

RESIDENTIAL RENTAL AGREEMENT

STATE OF South Carolina

ADVANTAGE PROPERTY MANAGEMENT, LLC

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| Date/Parties | This rental agreement made and entered into this ____ day of _____, 20____, by and between Advantage Property Management, Landlord, and _____, Tenant. |
| Description And Terms | 1. That Landlord, in consideration of the rent served herein to be paid by said Tenant and of the covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Tenant, does hereby let and rent unto said Tenant the premises known as _____, in or near _____, South Carolina, _____ to be used and occupied as a residence, and for no other purpose for a term beginning _____ and ending _____. If either the Landlord or Tenant does/does not wish to renew this rental agreement, the party shall notify the other party in writing by _____ of such intention. |
| Use | 2. Tenant agrees that the dwelling is to be used in accordance to the laws of _____, as a private dwelling and for no other purpose. There shall be no pets, unless specified otherwise. At which point, a non-refundable pet fee of \$_____ will be required. The Lessee agrees not to allow any nuisance or illegal activity to exist on the premises and to maintain the premises in an orderly fashion and neat condition. Lessee recognizes that excessive noise by tenant or tenant's guest or other activities disturbing other renters of the Lessor shall constitute default under the terms of this lease. Tenant is also responsible for the acts of their children, pets, and visitors. |
| Rent | 3. That Tenant, in consideration of the use of the deemed premises and of the covenants and agreement made herein by the Landlord, rents said premises and does hereby promise to pay Advantage Property Management, LLC, agent for the Landlord, on the first day of each month, as a rental, (\$_____) dollars in check, cash, or money order. Rents shall be paid at the office of Advantage Property Management, LLC, 391 College Avenue, Suite 202, Clemson, South Carolina 29631. |
| Late Fees | 4. <u>Tenant understands that if the total rent is not received in the office of Advantage Property Management, LLC by the fifth (5th) of each month, there will be a \$25.00 late fee plus the costs of eviction, both in addition to the full amount of the rent. Eviction proceedings will begin on the first working day following the 5th of each month. You will get no other notice as long as you live in this rental unit.</u> If a check is returned for any reason, there will be a \$30.00 charge in addition to the full amount of the check. An after hours mail slot is provided for your convenience. No two party checks taken for any charges. |
| Security Deposit | 5. A security deposit of \$_____ collected from the Tenant when this lease is executed shall be forfeited to the Landlord (agent) if the Tenant fails for any reason to go into possession of the premises, the deposit shall be held by the Landlord as security against loss from damage, non-payment of rents, or any other damages caused breach of the lease by the Tenant. The deposit may then be refunded to the tenant upon termination of this lease within thirty (30) days, If upon inspection, the premises are found to be in as good conditions as the beginning of the lease, normal wear and tear expected; and provided covenants, agreements and conditions on the part of the Tenant have been complied with entirely. SECURITY DEPOSIT IS NOT TO BE USED AS RENT. |
| Condition Premises | 6. Tenant accepts the premises in the present condition and acknowledges that the premises have been inspected. The Lessee shall inspect said premises and advise the Lessor in writing within fifteen (15) calendar days of any damage or excessive wear and tear not initially noted. The Lessee will receive an acknowledgement to be returned and retained by Lessor until the premise is vacated. |
| Winterizing | 7. In subfreezing (below 32 degrees) weather, thermostats should be set no lower than 50 degrees. Tenant shall be responsible for any damage to said premises or adjoining premises due to lack of adequate heat to prevent frozen pipes. |
| Tenant Maintenance | 8. Tenant agrees to keep and maintain the premises in a good, clean condition and to make no alterations or additions thereon without written consent of the Landlord, or the Landlord's agent. It is especially understood that the Tenant will maintain the following items at their own expense : Keep the sinks, lavatories, and commodes open; report any malfunction within 24 hours; repair/replace any damage to the interior or exterior walls, equipment, electrical or plumbing fixtures, screens, doors, and other furnishings; keep outside grounds free from unsightly objects and other debris; mandatory changing of heating and air conditioning filters every three (3) months ; pay for any service to heating system caused by Tenant's inadequate supply of fuel or filters; repay the Landlord for cost of all repairs made necessary by negligent or careless use of said premises. Tenant is responsible for acts of vandals or burglars until the keys have been returned to the office of Advantage Property Management, LLC. Satellite dishes cannot be connected to the buildings in any form. Cables must be run through existing cable lines. Any holes drilled for the purpose of running cable lines must be approved by Advantage Property Management, LLC. The tenant agrees to promptly report any repairs that need to be made to the property. No Tenant-incurred expenses shall be deducted from the monthly rent under any circumstances whatsoever. To pay for all utilities used while occupying said premises. Tenant shall not paint or wallpaper any portion of the premises without written consent of Landlord. Indiscriminate hanging of pictures, ceiling hooks, decorative plates, stick-on posters and emblems or other items of a similar nature shall be treated as damages. Tenant shall be responsible for the cost of restoring said premises to their original condition if he/she makes any such unauthorized modifications. |
| Right of Re-Entry | 9. Tenant agrees to permit the Landlord or his agents to enter the premises at reasonable hours for the purpose of making inspections and repairs and also to permit the Landlord or his agents to enter the premises in case of fire, storm, or need for emergency repair. The tenant |

THIS IS A LEGAL, BINDING CONTRACT IN ACCORDANCE WITH SOUTH CAROLINA LANDLORD AND TENANT ACT, A COPY OF WHICH IS AVAILABLE FOR YOUR INSPECTION AT THE OFFICE OF ADVANTAGE PROPERTY MANAGEMENT, LLC.

agrees to allow Advantage Property Management, LLC to show the premises during the hours of 9am to 6 pm Monday-Saturday to prospective tenants with a proper 24 hour notice.

Assignment or Subletting 10. The Tenant further covenants that he/she will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet, or transfer said premises or any part thereof without the Landlord's written consent. A sub-letting fee of \$25.00 must be paid by current tenant at the time sublease agreement is signed.

Condemnation 11. It is agreed between the Landlord and the Tenant that if the whole or any part of said premises hereby rented shall be taken by a complement authority or any public or quasi-public use or purpose and in that event, the terms of this rental agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such a taking shall belong to and be property of the Landlord.

Eviction 12. In the event the premises are condemned by a government agency or the Tenant is evicted due to the Landlord's negligence, then this rental agreement will terminate from the date of said eviction. Upon the failure of the Tenant to make any payment of rent when it is due or if the Tenant should breach any other covenants, agreements, or conditions herein contained or if the premises are abandoned, deserted, or vacated, then at the option of the Landlord or his agent, this rental agreement shall terminate after a fourteen (14) day notice the Tenant and the Landlord may re-enter and repossess the said premises and remove and put out Tenant and each and every occupant. In the event of re-entry by the Landlord, it is herein provided that tenant shall be liable for damages to said Landlord for all loss sustained. If Tenant is evicted before the end o lease term, rent will continue to be paid until a qualified replacement resident is located and residing at premises.

Damages by Fire to Premises 13. *Tenant shall be responsible for insuring his own possessions against fire and other catastrophes. Neither the property owner nor Advantage Property Management, LLC will provide insurance for tenant's personal property.*

If during the term of the rental agreement, the premises should be partially destroyed by fire or other casualty, the Landlord shall make whole any damage to the structure with all reasonable diligence and without interruption of Tenancy. If, however, the premises sustain a fire or other casualty that render the premises uninhabitable, then the rental agreement would terminate and the rent would cease to accrue as of the date of the destruction. In the event of fire or other casualty, the Tenant is to notify the Landlord or agent at once. Landlord and Tenant release each other from liability for loss or damage occurring on or to the rented premises or the premises of which they are a part of or of the contents of either thereof, caused by fire or other hazard ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the 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 excuses under the foregoing release and waiver.

Quiet Enjoyment 14. Landlord agrees and covenants that the tenant shall have peaceful and quiet enjoyment of the deemed premises for the duration of this occupancy, provided, of course, that the Tenant complies with the covenants, agreements and conditions stated herein.

Conditions of Security Deposit Return 15. (A) All terms and conditions of rental agreement have been met.
(B) Upon vacating premises, Tenant promises to pay all charges in full. The burden of proof of payment shall be upon the Tenant.
(C) Clean entire residence, remove all trash and other debris from premises.
(D) Lock and fasten all doors and windows
(E) Carpets must be *professionally steam cleaned and a receipt provided for verification.*
(F) Leave forwarding address and return all keys to Advantage Property Management, LLC
(G) Tenant will be charged for any damages to property
(H) See Rules and Regulations
(I) A basic cleaning needs guide should be obtained from the office of Advantage Property Management, LLC

Rules and Regulations 16. Tenant covenants and agrees to abide by the "Tenant Rules and Regulations" a copy which is attached hereto and made a part of hereof

Rent Payment 17. It is expressly understood that this agreement is between the Landlord and each signatory individually and severally. In the event of default by one signatory, each and every signatory shall be responsible for timely payment of rent and other provisions of this agreement, whether jointly or severally.

18. This rental agreement shall be binding upon both parties, their heirs, representatives and assigns. If any part of this rental agreement is not fully understood, then competent advice should be sought. Time is of the essence of this agreement.

IN THE WITNESS WHEREOF, the Landlord and the Tenant have executed that presents the day and the year first above written.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Witness to Tenant/Landlord

Landlord Date

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