

STATE OF SOUTH CAROLINA

RENTAL AGREEMENT

COUNTY OF CHARLESTON

New Lease  Lease Renewal

Property Type \_\_\_\_\_

This Rental Agreement entered into between Craig & Co., agent of the owner, hereinafter known as LANDLORD and \_\_\_\_\_ hereinafter known as TENANT.

**THE ( ) LANDLORD ( ) TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.**

In consideration of the rent to be paid by the Tenant to the Landlord, the parties agree as follows:

- 1. PROPERTY.** The property which is the subject of this Rental Agreement consists of the land and buildings located thereon and is known generally as \_\_\_\_\_
- 2. OCCUPANTS.** Occupants of the property shall be limited to \_\_\_\_\_ and no others. Keys will be distributed to the tenant.
- 3. TERM.** The Landlord leases the premises to the Tenant, subject to the provisions of this Rental Agreement, for a term of \_\_\_\_\_ starting \_\_\_\_\_ and ending at 11:59 p.m. on \_\_\_\_\_. The Tenant agrees to vacate the property on the ending date, leaving it clean and in good condition, free of Tenant's personal property, garbage and other waste, and to return the keys to the Landlord. **Notice requirements are specified in paragraph 19.**
- 4. RENT.** (Consideration). The rent for the term of this lease is \_\_\_\_\_ (Gross) and is payable in monthly installments of \_\_\_\_\_ without demand, at **P.O. BOX 80295, CHARLESTON SC 29416** or at such other place as the Landlord may designate in writing.
- 5. LATE CHARGE AND RETURNED CHECKS. RENT IS DUE IN ADVANCE ON THE 1<sup>st</sup> DAY OF THE MONTH.** If rent is not paid within (5) days of the due date, Landlord may terminate this Rental Agreement. **Rents not paid within five days of the due date are subject to a late charge of \_\_\_\_\_**  
**Returned checks shall be subject to a charge of \$30.00 plus late charges if check is not made good before the sixth day after the due date. If any check for security deposit or the first month's rent is returned for insufficient funds. Landlord may declare this rental agreement void and immediately terminate. Tenant will be responsible for all legal fees and court cost resulting from legal action. Tenant agrees to pay a \$40.00 service fee for each legal filing in magistrate or small claims court in addition to any cost of filing said notice.**
- 6. SECURITY.** The sum of \_\_\_\_\_ will be paid by Tenant upon execution of this agreement and prior to occupancy, to be held by Landlord until the termination of this tenancy, or as otherwise agreed, as security for the full and faithful performance by tenant of all the terms of this agreement. Landlord is given permission to place said security deposits with other security deposits in a trust account and to deduct there from the cost of any cleaning or repairs made necessary by negligence or abuses/misuse of property by tenant and/or any accrued rent or other charges. **TENANT MAY NOT USE SECURITY DEPOSITS AS PAYMENT OF RENTS OR CHARGES DUE UNDER THIS AGREEMENT.** Security deposits or remaining portion will be returned within (30) days after the termination of this tenancy. Deductions, if any, will be itemized and reported to Tenant in writing. To receive a refund within this time, Tenant shall provide Landlord, in writing, with a forwarding address where the deposit shall be sent. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) working days after receiving notice from the Landlord. No security deposit refunds shall be made to any party who is on the rental agreement until all persons under the lease are removed from the premises.
- 7. POSSESSION.** If there is failure to deliver possession of the premises at the commencement of this lease, the monthly rental provided for shall be abated pro-rata on a daily basis and shall not be due until occupancy is available. The Tenant, however, may notify the Landlord upon five (5) days written notice that the lease is to be terminated for failure to deliver the premises. In such case the Landlord shall return all prepaid rent and security deposits. Lease is subject to property being available by \_\_\_\_\_. **Landlord shall not have any liability for delay in possession due to failure of any prior Tenant to surrender possession.**
- 8. INSPECTION.** It is agreed that the check-out inspection will be made within three (3) working days after Tenant has completely vacated the premises and notified Landlord in writing. Said inspection to be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. **No inspection will be made on holidays or weekends and UTILITIES MUST BE LEFT ON FOR THIS INSPECTION.** Tenant may be charged if a return visit by the Landlord is necessary due to the Tenant not being ready to check out. Tenant has 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.
- 9. PETS.** Tenant shall not keep domestic or other animals on or about the premises without prior written consent of the Landlord. If Landlord does, at his sole discretion, consent and if Tenant makes payment of any required pet fee and furnishes proof of insurance coverage on said pet. Tenant may keep and maintain the specified domestic animal upon the leased premises in accordance with the terms thereof, and any special agreement reached between Landlord and tenant shall not be in contradiction of these terms. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord will 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. Any special pet agreement is an integral part of this lease.
- 10. CONDITION OF PREMISES.** Tenant acknowledges that he/she has inspected the premises and agrees that the premises and any common areas are in safe, fit and habitable condition except as noted on the attached check-in inspection report and/or inventory list. Tenant acknowledges receipt of verbal/written instructions of smoke detector operation. \_\_\_\_\_ (INITIAL)
- 11. MAINTENANCE AND REPAIRS.** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in the South Carolina Residential Landlord Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working order and 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.  
The 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, shrubs neatly trimmed, and landscaping maintained. Tenant also agrees to be responsible for removal of Tenant's contagious and other hazardous materials.  
It is specifically understood that the Tenant will, at Tenant's expense, keep sinks, lavatories and commodes open, reporting any initial problem within five (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 which may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and to pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant/Tenancy.  
Tenant agrees to be responsible for, and to make 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. 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 housekeeping repairs. Tenant will be held liable for damage to HVAC systems caused by dirty/missing filters and damages resulting from unreported problems. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT.**
- 12. 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 premises has no infestation of any kind. Any future infestation of any kind, less termites, shall be the responsibility of Tenant. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control.
- 13. DAMAGE OR CASUALTY.** If the premises are damaged or destroyed by fire or other casualty to the extent that normal use and occupancy is substantially impaired. Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of his intention to terminate the rental agreement, in which case the Rental Agreement terminates as of the date of vacating. If continued occupancy is lawful, Tenant may 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 value of unit. Landlord will not be liable for the cost of living arrangements while the property is being repaired. If the Rental Agreement is terminated the event of termination or apportionment will be made as of the date of the fire or casualty.
- 14. EMERGENCY PROCEDURES.** Exception: Hurricane. Tenant agrees to follow all emergency instructions issued by local government authorities in the event of an area-wide emergency/disaster related situation and to perform all recommended precautions and to notify Landlord should Tenant elect to leave/evacuate. The Tenant also agrees to assist in any restoration to the extent of their precautions.

**15. INSURANCE.** Tenant acknowledges that the Landlord does not carry insurance to cover the Tenant's personal property/perishable goods or his personal liability. Tenant is advised to obtain Renter's Insurance to protect his interests. Tenant agrees to comply with the requirements of the Landlords present or future insurance carrier and not to permit anything to be done at or within the premises which shall cause cancellation of or increase in the current rate of insurance thereon. Tenant agrees to obtain liability insurance to cover possible water damage should a waterbed be authorized by the Landlord. **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 the Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant.**

**16. UTILITIES.** Tenant agrees to pay for all utilities except **ALL PAID BY TENANT** In the event of Tenant default on payment of utilities Landlord may pay and charge the 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 the 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 utility hookups and/or connection fees and security deposits in connection with providing utilities to the premises during the term of the lease.

**17. SUB-LETTING.** This Rental Agreement shall not be assigned nor shall the premises be sub-let without written consent of the Landlord. Tenant must have written permission for the Landlord for guest to occupy the premises for more than seven (7) days.

**18. JOINT RESPONSIBILITY.** If this Rental Agreement is signed by more than one person as Tenant, each such party to this Rental Agreement is jointly and severally responsible for rent, for all charges incurred and for performance of the obligations of the Tenant herein.

**19. EXTENSION BEYOND EXPIRATION.** Unless a sixty (60) day written notice, as defined in paragraph 20, is given prior to the expiration of the period herein specified by the Landlord to the Tenant of Landlord's desire to have possession of the premises or like notice give by the Tenant to the Landlord of the Tenant's intention to vacate the premises after expiration of the specified period, then it is hereby agreed this lease will be considered as extended and binding from the expiration of the period herein specified subject to all provisions hereof as a tenancy from month to month which may be terminated on the last day of any calendar month by written notice of not less than sixty (60) days.

**20. DEFINITION OF "SIXTY (60) DAY NOTICE".** 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 date of receipt of said notice. If expiration date of lease is not on the last day of a calendar month then sixty (60) days notice is required to conform to expiration date.

**21. NOTICE.** Any notice required or authorized to be given hereunder or pursuant to applicable law shall be sent by certified or registered mail or hand delivered to the following addresses: Tenant at the address of the premises, Landlord at the address to which rental payments are sent. Tenant must be given a fourteen(14) day notice to comply.

**22. SERVICE.** The name and address of the Landlord or person herein authorized to receive notice or demands under this agreement is

**Craig & Co. Real Estate, Inc. P.O. Box 80295, Charleston, SC 29416 843-763-3939**

**23. DEFAULT.** If Tenant fails to perform any of the terms of this Rental Agreement other than the payment of rent or noncompliance with the provisions of this agreement affecting health, safety or physical condition of the property, the Landlord may deliver written notice to Tenant specifying the breach, and Tenant shall remedy the breach within fourteen (14) days. If Tenant fails to do so, Landlord may terminate this Rental Agreement. As to a default in the payment of rent and/or noncompliance with the provisions of the agreement affecting health, safety or the physical condition of the property, the terms of this agreement and the South Carolina Residential Landlord and Tenant Act shall apply.

**24. IF YOU DO NOT PAY YOUR RENT ON TIME.** This is notice to the Tenant. If Tenant does not pay Tenant's rent within five (5) days of the due date, Landlord can start to have Tenant evicted. Tenant will get no other notices as long as Tenant lives in this rental unit. This notice is given pursuant to, and in compliance with the 1976 South Carolina Code Section 27-40-710(B).

**25. ENTRY BY LANDLORD.** Then Landlord or his agents shall have the right to enter the dwelling during all reasonable hours to examine the same, exhibit the dwelling for sale or pre-leasing, to make repairs, additions, alterations and pest control as Landlord may deem necessary. The Landlord shall retain a key to said property. Except for emergencies and provisions of The South Carolina Residential Landlord Tenant Act, Landlord will give a twenty four (24) hour notice prior to entry.

**26. RULES AND REGULATIONS.** The common area facilities, if any, when open and operating are subject to applicable rules and regulations posted by the Landlord. Parking is provided in designated parking areas and only for the vehicles belonging to the Tenant and guests. No trucks over one (1) ton, GW, tractors, boats, trailers or other vehicles will be permitted to be parked at the premises without written permission of the Landlord. Parking on any grass area is expressly prohibited. The Landlord has the right to tow away and store at the Tenant's expense any vehicles parked or abandoned which become a nuisance to the premises, such as a wrecked or disabled vehicle or vehicles not currently registered or licensed under applicable law. Auto repair requiring disassembly of autos is not permitted without written consent of the Landlord. Tenant shall occupy the premises only as a dwelling and shall not create any disturbance thereon. Tenant agrees to observe faithfully all rules and regulations that Landlord now has, or may hereafter adopt for the uses of the premises to include any restrictive covenants in effect within the community and/or legal jurisdiction.

**27. DRUG OR CRIMINAL ACTIVITIES.** The Tenant, or any member of the 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. Proof of violation shall be by a preponderance of the evidence, unless otherwise prohibited by law.

**28. ALTERATIONS.** Tenant is forbidden to change any locks, add any additional locks, or remove any existing locks without the prior written consent of the Landlord. The Tenant, without prior written consent of the Landlord, shall not deface or alter the walls, ceiling, floors, cabinets, woodwork, stone, ironwork or any other part of the premises, inside or out, or install any satellite dish or antenna. Any alterations of the premises are not permitted unless otherwise specified by the Landlord, in writing. Upon termination of the lease, the Tenant shall restore the property to its original condition of repair, safety and appearance, ordinary wear and tear accepted, except as to the fixtures, carpeting, painting, wallpaper, shrubs or any other plants which Landlord has accepted. If Tenant fails to do so Tenant will promptly reimburse the Landlord for any expenses required to restore the premises.

**29. MILITARY CLAUSE.** If Tenant is a member of the Armed Forces of the United States, stationed in the Tri-County area and shall after the first six (6) months of this tenancy, receive permanent change of station orders out of the Tri-County area. Tenant may, upon presentation of copy of said orders or transfer to the Landlord along with the sixty (60) day notice as specified in paragraph twenty (20) of his intent to vacate, payment of rents to the expiration date of such written notice and any charges in arrears, terminate this Rental Agreement. Enlistment termination or other type discharge from the Armed Forces, unless due to condition beyond the Service Member's control, or acceptance for 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 under this section.

**30. APPLICATION.** Tenant acknowledges that Landlord has relied on information provided by the Tenant in the Rental Application. If any material facts stated are untruthful, Landlord shall have the right to terminate the tenancy immediately and to collect from the Tenant any damages or losses resulting therefrom, including reasonable attorney fees. Tenant and only those persons named in the application or lease shall occupy or use the premises as a residence. Any application must be supported with a picture identification card and verification of his Social Security Account Number. **The application and any addendums attached hereto, are considered an integral part of this lease.**

**31. ABANDONMENT.** The unexplained absence of a tenant from premises for a period of fifteen (15) days after default in the payment of rent, with utility services in place or the unexplained absence of a tenant after default in the payment of rent with utility services disconnected shall be construed as abandonment of the premises. When premises have been abandoned, or the Rental Agreement has personal property on the premises with a fair market value of five hundred dollars (\$500.00) or less, the Landlord may enter the premises, using forcible entry if required, and dispose of the property. All property not covered by this section will be handled under the provisions of the South Carolina Code of Laws. If Tenant abandons the unit, Tenant shall be liable for the rent for the remaining term of this agreement.

**32. 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 ANY 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 IT TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE. BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

**33. LIMITATION OF LIABILITY.** Tenant acknowledges that Landlord/Agent is relieved of any future liability under the terms of this Rental Agreement after Landlord/Agent delivers written notice to the Tenant of the termination of his/her management.

**34. ATTACHED ADDENDUM/ENCLOSURES LISTED BELOW.**

- |                                       |                                      |                                 |
|---------------------------------------|--------------------------------------|---------------------------------|
| (1) Tenant Responsibility _____       | (2) Move Out Charge List _____       | (3) Notice To All Tenants _____ |
| (4) Lead Based Paint Disclosure _____ | (5) Property Inspection Notice _____ | (6) _____                       |

**35. OTHER.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**36. TENANT IS LIABLE FOR ALL ATTORNEY AND COURT FEES ASSOCIATED WITH COURT ACTION BASED ON NON-PAYMENT OF RENT OR BREACH OF LEASE.**

This Rental Agreement is made pursuant to the South Carolina Residential Landlord and Tenant Act and the provisions of said act shall control.

EACH PARTY ACKNOWLEDGES THAT THIS RENTAL AGREEMENT HAS BEEN READ PRIOR TO SIGNING AND THAT THE TERMS ARE AGREED TO

LANDLORD (Name of Owner/Owners): \_\_\_\_\_

AGENT: **CRAIG & CO. REAL ESTATE, INC.**

By \_\_\_\_\_

Tenant \_\_\_\_\_

Witness \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_