

RESIDENTIAL RENTAL AGREEMENT
County of Dorchester, State of South Carolina

This rental agreement made at Charleston, South Carolina, _____, between _____ Tenant(s) (hereinafter called "TENANT") and DOUG SHORTER PROPERTY MANAGEMENT, INC., Agent for Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE LANDLORD TENANT IS LICENSED UNDER THE LAWS OF SC AS A REAL ESTATE LICENSEE.

1. **LANDLORD TENANT ACT:** This rental agreement is governed by the SC Residential Landlord and Tenant Act.
2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of _____, State of South Carolina, said parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
_____.
3. **TERMS:** This rental agreement shall commence on _____, and end on _____. Tenant agrees that upon termination of this rental agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenants personal property, garbage and other waste, clean, and return all keys to the Landlord. See Clean Carpet Addendum.
4. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and 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 accrued rent/any charges in arrears 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 with the amount due, if any, within thirty (30) days after the termination of the tenancy and delivery of possession 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: () pool tags, () community/gate/common area keys, () keys for mail box, () keys to unit (including deadbolt, storage area), () other _____, 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. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.
5. **LEAD-BASED PAINT DISCLOSURE FOR RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).
6. **RENTAL APPLICATION:** The tenant acknowledges that the Landlord has relied upon the rental application, a copy which is attached to the Landlord's copy of this lease, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting there from.
7. **RENT:** Tenant agrees to pay Landlord a rent of \$_____ per month, payable in advance, on or before the first day of every month during said term for a total rent of \$_____. The rent is payable to **Doug Shorter Property Management, Inc, 4754 Franchise Street, N. Charleston, SC 29418-2909** or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of **ten percent (10%)** of a full month's rent if rent is not paid by the end of the business day on the fifth of the month. Where the term of the rental agreement commences or terminates on a day other than the first of the month, Tenant shall pay rent unto the Landlord in the amount of 1/30th of a month's rent per day of the month of commencement or termination of the rental agreement, payable prior to the tenant taking possession, upon commencement of the rental agreement, and payable on the first day of the final month of the rental agreement upon termination.

8. **RETURNED CHECKS:** Tenant agrees to pay **\$30.00** for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good prior to the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be in the form of cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.
9. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the renter premises. For purposes of this rental agreement the designated occupants are: _____ . In no event shall more than _____ persons be allowed to occupy said premises.
10. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 22, either party may terminate this agreement at the end of the initial term and any extensions thereto, but if no notice is given, then this rental agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. A thirty (30) days written notice by either party is required prior to termination during such month-to-month term.
11. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect, providing only the written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
12. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have permission from Landlord for guest to occupy premises for more than **10** days.
13. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: _____ which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said services during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of this lease.
14. **TENANT RESPONSIBILITIES:**
 - a. Tenant agrees to keep the dwelling unit and all parts of the leased premises safe and clean. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials.
 - b. **Tenant shall report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems and any occurrence known or that reasonably should be known that may cause damage to the property.**
 - c. Tenant shall pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant, any member of Tenant's family, guests or other person under Tenant's control. Tenant shall provide a police report and cooperate with the police and/or testify for any loss resulting from theft, malicious mischief or vandalism; as evidence that the damage is not by Tenant and their guests.
 - d. **ROUTINE MAINTENANCE:** Tenant shall be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant, and shall replace any burned out light bulbs. It is specifically understood that the Tenant shall, at Tenant's expense, keep sinks, lavatories, and commodes open, and shall report any water leaks to Landlord immediately.
 - e. **EQUIPMENT/FURNITURE:** Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant agrees not to place antennas, satellite dishes, trampolines, waterbeds, and auxiliary heaters without written permission from Landlord. Tenant agrees that any damage caused by these items, even with Landlord permission, is the sole responsibility of the Tenant.
 - f. **HVAC SYSTEM:** Tenant is responsible for changing HVAC filters as needed and will be responsible for HVAC servicing fees if any excessively dirty filter is found at any time. Tenant will also be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant to maintain area around exterior HVAC grill, including but not limited to removal of grass, dirt, ant

mound(s), leaves, etc.

- g. LANDSCAPING AND YARD MAINTENANCE: The () Tenant () Landlord is responsible for yard maintenance which shall include but is not limited to mowing and watering the lawn, keeping any planting beds free of weeds, replace mulch as needed, trimming shrubs and trees, and keeping the premises free from debris and fire ants.
- h. SMOKE DETECTORS: Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly. Tenant shall maintain batteries in smoke detectors as needed. Tenant acknowledges receipt of instructions of smoke detector operation. See Smoke Detector Addendum.
- i. PEST CONTROL: Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that the premises have no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of the () Tenant () Landlord.
- j. ADVERSE WEATHER: Tenant acknowledges responsibility to mitigate damage caused by severe weather. In the case of a hurricane or named storm or the threat of a hurricane or named storm, Tenant is to remove all non-secured items that are on the exterior of the premises so that they do not cause damage. Tenant agrees that if they evacuate they will provide the Landlord with contact information. **If the temperature outside falls below 32 degrees, the Tenant is responsible for protecting the premises by taking steps to reduce the likelihood of frozen pipes including but not limited to irrigation system.**
- k. MOLD AND MILDEW: Tenant acknowledges that mold and/or mildew can grow in any portion of the premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the premises for mold and/or mildew and immediately report to Landlord any water intrusion problems and mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.

Tenant acknowledges that Tenant has inspected the premises or signed an inspection waiver and agrees that the premises and any common areas are safe, fit and in a habitable condition.

- 15. **MAINTENANCE OF PREMISES:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors, garage door opener remote devices and other battery powered devices, light bulbs and HVAC filters.
- 16. **INVENTORY AND APPLIANCES:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory which shall be signed by Tenant and shall be a part of this agreement. The following appliances present in dwelling are specifically included by this rental agreement as being deemed supplied by the Landlord: () stove, () refrigerator, () dishwasher, () garbage disposal, () washer, () dryer, () microwave, () trash compactor, () other: _____ . The following appliances are provided as convenience items and **will not** be maintained by the Landlord: _____ .
- 17. **INSURANCE:** Tenant acknowledges that the Landlord does not carry insurance, nor is Landlord responsible, to cover the Tenant's personal property or personal liability. Tenant is advised to obtain insurance to protect Tenant's interests. Tenant agrees to comply with the requirements of the Landlord's present or future insurance carriers and not to permit anything to be done at or within the premises which shall cause cancellation of the Landlord's policy or increase in the current rate of insurance thereon. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord and that Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant.
- 18. **INDEMNIFICATION:** Tenant agrees to indemnify and hold Landlord and Agent harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Agent arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to Property or to any improvements there on as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Agent); (5) failure to maintain or repair equipment or fixtures, where Landlord and/or Agent use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Agent with respect to any of the above-referenced matters. In

addition to the above, Tenant agrees to hold Agent harmless from and against Owner of the Property for not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this Rental Agreement. For the purpose of this paragraph, the term "Agent" shall include all affiliated licensees and employees.

19. **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, mortgagees, tenants, workmen or contractors.

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

- a. At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- b. Between the hours of 9:00 a.m and 6:00 p.m. for the purpose of providing regularly scheduled periodic inspections and services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, providing that the Landlord announces intent to enter to perform services; and
- c. Between the hours of 8:00 a.m. and 8:00 p.m. for the purposes 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, in the event an appointment with the Tenant can not be made, 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 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.

20. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States of America, presently stationed in the **Charleston, South Carolina** area and shall receive permanent change of station orders out of said area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with a thirty (30) day written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any charges in arrears, terminate this rental agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this rental agreement voids any consideration of protection offered by this section.
21. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.
22. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:
- a. 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
 - b. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the 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.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to the Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold from the Tenant's security deposit all damages incurred if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

23. **CONDEMNATION AND FORECLOSURE:** 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 which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all 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, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this rental agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date. **If the residential unit is subject to a foreclosure proceedings or tax sale notice of said sale does not release the Tenant from Tenant's obligations in this lease nor does it authorize the Tenant to withhold rent.**

24. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 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, it 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 accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the 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 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

25. **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 Paragraphs 14 or 34, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than 14 days after receipt of the notice, if the 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 remedies the breach before the date specified in the notice, 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.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting

bond for any noncompliance by the Tenant with the Rental Agreement or Paragraphs 14 or 34. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraphs 14 or 34, materially affecting health, safety and property damage if not corrected that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraphs 14 or 34 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the Rental Agreement.

REMEDY AFTER TERMINATION: If the Rental Agreement is terminated for any cause, the Landlord has a

26. 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. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

EARLY TERMINATION WITH NOTICE: In the event the Tenant terminates this contract prior to the

27. conclusion of the terms in paragraph three (3) the following charges are to be paid to the Landlord to mitigate any damages suffered by the Landlord due to the early termination: Tenant agrees to pay all rent and late fees due to the Landlord for the period of time left on the lease unless the Landlord has re-rented the unit or if the Landlord does not take steps to find a new Tenant for the unit. Tenant further agrees to assume cost due the Landlord resulting from their efforts to locate a new Tenant or securing the residence. Fees may include but are not limited to: Advertising, Leasing Commissions, Re-Keying, Management costs owed by the Landlord due to securing a new tenant plus cleaning or any other steps taken to return the unit to marketable condition. Landlord and Tenant agree that these fees are not punitive in nature but are rather to be used to mitigate damages resulting from the early termination of the lease by the Tenant. Tenant must provide such notice in writing at least 30 days in advance.

28. **NOTICE:** A Landlord receives notice when it is delivered in writing at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.
29. **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 duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based on nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation 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 of promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peacefully and quietly hold and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
31. **PROVISIONS:** The provisions of this rental agreement shall be binding upon and insure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **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 his rights under the rental agreement to any mortgage given by Landlord hereunder, whether to secure construction of permanent or other financing. Tenant 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 of amendments hereto, if any, and other information reasonably requested.
33. **TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE AGREEMENT SAID RIGHT OF OWNERSHIP.**
34. **RULES AND REGULATIONS:** Tenant, or any member of Tenant's family, guest, or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug activities. **Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.**
- a. **ALTERATIONS:** No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and it 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. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become property of the Landlord.
 - b. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord.
 - c. The premises, common elements and limited common elements, are subject to applicable rules, regulations, covenants/restrictions either posted by the Landlord or any Homeowner Association or Municipal Ordinance and the Tenant agrees to observe faithfully all those rules and regulations that are currently in effect or may be adopted. The Tenant () has () has not been given a copy of the community (HOA) rules and regulations. **ANY FINES, FEES OR CHARGES DUE TO VIOLATIONS SHALL BE PAID BY TENANT.**
 - d. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property without written approval by the Landlord. Any such vehicle may be removed by Landlord at the expense of Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter. Tenant shall be responsible for any damage to the Landscape due to the parking or driving of vehicle on yard. Tenant shall not park nor drive on the yard at anytime without written approval by the Landlord; such approval does not release Tenant from responsibility for damages to the yard.

- e. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of premises.
- f. No pets are allowed unless the "Pet Agreement" is attached to this rental agreement and any required pet fee is paid.
- g. Tenant shall keep all utilities serving the premises on at all times during the term of the rental agreement and through the completion of the move-out inspection including but not limited to garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the move-out inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of \$25.00.

INSPECTIONS:

- a. **MOVE-IN INSPECTION:** Tenant acknowledges that the Tenant is accepting the premises in 'As Is' condition with the exception of any repairs or modifications as required by law. Tenant acknowledges that Tenant has been provided a move-in inspection form to be completed and returned to Landlord within seven (7) days of possession or Tenant may be responsible for damages to the property based on the Landlord's findings.
 - b. **MOVE-OUT INSPECTION:** It is agreed that the move-out inspection will be made within three (3) working days after Tenant has completely vacated the premises and notified Landlord in writing. Said inspection will be conducted during normal business hours Monday through Friday. No Move-Out inspection will be made on holidays or weekends and **utilities must be left on for this inspection**. Tenant will be charged if a return visit by the Landlord is necessary due to Tenant not being completely moved out. Tenant has a right to be present during the inspection and Tenant's failure to appear shall constitute the Tenant's agreement to accept the Landlord's report as conclusive and final.
35. **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 the use of the singular shall include the plural.
36. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:
- Mail: **Doug Shorter Property Management, Inc.**
4754 Franchise Street
N. Charleston, SC 29418-2909
- Phone: (Office) 843-760-5280 • (Fax) 843-760-5282 • (Email) dspm@knology.net
37. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this rental agreement, nor shall they affect its meaning, construction or effect.
38. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this agreement may be communicated by use of a FAX or other secure electronic means including but not limited to electronic mail and the Internet and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
39. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
40. **ENTIRE AGREEMENT:** This rental agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this rental agreement shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**
41. **NON-RELIANCE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a

merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

42. **PROPERTY MANAGEMENT:** Agent is the authorized agent of Landlord for the purposes of managing Property in accordance with a separate management agreement. If there is an agreement between Landlord and Agent to manage Property: (1) Tenant agrees to communicate with Broker on all issues relating to or arising out of this Lease Agreement; (2) Agent shall have the power and legal authority to exercise the rights of the Landlord hereunder, (3) Tenant shall pay the rent due hereunder to Agent at the address of Agent specified herein or at such other address of which Agent may give notice to Tenant, and (4) subject to the management agreement, Agent shall perform the obligations of Landlord hereunder. The termination of the management agreement shall not terminate this Lease.

43. **ADDITIONAL TERMS:** _____

WHEREFORE, 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 supersedes all prior or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this rental agreement shall bind and insure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW**, in addition to location of Premises.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day any year above written.

THE FOLLOWING ADDENDUMS ARE ATTACHED AND CONSIDERED A PART OF THIS LEASE AND SUPERCEDE ANY PORTIONS OF THE LEASE IN CONFLICT WITH THE ADDENDUMS TERMS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Tenant

Witness to Tenant

Tenant's Email Address: _____

Primary Phone: _____ Fax: _____

Tenant

Witness to Tenant

Tenant's Email Address: _____

Primary Phone: _____ Fax: _____

Landlord or Agent for Landlord

Witness to Landlord or Agent for Landlord