 4 WEEKS of Rental Payments (“Security Deposit”) for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 30 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

XVI. PARKING. The Landlord shall provide 1 parking space(s) to the Tenant for a fee of \$0 to be paid at the execution of this Agreement. The parking space(s) is/are described as: {DESCRIPTION}. Tenant shall NOT block the drive or prohibit upstairs tenants from accessing the Rear of the driveway.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant 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 has the right to terminate this Agreement by providing 7 days’ notice to the Tenant.

XVIII. UTILITIES. The Landlord shall provide an the following utilities and services (Utilities Allowance) to the Tenant, in exchange for Rent: Electricity, Water and Wi-Fi services not to exceed \$55/week. This amount is the historical average of utility expenses for the unit. Upon expiration or termination of Lease, utilities billings incurred by Tenant in excess of this amount will be itemized and charged to Tenant. Any utilities or services not mentioned will be



the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant shall have the right to terminate this Agreement at any time by providing at least 7 days' written notice to the Landlord. During the notice period for termination the Tenant will remain responsible for the payment of rent.

XX. SMOKING POLICY. Smoking on the Premises is permitted ONLY in the following areas: Outdoors on the deck and porch and utilizing ash trays provided.

XXI. PETS. The Tenant shall have the right to have pet(s) on the Premises consisting of dogs and/or cats that are not to weigh over 50 pounds upon payment of a non-refundable Pet Fee of \$100. The fee covers all pets for each Lease Period. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

XXII. WATERBEDS. The Tenant shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall be made in writing by means of the following:

U.S. Mail to:

Landlord's / Agent's Address: 609 85th St S, Birmingham, AL 35206

Tenant's Mailing Address: The Premises

Text via Telephone:

Landlord's / Agent's Telephone: Marcus: 205.821.3565

Tenant's Telephone: 662.816.4534

Notice of change of address or phone number must be made prior to the change.

XXIV. AGENT/MANAGER. The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair by means in Section XXIII.

XXV. POSSESSION. Tenant 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 shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon 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 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 shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not sublet the Premises without the written consent



from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises 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 vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant 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.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice 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.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide Landlord's Quiet Time restrictions as described in the House Rules manual on the Premises.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s) unless agreed in writing by Landlord. Daytime Guests are allowed pursuant to the House Rules Manual on the Premises. Overnight Guests are permitted with prior written consent of Landlord pursuant to the House Rules Manual.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be



hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this 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.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant,



under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XLII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVII. LEAD PAINT. The Premises was built prior to 1978 and has been completely renovated in both 2001 and again in 2021 and no lead paint remains and no records exist relative to lead paint on the Premises.

XLVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Alabama.

XLIX. ADDITIONAL TERMS AND CONDITIONS.

1. **HOUSE RULES:** The Premises exist primarily as an Airbnb short-term rental and must be maintained to the standards of that business relationship. Tenant agrees to abide by House Rules found in the House Rules Manual on the Premises to the extent that they do not conflict with the Lease.

2. **CLEANING:** A cleaning will be carried out by RCP cleaning contractors upon termination or expiration of the Lease in the amount of \$75 (Seventy Five Dollars). This fee is collected at



Lease signing. Additional cleanings may be requested by Tenant in the amount of \$75 (with laundry service) or \$50 (without laundry service). RCP cleaning crews will perform cleanings at the premises No Less Than once every 30 days, payable by Tenant at \$50 per cleaning (with no laundry service).

3. TENANT FURNITURE & FURNISHINGS:

- A. Tenant will NOT move furniture into the Premises.
- B. Premises furnishings fulfill RCP Airbnb obligations and shall remain in place as they were at the inception of Lease. Costs incurred in the re-establishment of Pre-Lease conditions will be charged to Tenant.

4. TENANT WILL PROVIDE via Tenant Application Request Form, Exhibit B

- A. 3-year work history with supervisor name(s) and current contact phone and email contact information on the form provided
- B. 3-year residence history with current landlord contact information included
- C. Credit score current within 30 days of application date
- D. Permission for Landlord to perform a criminal and personal background check on each Tenant and Occupant at a cost of \$30 per occupant payable at the time of application

The Lease WILL NOT be executed without provision of 4.A-D and acknowledgement in writing by Landlord of a satisfactory background check result by Landlord's sole discretion.

L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces and precedes all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____



EXHIBIT A: Tenant payment schedule

AMOUNT (\$) DUE AT SIGNING

First Week's Rent:	\$	
Last Week's Rent:	\$	
Security Deposit: Four Week's Rent (\$335 x 4 weeks):	\$	
Terminal Cleaning Fee:	\$	75.00
Pet Fee(s):	\$	
Pre-Payment of Rent:	\$	
Total Amount:	<u>\$</u>	

SUBSEQUENT WEEKLY AMOUNT (\$) DUE

Rent:	\$
Pet Fee:	\$
Cleaning Fee (optional \$50 or \$75 or mandatory @ 30 days \$50)	\$
Total Amount:	<u>\$</u>

Print Tenant Name: _____

Tenant Signature: _____ Date: _____



EXHIBIT B: Tenant Application Request Form Per Applicant 18+ Years Of Age

SUBMIT \$30 non-refundable with this application

PRIMARY APPLICANT NAME: _____ Age: _____
Number of occupants additional to Primary Occupant: _____

ADDRESS HISTORY

Current Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

Prior Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

Prior Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

EMPLOYMENT HISTORY

Current Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Prior Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Prior Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Attach credit score printed from a recognized source within the last 30 days

I authorize Landlord to obtain a personal/criminal background check on me and that Landlord may accept or decline my application at their sole discretion based on the content of that report.

Signed: _____, Tenant

Printed Name: _____, Tenant



EXHIBIT B: Tenant Application Request Form Per Applicant 18+ Years Of Age

SECONDARY APPLICANT NAME: _____ Age: _____

SUBMIT \$30 non-refundable with this application

ADDRESS HISTORY

Current Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

Prior Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

Prior Address: _____ City: _____ State: _____

Years At This Address: _____ Own Rent Landlord Name: _____

Landlord Tel: _____ Landlord email: _____

EMPLOYMENT HISTORY

Current Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Prior Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Prior Employer: _____ City: _____ State: _____ Years: _____

Supervisor Name: : _____ Tel: _____

Supervisor email: _____

Attach credit score printed from a recognized source within the last 30 days

I authorize Landlord to obtain a personal/criminal background check on me and that Landlord may accept or decline my application at their sole discretion based on the content of that report.

Signed: _____ , Tenant

Printed Name: _____ , Tenant