



RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

**State of South Carolina
County of Anderson**

This rental agreement made at Anderson, South Carolina, this 5TH day of **FEBRUARY, 2009**, between Tenant(s) **JOHN AND JANE DOE** (hereafter referred to as "**TENANT(S)**"), and **ANN D. TAYLOR**, Agent for Owner (hereinafter referred to as "**LANDLORD**"), shall provide as follows:

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina 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 Anderson, State of South Carolina, which parcel of land with improvements, will constitute the premises. Said parcel of land is more particularly described as follows:

**JOHN AND JANE DOE
100 ANDERSON STREET
ANDERSON, SC 29621**

3. **TERMS:** This Rental Agreement shall commence on the 1st day of **MARCH, 2009**, and ends on the 28TH day of **FEBRUARY 2010**. This is a **12-month lease**. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof, Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord. **A 60-DAY WRITTEN NOTICE MUST BE GIVEN BEFORE MOVE OUT.**
4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Base Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)
5. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, 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.
6. **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 \$ _____ **annually**. The rent is **payable to Anderson Property Management (APM)** or as Tenant may be advised from time to time in writing.

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.

LATE FEES: If total rent amount is unpaid after the 5th, Tenant will be charged \$50. Another \$50 charge will be added after the 10th. If the monthly rent is \$1,000.00 or more, then there is a 10% late fee after the 5th.

KEY POLICY: All rents and security deposits must be paid, and utilities changed into your name, before you may receive the key to the unit.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: **MR. & MRS. JOHN DOE and CHILDREN.**

In no event shall more than **4** person(s) be allowed to occupy said premises. In the event that persons not on this Lease, move into the property listed herein, rent will automatically increase.

- 8. RETURNED CHECKS:** Tenant agrees to pay \$ **35.00** for each dishonored check for bookkeeping costs and handling charges, plus late charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first months rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated. **IF WE RECEIVE A RETURNED CHECK WE WILL AUTOMATICALLY START THE EVICTION PROCESS.**
- 9. RENEWAL TERMS:** With sixty (60) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial 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. Sixty (60) days written notice by either party is required prior to termination during such month-to-month term. **IF YOU DO NOT RENEW YOUR LEASE, YOUR RENT WILL AUTOMATICALLY INCREASE \$25.00. IF YOU HAVE GIVEN YOUR 60-DAY NOTICE, WE WILL PUT A SIGN IN THE YARD AND SHOW YOUR PROPERTY WITH A 24-HOUR NOTICE.**
- 10. SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than **5 days**.
- 11. UTILITIES AND SERVICES:** Tenant agrees to pay for the utilities and services except: **NONE IS INCLUDED IN THE RENT.** In the event of the 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 service 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 the Lease. **FAILURE TO KEEP UTILITIES CURRENT COULD RESULT IN EVICTIONS.**
- 12. TENANT OBLIGATIONS:** The following items detail the obligations of the Tenant:
 - a.** Tenant hereby agrees to change all air filters every 30 days. Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants; keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for the removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises. **YOU MUST KEEP THE OUTSIDE OF PROPERTY IN CLEAN AND NEAT CONDITION. ALL TOYS MUST BE PICKED UP; NO BROKEN FURNITURE MAY BE LEFT LYING AROUND, NO CLOTHES LINES ATTACHED TO THE PROPERTY, NO LAWN EQUIPMENT IN THE YARD. ABSOLUTELY NO BAGS OF GARBAGE LYING OUTSIDE OF THE PROPERTY. IF ANDERSON PROPERTY MANAGEMENT FINDS THIS, YOU WILL RECEIVE A NOTICE. THE SECOND TIME, YOU WILL BE FINED \$50.00. THE THIRD TIME WILL RESULT IN EVICTION.**
 - b.** 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 related 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.
 - c.** It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agree to 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 and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain. **FAILURE TO DO SO WILL RESULT IN EVICTION.**
 - d.** Tenant agrees to 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. 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 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 the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.
 - e.** Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke

detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

- f. Tenant is not allowed to have any vehicles on the property that is not in drivable condition. All vehicles must have a tag and a current license. Any Vehicles that have flat tires, broken windows, etc. will be considered as a non-drivable vehicle and will be towed at the owner's expense. No other notice will be given to the Tenant. **THIS IS THE ONLY NOTICE THAT WILL BE GIVEN TO TENANTS.**

- 13. **MAINTENANCE OF PREMISES, PEST CONTROL:** 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 and gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within **three (3) days of possession**. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that the said premises had 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 _____.

- 14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord:

- a. Stove
- b. Refrigerator
- c. Dishwasher
- d. Disposal
- e. Washer*
- f. Dryer*
- g. Microwave
- h. Trash Compactor
- i. Other:

*There will be no repairs performed on Washers and Dryers.

- 15. **INSURANCE:** Tenant is required to insure his/her own possessions against fire and other catastrophes and a copy of said policy shall be provided to Anderson Property Management. Landlord and Tenant hereby release each other from liability loss or damage occurring on or to the leased premises or the premises of which they are a 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 of recovery against each other for such loss or damage. Willful misconduct lawfully attributable to either party, 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. **DUE TO INSURANCE REASONS, NO TRAMPOLINES ARE ALLOWED ON ANY PROPERTY AT ANY TIME.**

- 16. **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 Unit without consent of the Tenant under the following circumstances:

- 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 and 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 services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided 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 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 for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times. **IF YOU CALL IN A WORK ORDER, REPAIR PERSONNEL HAS THE RIGHT TO COME IN TO DO THE WORK. SEE 16-C.**

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 or process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

ANDERSON PROPERTY MANAGEMENT CAN PERFORM AN INSPECTION AT ANY TIME AS LONG AS THE TENANT IS PROVIDED A 24 HOUR NOTICE.

- 17. MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the **N/A** area, and shall receive permanent change of station orders out of the **N/A** area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with a thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement.

Normal enlistment termination or other type discharge from the 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 or protection offered by this section.

- 18. DEFINITION OF "SIXTY (60) DAY NOTICE":**

YOU MUST GIVE A 60-DAY WRITTEN NOTICE TO OUR OFFICE, 60 DAYS PRIOR TO YOUR LEASE EXPIRATION AND FULFILL YOUR ENTIRE LEASE IN ORDER TO HAVE YOUR SECURITY DEPOSIT REFUNDED. Any written notice given by either party to the other party in order to meet a sixty (60) day notice requirement will be deemed given, and the sixty (60) 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 sixty (60) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration of lease is not on the last day of the calendar month, the sixty (60) days notice is required to conform to the expiration dates. **UPON RECEIVING YOUR 60-DAY NOTICE, WE WILL PUT A SIGN IN THE YARD AND SHOW THE PROPERTY WITH A 24-HOUR NOTICE.**

- 19. 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 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 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 proper accounting as required by law. Accounting for rent in the event of termination or appointment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit 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.

- 20. 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 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 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 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.

- 21. 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 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 person 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.

- 22. SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord **A SECURITY DEPOSIT OF \$0.00 AND A \$50.00 KEY DEPOSIT** 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 and the amount of loss of rents or damagers 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 of the Tenant together with the amount due, if any, within 30 days after 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:

- a. pool tags
- b. keys for mail box
- c. keys to unit (including deadbolt and/or storage area)
- d. Other: _____

the Tenant is not entitled to deposit 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.

YOU MUST GIVE A 60-DAY WRITTEN NOTICE TO OUR OFFICE, 60 DAYS PRIOR TO YOUR LEASE EXPIRATION AND FULFILL YOUR ENTIRE LEASE IN ORDER TO HAVE YOUR SECURITY DEPOSIT REFUNDED.

- 23. 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 12 above, 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.

If rent is unpaid when due and the Tenant fails to pay rent within five days form the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relied in magistrates or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. 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 Paragraph 12 above, materially affecting health and safety 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 Paragraph 12 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. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

24. **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.
25. **NOTICE:** A Landlord receives notice when it is delivered 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.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.
28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the **prior written consent** of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments:
 - a. A non-refundable deposit of \$300.00 (per pet 40lbs or less) or \$500 (per pet over 40lbs)
 - b. Rent for the pet(s) in the total amount of \$ N/A, for the term of this agreement.

Tenant shall be responsible for the animal; its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal. **SEE PET ADDENDUM.**

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 upon nonpayment of rent, or in an action for rent concerning a period where 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 or promise has been made by either party hereto except herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceable and quietly have, hold, and enjoy rented premises for the term mentioned without hindrance of interruption by the Landlord.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure 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 its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction of 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 of amendments hereto, if any, and any other information reasonably requested.
33. **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 provided only that 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.
34. **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 Manger-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 Broker-in-Charge or Property Manager-in-Charge by this written agreement said right or ownership.

- 35. RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises. **IT IS THE RESPONSIBILITY OF THE TENANT TO HAVE RENTER'S INSURANCE. IT IS VERY INEXPENSIVE AND VERY NECESSARY.**
- 36. 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.
- 37. LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, request, and demands, unless otherwise stated herein, shall be addressed and sent to:

**Anderson Property Management
2307 N Main Street
Anderson SC 29621
Phone: 864-224-2536
Fax: 864-224-9547**

- 38. CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for the convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.
- 39. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this agreement may be communicated by use of 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 valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the original handwriting of each party.
- 40. TRANSFER CLAUSE:** If a tenant's employment requires tenant to move beyond 50 miles from the rental property, tenant must provide Anderson Property Management a statement on employer's letterhead of such move. Tenant must give a 45-day notice of intent to transfer. Tenant's security deposit will not be refunded. Tenant is responsible for all monies due until such time as the property is re-rented.
- 41. ADDITIONAL TERMS:**
- a. **SMOKE ALARMS:** There are working smoke alarms in all bedrooms and kitchen. It is the Tenant's responsibility to keep them in working order.
 - b. **LEASE RENEWAL:** If you choose to go month to month and not renew your lease, there will be a \$25.00 increase in rent and you must sign a Month-to-Month Acknowledgement document.
 - c. **MOVE OUT PRIOR TO LEASE EXPIRATION:** If you have to move out prior to your lease expiration you will be required to pay an early termination fee of **\$1,248.00** (one thousand two hundred forty eight dollars and no/100's) and tenant's said security deposit will be refunded minus any damages or charges owed to **ANDERSON PROPERTY MANAGEMENT.**
 - d. **COLLECTIONS:** Any failure of the above terms that cause an expense or loss of revenue to **ANDERSON PROPERTY MANAGEMENT/PROPERTY OWNER** will be turned in for collections and will be reported to the local credit-reporting agency.

Tenant Date

Tenant Date

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 written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of the Rental Agreement shall bind and inure 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 E-MAIL ADDRESS, PHONE AND FAX NUMBERS LISTED BELOW.

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

Tenant

Witness to Tenant

Tenant's Email

Phone Number

Fax Number

Tenant

Witness to Tenant

Tenant's Email

Phone Number

Fax Number

Landlord

Witness to Landlord

BROKER/TENANT TRUST ACCOUNT INTEREST AGREEMENT
Relating to Deposits called for in Residential Rental Agreement

According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on your security deposit belongs to you until the completion of your Obligations in reference to the Residential Rental Agreement dated **FEBRUARY 13TH, 2009**, between **ANN D. TAYLOR**, Broker and **JOHN DOE & JANE DOE**, Tenants. This form authorizes the bank to pay interest to us on our Trust Account.

It is understood that Broker has the option to place deposited monies into an interest bearing account and to retain all interest incurred in said account.

ANDERSON PROPERTY MANAGEMENT
Real Estate Brokerage Firm

ANN D. TAYLOR
Broker

_____ **YES, I authorize Broker to retain interest earned on my security deposit.**

Tenant Date

Tenant Date

_____ **NO, I do not authorize Broker to retain interest earned on my security deposit.**

Tenant Date

Tenant Date

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RULES AND REGULATIONS REGARDING PETS
Addendum to Residential Rental Agreement

PROPERTY: _____

PET OWNER: _____

TYPE OF PET: _____ AGE: _____

SPAYED OR NEUTERED: _____

DECLAWED: _____

VACCINATIONS: _____ COPY INCLUDED: _____

ALLOWED INSIDE OR OUTSIDE?: _____

SECURITY DEPOSIT WILL BE \$0.00

IF PETS ARE ALLOWED THEN THERE IS A \$300.00 NON-REFUNDABLE DEPOSIT FOR EACH ANIMAL UNDER 40 POUNDS AND A \$500.00 NON-REFUNDABLE DEPOSIT FOR EACH ANIMAL OVER 40 POUNDS.

Pet owner will be responsible for any damage caused by the pet to the property. Pet owner also agrees to accept financial responsibility for any damage caused by pet, whether or not specifically stated in this agreement.

I understand and agree that the following pets are prohibited:

- a. Pit bulls, Rottweilers, and Doberman Pinchers, as well as any dogs with a history of being dangerous or destructive to other tenants and properties.
- b. Endangered species, snakes, wild animals and farm animals (ex: chickens, pigs, goats, wolves, etc.)

All waste matter created by the pet(s) shall be cleaned up by the pet owner at regular intervals.

This is to certify that the above information is correct to the best of my knowledge and that I have read the agreement for all pets and fully understand them and agree with these terms.

A PHOTO OF THE PET(S) MUST BE SUBMITTED TO ANDERSON PROPERTY MANAGEMENT.

SIGNATURE

SIGNATURE

DATE

WITNESS/APM

RULES REGARDING USE OF PROPERTY
Addendum to Residential Rental Agreement

The Property leased, known as **RENTAL PROPERTY ADDRESS** is to be used as a residence only. No business of any sort may be conducted at or on this property without express, written permission from the Landlord. Tenants may not run any of the following businesses under any circumstances:

- a. Daycare
- b. Car Repair / Sales
- c. Beauty / Barbershop
- d. Retail Sales / Service
- e. Pet Care Services / Breeding

Tenant Date

Tenant Date

Witness (APM)

MAINTENANCE CHARGES
Addendum to Residential Rental Agreement

The following is a non-exclusive list of things that Tenant(s) are most often charged with. If you request maintenance to be done on the property and our maintenance crew goes out to fix it and they see it was caused by the Tenant(s), you will be billed for it. If it is considered normal wear and tear it will be billed to the owner of the property.

- a. Stopped up sinks
- b. Stopped up toilets
- c. Stopped up disposals
- d. Stopped up tubs/showers
- e. Broken Windows
- f. Torn or missing window screens
- g. Furnace problems caused by neglecting to change the filters (heating and/or cooling)
- h. Trash around the property
- i. Neglect of lawn maintenance

Smoke alarms, light bulbs, and basic maintenance are considered tenants responsibility to maintain (see lease for details under Paragraph 12 **"TENANT OBLIGATIONS"**). Anderson Property Management will supply smoke alarms, however, tenant must keep them in working order.

Tenant Signature Date

Tenant Signature Date

CLEANING CHECK-OFF SHEET AND RELEASE OF SECURITY DEPOSIT

Addendum to Residential Rent Agreement

Upon moving out, the premises must be in “move-in” condition: blinds, windows, and fans should be cleaned. All cabinets need to be wiped out and old shelving paper removed. All walls need to be touched up or painted; no holes from hanging pictures, etc should be visible. Baseboards need to be free from dust. Floors need to be swept and mopped. Carpet needs to be vacuumed and professionally cleaned. All appliances must be cleaned inside and out. If torn screens, they must be replaced as well as broken windows. Light bulbs must also be replaced, etc. All belongings and trash must be removed from the property. **TENANT WILL LOSE ALL OF THEIR SECURITY DEPOSIT IF ANY BELONGINGS ARE LEFT IN THE PROPERTY.**

In order to receive your security deposit refunded to you, these things must be done prior to returning the keys on your move out date. You will receive your security deposit and/or a letter stating what was deducted from your security deposit within 30 days. **We have made a check-off list for you as follows (prices below are standard estimated charges if not done prior to you moving out, prices may vary depending on size and quantity):**

ALL OF OUR PROPERTIES ARE NON-SMOKING. IF YOU SMOKE INSIDE YOUR UNIT, YOU WILL BE CHARGED THE EXPENSE OF PAINTING UPON MOVE-OUT.

CLEANING CHECK-LIS

- a. Carpet and Floorings:
*Carpets Must Be Professionally Cleaned
*All Hard Floors Must Be Mopped
- b. Windows:
- c. Coverings& Broken Blinds:
- d. Stove and Oven:
- e. Refrigerator:
- f. Dishwasher:
- g. Disposal:
- h. Cabinets/In and Out:
- i. Screens:
- j. Bathrooms:
- k. Closets:
- l. Heat and A/C Filters:
- m. Fire Alarm Batteries:
- n. Ceilings:
- o. Doors:
- p. Locks and Keys:
- q. Light Bulbs:
- r. Garage Door Openers:
- s. Attic:
- t. Drive Way or Garage:
- u. Remove All Belongings:
- v. Haul Off All Trash:
- w. Lawn Maintenance:

Tenant must notify Anderson Property Management regarding when utilities will be disconnected.

Tenant Signature

Date

Tenant Signature

Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Residential Rental Agreement

Property Address: RENTAL PROPERTY ADDRESS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord Disclosure:

_____ (a) Presence of lead-based paint hazards: Landlord has no knowledge of lead-based paint and/or lead-based hazards in the housing.

_____ (b) Records and reports available to the landlord: Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenants Acknowledgment:

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet ***Protect Your Family from Lead in Your Home.***

Agent's Acknowledgment:

_____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Landlord _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

LAW OF SOUTH CAROLINA FOR RENTAL PROPERTY: SMOKE DETECTORS

SECTION 5-25-1330. Responsibility of owner of dwelling to supply and install smoke detectors in rental dwellings and housing; instructions for operation of detectors; notice of deficiencies in detectors; repair or replacement of detector.

- A.** The owner of a dwelling is responsible for supplying and installing the smoke detectors in rental dwellings and housing and shall provide the tenant at the time the tenant takes possession of the dwelling written or verbal instructions, or both, for testing the detectors and replacing batteries in battery-powered detectors.
- B.** The tenant of a rental dwelling shall notify the owner in writing of any deficiencies in the performance of the smoke detectors. The owner must be considered notified upon delivery of the written notice at the place of business of the owner through which the rental agreement was made or at any place held out by him as the place of receipt for the payment of rent or other communications.
- C.** Upon written notification by the tenant that a smoke detector is deficient, the owner shall repair or replace the detector within fifteen days. No obligation is created hereby for the owner to replace or repair a detector that he determines upon visual inspection or testing has been deliberately tampered with, damaged, or destroyed by the tenant or any person authorized to reside in the residence by the tenant and notifies the tenant in writing of these findings. The owner may repair or replace a detector that he determines has been deliberately tampered with, damaged, or destroyed by the tenant or any person authorized by the tenant to reside in the residence and may assess against the tenant the actual cost of the repair or replacement of the detector.
- D.** No obligation is created hereby for the owner to provide batteries for battery-powered detectors allowed under Section 5-25-1320.

Tenant

Date

APM/Landlord

Date

P.O. Box 8002
Anderson, SC 29622-8002
(864) 260-4000
www.andersoncountysc.org

The following is a list of guidelines that you, the tenant, must follow concerning trash disposal in the county limits (apartments, etc):

1. When a trash bag is full, you must secure the trash bag to prevent any loose items coming from the bag.
2. When you go to deposit your trash in the dumpster, if it is full, do not leave the bag on the ground next to the dumpster. This can cause loose trash to scatter over the entire complex. You may carry your trash to a County dumpsite or call management to have the dumpster emptied.
3. Under any circumstances, you CANNOT leave trash bags on the curb in or near your unit. You must be responsible enough to be completely sure that your trash is deposited inside the dumpster.
4. You may only deposit trash in the dumpster that is assigned to your unit. Failure to follow this procedure could result in Anderson County Environmental Enforcement issuing you a citation (litter ticket).
5. Adults who allow children to “take out the trash” as a possible chore, must ensure that the child follows all these procedures as well. Any parent or guardian of a child who fails to properly secure all trash will be held accountable.
6. Any violation of the above list will result in a fine of \$1,025.00 plus 30 days in jail, and a minimum of 20 hours community service.

If you have any questions, please contact Anderson Property Management or the Environmental Enforcement Department at 260-5576.