

ALABAMA RESIDENTIAL LEASE AGREEMENT TEMPLATE

Governing jurisdiction: Alabama (AL). This template is intended for residential property located in Alabama.

This Residential Lease Agreement ("Agreement") is entered into on _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant").
Landlord and Tenant may be referred to collectively as the "Parties."

1. PREMISES

Landlord leases to Tenant the residential property located at _____, City of _____, Alabama, ZIP _____ (the "Premises"), for use as a private residence only.

2. ALABAMA MANAGER AND OWNER NOTICE

Person authorized to manage the Premises — Name: _____ Address: _____

Owner or person authorized to receive service of process, notices, and demands — Name: _____ Address: _____

Landlord shall keep this written information current as Alabama law requires.

3. TERM

The lease term begins on _____, 20____ and (check one):

☐ ends on _____, 20____ (fixed term).

☐ continues month-to-month until terminated by either Party with written notice as required by applicable law.

4. ALABAMA RENTAL TERM AND PAYMENT FACTS

Lease start date: _____ Lease end date, if fixed: _____ Rent-payment frequency: _____
Rent due date: _____

Payment place or method: _____

The Parties should state a definite term. If they do not, Alabama law generally treats payment of weekly rent as a week-to-week tenancy and other rent as a month-to-month tenancy; this blank does not invent a fixed term.

5. ALABAMA PERIODIC-TENANCY NOTICE

To terminate without breach, a week-to-week tenancy requires at least seven days' written notice. A month-to-month tenancy requires at least 30 days' written notice before the periodic rental date specified in the notice.

6. RENT

Tenant shall pay rent of \$_____ per month, due in advance on the _____ day of each calendar month, payable to _____ at _____.

If rent is not received within _____ days after the due date, Tenant shall pay a late charge of \$_____, to the extent permitted by applicable law.

7. SECURITY DEPOSIT — ALABAMA

Tenant shall deposit \$_____ as security. The deposit generally may not exceed one month's periodic rent, except for additional amounts Alabama law permits for pets, changes to the Premises, or increased liability risks.

After termination and delivery of possession, Landlord shall return the amount due within 60 days and, if any portion is withheld, deliver the itemized written accounting within that same period, using the forwarding-address and mailing procedure required by Alabama law.

8. UTILITIES

Tenant shall pay all utilities and services for the Premises, except the following, which Landlord shall pay:

_____.

9. OCCUPANTS

The Premises shall be occupied only by Tenant and the following named occupants:

_____.

10. PETS

(Check one) ☐ Pets are not permitted on the Premises. ☐ Pets are permitted as follows:

_____, with an additional pet deposit of \$_____, to the extent permitted by applicable law.

11. MAINTENANCE AND REPAIRS — ALABAMA

Landlord shall comply with applicable building and housing codes, make required repairs, maintain common areas and supplied systems, and provide the waste-removal, water, hot-water, and heat services required by Alabama law. Any allocation of a duty to Tenant is effective only to the extent Alabama law permits it.

Tenant shall keep the Premises clean and safe, use facilities reasonably, and promptly report conditions requiring repair.

12. RIGHT OF ENTRY — ALABAMA

For ordinary entry, Landlord shall give Tenant at least two days' notice and enter at a reasonable time for a lawful purpose. Alabama's emergency, impracticability, court-order, abandonment, and tenant-request exceptions remain applicable.

13. DEFAULT AND STATUTORY REMEDIES — ALABAMA

For Tenant nonpayment or material noncompliance, Landlord shall select the applicable Alabama statutory branch before giving notice. A seven-business-day notice-and-cure rule applies where Ala. Code § 35-9A-421 prescribes it; noncurable and repeat breaches remain subject to their separate statutory conditions.

For qualifying Landlord material noncompliance or a health-and-safety breach, Tenant may use Alabama's written notice-and-cure procedure. Any proposed termination date must allow at least the applicable 14-day cure period, and this Agreement does not waive statutory damages, injunctive relief, fees, or refund remedies.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

15. ALABAMA COVERAGE AND LOCAL-CODE REVIEW

This form is for a covered Alabama residential dwelling-unit tenancy. Confirm that no statutory exclusion applies before use.

Alabama restricts local landlord-tenant regulation within Chapter 9A's field, but generally applicable local building and health codes may still apply. Review the codes for the Premises before signing.

16. STATE AND LOCAL REQUIREMENTS

This blank template identifies Alabama as the governing jurisdiction. It does not automatically supply every disclosure, addendum, notice, or local term that may apply to the Premises or Parties. Before signing, review current Alabama law and any applicable city or county requirements, and attach required materials.

17. ADDITIONAL TERMS

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and may be modified only in a writing signed by both Parties.

19. ALABAMA PROTECTED TERMS AND EXECUTION

Nothing in this Agreement waives rights or remedies that Alabama law makes nonwaivable, authorizes confession of judgment, excuses or limits Landlord liability prohibited by law, or requires Tenant to indemnify Landlord for that prohibited liability.

The Parties should sign and deliver a completed copy. Alabama law may give limited effect to an unsigned or undelivered agreement through possession, rent acceptance, or payment; when that statutory fallback applies to a stated term longer than one year, the agreement is effective for only one year. The Parties should not rely on that fallback instead of proper execution.

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____