

ALABAMA

RESIDENTIAL RENTAL AGREEMENT

Includes a Fixed-Term Lease Template and a Month-to-Month Lease Template

Compliant With

Alabama Uniform Residential Landlord and Tenant Act

Alabama Code Title 35, Chapter 9A, §§ 35-9A-101 through 35-9A-603

This template is provided for general informational purposes and does not constitute legal advice. Consult a licensed Alabama attorney for guidance specific to your situation.

Table of Contents

1. How to Use This Template
2. Alabama Landlord-Tenant Law at a Glance
3. Fixed-Term Residential Rental Agreement Template
4. Month-to-Month Residential Rental Agreement Template
5. Required Disclosures Checklist
6. Move-In / Move-Out Condition Checklist

How to Use This Template

This document contains two ready-to-use Alabama residential rental agreement templates: a fixed-term lease (for a set period, such as 12 months) and a month-to-month rental agreement (which renews automatically until either party gives proper notice). Choose the template that fits your situation, fill in every blank field, and review the agreement with both parties before signing.

Every blank to be completed is marked with an underscored line. Replace the underscores with the correct information. Delete any optional clause that does not apply to your tenancy, and add any additional addenda (pet agreement, parking agreement, HOA rules, etc.) as separate attachments if needed.

Both the landlord and every adult tenant should receive a fully signed copy of the final agreement. Alabama law requires that certain disclosures be made in writing before or at the start of the tenancy see the Required Disclosures Checklist near the end of this document.

Alabama Landlord-Tenant Law at a Glance

Alabama's residential rental relationships are governed primarily by the Alabama Uniform Residential Landlord and Tenant Act, found at Alabama Code Title 35, Chapter 9A. Alabama is widely considered a landlord-friendly state: there is no rent control, no statutory grace period for late rent, and a relatively quick eviction process compared to many other states. The table below summarizes the rules most relevant to drafting a compliant rental agreement.

Topic	Alabama Rule
Governing law	Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 to 35-9A-603
Security deposit cap	Maximum of one month's rent (additional amounts allowed for pets, alterations, or increased liability risk) Ala. Code § 35-9A-201(a)
Deposit return deadline	60 days after termination of tenancy and delivery of possession, with an itemized statement of any deductions Ala. Code § 35-9A-201(b)
Penalty for late/no return	Tenant may recover double the wrongfully withheld amount, plus reasonable attorney's fees
Required written disclosures	Name and address of the person authorized to manage the premises; name and address of the owner or owner's agent; lead-based paint disclosure for pre-1978 housing Ala. Code § 35-9A-202

Nonpayment of rent notice	7-day notice to pay rent or quit, available any time after rent is missed Ala. Code § 35-9A-421(b)
Lease violation notice	7-day notice to cure or quit; no second chance for a repeat violation within 12 months Ala. Code § 35-9A-421(d)
Tenant's right to withhold rent	Not permitted under Alabama law Ala. Code § 35-9A-164
Prohibited lease terms	A lease may not require a tenant to waive rights or remedies under the Act, confess judgment, or agree to pay the landlord's attorney's fees/collection costs Ala. Code § 35-9A-163
Rent control	None Alabama has no statewide or local rent control
Default tenancy type	If no fixed term is specified, the tenancy is month-to-month (or week-to-week if rent is paid weekly) Ala. Code § 35-9A-161(d)

This summary is provided for general reference only. Alabama law changes periodically always confirm current requirements at the Alabama Legislature's website (alison.legislature.state.al.us) or with a licensed Alabama attorney before relying on this agreement for an active tenancy.

Alabama Fixed-Term Residential Rental Agreement

This Residential Rental Agreement ("Agreement") is made and entered into on the date set forth below, by and between the Landlord and the Tenant(s) named below, in accordance with the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 et seq.

1. Parties

Date of Agreement: _____

Landlord Name: _____

Landlord Address: _____

Landlord Phone / Email: _____

Person Authorized to Manage the Premises (if different from Landlord):

Tenant Name(s): _____

Tenant Phone / Email: _____

2. Premises

Property Address (Street, City, State, ZIP): _____

Unit / Apartment Number (if applicable): _____

Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, the dwelling unit described above ("Premises"), together with the following furnishings, fixtures, and amenities (if any):

Included Furnishings/Amenities (e.g., appliances, parking space):

3. Lease Term

Lease Start Date: _____

Lease End Date: _____

This is a fixed-term tenancy. Unless renewed in writing or converted to a month-to-month tenancy by mutual written agreement, this Agreement automatically terminates at the end of the term stated above, and Tenant must vacate the Premises on or before that date.

4. Rent

Monthly Rent Amount: _____

Rent Due Date (e.g., 1st of each month): _____

Accepted Payment Method(s): _____

Payment Address / Portal: _____

Alabama law does not require a statutory grace period for late rent. If rent is not paid when due, Landlord may issue a 7-day notice to pay rent or quit pursuant to Ala. Code § 35-9A-421(b).

Late Fee (if any) and When It Applies: _____

5. Security Deposit

Security Deposit Amount (may not exceed one month's rent, excluding pet/alteration/risk-related deposits): _____

Pursuant to Ala. Code § 35-9A-201(a), Landlord may not demand or receive a security deposit exceeding one month's periodic rent, except for additional amounts attributable to pets, alterations to the Premises requested by Tenant, or increased liability risks. Upon termination of the tenancy and delivery of possession, Landlord shall return the deposit, less any lawful itemized deductions, within

60 days, as required by Ala. Code § 35-9A-201(b). If Landlord fails to provide a timely accounting or refund, Tenant may be entitled to recover double the amount of the original deposit.

Additional Pet/Alteration/Risk Deposit (if applicable): _____

6. Use of Premises

The Premises shall be used solely as a private residential dwelling for Tenant and the following authorized occupants, and for no other purpose, including any commercial or illegal use:

Authorized Occupants: _____

7. Utilities and Services

Utilities Paid by Landlord: _____

Utilities Paid by Tenant: _____

8. Maintenance and Repairs

Landlord shall comply with applicable building and housing codes materially affecting health and safety, make all repairs necessary to keep the Premises in a fit and habitable condition, and maintain all common areas in a safe condition, consistent with Landlord's obligations under the Alabama Uniform Residential Landlord and Tenant Act.

Tenant shall keep the Premises clean and safe, use all appliances and fixtures in a reasonable manner, properly dispose of waste, and shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises.

9. Pets

Pets Allowed? (Yes/No) and Restrictions, if any:

10. Right of Entry

Landlord may enter the Premises to inspect, make repairs, or show the unit to prospective tenants or buyers at reasonable times and, except in the case of emergency, after giving Tenant reasonable notice.

11. Alterations

Tenant shall not paint, alter, or make any improvements or structural changes to the Premises without Landlord's prior written consent.

12. Default and Remedies

If Tenant fails to pay rent when due, Landlord may serve a 7-day notice to pay rent or quit, pursuant to Ala. Code § 35-9A-421(b). If Tenant materially violates any term of this Agreement, Landlord may serve a 7-day notice to cure the violation or vacate the Premises, pursuant to Ala. Code § 35-9A-421(d). If Tenant commits the same violation a second time within 12 months, Tenant is not entitled to an opportunity to cure and Landlord may proceed directly with termination of the tenancy.

Tenant acknowledges that Alabama law does not permit a tenant to withhold rent for any reason, pursuant to Ala. Code § 35-9A-164.

13. Prohibited Provisions

Nothing in this Agreement shall be construed to require Tenant to waive or forgo any right or remedy provided under the Alabama Uniform Residential Landlord and Tenant Act, to authorize any person to confess judgment on a claim arising out of this Agreement, or to require Tenant to pay Landlord's attorney's fees or costs of collection, as prohibited by Ala. Code § 35-9A-163.

14. Required Disclosures

Landlord discloses the following information in accordance with Ala. Code § 35-9A-202:

Name and Address of Person Authorized to Manage the Premises:

Name and Address of Owner or Owner's Agent:

Lead-Based Paint Disclosure: If the Premises were constructed before 1978, Landlord has provided Tenant with the federally required Lead-Based Paint Disclosure form and the EPA pamphlet "Protect Your Family from Lead in Your Home," attached hereto as an addendum.

15. Renewal and Termination

If neither party gives written notice of intent not to renew prior to the end of the lease term, the parties may, by mutual written agreement, renew this Agreement or convert the tenancy to a month-to-month arrangement on the same terms. Absent such written agreement, Tenant shall vacate the Premises no later than the Lease End Date stated in Section 3.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, including the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 et seq.

17. Entire Agreement

This Agreement, together with any attached addenda, constitutes the entire agreement between Landlord and Tenant and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Signatures

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms of this Agreement.

Landlord Signature / Date

Tenant Signature / Date

Print Name

Print Name

Additional Tenant Signature / Date

Additional Tenant Signature / Date

Alabama Month-to-Month Residential Rental Agreement

This Month-to-Month Residential Rental Agreement (“Agreement”) is made and entered into on the date set forth below, by and between the Landlord and the Tenant(s) named below, in accordance with the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 et seq.

1. Parties

Date of Agreement: _____

Landlord Name: _____

Landlord Address: _____

Landlord Phone / Email: _____

Tenant Name(s): _____

Tenant Phone / Email: _____

2. Premises

Property Address (Street, City, State, ZIP): _____

Unit / Apartment Number (if applicable): _____

3. Term of Tenancy

Tenancy Start Date: _____

This is a month-to-month tenancy. The tenancy shall continue on a month-to-month basis until terminated by either party in accordance with Section 13 of this Agreement. Pursuant to Ala. Code § 35-9A-161(d), this Agreement shall be treated as a month-to-month tenancy unless otherwise specified.

4. Rent

Monthly Rent Amount: _____

Rent Due Date (e.g., 1st of each month): _____

Accepted Payment Method(s): _____

Payment Address / Portal: _____

Late Fee (if any) and When It Applies: _____

Landlord may adjust the monthly rent amount upon providing Tenant with proper written notice consistent with the notice period required to terminate a month-to-month tenancy under Alabama law.

5. Security Deposit

Security Deposit Amount (may not exceed one month's rent, excluding pet/alteration/risk-related deposits): _____

Pursuant to Ala. Code § 35-9A-201(a), Landlord may not demand or receive a security deposit exceeding one month's periodic rent, except for additional amounts attributable to pets, alterations to the Premises requested by Tenant, or increased liability risks. Upon termination of the tenancy and delivery of possession, Landlord shall return the deposit, less any lawful itemized deductions, within 60 days, as required by Ala. Code § 35-9A-201(b).

Additional Pet/Alteration/Risk Deposit (if applicable): _____

6. Use of Premises

The Premises shall be used solely as a private residential dwelling for Tenant and the following authorized occupants, and for no other purpose, including any commercial or illegal use:

Authorized Occupants: _____

7. Utilities and Services

Utilities Paid by Landlord: _____

Utilities Paid by Tenant: _____

8. Maintenance and Repairs

Landlord shall comply with applicable building and housing codes materially affecting health and safety, make all repairs necessary to keep the Premises in a fit and habitable condition, and maintain all common areas in a safe condition.

Tenant shall keep the Premises clean and safe, properly dispose of waste, and shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises.

9. Pets

Pets Allowed? (Yes/No) and Restrictions, if any:

10. Right of Entry

Landlord may enter the Premises to inspect, make repairs, or show the unit to prospective tenants or buyers at reasonable times and, except in the case of emergency, after giving Tenant reasonable notice.

11. Default and Remedies

If Tenant fails to pay rent when due, Landlord may serve a 7-day notice to pay rent or quit, pursuant to Ala. Code § 35-9A-421(b). If Tenant materially violates any term of this Agreement, Landlord may serve a 7-day notice to cure the violation or vacate the Premises, pursuant to Ala. Code § 35-9A-421(d). Tenant acknowledges that Alabama law does not permit withholding rent for any reason, pursuant to Ala. Code § 35-9A-164.

12. Prohibited Provisions

Nothing in this Agreement shall require Tenant to waive any right or remedy under the Alabama Uniform Residential Landlord and Tenant Act, to confess judgment, or to pay Landlord's attorney's fees or collection costs, as prohibited by Ala. Code § 35-9A-163.

13. Termination of Tenancy

Notice Period Required to Terminate (consistent with Alabama law and any local requirements): _____

Either Landlord or Tenant may terminate this month-to-month tenancy by providing written notice to the other party in accordance with applicable Alabama law. Notice shall be delivered in writing and shall specify the intended termination date.

14. Required Disclosures

Name and Address of Person Authorized to Manage the Premises:

Name and Address of Owner or Owner's Agent:

Lead-Based Paint Disclosure: If the Premises were constructed before 1978, Landlord has provided Tenant with the federally required Lead-Based Paint Disclosure form and EPA pamphlet, attached hereto as an addendum.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, including the Alabama Uniform Residential Landlord and Tenant Act, Ala. Code §§ 35-9A-101 et seq.

16. Entire Agreement

This Agreement, together with any attached addenda, constitutes the entire agreement between Landlord and Tenant and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Signatures

Landlord Signature / Date

Tenant Signature / Date

Print Name

Print Name

Additional Tenant Signature / Date

Additional Tenant Signature / Date

Required Disclosures Checklist

Use this checklist to confirm every legally required disclosure has been provided before the tenancy begins. Keep a signed copy for your records.

- Name and address of the person authorized to manage the Premises has been disclosed in writing (Ala. Code § 35-9A-202).
- Name and address of the property owner or the owner's authorized agent has been disclosed in writing (Ala. Code § 35-9A-202).
- If the Premises were built before 1978: the federal Lead-Based Paint Disclosure form and EPA pamphlet "Protect Your Family from Lead in Your Home" have been provided and signed by both parties.
- The security deposit amount and any conditions for deductions have been clearly stated in writing.
- Tenant has been informed of where to direct maintenance requests and emergency contact information.
- A signed copy of the fully executed Agreement has been provided to the Tenant.

Move-In / Move-Out Condition Checklist

Complete this checklist together with the Landlord at move-in and again at move-out. Take dated photographs of each area and attach them to this checklist. This document protects both parties and is the strongest evidence available if a security deposit dispute arises under Ala. Code § 35-9A-201.

Area	Move-In Condition	Move-Out Condition	Notes
Living Room			
Kitchen			
Bedroom 1			
Bedroom 2			
Bedroom 3			
Bathroom 1			
Bathroom 2			
Hallway/Closets			
Garage/Carport			
Yard/Exterior			

Smoke Detectors			
Appliances			
Walls/Paint			
Flooring/Carpet			

Landlord Signature / Date

Tenant Signature / Date