

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

RENTAL AGREEMENT

INITIAL LEASE _____ RENEWAL _____

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____, between **Holy City Rental**, as the property owner, hereinafter referred to as **Landlord**, (service of process may be made upon said agent and it is authorized to receive notice or demands under this agreement) and _____ hereinafter referred to as **Tenant**, Landlord leases unto said Tenant, and said Tenant does hereby lease from said Landlord all of said premises situated in Charleston County, State of South Carolina, known as _____ for use as a private dwelling occupied by **adult(s)** and no children for a term of _____ year, _____ days; said term to commence on _____, _____ and end on _____, _____ **at 12:00 p.m. (Noon)**; said Agreement being subject to the following terms and provisions:

SECTION 1: RENT:

A. RENT: Tenant agrees to pay, without demand, to Landlord as rent for the premises above mentioned the total rental of _____ **and No/100 (\$_____ .00)** Dollars payable in installments of \$_____ .00 per month for this Lease term. Payment must be made by the **FIRST (1st) DAY** of each and every calendar month during the life of this Lease by making said payment to Landlord.

B. LATE CHARGES: Each time Tenant's rental payment is actually received by Landlord AFTER the first day of the month, a **late charge of Twenty-Five and No/100 (\$25.00) Dollars per day** must be added to the payment. Said Late Charge is assessed to reimburse Landlord for its additional bookkeeping and accounting costs and is not a remedy for default in payment of rent when due. Landlord does not waive its right to any legal remedy provided for herein or at law by acceptance of payment of such charge.

C. METHOD OF PAYMENT: Tenants shall pay with ONE check only. If a check is returned for NSF, Tenant shall be obligated to pay a **Fifty and No/100 (\$50.00) Dollars handling charge on all returned checks** given by Tenant to Landlord for rent or any monetary obligation of said Tenant. Additionally, if a check is returned NSF, section **B. LATE CHARGE** above shall apply and be used to calculate late charges back to the first of the month. If Landlord receives a returned check for rent or any monetary obligation from Tenant, Landlord reserves the right to refuse any future payments made by personal check from Tenant and may require that Tenant make all future payments by either cashiers check, money order or cash. Cash should **not** be sent through the mail and if Tenant chooses to mail cash, Tenant bears the risk of loss. In the event, a Tenant(s) fails to make restitution for a returned check, nothing in this lease should be construed as waiving or limiting Landlord's statutory and/or civil remedies for the recovery of losses resulting from said returned check.

D. ADDRESS: Rent shall be paid by Tenant to Landlord by mailing to **Holy City Rental; P.O. Box 1774, Mt. Pleasant, SC 29465.** The post-marked date will serve as the receipt date.

E. ADDITIONAL CHARGES: If Tenant has incurred late charges and/or returned check charges, they must be included with the rent payment. Rent will NOT be considered paid and will NOT be accepted unless the above incurred charges are included.

IF RENT IS UNPAID WHEN DUE AND THE TENANT FAILS TO PAY RENT WITHIN FIVE (5) DAYS FROM THE DUE DATE, THE LANDLORD MAY, AT ITS OPTION, TERMINATE THE RENTAL AGREEMENT WITHOUT FURTHER NOTICE AND MAY PROCEED TO THE MAGISTRATE TO START LEGAL PROCEEDINGS TO RECOVER POSSESSION AND DAMAGES.

SECTION 2: APPLICATION: Tenant acknowledges that Landlord has relied on the information provided by 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 Tenant any damages resulting therefrom including reasonable attorney fees and costs. Tenant and only those persons named in the application shall occupy or use the premises as a residence. The application is considered an integral part of this Lease.

SECTION 3: EXTENSION BEYOND EXPIRATION: Unless **thirty (30) days written notice**, as such notice is defined in Section 5, be given prior to the expiration of the period herein specified by Landlord to Tenant of Landlord's desire to have possession of the premises or like notice given by Tenant to Landlord of Tenant's intention to vacate the premises after expiration of the specified period, then it is hereby agreed that 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 thereafter be terminated on the last day of any calendar month by written notice of not less than thirty (30) days, as such notice is defined in Section 5, given by either party.

SECTION 4: MILITARY TERMINATION CLAUSE: If Tenant is in the military service of the U.S. Government, a permanent station transfer of the Tenant from the Charleston area, by official orders of the U.S. Government Military Service, prior to the expiration of this Lease, may constitute revocation without penalty to the Tenant. Tenant will be required to provide copies of his military orders and thirty (30) days written notice as defined in Section 5 must be given to the Landlord.

SECTION 5: DEFINITION AND FORM OF "THIRTY (30) DAYS NOTICE": Any **WRITTEN NOTICE** given by either party hereto to the other party in order to meet a thirty-day notice requirement will be deemed given, and the thirty days will be 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 hereof contingent upon such a thirty day notice will then be effective on the last day of the calendar month following receipt of said notice. Said thirty days notice must be in writing and clearly state Tenant's intent to either renew the lease or to vacate the premises. For the lease term stated above, Tenant's thirty days notice must be received on or before _____, _____. Full rent for the month the Tenant is vacating must be paid even if Tenant vacates prior to the month end. Any notice for violation of any section of this Lease and rules and regulations (except payment of rent) will require a fourteen (14) day notice to correct. Should deficiency not be corrected, Landlord may immediately demand Tenant to vacate.

SECTION 6: SUBLETTING, ASSIGNMENT AND UNAUTHORIZED USE: Without the prior written consent of Landlord, Tenant **shall not** add any additional tenants, assign this Lease, or sublet the premises or any part thereof. Any attempted addition of a tenant, assignment or subletting without Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this Lease and Tenant shall be obligated to vacate the premises within (10) days of receipt of notice given by Landlord of his exercise of the option to terminate. Neither the said premises or any part thereof shall be used or permitted to be used for any purpose other than as a private residential dwelling without the written consent of Landlord. All persons who intend to reside in this apartment are required to sign the lease unless they are a minor child of Tenant. Tenant further understands that only those persons who filed an application with Landlord and have placed their signature upon this Lease can reside in the leased premises. All visitors residing in said residence for a time period of three (3) days or longer shall be registered with the Landlord. In the event that Landlord agrees to consent to Tenant: (1) subletting; (2) adding a tenant(s); (3) deleting a tenant(s); or (4) exchanging a tenant(s) (a present tenant moving out and a new tenant moving in), Tenant must submit a **One Hundred Fifty and No/100 (\$150.00) Dollar** fee and the completed application(s) of the prospective tenant(s) or sublessee(s), as well as a written letter(s) of intent from the departing tenant(s). No new, amended, and/or revised sublease, addendum, lease and/or other documents pertaining to the above-referenced property and the renting thereof shall be produced by Landlord until such fee is received.

SECTION 7: UTILITIES: Tenant has the responsibility of arranging for and paying for all utility services including telephone,

electricity, water, gas and sewer.

SECTION 8: ANIMALS: Tenant **shall not** keep any domestic or other animals on or about the leased premises without prior written consent of the Landlord and payment of a non-refundable fee. If Landlord does, at his sole discretion, consent, and if Tenant makes payment of said animal deposit, 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 not in contradiction of those terms. Tenant shall be responsible for the animal, its behavior, and any damages over and above the fee done by said animal. Landlord will have the right to withdraw consent and demand removal of any previously permitted animal upon first complaint registered against such animal or upon evidence of injury or damage caused by animal. The Pet Agreement is an integral part of this lease.

SECTION 9: ALTERATIONS AND IMPROVEMENTS: Tenant shall make no alterations, additions, or improvements on or to the premises without the written consent of Landlord. No painting or wallpapering shall be done nor shall stickers placed on any walls, doors, windows, appliances, ceilings, etc., without the prior written consent of Landlord. Tenant shall not make any alterations to any part of the building, inside or out, nor shall there be any nailing, boring, or screwing into the woodwork, walls or doors without written consent of the Landlord. Tenant is forbidden from changing the locks or installing additional locks on any doors or windows without the prior written consent of Landlord. Only small nails or picture hangers are permitted to secure paintings, photos, etc., on the walls. No screws or lag bolts in the walls are permitted without written consent of Landlord. Any personal property in violation of this section shall become the property of Landlord and remain on the premises upon termination of this Lease. The Policies and Rules Agreement is an integral part of this Lease.

SECTION 10: MAINTENANCE, REPAIRS, DAMAGES:

A. Original Condition: The leased premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported to the Landlord within forty-eight (48) hours of the commencement of this lease term.

B. Cleanliness: Tenant shall at his sole expense keep said premises and fixtures contained therein, in a clean and tenable condition, and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay Landlord for the cost of restoring said premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Further, without limiting the foregoing, Tenant shall **(i)** comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; **(ii)** keep the premises and the common areas of the premises used by Tenant reasonable safe and reasonably clean; **(iii)** dispose from the premises all garbage, rubbish and other waste in a reasonably clean and safe manner; **(iv)** keep all plumbing fixtures in the premises reasonably clean; **(v)** use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the premises; **(vi)** refrain from deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the premises or knowingly permit any person to do so who is within the premises with Tenant's permission or who is allowed access to the premises by Tenant; **(vii)** conduct him/her/themselves and require other persons within the premises with the Tenant's permission or who are allowed within the premises by Tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises; and **(viii)** comply with all lease provisions and rules and regulations in effect and enforceable by law.

C. Repairs: Furthermore, Landlord shall make, at Tenant's sole expense, all required repairs whenever damage to any portion of the premise shall have resulted from Tenant's misuse, waste or neglect or that of his employee, family, agent, guest or visitor. Landlord agrees to comply with all obligations set forth in the South Carolina Residential Landlord and Tenant Act. Tenant's obligation to reimburse Landlord on demand for damages includes, but is not limited to, the following items, whether caused by

Tenant, his employee, family, agent, guest or visitor: **(a)** glass breakage; **(b)** repair for all plumbing when damages occurred as a result of freezing pipes or fixtures; **(c)** repair of any stoppage of plumbing fixtures or damaged lines within premises or damage done to the premises by leakage, overflow or discharge from said plumbing or fixtures and from washing machines, dishwashers, or appliances of any kind when such stoppage and/or damage occur; **(d)** repair of any stoppage or breakage of the garbage disposal; **(e)** Tenant shall be obligated to change all air conditioner and/or heating filters every 30 days and if filter is found in unsatisfactory condition, Tenant will automatically be liable for possible damages to the air conditioning/heating system; **(f)** Tenant is responsible for any damage caused by tenant's appliances and furniture; **(g)** any repairs resulting from theft, malicious mischief, or vandalism. If Tenant shall have rendered the said premises uninhabitable to any degree or caused or permitted destruction of any portion of said premises, this Lease Agreement shall terminate immediately with landlord to have all rights and recourse given by Section 16 hereof regarding Abandonment by Tenant.

D. Policies/Rules: The Policies and Rules Agreement is an integral part of this Lease and area attached and are subject to change in Landlord's sole discretion.

SECTION 11: LANDLORD'S RIGHT TO ENTER PREMISES FOR REPAIR, INSPECTION, EMERGENCIES AND TO EXHIBIT DWELLING FOR SALE OR RE-LEASE: Landlord or its agents shall have the right to enter said premises during all reasonable hours to examine the same, to make such repairs, additions, or alterations as Landlord may deem necessary and to exhibit the dwelling for sale or re-leasing. Landlord shall retain a pass key to said premises. Except for emergencies, Landlord will give a 24-hour notice. Said right to enter is also extended to cover, without further notice, when a resident requests that work be performed.

SECTION 12: DEFAULT: If any default is made in the payment of the rent in accordance with the requirements hereof or any part thereof at the time when due or if any default is made in the performance or compliance with any other term or condition hereof or if Tenant shall become insolvent or shall seek relief from his creditors under any state or federal law or shall admit in writing his inability to pay his debts as they become due or shall vacate or be expelled by any government authority from the said premises the entire amount of rent which could accrue for the unexpired term together with all other due and unpaid obligations shall, at Landlord's option, at once become due and payable to Landlord, and it shall be lawful for Landlord to terminate this Lease and reenter and forthwith repossess all and singular the said premises and remove all personal property therefrom without hindrance or prejudice to his right to distrain for all rent that may be due; however, collection by Landlord of the entire amount of rent which could accrue for the unexpired term shall entitle Tenant to all of Tenant's rights hereunder during the period for which rent may be collected. Landlord may, however, at his sole option refuse to accept payment of rent for the unexpired term if tendered and avail himself of all legal rights and remedies to evict, remove, repossess and relet the premises, in addition to collecting from Tenant all accrued rental obligations, late charges, and other payments provided for herein for violation of any provision hereunder.

SECTION 13: BREAKING THE LEASE: If Tenant does not fulfill the entire term stated in this Lease, Tenant and Landlord agree that Landlord shall have the right and be entitled to collect as liquidated damages an amount equal to at least one (1) month's rent. The amount specified herein as liquidated damages is completely separate from any amount Landlord may be entitled to under this agreement by reason of damage to the premises by the Tenant, his family, guests or agents. Further, this amount is completely separate from any rental income loss Landlord may suffer due to Tenant's breach.

SECTION 14: REMEDIES: Unless all amounts due Landlord by Tenant for rent and other payment obligations hereunder have been received by the Landlord or by his designated agent on or before the due date established herein, Landlord may, at his option, declare all such sums due and payable without further demand and place into the hands of an attorney the matter of Tenant's rental and/or other payment deficiency for collection by suit or other appropriate measures; and in the event such matter shall be turned

over for collection, Landlord shall be entitled to collect from Tenant, in addition to the amounts due by Tenant pursuant to his obligation herein, interest at the legal rate and all costs and expenses of collection, including but not limited to, a reasonable attorney's fee. Any forbearance by Landlord in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be waiver of or preclude the exercises of any such right or remedy. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement as afforded by law or equity, and may be exercised concurrently, independently or successively.

SECTION 15: TENANT'S LIABILITY AND OBLIGATION TO OBTAIN INSURANCE:

A. Tenant's Insurance: Tenant shall carry an insurance policy procured and paid for by him covering any loss to personal property located on the premises whether belonging to the Tenant or to others as a result of theft, fire, accident, malicious mischief, vandalism or any other cause. Landlord shall not be responsible for loss or damage to said property on Tenant's premises. Each Tenant should obtain renter's insurance to cover his personal property and provide sufficient coverage for any damages caused by his actions or actions of a guest whether accidental or intentional. This policy should cover any damages regardless of whether the property damaged belongs to the Tenant, a guest, another resident of the premises or the surrounding property of the leased premises. The Tenant should further insure that the policy covers damage to Tenant's property that is caused by the accidental and unpredictable occurrences of normal living, such as burst water pipes, damages caused by another resident's actions, etc. In the event a claim is made, Tenant is responsible for paying for any damage including but not limited to the amount of the deductible.

B. Tenant's Liability: Tenant shall be responsible for and liable to the Landlord for any damages incurred to the premises or any part thereof, including any fixtures or appliances, as a result of fire or other casualty caused by the negligence or willful acts of Tenant.

SECTION 16: ABANDONMENT: If at any time during the term of this Lease Agreement, Tenant abandons the leased premises, Landlord may, at its option, enter the premises by any means without becoming liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Tenant, relet the premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if the lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If the Landlord's right of re-entry was exercised following abandonment of the premises by the Tenant, the Landlord may consider any personal property belonging to the Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

SECTION 17: SECURITY DEPOSITS: Landlord acknowledges receipt of a security deposit in the amount _____ and No/100 (\$ _____ .00) DOLLARS paid by Tenant to be held in a checking account by Landlord as security for the faithful performance by the Tenant of the terms hereof and for coverage of any unusual cost incurred by Landlord as a result of the Tenant's actions. Payment shall be made upon execution of Lease. Said deposited amounts shall be returned to Tenant without interest after vacation of the premises by Tenant and with closing inspection of the premises by Landlord if such inspection shows that Tenant has fully and faithfully performed in accordance with the requirements stated herein. Tenant understands that Landlord's inspection will be made only after the Tenant had completely vacated the premises and that all utilities must be left on for such inspection for three (3) business days following Tenant's removal. Landlord must receive fourteen (14) days notice of the final date for the utilities. If utilities are not on at the time of the inspection, the deposit will be withheld until such a time as all mechanicals and appliances can be suitably checked. Tenant will be responsible

for all damages except those items listed by Tenant at the time s/he agreed to rent said property that is listed on the move-in form which is an integral part of this Lease. All inspections will be made during normal business hours, Monday through Friday. Inspections after-hours or on the weekends will be made at the Landlord's convenience. NO INSPECTIONS WILL BE MADE ON HOLIDAYS. The Tenant shall provide in writing a forwarding address. A check for the refund of the security deposit, if any, shall be made payable to **ONE** tenant and mailed to the forwarding address no later than thirty days from the date Tenant vacates. The check will not be available for pickup. In the event Tenant fails to fulfill the lease term, any amounts of such deposit remaining that have not been applied to any rent delinquency or to repair damage done to the premises by Tenant, such deposit shall be applied to those amounts recoverable as liquidated damages set forth in Section 13 of this Lease Agreement. The Security Deposit Agreement is an integral part of this Lease.

SECTION 18: DESTRUCTION OF PROPERTY BY CASUALTY: In the event the leased premises be rendered untenable by reason of fire, explosion, hurricane or other casualty, Landlord, at his option may either repair the premises to make the same tenable within ninety (90) days thereafter, or may, at his option, terminate this Lease. In the event of such termination, Landlord shall give Tenant thirty (30) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. If the premises are damaged but not rendered untenable, the rental due here under shall be abated during the period of repair of such damage. Landlord shall not be liable for any injury or damage to persons or property caused by such casualty except to the extent provided by applicable law.

SECTION 19: CHANGE OF OWNERSHIP: If the subject property changes ownership, the new owner(s) is obligated to honor this Lease and this Lease will remain in full force and effect until its termination date.

SECTION 20: RULES: All Tenants and their guests are required to abide by the rules and policies established by the Landlord. A copy of the rules and policies are given at initial occupancy and can be changed or modified by Landlord. Any changes will be given to Tenant. The Policies and Rules Agreement is an integral part of this agreement.

SECTION 21: JOINT RESPONSIBILITY: Each party who signs this Lease Agreement is responsible for the rent and obligations herein.

SECTION 22: MISCELLANEOUS PROVISIONS:

A. In return for Tenant's continued fulfillment of the terms and conditions of this agreement, Landlord covenants that Tenant may at all times while this Lease Agreement remains in effect, have and enjoy for his/her sole use and benefit the property hereinabove described.

B. Any notice or demands to be given hereunder shall be given to Landlord in writing at the address shown herein for payment of rent and to Tenant care of the address of the premises leased herein.

C. This Lease and all attached rules, policies, regulations and forms, including but not limited to the **Application, Security Deposit Agreement and Policies and Rules Agreement**, compromise the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify this Lease shall be invalid unless the same is in writing and executed by both parties thereto.

D. In the event of any provision or portion of this Lease is declared unenforceable or invalid by any Court or administrative body having competent jurisdiction, the remaining provisions of this Lease shall be deemed enforceable and shall remain in full force and effect.

WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST WRITTEN ABOVE.

TENANT

PARENT GUARANTOR

LANDLORD

TENANT

PARENT GUARANTOR

TENANT

PARENT GUARANTOR

TENANT

PARENT GUARANTOR