

# Alabama Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Alabama Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. Per Ala. Code § 35-9A-201 (1975), Landlord

may not demand or receive money as security, in an amount in excess of **one month's periodic rent**, *except* for pets, changes to the Premises, or increased liability risks to Landlord or the Premises.

**B. Allowable Charges; Return Of Security Deposit.**

i. Per Ala. Code § 35-9A-201 (1975), upon termination of the tenancy, money held by Landlord as security may be applied to the payment of accrued rent and the amount of damages that Landlord has suffered by reason of Tenant's noncompliance with Tenant's maintenance responsibilities or Ala. Code § 35-9A-301 (1975) all as itemized by Landlord in a written notice delivered to Tenant together with the amount due **60 days** after termination of the tenancy and delivery of possession.

ii. If Landlord does not refund the entire deposit, Landlord, within the **60-day period**, shall provide Tenant an itemized list of amounts withheld.

iii. Upon vacating the Premises, Tenant shall provide to Landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If Tenant fails to provide a valid forwarding address, Landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of Tenant or, if none, to Tenant at the address of the Premises. Any deposit unclaimed by Tenant as well as any check outstanding shall be forfeited by Tenant after a period of **90 days**.

iv. Per Ala. Code § 35-9A-201(f) (1975), if Landlord fails to mail a timely refund or accounting within the **60-day period**, Landlord shall pay Tenant **double the amount of Tenant's original deposit**.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

**10. UTILITIES.**

A. Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. **[Note: per Ala. Code § 35-9A-404(a) (1975), Landlord is not responsible for the payment of utility services unless agreed in this Agreement].** Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

B. Per Ala. Code § 35-9A-404 (1975), if Landlord is obligated by this Agreement or by Ala. Code § 35-9A-204 (1975) to provide utilities and Landlord willfully or negligently fails to promptly make available heat, running water, hot water, electric, gas, or other essential service; Tenant may (after providing notice of the breach):

- i. send a written notice specifying the date of termination not less than 14 days after receipt of notice and upon vacation of the Premises, this Agreement shall be rightfully terminated without further obligation or penalty. If this Agreement is terminated pursuant to this section, Landlord shall return all security recoverable by Tenant per this Agreement and all unearned prepaid rent; or
- ii. recover damages based upon the diminution in the fair rental value of the Premises.

If Tenant proceeds under this subsection, Tenant may not terminate this Agreement under Ala. Code § 35-9A-401 (1975) as to that breach.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

- i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
- ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** Per Ala. Code § 35-9A-441(c) (1975), if Tenant remains in possession without Landlord's consent after expiration of the term of this Agreement or its termination, Landlord may bring an action for possession and if Tenant's holdover is willful and not in good faith Landlord may also recover an amount equal to not more than **three months' periodic rent of \${MonthlyRent} or the actual damages** sustained by Landlord, whichever is greater, and reasonable attorneys' fees. If Landlord consents to Tenant's continued occupancy, the tenancy shall be month-to-month, and all other terms and

conditions of this Agreement shall remain in effect.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per Ala. Code § 35-9A-402 (1975), if Landlord fails to deliver possession of the Premises to Tenant, rent abates until possession is delivered and Tenant may:
  - A. terminate this Agreement upon written notice to Landlord; and within five days thereafter, Landlord shall return all prepaid rent and security; or
  - B. demand performance of this Agreement by Landlord and, if Tenant elects, bring an action for possession of the Premises from the person wrongfully in possession and recover the actual damages sustained by Tenant.

If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from that person an amount equal to not more than three months' periodic rent or the actual damages sustained, whichever is greater, and reasonable attorneys' fees.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord's Responsibilities.** Per Ala. Code § 35-9A-204(a) (1975), Landlord shall:
    - i. comply with the requirements of applicable building and housing codes materially affecting health and safety;
    - ii. make all repairs and do whatever is necessary to put and keep the Premises in a habitable condition;
    - iii. keep all common areas of the Premises in a clean and safe condition;
    - iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
    - v. provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other

waste incidental to the occupancy of the Premises and arrange for their removal; and

- vi. supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the Premises is not required by law to be equipped for that purpose, or where the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

**B. Tenant's Responsibilities.** Per Ala. Code § 35-9A-301 (1975), Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permits;
- iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clear as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises; or knowingly, recklessly, or negligently permit any person to do so; and
- vii. conduct himself or herself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment.

**C. Maintenance Responsibilities by Written Agreement.** Per Ala. Code § 35-9A-204(b-d) (1975),

- i. if the Premises is a single family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in subsection (A) above and also specified repairs, maintenance tasks, alterations, and remodeling.
- ii. if the Premises is not a single family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling *only* if:
  - a. the agreement of the parties is set forth in a separate writing signed by the parties and supported by adequate consideration;
  - b. the work is not necessary to cure noncompliance with subsection (A)(i) above; and

- c. the agreement does not diminish or affect the obligation of Landlord to other tenants.

D. **Limitation on Rights.** Per Ala. Code § 35-9A-204(f) (1975), Tenant's rights under this section do not arise if the condition was caused by the willful or negligent act or omission of Tenant, a member of Tenant's family, a licensee, or other person on the Premises with Tenant's consent.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.** Per Ala. Code § 35-9A-302 (1975),

A. "Rules" or "regulations" pertaining to a residential lease are defined as policies of the landlord affecting the maintenance, operation, or governance of the common areas of the premises, or concerning the general conduct of tenants in their use and enjoyment of the leased premises.

- B. Landlord, from time to time, may adopt a rule or regulation. It is enforceable against Tenant only if:
- i. its purpose is to promote the convenience, safety, or welfare of Tenant in the Premises, preserve Landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
  - ii. it is reasonably related to the purpose of which it is adopted;
  - iii. it applies to all tenants in the property in a fair manner;
  - iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
  - v. it is not for the purpose of evading the obligations of Landlord; and
  - vi. Tenant has notice of it at the time Tenant enters into this Agreement, or when it is adopted.

C. If a rule or regulation is adopted after Tenant enters into this Agreement that works a substantial modification of Tenant's use of the leased Premises, it is not valid unless Tenant consents to it in writing. In the case of any variance between this Agreement and a rule or regulation, this Agreement prevails.

23. **EXTENDED ABSENCES.** Per Ala. Code § 35-9A-304 (1975), Tenant shall notify Landlord if Tenant will be away from the Premises for more than 14 consecutive days no later than the fifth day of the extended absence. Per Ala. Code § 35-9A-423(b) (1975), during such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises. Per Ala. Code § 35-9A-423 (1975), in addition to any other means by which Landlord determines that the Premises has been abandoned by Tenant, the Premises shall be considered abandoned if the electric service to the Premises has been terminated for seven consecutive days.

B. **Mitigation of Damages.** Per Ala. Code § 35-9A-423(c) (1975), If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. But such duty shall not take priority over Landlord's right to first rent other vacant units, if any. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy.

C. **Personal Property.** Per Ala. Code § 35-9A-423(d) (1975), if Tenant

leaves personal property in the Premises more than 14 days after termination pursuant to this section, **Landlord has no duty to store or protect Tenant's personal property in the Premises and may dispose of Tenant's personal property without obligation.**

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Ala. Code § 35-9A-303 (1975):

- A. Tenant shall not unreasonably withhold consent to Landlord 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.
- B. Landlord may enter the Premises without consent of Tenant only in the following circumstances:
  - i. in case of emergency;
  - ii. pursuant to court order;
  - iii. as permitted by Ala. Code § 35-9A-422 (1975) (i.e. Tenant's maintenance responsibilities) and § 35-9A-423(b) (1975) (i.e. abandonment);
  - iv. at reasonable times and with prior notice as provided in subsection (C) below, to show the Premises to a prospective tenant or purchaser, if Landlord provides Tenant separate from this Agreement a general notice signed by Tenant for the right to access for such a purpose within four months of the expiration of the Agreement Term, and only in the company of a prospective tenant or purchaser; or
  - v. when Landlord has reasonable cause to believe Tenant has abandoned or surrendered the Premises.
- C. Landlord shall not abuse the right of access or use it to harass Tenant. Except as provided in this section or unless it is impracticable to do so, Landlord may show the Premises at any reasonable time by giving Tenant at least **two days' notice** of Landlord's intent to enter and may enter only at reasonable times. Posting of a note on the primary door of entry to the Premises of Tenant stating the intended time and purpose of the entry shall be a permitted method of notice for the purpose of Landlord's right of access to the Premises.
- D. If Landlord provides separate from this Agreement in a general notice or an advance schedule in excess of two days for repairs, maintenance, pest control, or for service relating to health or safety, whether such notice is for a specific time or within a designated time period, then no additional day's notice is required to access the Premises. Tenant may consent to provide Landlord with access to the Premises with less than two days' notice.
- E. If Tenant requests repairs or maintenance or improvements to the Premises, Tenant shall be deemed to have granted consent to Landlord to enter into the Premises and make the repairs,



maintenance, or improvements as requested by Tenant.

- F. Per Ala. Code § 35-9A-442(a) (1975), if Tenant refuses to allow lawful access, Landlord may obtain injunctive relief to compel access, or terminate this Agreement pursuant to Ala. Code § 35-9A-421 (1975). In either case, Landlord may recover actual damages.
  - G. Per Ala. Code § 35-9A-442(b) (1975), if Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes excessive demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, Tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate this Agreement pursuant to Ala. Code § 35-9A-401 (1975). In either case, Tenant may recover actual damages.
26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
    - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
    - ii. Tenant misrepresents any material fact on Tenant's rental application;
    - iii. Tenant breaches a duty under Tenant's maintenance responsibilities or Ala. Code § 5-9A-301 (1975) materially affecting health and safety;
    - iv. per Ala. Code § 35-9A-421(b) (1975), if rent is unpaid when due, Landlord may deliver a written notice to terminate this Agreement to Tenant specifying the amount of rent and any late fees owed to remedy the breach and that this Agreement will terminate upon a date not less than seven business days after receipt of the notice. If the breach is not remedied within the seven business days, this Agreement shall terminate;

- v. per Ala. Code § 25-9A-421(d) (1975), Tenant commits one of the following incurable defaults:
  - a. manufacture, cultivation, importation, transportation, possession, furnishing, administering, or use of illegal drugs in the Premises or in the common areas;
  - b. illegal use, manufacture, importation, possession, furnishing, or discharging of a firearm or firearm ammunition on the Premises of the rental property, except for the use or discharge of a firearm or firearm ammunition in cases of self-defense, defense of a third party, or as permissible in Ala. Code § 13A-3-23 (1975);
  - c. criminal assault of a tenant or guest on the Premises of the rental property, except in cases of self-defense, defense of a third party, or as permissible in Ala. Code § 13A-3-23 (1975); or
  - d. any breach involving substantially the same acts or omissions as a breach for which a notice to terminate has previously been provided for by Landlord and cured by Tenant, if the second breach occurs within six months of the first breach;

or

- vi. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. per Ala. Code § 35-9A-401 (1975), there is a material noncompliance by Landlord with this Agreement or a noncompliance with a maintenance responsibility or Ala. Code § 35-9A-204 (1975) materially affecting health and safety;
- ii. per Ala. Code 1975, § 35-9A-402 (1975), Landlord fails to deliver possession of the Premises;
- iii. per Ala. Code § 35-9A-406 (1975), the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- iv. per Ala. Code § 35-9A-407 (1975), Landlord commits an unlawful ouster, exclusion, or diminution of service; or
- v. otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or

property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Per Ala. Code § 35-9A-202 (1975), unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}