

Residential Rental Agreement



State of South Carolina

County of _____

This rental agreement made at _____, South Carolina, on _____, between _____

Tenants (s) (hereinafter called "TENANT"), and **Scott Properties of the Midlands & Charleston, LLC**, Agent for owner (hereinafter called "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 _____ State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

3. **TERMS:** This Rental Agreement shall commence on the day of _____ and shall continue in effect for a period of three (3) years, ending on _____. **The lease term shall be subdivided into three (3) individual periods. The first, second, and third year periods shall be of one-year duration, beginning on the date immediately following the date that the prior period expires. In short, this agreement will auto-renew every twelve (12) month period unless we notify the tenant, or we receive from the tenants a notice to vacate the premises sixty (60) days prior to the end of one of these 12-month periods. See renewal terms (Item 9).** Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that 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. State of South Carolina, which parcel of land with improvements will constitute the premises.

4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based 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 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, declare the entire rent amount due as described in section 6 of this rental agreement, 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 first term for a total rent of _____. Future terms are subject to the renewal terms in Section 9. The rent is payable to: **Scott Properties of the Midlands & Charleston, LLC** or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: 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. LANDLORD IS NOT REQUIRED TO PROVIDE TENANT WITH ANY OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of **\$50.00** if rent is paid after the 5th day of the month, and an additional fee of **\$100.00** after the 10th day of the month. Tenant also agrees to pay \$1.00 for all rent payments made with a personal check, cashier's check or money order. **NO International Money Orders or Cash will be accepted.** Payments made through the Scott Properties on-line portal will be at **NO CHARGE**. Tenant is aware that Landlord may report past due rent, damages, utilities, or other costs owed by tenant(s) to credit reporting agencies. Tenant understands this reporting could affect Tenant's ability to obtain credit and/or future housing.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of _____ per day for each day of the month of commencement or termination of the Rental Agreement, are subject to increase based upon the renewal terms in Section 9, and payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

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. Unauthorized and / or unapproved occupants will result in a **14-day notice to remedy. If not remedied prior to the end of the 14-day notice to remedy, then an eviction will be filed for the landlord to gain possession of the property from the tenant.** For purposes of this rental agreement the designated occupants are:

In no event shall more than _____ persons be allowed to occupy said premises.

8. **RETURNED PAYMENTS:** Tenant agrees to pay \$35.00 for each returned payment regardless of cause, to include dishonored check, returned portal payments, etc. plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check or money order. If any payment for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** With sixty (60) days written notice, as defined in Paragraph 17, either party may terminate this agreement at the end of any of the three twelve (12) month periods as defined in Item 3, but if the required sixty (60) notice is not given, then the agreement will auto-renew for another 12-month period. **The tenant will also be subject to a minimum monthly increase of 5% for each of the twelve (12) month auto-renewal periods as defined in ITEM 3. This increase is required to cover yearly increases in property taxes, property insurance, Tenant Amenity Package, etc. Although a month-to-month lease is NOT an option, an extension may be granted upon approval, not to exceed 60 days for an additional \$100 per month.**

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof, under any circumstances. This includes, but is not limited to, utilizing any space within the rental home as Airbnb or other short-term rental. Tenant must have written permission from Landlord for family members, or any other overnight guests, who stay in excess of 14 calendar days per year.

11. **UTILITIES AND PROPERTY OWNER PROVIDED SERVICES:** Tenant agrees to pay for all utilities and services **except:**

Electricity	Gas	Water	Sewer	Trash Collection
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_____ which will be paid

by Landlord. In the event of Tenant default on payment of utilities, or services are discontinued, 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 authority's/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 and tenancy.

Per the management agreement, signed by the property owner, the following services will be the responsibility of the property owner and NOT Scott Properties. The services provided by the property owner will be:

12. **TENANT OBLIGATIONS:** 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, free of pest, shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for 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;

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.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, repair any and all damages caused by tenancy and replace any burned out light bulbs, while reporting any initial problem within seven (7) days of occupancy. 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 agrees 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.

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, PAINTING, or any other changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord. THE USE OF ANY DECALS, ADHESIVES AND/OR LED LIGHT STRIPS WILL NOT BE APPROVED.** Tenant(s) shall be responsible for any 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. **Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters a minimum of once every three months, 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 damaged, dirty, or missing filters and damages resulting from unreported problems.**

Unless otherwise specified, the tenant is also responsible for all yard maintenance to include cutting, edging, trimming, weeding, raking, snow removal, etc. Watering the yard to ensure that grass doesn't die is also a tenant responsibility.

Driving and/or Parking of any vehicles anywhere on the property other than the paved areas is prohibited. Any damages to lawn, driveways, irrigation systems, or utilities due to vehicles are the tenant responsibility. Broken down and/or non-operational, unregistered, and or uninsured vehicles anywhere on the property is prohibited. NO SMOKING, VAPING, OR BURNING OF INCENSE IS NOT ALLOWED INSIDE THE HOME OR GARAGE. Damage caused by any of the above will result in further action up to and including monetary penalties.

The tenant accepts all risk in use of the fireplace and chimney and will be the responsible for cleaning and maintaining the fireplace and chimney. Use of firepits and other outdoor burning is prohibited.

Tenant shall not enter or store items in attics and/or crawlspace.

Any tenant obligation violations could result in the landlord issuing the tenant a **14-day notice to remedy. If not remedied prior to the end of the 14-day notice to remedy, then an eviction will be filed for the landlord to gain possession of the property from the tenant.**

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition.

13. MAINTENANCE OF PREMISES, PEST CONTROL, MOLD & MILDEW: 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, 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/animal/rodent control issues within seven (7) days of possession. Tenant's failure to identify any pest/animal/rodent control issues with said seven (7) days shall constitute Tenant's agreement that premises have no known pest infestations control issues of any kind. Pest include, but are not limited to: Insects, Spiders, rats, mice, and other vermin. Tenant is responsible for reporting any suspected or known termite infestations but is not responsible for termite control. Any future pest control issues of any kind, less termites, shall be the responsibility of Tenant not the Landlord.

Mold and Mildew are a naturally occurring microorganisms requiring moisture for growth. Housekeeping and living habits are an integral part of the ability of mildew or mold to grow. Tenant(s) acknowledge that it is necessary to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Tenant(s) agree not to block or cover any heating, ventilation, or air-conditioning ducts. Tenants(s) also agree to report immediately in writing to us any evidence of a water leak or excessive moisture in the dwelling unit, any evidence of mold that cannot be removed with a common household cleaner; any failure to malfunction in heating, ventilation, or air conditioning, and/or any inoperable doors or windows. Tenant(s) further agree that tenant(s) shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this rental Agreement. If tenants(s) report a mold issue to the Landlord, the Landlord will only be held responsible for the remediation if there is mold found. If a tenant reports mold and the Landlord sends a vendor to the property to do mold testing and NO mold is found, the tenant will be held responsible for the vendor's service charges along with the cost to do the testing for the mold.

14. ESSENTIAL SERVICES AND APPLIANCES: All nonworking appliances must be reported to Scott Properties. 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:

___ Stove ___ Refrigerator ___ Dishwasher ___ Microwave
___ Washer ___ Dryer

___ If a washer and / or dryer is included with the rental property, the unit will not be repaired or replaced if the unit stops operating or working properly. The property owner nor the landlord will incur any expense associated with these two appliances

15. RENTERS INSURANCE: Renters Insurance is not optional. Renters Insurance is a requirement when renting a home from Scott Properties. Tenants are responsible for providing Scott Properties with verification of a valid / current insurance policy prior to your move-in date. Scott Properties reserves the right to delay the granting of possession of the property until such verification is provided by the Tenant. Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Tenant(s) hereby release Landlord from liability for 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 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 excused under the foregoing release and waiver. Proof of renters insurance will be required at each lease renewal date.

16. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect, record, and/or photograph the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; **or to show the property to prospective tenants or purchasers, mortgagees, workmen, or contractors.**

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant: (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 an emergency; and (b) Between the hours of 8:30 AM and 6:30 PM for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, property inspections, property showings 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.

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

17. DEFINITION OF "SIXTY (60) DAY NOTICE": Any written notice given by either party to the other party in order to meet a _____ day notice requirement will be deemed given, and the (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 (60) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then (60) days' notice is required to conform to the expiration dates

18. MILITARY CLAUSE: If the Tenant is a member of the Armed Forces of the United States, currently stationed in the Midlands OR Charleston area, and shall receive permanent change of station orders out of their area which they are currently stationed, then the 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, in any miscellaneous charges in the rears, 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 by this section.

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. If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.

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 sixty (60) 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 a 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 personal 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. ADMINISTRATION FEE AND SECURITY DEPOSIT: Tenant agrees to pay a one-time non-refundable administration fee of _____ to be paid prior to the lease start date. The administration fee aids in covering the cost associated with all of the internal processes surrounding the tenant's move in.

Tenant further agrees to deposit with Landlord a security deposit of _____ 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. **By law, the security deposit may NOT be used as payment for the last month of rent while you continue to occupy the premise.**

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 damages 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. Professional carpet shampoo is required once all items have been removed from the property, which a receipt must be provided for to Scott Properties at time of move out. Any personal items left behind by the tenant will be disposed of and the cost of disposal will be deducted from the security deposit. 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 any keys, fobs, pool passes, remotes, etc. listed on the Move In Evaluation Acknowledgement Form signed by the Tenant at move in, the Tenant is not entitled to damages 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

23. NON-DELIVERY OF POSSESSION. In the event landlord cannot deliver possession of the premises to Tenant(s) upon the commencement of the Lease term, through no fault of the landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given.

24. BUY OUT CLAUSE: In the event the Tenant cannot fulfill the Lease term obligations, the Landlord will release the Tenant provided that the Tenant satisfies all of the following conditions:

- a) Provide (60) day written notice of intention to vacate or terminate lease
- b) Pay rent and utilities through the notice period
- c) Pay a break lease fee equal to three month's rent

25. 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. If the tenant(s) account is turned over to a collection agency, 30% may be added to the total amount due to Scott Properties to cover the collection agency cost.

26. 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.

27. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, trampolines, swimming pools, hot tubs, playground sets, fire pits, or auxiliary heaters anywhere on the premises.

28. 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.

29. ANIMAL AUTHORIZATION & FEE: Animals must be authorized and approved prior to entering the property, with **WRITTEN CONSENT** by the Landlord. The Landlord will require the tenant to pay a **non-refundable fee of \$350.00 per pet**. The pet must meet the requirement of weighting LESS than 25 pounds when fully grown. Tenant shall be responsible for any 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 owner or upon evidence of injury, disturbance, or damage to person or property caused by the animal. Tenants will abide with all local and state ordinances regarding animal care, safety, and control. **Pet sitting, pet fostering, and/or allowing visitors pets on the premises is prohibited. If notification or discovery of an unauthorized animal including visiting animal(s) is reported or found on the premises, this finding and lease violation will result in an immediate 30-day notice to vacate the property.**

30. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If the Tenant is found in noncompliance with the Residential Rental Agreement, other than nonpayment of rent, 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 from 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 6. Should legal action be deemed necessary by the landlord, tenant agrees to pay any and all court cost and reasonable legal fees incurred by the landlord and pay administrative fees to the landlord of up to \$250.00 each and every legal proceeding.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's 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 over to a collection agency.**

31. 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 the 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 as herein stated.

32. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

33. 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.

34. 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 or 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.

35. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the tenant is subject to a 5% increase as expressed in #9 Renewal Terms of the Residential Rental Agreement.

36. **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 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 OF OWNERSHIP.

37 **RULES AND REGULATIONS:** This property can ONLY be used for residential use. Commercial / business use of the premises will result in a 14-day notice to remedy. If not remedied prior to the end of the 14-day notice to remedy, then an eviction will be filed for the landlord to gain possession of the property from the tenant. 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 to include the Homeowner's Association (HOA) by-laws. Any fines incurred for noncompliance of Homeowner's Association (HOA) by-laws, shall be the sole responsibility of the tenant.

38. **NON DISPAGAGEMENT, NON DISCLOSURE AND TENANT PRIVACY:** TENANT and LANDLORD mutually agree, that as additional consideration, specifically the mutuality of this clause, with the specific exception of rental payment reporting as defined in paragraph 6 and Tenant Amenity Package addendum of the rental agreement each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web based, cloud based or "review" type publication or site, effective the date of this agreement. Landlord shall not provide any other information regarding current or past tenants without the written consent of the tenant, or by court order.

This provision relates to remarks, statements, publications, opinions, or any other mental thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the rental agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the landlord that relates to or touches upon the management of the property.

If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, any remark/statement or publication shall be irrefutably deemed disparaging if: (1) any other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours written request. TENANT and LANDLORD mutually agree that damages for failure to comply with this provision shall be liquidated at Two Hundred Fifty Dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. TENANT and LANDLORD further agree that enforcement of this provision is appropriate through temporary restraining order and/or injunctions and permanent and/or mandatory injunctions, notwithstanding any rights under the United States and/or South Carolina Constitutions or other codified statute, regulation or code, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration, or cancellation or absence of any agreement and this agreement is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision. This non-disclosure statement specifically excludes the landlord of any liability of any information obtained by third parties that is obtained through the use of public records.

39. **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.

40. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, payments, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Scott Properties of the Midlands, LLC
PO Box 2125
Lexington, SC 29071

Scott Properties of Charleston, LLC
PO Box 2047
Mt. Pleasant, SC 29465

41. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a 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 to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each

42. **MOVE OUT INSTRUCTIONS:** Below you will find a move out checklist. Please review in detail and make sure that all items are taken care of prior to move out. The cost of any of these items that aren't handled prior to move out will be deducted from the security deposit that you paid prior to move-in.

1. **NOTICE:** According to your lease agreement, you will be responsible for rent for the full sixty (60) day notice period. Rent for your last month is still due and payable before the 5th and will be considered late on the 6th. The security deposit you paid at move in cannot be used in lieu of your last months rent payment. A list of further responsibilities at move-out can be found below.
2. **DOOR KEYS, GARAGE DOOR OPENERS & MAILBOX KEYS:** All key, fobs, and remotes, must be returned to the Scott Properties representative on before the final day of your notice period. You will continue to be charged for rent as long as you are in possession of the property keys.
3. **FORWARDING ADDRESS:** It is very important that you provide us with your new forwarding address, via regular mail or email. In order for us to refund your security deposit in a timely manner, a forwarding address is required. Please remember to put in a change of address with your local post office. If a forwarding address is not provided, the security deposit will be mailed to your last known address.
4. **UTILITIES:** You are required to maintain utilities until the end of your lease term. If any utility services are disconnected prior to the end of your lease expiration date, you will be charged \$50.00 to reconnect each service that is disconnected, and you will also be responsible for any utility usage up until your lease expiration date.
5. **SECURITY DEPOSIT:** Your final evaluation will be conducted by one of our Scott Properties staff members. Any evaluation findings will be identified and documented during the evaluation process. All the items on this move-out checklist **MUST** be completed in order to avoid deductions from your security deposit. **The security deposit settlement statement and refund check will be mailed no later than thirty (30) days from the day keys are received by a Scott Properties representative, or your lease expiration date, whichever is later. As mentioned above, it is YOUR responsibility to provide a forwarding address to us. One refund check will be sent for any and all refunds.**
6. **PAINTING:** Please do **NOT** remove small nails or small screws and do not patch holes. Do **NOT** do any touch-up painting unless approved, in writing, by the Landlord. **Please note, in situations where larger and/or an excessive number of holes are put into walls to hang things to include, but not limited to, television mounts, shelves, curtain rods, heavy mirrors and pictures, etc. the screws / mounts required to hang some of these heavier items require you to put larger holes in the wall. These larger holes are beyond normal wear and tear on a wall. In situations where large or excessive holes are put in the walls, an approved vendor will be sent in, after move out, to professionally repair holes and paint as necessary. The cost for this patching, drywall repairs and/or painting will be deducted from the tenant's security deposit.**
7. **YARD MAINTENANCE:** If yard maintenance was not included as part of your rent, it is important that the lawn is cut & edged, plant beds are weed free, leaves are raked and removed, bushes trimmed, & all trash and debris removed from the property prior to move out.
8. **INTERIOR:** It is very important that the property is completely empty of any and all personal items and trash at the time of your move out evaluation.
9. **CLEANING:** At move out, the home needs to be in move in ready condition for the next tenant. All floors are to be swept, vacuumed, mopped and carpet **professionally** cleaned. A copy of the receipt for this carpet cleaning is required and this receipt can be given to the Scott Properties representative along with the keys, at move out. All windowsills, ceiling fans, blinds and baseboards are to be thoroughly cleaned. Bathrooms are to be scrubbed from top to bottom. All appliances are to be cleaned completely to include the inside and outside of the oven, microwave, refrigerator, dishwasher. etc. All food must be removed from the freezer and refrigerator. You also need to remove all items and wipe down the inside and fronts of all drawers and cabinets.
10. **RESOURCES:** If you would like assistance with any of the move out checklist items, you can call our office and we will provide you with vendor names and contact numbers.

43. **The lessee (tenant)** is responsible for all attorney fees in the event that the lessee defaults under the terms of the rental agreement / lease.

ADDENDUM The parties have executed the Tenant Amenity Package Addendum and all parties understand the benefits, services, and corresponding cost of the services being offered in the package. The cost of the Tenant Amenity Package will be \$30.00 per month for Scott Properties to secure and pay all services provided in the Tenant Amenity Package on the tenant's behalf. All services offered in the Tenant Amenity Package can be found on the attached addendum.

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 this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

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

Scott Properties of the Midlands & Charleston, LLC
Scott W. Wallace
Owner & PMIC

Date

Date

Date

Date

Date

Addendum to Lease – Tenant Amenity Package

Tenant Amenity Package is defined as follows:

- 1. Utility and Maintenance Reduction Program (HVAC Filters):** HVAC filter(s) will be delivered to your front doorstep approximately every 90 days under the Second Nature Utility and Maintenance Reduction Program. Tenant shall properly install the filter(s) that is provided within two (2) days of receipt. Should the tenant receive the incorrect size, quantity, and or defective filters, please report the discrepancy to Scott Properties within two (2) days of receipt. Tenant hereby acknowledges that the filter(s) will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been made timely. Filters provided with Amenity Package are to assist with regular maintenance. If filters get dusty / dirty between regular deliveries, then the tenant remains responsible for cleaning or replacing the dirty filters at their expense. Tenant's failure to properly and timely replace the filter(s) is a breach of this agreement and Manager shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse.
- 2. 24 Hour Call Center / Online Maintenance Request:** You can submit a maintenance request online through your portal 24/7. In the event of a maintenance emergency, you can call to speak with a representative. In the Midlands, you can call us at (803) 951-0702, Ext 3 and in the Charleston area you can call us at (843) 972-9008, Ext 3.
- 3. Multiple Payment Options:** Pay online through your portal on the Scott Properties website for FREE with a bank account. You can also pay your rent at select Walmart locations and no processing fees will be charged.
- 4. Tenant Portal (Free online Rent Payments & MORE):** Access all your leasing documents, account balances, account ledger, payment history, submit rent payment and more 24 / 7. **NOTE:** There will be a \$1.00 processing fee charged to you for all checks, cashier's checks and money orders.
- 5. Equifax, TransUnion & Experian Rent Bureau Reporting:** Help build your credit through automated reporting rent payments.
- 6. One Time Waiver of Late Fee:** Life can get hectic sometimes and a small oversight financially can cause big problems. We understand things happen so we will waive one late for the entire tenancy not including the move in funds.
- 7. Virtual Move In/Move Out–** This self-move-in/ move out process will prevent us from getting in your way at move-in or move out time. When you arrive at the property on your move-in day you can move-in immediately without having to wait for us to complete the move-in evaluation. Tenants have found this process to be convenient and efficient.
- 8. Rent Rewards–**Earn rent rewards with our Pinata loyalty program.

Value of Tenant Amenity Package - \$ 30.00