

Rental Agreement

NOTE:(1) Users should look at references to SC Residential Landlord Tenant Act ("SCRLTA") in Agreement.

(2) SCRLTA may vary the terms of the Agreement.

(3) Agreement not suited for every situation. May need to include or delete provisions.

RENTAL AGREEMENT STATE OF SOUTH CAROLINA, COUNTY OF _____

House lease _____ Apartment lease _____ Other _____

This Rental Agreement is entered into between _____

Agent for the owner, hereinafter known as LANDLORD, and _____

hereinafter known as the TENANT, this _____ day of _____, 20_____, at _____, South Carolina.

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

1. **PROPERTY.** The property, which is the subject of this Rental Agreement, consists of the land and buildings located thereon and is known generally as _____

2. **OCCUPANTS.** Occupants of the premises shall be limited to _____

3. **TERM.** The Landlord leases the premises to the Tenant, subject to the provisions of this Rental Agreement, for a term of _____, starting _____, 20_____, and ending at midnight _____, 20_____. 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 paragraphs 18 and 19.

4. **RENT.** The rent for the term of this lease is _____ and is payable in monthly installments of \$ _____ at _____ 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 FIVE (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 \$ _____. Returned checks shall be subject to a charge of \$ _____, 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.** The sum of \$ _____ will be deposited (interest free) by Tenant upon execution of this agreement, and prior to occupancy, to be held by Landlord until the termination of this tenancy as security for the full and faithful performance by Tenant of all the terms of this agreement. Landlord is given permission to place said security deposit with other security deposits in a separate trust account 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. Security deposit cannot be deducted from the rent of the last month of this tenancy. If the damages sustained by the Landlord as a result of Tenant not fulfilling the entire term of this agreement equal or exceed so much of the security deposit as is left after deductions therefrom pursuant to this agreement, Landlord may elect to retain sum as liquidated damages.

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 pro-rata on a daily basis and shall not be due until occupancy is available. The tenant, however, may notify the Landlord upon five (5) days written notice that 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 TO 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.

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: _____

11. **MAINTENANCE AND REPAIR.** 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. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of rubbish and to keep the gutters clean and the shrubs neatly trimmed. Tenant shall dispose of ashes, 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 routing 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. **PEST CONTROL.** Tenant will report any pest problem within three (3) days of possession. Tenant's failure to identify any pest problem within said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Any future infestations of any kind shall be the responsibility of Tenant Landlord.

13. **DAMAGE OR CASUALTY.** If the premises are damaged or destroyed by fire or other casualty to the extent that normal use and occupancy is substantially impaired. Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of his intention to terminate the rental agreement, in which case, the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, Tenant may vacate any part of the dwelling until 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.

14. **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.

15. **UTILITIES.** Tenant agrees that he will pay for all utilities except _____, used upon and 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.

16. **SUB-LETTING.** This Rental Agreement shall not be assigned nor shall the premises be sub-let without written consent of the Landlord.

17. **JOINT RESPONSIBILITY.** Each party who signs this Rental Agreement is responsible for rent and the obligations herein.

18. **EXTENDED TERM AND NOTICE OF TERMINATION.** At the end of the term of this Rental Agreement as set forth in Paragraph 3 above, the provisions of this Rental Agreement shall be extended for successive one month periods and be considered a month-to-month tenancy. The amount of rent may be adjusted at this time, provided Landlord gives Tenant thirty (30) days written notice prior to the adjustment. If Tenant intends to vacate the premises at the termination of this agreement or at any extension thereof, Tenant shall notify the Landlord, in writing, at least thirty (30) days prior to the expiration of the original termination of this agreement, or 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.

19. **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.

20. **SERVICE.** The name and address of the Landlord herein or the person authorized to act on behalf of the owner as agent is _____

Service of process may be made upon said agent and he is authorized to receive notice or demands under this agreement.

21. **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, the terms of this agreement and the South Carolina Residential Landlord and Tenant Act shall apply.

22. **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 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 his intent to enter to perform services.

(c) A landlord should 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.

23. **RULES AND REGULATIONS.** The common area facilities, if any, when open and operating are subject to applicable rules and regulations posted by the Landlord. Parking is provided in designated parking areas and only for the vehicles belonging to the Tenants and their guests. No trucks over 1-ton GVWR, tractors, boats, trailers or other vehicles will be permitted to be parked at the premises without written permission of the Landlord. Parking on any grass area is expressly prohibited. The Landlord has the right to tow away and store at the Tenant's

expense any vehicles parked or abandoned which become a nuisance to the premises, such as wrecked or disabled vehicles or vehicles not currently registered or licensed under applicable law. Auto repairs requiring disassembly of auto are not permitted without written permission of the Landlord. Tenant shall occupy the premises only as a dwelling unit and shall not create or permit any nuisance, nor 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.

24. **ALTERATIONS.** Tenant is forbidden to change any locks, add any additional locks, or remove any existing locks without 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 the 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 which Landlord has accepted. If Tenant fails to do so, Tenant will promptly reimburse the Landlord for any expenses required to so restore the premises.

25. **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.

26. **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.

27. **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 constructed 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 forceable 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.

28. **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.

29. **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.

30. **OTHER TERMS, CONDITIONS, ADDENDA:** _____

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: Company _____ **TENANT** _____

By _____ By _____

Witness _____ Witness _____