



STATE OF SOUTH CAROLINA)
) RESIDENTIAL RENTAL AGREEMENT
COUNTY OF HORRY)

This rental agreement made at Conway, South Carolina, this _____ day of _____, between _____, Landlord (hereinafter called "Landlord"), and:

Tenant shall provide as follows:

1. LANDLORD TENANT ACT: This Rental Agreement is governed by the South Carolina Residential Landlord Tenant Act.

2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a dwelling unit on a parcel of property located in the county of Horry, State of South Carolina, which parcel of land with improvements will constitute the premises. Said dwelling unit or parcel of land is more particularly described as follows:

_____ Beaver Creek Court _____ Destiny Lane
_____ Unit _____ Unit
Conway, SC 29526 Conway, SC 29526

3. TERMS: This Rental Agreement shall commence on the _____ day of _____ and end on the _____ day of _____. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in the good order and condition, reasonable wear and tear expected.

4. RENT: Tenant agrees to pay Landlord a rent of \$_____ per month, payable in advance, on or before the first day of each month during said term. The rent is payable to: _____. If rent is unpaid when due and the Tenant fails to pay rent within five (5) days of due date, Landlord may terminate the rental agreement as this constitutes written notice in conspicuous language in the written agreement of Landlord's intention to terminate and proceed with eviction.

Tenant _____ Guarantor _____ Landlord _____

Tenant further agrees to pay a late fee of \$ 100.00 if rent is paid after the 5th day of the month.

IF YOU DO NOT PAY YOUR RENT ON TIME: This is your notice. If you do not pay your rent within five (5) days of the due date, the Landlord can start to have you evicted. You will get no other notice as long as you live in this Unit. Resident acknowledges that partial payments are not acceptable under this Lease whether or not Landlord accepts such payments. Full monthly payment will still be due, even if Landlord accepts or cashes a check for partial payment.

5. **RETURNED CHECKS:** Tenant agrees to pay \$ 45 for each dishonored check for bookkeeping costs and handling charges. All future rent charges, if more than one check is returned, shall be paid in the form of cash, cashier's check, certified check or money order.

6. **RENTAL TERMS:** Either party may terminate this Agreement at the end of the initial term giving the other party thirty (30) days written notice prior to the end of the term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month basis.

7. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Subleasing of unit must also be approved by existing tenants in unit on current lease and the landlord.

8. **UTILITIES AND SERVICES:** Utilities and services including electric, water, trash pick-up, sewer service, cable, and yard maintenance is included in your monthly rent. Tenant will be responsible for internet and telephone service. **DO NOT TURN POWER OFF AT ANY TIME**, power affects the refrigerator (food spoilage), heat, and water pipes. All damages from utilities being turned off shall be paid by Resident. Any power outage that causes food spoilage is not an expense of the Landlord. Tenant is responsible for notifying landlord of improper working appliances.

9. **TENANT OBLIGATIONS:** Tenant shall (1) comply with all the obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that Tenant uses reasonable safe and reasonably clean; (3) dispose from dwelling unit all garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit and used by the tenant in proper working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air conditioning, and other facilities and appliances in the premises; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct

Tenant _____

Guarantor _____

Landlord _____

himself/herself and require other persons on the premises with Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb others and neighbors' peaceful enjoyment of the premises; (8) comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises. Trash cleanup due to lawn party resulting in excessive trash will be cleaned up at the fee of \$ 50 per incident. (9) Household garbage is to be disposed of in the roll-away trash bin in front of your dwelling.. Trash left in bags on front and rear of properties is forbidden. (10) Should unit have a broken window the Tenant shall be responsible for window replacement and labor. (11) Mail box will be provided to all Tenants in new condition upon move-in. All replacement boxes are the expense of the Tenant. Upon request the Landlord can have a mailbox installed by an approved sub-contractor for a fee of \$35. If mailbox post is damaged and requires repairs all cost associated to repair/replace will be Tenants responsibility.

The following miscellaneous rules and regulations are a binding part of this lease agreement:

- a. Resident may not install colored bulbs on exterior lights, nor alter exterior light fixtures.
- b. Kitchen countertops are not to be used as cutting boards. Any repairs cost for such damage found shall be charged to the tenant.
- c. Exterior decorating for holidays (such as lights, trees, etc.) must be removed within 14 calendar days of the actual holiday.
- d. Exterior doors must clearly show unit number at all times and no other signage is allowed on door.
- e. Front porch and rear patios shall remain free of clothes, rugs, towels or other items. Patios shall be kept neat and clean and shall not be used for storage of automobile tires, unsightly or heavy items, garbage or refuse.
- f. Stored gas cans or combustible liquids on the interior or exterior of dwelling are a violation of the County Fire Code. If found in violation, they will be removed by landlord or Property Manage and disposed of immediately.
- g. The number of Tenants cannot exceed the number of bedrooms in the dwelling. Any exceptions to this item must be on file will Landlord. This is a County ordinance for off-campus student housing.
- h. Tenant may not replace or change the bedroom doorknob lockset without written approval by Landlord. A key also must be issued to the Landlord for emergency situations and maintenance to room.
- i. **Cigarette butts discarded in landscaped areas are a fire hazard.** Also, classified as a littering ordinance by Horry County Environmental Services Department. All fines are directly to Tenants listed on the lease agreement in dwelling. Excessive cigarette butts disposed of in landscaped areas and lawn will be cleaned up by management and charged against security deposits at the rate of \$20 per occurrence
- j. **SMOKE DETECTORS: It shall be the responsibility of Tenant to check smoke detectors monthly during the Lease Term and replace batteries as necessary to keep all smoke detectors on the Premises and the Unit in proper working condition, and to report any malfunctions to the Landlord immediately. Resident will be charged for the replacement value of a smoke detector if it is**

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found missing or damaged at Lease Term end.

10. MAINTENANCE OF PREMISES: (a) "Original Conditions": the Leased premise and the fixtures contained therein, shall be deemed to be cleaned and acceptable, and in good repair and operable, unless otherwise reported in writing to Landlord within 48 hours or the commencement of the term hereof. (b) "Repairs": Tenant shall keep premises, and the appliances and fixtures contained therein, in as good repair as the same are in at the commencement of this rental agreement, wear resulting from Tenant's misuse or abuse of any fixture, appliance or portion of the premises, shall be paid by Tenant as additional rental upon demand by Landlord. In addition, pest treatments needed as a result of uncleanness of tenant will be the responsibility of the tenant. (c) "Alterations or Changes": No alterations or changes in or to said premises or the fixtures or appliances or changes therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. All improvements made by Tenant to said premises shall become the property of the Landlord. If locks are changed, Landlord must be provided with a key. (d) "Painting" Painting of interior walls is not allowed and if violation is found all costs will be paid by tenant to restore unit to original condition. (e) "Carpet" Upon expiration of lease a carpet cleaning will be required. A list of approved carpet cleaning contractors will be provided to you upon request or landlord will have carpet cleaned and apply cost against your security deposit. (f) "Notification": Tenant shall notify pursuant to notification procedure herein Landlord of any item becoming out of repair, any roof leaks, and spigot, pipe, or commode leakage or continuous running. If Tenant fails to notify Landlord any additional cost incurred by Landlord due to excessive water use caused by leakage or continuous running of commode will be the responsibility of the Tenant. If "move-out" inspection reveals any damage beyond normal wear and tear, then the deductions will be made from the Tenant's security deposit. **Note:** Only licensed and insured subcontractors approved by landlord are allowed to do any repairs, maintenance, painting, general cleaning, or carpet cleaning.

11. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services: meaning sanitary plumbing or sewer services; electricity for heating and cooling and for hot water. The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Tenant, shall be the responsibility of the Tenant. Otherwise, Landlord will be responsible for repair costs if no fault of tenant.

12. INSURANCE: **Landlord strongly recommends that Resident obtain a renter's insurance policy to cover personal property from any damages due to fire, water, vandalism, etc.** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or for loss or damage occurring on or to the leased premises or the premises of which they are part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights or recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party,

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whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

13. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

At any time in an emergency – prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency:

Between the hours of 9:00 a.m. and 6:00 p.m. for the purposes of providing regularly scheduled periodic services such as changing light bulbs and air-conditioning filters (note: every 4 weeks Landlord will enter dwelling to change air filter in HVAC Unit), providing termite, insect or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; or

8:00 a.m. to 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency above, the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times. The Landlord has no other right of access except: pursuant to court order, as permitted by Sections 34 and 35 of Article IV of the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

14. TERMINATION BY TENANT: The Tenant may terminate the rental agreement only when the Landlord is in material noncompliance with the Rental Agreement or in noncompliance with health and safety standards and the Tenant has complied with notice requirements including written notice of the intention to terminate, specifying the breach and stating the lease will be broken if the breach is not corrected within fourteen (14) days.

15. FIREARMS/EXPLOSIVES: No firearms arms are permitted on Landlord's property, in any Common Areas or in any Premises for any reason. This specifically includes slingshots, gas powered guns, bb guns, air rifles and paintball guns. Any explosive devices including firecrackers, fireworks, ammunition, or similar products are not permitted. Possessing hazardous materials with intent or purpose to create explosive

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devices shall be referred directly to the proper authorities. Violation of this paragraph may result in immediate termination of the Lease with full financial responsibility.

16. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.

17. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of they are apart. All awards of the condemning authority for the taking of land, parking areas, or buildings, belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to the Tenant given within sixty (60) days after date of taking, terminate this Rental Agreement as of a date set in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

18. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, if terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepted the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair market value of \$500.00 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

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19. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$_____ to hold as security for the full faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that **no part of this deposit is to be applied to any rent** which may become due under this Rental Agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of unpaid late fees, pet violation fines, mailbox replacement, and broken windows and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice to the Tenant together with the amount due, if any, within 30 days after termination of tenancy and delivery and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent. If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following: key to unit and mailbox key, the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to the Tenant's last known address. A security deposit is not being charged for your PO Box Key; however, the postal service charges \$20.00 for replacement keys.

20. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the Rental Agreement other than nonpayment of rent or a noncompliance with Paragraph 11 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and the Rental Agreement will terminate upon a date not less than 14 days after the receipt of the notice, if breach is not remedied in 14 days. The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately makes repairs to the satisfaction of the Landlord or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

21. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Rental Agreement, reasonable attorney's fees, collection costs and court costs.

22. NOTICES: All notices hereunder must be given in writing. Notices not given in writing will be considered void and without effect. Any notice provided for herein may be delivered as follows: If by Resident to Landlord: By mailing the notice by ordinary U. S. mail to Landlord at the address set forth herein in paragraph 31. If by Landlord to Resident: By serving on Resident in person or by mailing said notice to Resident at the Premises by ordinary U. S. mail and service shall be considered effective three days after mailing. Resident hereby agrees that any notice addressed to Resident at the address of the Premises under the conditions described herein shall be legal notice to Resident as if personally served.

Tenant _____

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Landlord _____

23. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, water beds, trampolines, swimming pools, hot tubs, skate board ramps, and fire pits without written permission from Landlord. Auxiliary heaters found at units will be removed immediately upon site by Landlord or property management due to local fire code regulations. Gas grills, charcoal grills, etc. must be kept on rear patio due to local fire code requirements. Any and all fines by local code enforcement to be paid by tenant. Wrecked or junk vehicles are not allowed to be parked or stored on premises. Any violations will first be given written warning to remove within 5 days or vehicle will be towed at tenants expense to impoundment yard. Only patio/lawn furniture is acceptable on the front porch, please no sofas, chairs or other combustible items.

24. PETS: No animals of any kind are permitted on or in the Premises, Unit, or Common Areas at any time for any reason. Prior written approval from Landlord must be obtained if the Resident wants to have fish. **Absolutely NO dogs, cats, etc. are allowed.** No visiting pets are permitted. The following shall apply to a violation of this policy: **First time:** A written warning will be issued to the Resident specifying the complaint, a \$250.00 charge will be assessed against the Resident and Landlord may, at its discretion, declare the Lease to be in default. Resident will also be responsible for cleaning and replacement of carpet due to any damage caused by the animal or any other damages caused by the animal . Notification will be sent to the Guarantor. **Second time:** Upon a second violation, a \$200.00 charge will be assessed against the Resident and the Landlord may, at its discretion, declare the Lease to be in default. The Resident will be assessed any and all damages to the apartment caused by the animal. **Subsequent occurrences:** Upon each subsequent violation, a \$300.00 charge will be assessed against the Resident and the Landlord may at its discretion, declare the Lease to be in default. The Resident will be assessed any and all damages to the apartment caused by the animal.

25. WAIVER: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duty under the South Carolina Residential Landlord and Tenant Act as defense in an action for possession based upon nonpayment of rent or in an action for rent concerning a period where the Landlord has no notice of the violations of the duties fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made to either party hereto except as herein stated.

26. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and my peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord

27. PROVISIONS: The provisions of this Rental Agreement shall be binding upon

Tenant _____

Guarantor _____

Landlord _____

and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

28. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof or the terms and amendments hereto, if any, and any other information reasonably requested.

29. RENTAL RATE ADJUSTMENT: On and after the expiration of the initial term of this lease, the Landlord, at the Landlord's discretion, may alter the rental fee in effect provided only that written notice of such alteration is delivered as first class mail to the U.S. Postal Service postage prepaid at least fifteen (15) days prior to the effective date of alteration.

30. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and use of the singular shall include the plural.

31. ADDRESS FOR COMMUNICATION: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Landlord:

Phone:

Make checks payable to:

32. GOVERNING LAW: The laws of the State of South Carolina shall govern the validity, performance and enforcement of this Lease. The terms of this Lease are subject to the provisions of the South Carolina Residential Landlord and Tenant Act, and such provisions and remedies contained therein may not be waived by this Lease or other agreement. Should a conflict arise with a provision of this Lease and the South Carolina Residential Landlord Tenant Act, the provision shall be construed in

Tenant _____

Guarantor _____

Landlord _____

accordance with the South Carolina Residential Landlord Tenant Act. Should any provisions of this Lease be found to be unenforceable under South Carolina law, that provision shall be supplemented by the terms of the South Carolina Residential Landlord Tenant Act and the remaining provisions shall survive and the Leas and the remaining provisions shall remain in full force and effect.

32. ADDITIONAL TERMS:

WHEREOF, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supercedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

THE PARTIES hereto subscribed their names the day and year above written.

_____ Tenant _____ Date

_____ *Guarantor _____ Date

* You, as guarantor signing this lease contract, guarantee all obligations of tenant under this residential rental agreement.

_____ Landlord _____ Date

