

RENTAL AGREEMENT STATE OF SOUTH CAROLINA, COUNTY OF Charleston

This Rental Agreement, a residential home Lease, is entered into between Tin Roof Properties, LLC, the property management company, hereinafter known as LANDLORD on behalf of the owner, and _____, hereinafter known as TENANT, this _____, Charleston, South Carolina, 29403.

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, _____, 3 bedroom 1.5 baths, two story.
2. **OCCUPANTS.** Occupants of the premises shall be limited to one persons. An additional lease and written agreement will be required for further tenants to occupy the premises.
3. **TERM.** The Landlord leases the premises to the Tenant, subject to the provisions of this Rental Agreement, on a ten month term with the agreement that the tenant will give a month notice prior to leaving. 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 17. This lease will begin on _____. Lease reverts to month-to-month following the expiration date.
4. **RENT.** The rent for the term of this lease is payable in monthly installments _____ 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 first day of the month. IF RENT IS NOT PAID WITHIN (5) DAYS OF THE DUE DATE, LANDLORD MAY TERMINATE THIS RENTAL AGREEMENT. Rent paid after the fifth day of the month will be subject to a late charge of \$ 15.00 per day. Returned checks shall be subject to a charge of \$ 30.00, plus late charge if check is not made good before the sixth day of the month. Notwithstanding, if any check of the Tenant for the security deposit or the first month's rent is returned because of insufficient funds, Landlord may declare this rental agreement void and immediately terminated.
6. **SECURITY.** A \$1200 deposit will be given prior to rental of property. Tenant upon execution of this agreement, promises to pay in full any damage caused by his or her use of the property. This agreement is fully binding and will be used if he/she does not comply. Landlord is given permission to place said security deposit with other security deposits and to deduct therefrom, the cost of any unusual cleaning or repairs to the property and/or any accrued rent or late charges, upon vacating of tenant. If the damages sustained by the Landlord as a result of Tenant not fulfilling the entire term of this agreement Landlord may elect to retain sum as liquidated damages. Deductions, if any, will be accompanied by an itemized written notice. Tenant shall pay said charges within five (5) working days after receiving notice from the Landlord.
7. **POSSESSION.** If there is a failure to deliver possession of the premises at the commencement of this lease, the monthly rental provided for shall be abated prorata 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 he elects to terminate the lease for failure to deliver the premises. In such case, the Landlord shall return all prepaid rent and security deposit.
8. **INSPECTION.** It is agreed that inspection will be made within three (3) working days after Tenant has completely vacated the premises and only between the hours of 9 a.m. and 5 p.m. Monday through Friday. No inspection will be made on Holidays or weekends, and UTILITIES MUST BE LEFT ON AT THE TIME OF INSPECTION. Tenant has the right to be present during the inspection, and Tenant's failure to appear at the inspection shall constitute the Tenant's agreement to accept the Landlord's Inspection report as conclusive and final.
9. **PETS.** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. If Landlord does, at his sole discretion, consent, and if Tenant makes payment of any required pet fee, Tenant may keep and maintain the specified domestic animal upon the leased premises in accordance with the terms hereof, and any special agreements 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, over and above the pet fee, done by said 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 caused by animal. Any special pet agreement is an integral part of this lease (Refer to Paragraph 29).

10. **CONDITION OF PREMISES.** Tenant acknowledges that he has inspected the premises and agrees that the premises and the common areas, if any, are in safe, fit and habitable condition. The electrical, plumbing, heating and air conditioning system, if any, and any appliance furnished with the premises are in good working order.
EXCEPTIONS: The washer and dryer remain for the use by the tenants but will not be removed or kept by the tenants. These are the possession of the owner. .
11. **MAINTENANCE AND REPAIR.** Any repairs up to \$35 dollars and within reasonable ease of maintenance are the sole responsibility of the tenants. Beyond this cost or ease of maintenance, the repairs/maintenance will be performed by the owner/landlord. Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition. The Landlord further agrees to maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances supplied by him. The Landlord agrees to comply with all obligations set forth in the South Carolina Residential Landlord and Tenant Act in Article II, Section 21(a).
The Tenant agrees to keep the dwelling unit and all parts of the premises that he uses safe and clean. Tenant shall dispose of garbage and other waste in a safe and sanitary manner. Tenant shall not negligently destroy, deface, impair, or remove any part of the premises or knowingly allow any person to do so. It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories and commodes open, reporting any initial malfunction within five (5) days of occupancy; replace all broken windows and burned-out light bulbs; repair any damage to screens, interior walls and doors. Tenant agrees to report to the Landlord any malfunction of, or damage to, electrical, plumbing, heating or air-conditioning systems. Tenant agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises, including repairs to electrical, plumbing, heating and cooling systems as well as floor coverings, carpeting and appliances, and to pay for repairs resulting from theft, malicious mischief or vandalism by Tenant. 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, broken water pipes or 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 air filters in heating and air-conditioning systems and reporting any water leaks. Tenant will be held liable for damage to heating and air-conditioning systems by filters not being kept in a satisfactory condition.
12. **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 rental value of the unit. If the rental agreement is terminated, the Landlord shall return security recoverable under Paragraph 6 of this agreement and all prepaid rent. Accounting for rent in the event of termination or apportionment will be made as of the date of the fire or casualty.
13. **INSURANCE.** Tenant acknowledges that the Landlord does not carry insurance to cover the Tenant's personal property or his personal liability. Tenant is advised to obtain Renters Insurance to protect his interests. Tenant agrees to comply in all respects with the requirements of the Landlord's 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 Landlord. Waterbeds are not authorized.
14. **UTILITIES.** Tenant agrees that he will pay foron all utilities, used in connection with the premises by the Tenant, and in the event of Tenant's default therein, Landlord may pay the same and add the amount thereof to the installment of rent thereafter falling due hereunder, together with any penalties or interest which may have been paid by the Landlord. Tenant shall be liable for any inspections required by utility companies due to the Tenant's failure to obtain service at time of occupancy, or to maintain said service during term of this agreement.
15. **SUB- LETTING.** This Rental Agreement shall not be assigned nor shall the premises be sublet without written consent of the Landlord. The amount of rent assessed is, in part, based upon Landlord's expectation of one person's usage impacting equipment maintenance, apartment wear and tear, utility usage, waste disposal, and pedestrian egress.
16. **JOINT RESPONSIBILITY.** Each party who signs this Rental Agreement is responsible for rent and the obligations herein.

17. **NOTICE OF TERMINATION.** The provisions of this Rental Agreement shall be for successive one month periods and be considered a month-to-month tenancy. If Tenant intends to vacate the premises, Tenant shall notify Landlord, in writing, at least thirty (30) days prior to the date specified in the notice in the case of any extension, that Tenant intends to vacate. Any termination shall be on the last day of the calendar month, unless otherwise stated herein. If Landlord intends to end the tenancy at the termination date of this agreement, he may do so by giving Tenant at least thirty (30) days notice, in writing, of his desire to so end the agreement. Landlord may terminate any extension of this agreement by notifying Tenant, in writing, at least thirty (30) days before the date specified in the notice. If tenant does not comply with this termination agreement, tenant will be subject to paying a fee of two month's rent.
18. **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. Email is acceptable as well.
19. **SERVICE.** The name and address of the Landlord herein or the person authorized to act on behalf of the owner is Mark Johnson or Jason Williams with Tin Roof Properties, LLC. Service of process may be made upon said agent and he is authorized to receive notice or demands under this agreement.
20. **DEFAULT.** If Tenant fails to perform any of the terms of this rental agreement, other than the payment of rent, or non-compliance with the provisions of this agreement affecting health, safety or the 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 non-compliance with the provisions of the agreement affecting health, safety or the physical condition of the property, or the terms of this agreement, the lease, at the option of the Landlord, shall terminate and be forfeited, the Landlord may enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default of or breach, and termination and forfeiture of the lease shall not result if, within five (5) days of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
21. **ENTRY BY LANDLORD. ENTRY WILL BE MADE BY THE LANDLORD IN ACCORDANCE WITH THE SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT, SECTION 25:**
- (a) A 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.
- (b) A landlord or his agent may enter the dwelling unit without consent of the tenant:
- (1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;
- (2) 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 right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to the entering, the landlord announces his intent to enter to perform services; or
- (3) Between the hours of 9:00 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 his intent to enter to perform services.
- (c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.
- (d) A landlord has no other right of access except:
- (1) pursuant to court order;
- (2) as permitted by Sections 34 and 35 of Article IV;
- (3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- (4) unless the tenant has abandoned or surrendered the Premises.
22. **RULES AND REGULATIONS.** The common area facilities, if any, when open and operating are subject to applicable rules and regulations posted by the landlord. Tenant shall occupy the premises only as a dwelling unit and

shall not create or permit any nuisance, or create any disturbance, nor conduct or permit any illegal activities thereon. Tenant agrees to observe faithfully all rules and regulations that the 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.

23. 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. Furthermore, without prior written consent, the Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter the walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the premises inside or out. Any wall decorations must be hung with "bulldog" type hangers. Any alteration or improvements made by the Tenant including any fixtures, carpeting, painting, wallpaper, shrubs or any other plants shall become a part of the premises unless otherwise specified by the Landlord in writing. Upon termination of this lease, the Tenant shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, shrubs or any other plants that Landlord has accepted. If Tenant fails to do so, Tenant will promptly reimburse the Landlord for any expenses required to so restore the premises.
24. 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 a copy of said orders or transfer to the Landlord, along with 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 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 under this section.
25. APPLICATION. Tenant acknowledges that Landlord has relied on the information provided by the Tenant in the rental application. If any material facts stated in the application are untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from the Tenant any damages resulting therefrom including reasonable attorney fees. Tenant and only those persons named in the application shall occupy or use the premises as a residence. Also, with this signature below, the tenant gives express permission to Tin Roof Properties, LLC to run an applicable background check and have access to personal records and social security numbers.
26. ABANDONMENT. The unexplained absence of a Tenant from premises for a period of fifteen (15) days after default in the payment of rent shall be construed as abandonment of the premises. When premises has been abandoned, or the rental agreement has come to an end and the Tenant has removed a substantial portion of his property or voluntarily and permanently terminated his utilities, and has left personal property on the premises with a fair-market value of five hundred (\$500.00) dollars 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 Code of Laws of South Carolina for 1976, Sections 27-37-10 to 27-37-150. If Tenant abandons the unit, he shall be liable for the rent for the remaining term of this agreement pursuant to and subject to Section 35(b) of the South Carolina Residential Landlord and Tenant Act.
27. LIMITATION OF LIABILITY. If property described in this rental agreement is delivered to a bonafide purchaser in a good faith sale, Landlord is relieved of liability under this agreement for acts and events occurring after written notice to the Tenant of the conveyance.
28. MISCELLANEOUS. This Rental Agreement expresses the entire agreement of the parties. No agreement, statement, representation, promise, etc. shall bind either of the parties unless it is in writing and contained in this agreement.
29. OTHER TERMS, CONDITIONS, ADDENDA:
Tenant agrees to pay all of electricity, water and cable. The owner agrees to pay for lawn service and the security alarm monitoring service. Written notice of a violation will be given and the money removed from the security deposit. A \$300 non-refundable pet deposit will be collected for two dogs. The tenant will be allowed to pay his security deposit in two installments. ½ will be paid upfront and the second payment is due in full on the second month of occupancy. Failure to comply renders this agreement null and void.

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: _____

TENANTS: _____

By: Mark Johnson or Jason Williams

Owners

Tin Roof Properties, LLC