



Kahn - A Family Serving the Alabama Business Community Since 1871

## Addendum to Lease

\_\_\_\_\_ **1. TRANSFER/MILITARY TRANSFER:** If tenant(s) is required by his/her employer to establish a new residence more than Fifty (50) miles from the leased premises, and such requirements are verified by the employer in writing, tenant(s) shall have the right to terminate his/her lease by giving Thirty (30) days written notice.\* Employment by a different company does not constitute a job transfer. PCS after ACSC or AWC and Volunteer Separation shall not constitute a military transfer under this clause. DEPOSIT IS FORFEITED IN THE EVENT OF A TRANSFER. \*The Thirty (30) day notice must be given either at the end of the month or beginning of the next month to become effective the following month (Example: Notice given 6/30 or 7/1 becomes effective 8/1).

\_\_\_\_\_ **2. SUBLEASING OR RE-LEASING:** If the tenant(s) finds it necessary to move prior to the termination of the lease and wishes The David Kahn Company to try to sublease or release the property, there WILL BE a \$250.00 fee payable to The David Kahn Company when efforts begin to find a new tenant(s). No guarantee can be made as to the success or timing of locating an approved new tenant(s) for the property. DEPOSIT IS FORFEITED AND THE TENANT(S) IS RESPONSIBLE FOR RENT UNTIL A NEW TENANT(S) IS FOUND.

\_\_\_\_\_ **3. RENEWALS:** A written notice sixty (60) days prior to the expiration of the lease must be submitted to the Landlord expressing your intention to renew the lease or vacate the premises. The security deposit may be forfeited if the sixty (60) day notice is not given.

\_\_\_\_\_ **4. UTILITIES:** Tenant(s) must have all utilities transferred into his/her own name effective at the starting date of the lease through the last day of their lease.

\_\_\_\_\_ **5. PETS:** Tenant(s) SHALL NOT keep any pets on or about the premises without WRITTEN consent of the Landlord. Tenant(s) MUST pay a NON-REFUNDABLE pet fee of \$250.00 for the first pet and \$50.00 for each additional pet, which is also NON-REFUNDABLE. Tenant(s) is also responsible for any damage to the building or grounds that may be caused by said pet.

\_\_\_\_\_ **6. RENT:** Rent is due on the FIRST (1<sup>st</sup>) DAY of the month and past due after 5:00 pm on the FIFTH (5<sup>th</sup>) DAY of the month. A 15% LATE FEE will be charged if rent is NOT PAID by the FIFTH (5<sup>th</sup>) DAY of the month.

\_\_\_\_\_ **7. INSUFFICIENT FUND CHECKS (NSF):** There will be a \$\_\_\_\_\_ fee for checks returned to The David Kahn Company marked as Insufficient Funds. If one check is returned twice or a second NSF is received, we will ONLY ACCEPT cashier's checks or money orders for future payments. A check not made good immediately on notification WILL BE forwarded to the Worthless Check Unit of the District Attorney's Office.

\_\_\_\_\_ **8. REPAIRS:** Owner is responsible for all necessary repairs during the first thirty (30) days of occupancy. After the first thirty (30) days, tenant(s) shall be responsible for any minor repairs and maintenance (see definition below) up to an including \$\_\_\_\_\_. Owner will pay the amount over \_\_\_\_\_.

### REPAIR DEFINITIONS:

**MAJOR REPAIR:** Is, the REPLACEMENT of appliances, drainage system, toilets, sinks, total faucet and shower fixtures, heating, ventilation, and air conditioning systems, roofs, fascia boards, soffits, gutters, and doors unless due to Tenant (s) abuse or neglect.

**MINOR REPAIR:** Is, the REPAIR of leaky faucets, leaking drains, clogged drains, clogged disposals, and the replacement of stove/oven elements, parts, drip pans, knobs, vent fan parts, dishwasher parts, tub parts, sink parts, light bulbs, refrigerator parts, screens, window glass, door knobs and locks, and light switches.

\_\_\_\_\_ **9. GROUNDS:** Tenant(s) is responsible for the upkeep of the grounds including grass, shrubbery, and trees, as well as any damage an animal may do. If applicable, tenant(s) is responsible for upkeep and repairs to pool and pool equipment. Example, if a portable swimming pool and/or shed is installed and then moved, all grass needs to be replaced under the pool/shed area. Yard must be watered and maintained at all times. No parking of any kind on the grass area. No junk cars or other debris is to be stored on the property.

\_\_\_\_\_ **10. PAINTING:** Tenant(s) will not touch up paint or spot paint the walls or woodwork without prior written approval.

\_\_\_\_\_ **11. CONTROVERSIES, CLAIMS, COMPLAINTS OR DISPUTES/BINDING ARBITRATION:** By signing this addendum, the tenant(s) agree that the property may be involved in Interstate Commerce and that any controversy, claim, complaint, or dispute arising between the tenant(s) and The David Kahn Company as the assigned representative of the property owner is to be settled by binding arbitration. Tenant(s) specifically waives any rights they have to commence an action other than arbitration. Tenant(s) agree that controversies, claims, complaints, or disputes arising or evolving out of or relating to this contract or breach thereof, shall be settled under Commercial Arbitration Rules then in force of the American Arbitration Association, and tenant(s) agree to be bound by the decision of the arbitration. The decision of the Arbitrator shall be a final and binding resolution, which may be entered as judgment by a court of competent jurisdiction; and may be enforced by use of legal remedies. Furthermore, The David Kahn Company reserves the right to choose not to participate in arbitration and to pursue collections of any and all monies owed by the undersigned tenant(s) in a court of competent jurisdiction. In all events, The David Kahn Company shall not be liable for any indirect, special, consequential, or punitive damages and/or loss to tenant(s).

\_\_\_\_\_ **12. CARPET CLEANING:** Prior to keys being returned, tenant(s) are responsible for having the carpet professionally cleaned, by licensed professional companies and for providing proof of such services with a paid receipt.

\_\_\_\_\_ **13.** If the property is made unavailable during the term of this lease for any reason not controlled by The David Kahn Company, The David Kahn Company will be held harmless and no claim shall be made against The David Kahn Company.

\_\_\_\_\_ **14.** It is the tenant(s)'s responsibility to check smoke detectors on a monthly basis and to replace batteries as needed. The HVAC filter should be checked monthly also and replaced as needed. Notify the Property management Department IMMEDIATELY IN WRITING if there are any problems.

\_\_\_\_\_ **15.** A copy of the Move-In Form has been explained and issued to tenant(s) and **MUST** completed and returned to The David Kahn Company **within one (1) week** of occupancy.

Tenant(s) acknowledges that The David Kahn Company pledges themselves to protect and promote the interest of their client, the owner, but remains obligated to treat all parties honestly and fairly.

**FORFRITURE OF SECURITY DEPOSIT**

*I(We) fully understand that if I(We) fail to take possession of \_\_\_\_\_ at the beginning of the lease, through no fault of The David Kahn Company or the lesser, that I forfeit my full deposit of \$ \_\_\_\_\_.*

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

If in the future, you decide to purchase a home other than the one that you are currently leasing, please contact David Kahn or Terri Martin at The David Kahn Company Real Estate (277-5990) and you will be eligible to receive a discount on the purchase price of your home which will be paid to you at closing. Visit DavidKahn.com, Relocation Super Saver, for more information. Your initial contact must be with David Kahn or Terri Martin and you must register with them to receive the discount. The discount is applicable only at closing and not after the closing.