

**Residential Rental Agreement Cover Sheet**

Date:	
Property Address & Subdivision:	
Tenant or Tenants:	

Promise as follows: **Rent and Term.** Landlord hereby leases under the following terms:

Lease Term:																					
Lease Start Date:																					
Lease End Date:																					
Total Due at Lease Signing: <small>SECURITY DEPOSIT PAYMENTS MUST BE PAID SEPARATE FROM ALL RENTAL AMOUNTS</small>																					
Security Deposit Amount:																					
Monthly Rent – <b>Due on the 1st:</b>																					
Monthly Additional:																					
<b>Total Due Monthly:</b>																					
If rent is received after the 5th:	TEN PERCENT (10%) of the Total Monthly Rent Charge and past due balances																				
If rent is received after 7 <sup>th</sup> :	An Additional \$      Per Day																				
Occupant Names:	Occupant #'s and Email Addresses:																				
Pets:																					
Appliances:																					
	<table border="1"> <thead> <tr> <th>Owner Paid</th> <th>Tenant Paid</th> <th>Company</th> <th>Contact #</th> </tr> </thead> <tbody> <tr> <td>Water/Sewer:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trash:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Electricity / Gas:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Yard Care:</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Owner Paid	Tenant Paid	Company	Contact #	Water/Sewer:				Trash:				Electricity / Gas:				Yard Care:			
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Water/Sewer:																					
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Electricity / Gas:																					
Yard Care:																					

**PAYMENT SCHEDULE**

Signing of the lease:      \_\_\_\_\_ Holding Fee      Monies owed by: \_\_\_\_\_

Due at Move in:      \_\_\_\_\_ Rent      \_\_\_\_\_

\_\_\_\_\_ Total

**Any monies paid toward the Holding Fee/Security Deposits must be paid with Certified Funds and separate from Rents.**

The money that the Tenant puts down prior to taking possession to the property is a holding fee. It becomes a security deposit once the Tenant takes possession. If the Tenant does not take possession after paying the fee and any other monies, the all fees and prepaid rent is non-refundable unless it is the fault of the owner preventing possession.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### RESIDENTIAL RENTAL AGREEMENT

This Rental Agreement made at Charleston County, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

Between \_\_\_\_\_ (hereinafter called "TENANT"), and

**SLOANE REALTY OR ITS SUCCESSORS AND ASSIGNS** (hereinafter called "LANDLORD"), shall provide as follows:

**THE [X] LANDLORD [ ] TENANT IS LICENSED UNDER LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.**

- 1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord & Tenant Act.
- 2. **LOCATION:** The Landlord hereby rents to Tenant and 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 for use as a private residence only. Said parcel of land is more particularly described as follows:

Tax # \_\_\_\_\_ Subdivision: \_\_\_\_\_

With the following exceptions: \_\_\_\_\_

- 3. **TERMS:** This Rental Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at 3:00 PM and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 12:00 PM. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof, that Tenant will quietly and peaceably deliver 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 items noted in Paragraph 12 to the Landlord.

Should **either party give notice** of nonrenewal or Rental Agreement termination; and Tenant fails to vacate the property on the date specified in the notice or on the date this Rental Agreement terminates, whichever is earliest or leave substantial personal property thereupon such that would prevent Landlord from fully retaking possession, Tenant agrees to pay a fee of Two Hundred Seventy-Five Dollars (\$275.00) in addition to per diem rent using the amount in paragraph 4 as the basis for its calculation.

If Tenant or Landlord wishes to terminate this Rental Agreement at the end of the term, then either party must give sixty (60) days' notice to the other party under the terms of notices in Paragraph 13. If neither party notifies the other of its intent to terminate then the tenancy shall renew/extend for one (1) year under the terms and conditions provided in this Rental Agreement. In the event of a renewal or extension, rent shall increase on the anniversary date the greater of Three Percent (3%) of the rental amount in Paragraph 4 (including any pet rent if applicable) or a fixed sum as per notice delivered to Tenant not later than Seventy-five (75) days prior to the end of the lease term. Tenant acknowledges and agrees that a Eighty Five Dollar (\$85) Rental Agreement renewal fee will be charged at each renewal for administrative and processing costs.

- 4. **RENT:** Tenant agrees to pay Landlord a total rent of \$\_\_\_\_\_ for the initial term. Said rent shall be payable in monthly installments of \$\_\_\_\_\_, on or before **5:00PM the first (1<sup>st</sup>) day of every month** during said term. Rent should be paid online, via recurring or one time electronic funds transfer (hereinafter, "EFT") through an online payment portal provided by Landlord. Landlord provided portal not working due to any reason does not relieve the Tenant responsibility to make Rent payments on time using a different method of payment. Tenant may also tender sums owed in money order, certified check or personal check (no cash accepted) subject to the restrictions set herein, at the office of the Landlord, or mailed to location in Paragraph 34 or at such address as may be designated by Landlord via posted notice on their website at [www.SloaneTeamRealty.com](http://www.SloaneTeamRealty.com). **Mailing the Rent by the Due date does not constitute payment. Rents must be RECEIVED at the office of the agent on or before the due date of each month to be considered paid.** Any proration of the rent will be calculated by the following formula: Monthly Rent x 12 / 365 = Prorated amount. Landlord reserves the right to charge a processing fee for online payment methods.

In addition to regular rent, Tenant agrees to pay Landlord a total pet rent of \$\_\_\_\_\_ for the current term. Said rent shall be payable in monthly installments of \$\_\_\_\_\_, as additional rent under the same terms as rent; for authorized pets as listed in the Pet Addendum / Pet Policy. Evidence of unauthorized pets being kept at the property without permission shall result in a five hundred (\$500.00) assessment plus retroactively assessed Pet Rent from the start of the current term and the Tenant is required to apply for permission to keep the pet within seven (7) days or have the pet removed immediately upon notification from Landlord. Tenant agrees that removal of a pet from the property for any reason will not result in a reduction of the pet rent until such time as the current Rental Agreement term is renewed / extended or terminated.

The acceptance by the Landlord of any rent, whether it shall have accrued prior to or after eviction proceedings have been initiated, shall not operate as a waiver of the Landlord's right to insist upon ejection, nor as a renewal or extension of the

[ ] TENANT [ ] TENANT [ ] TENANT [ ] TENANT [ ] LANDLORD

tenancy, but the rights of the parties as they existed at the time of the eviction proceedings have been initiated shall control. Tenant further understands that if at any time there are any outstanding charges on Tenant’s account with Landlord, any monies received will be applied to the OLDEST OUTSTANDING DEBTS FIRST.

**NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, LANDLORD CAN COMMENCE EVICTION PROCEEDINGS 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. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.**

- 5. **LATE FEES: Rents not paid in full before 5:00PM on the 1<sup>st</sup> day of the month shall be considered late.** If the Tenant’s balance is not paid in full before the **5:00PM on the 5<sup>th</sup> day of the month**, Tenant agrees to pay a late fee of **TEN PERCENT (10%) of the total amount owed**. An additional late fee of \$\_\_\_\_\_ will be added each day starting on the 7<sup>th</sup> day until the rent is paid. If the 5<sup>th</sup> Day of the month shall fall on a non-business day, late fees will be applied to the account if not received by Landlord prior to opening the next business day after the 5<sup>th</sup>. **Mailing the Rent by the Due date does not constitute payment. Rents must be RECEIVED at the office of the Landlord on or before the due date of each month to be considered paid.** All late fees, rents and any other late amounts due shall be payable by Tenant in certified funds.
- 6. **OCCUPANTS:** Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the Premises. In no event shall more than \_\_\_\_\_ persons be allowed to occupy said Premises. For purposes of this Rental Agreement the designated occupants are as listed below:

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Any changes to the occupants named, must have written Landlord approval. The Tenant(s) are required to submit a TWO HUNDRED FIFTY DOLLAR (\$250) administrative fee, application fees, completed applications for new occupants, and all Addition/Removal from Rental Agreement documentation as provided on [www.SloaneTeamRealty.com](http://www.SloaneTeamRealty.com) prior to any change in occupancy to be considered for approval. Administrative fees and Application fees are nonrefundable even if the Landlord declines an applicant due to failure to successfully meet screening requirements for the lease. Departing Tenant is not released from Rental Agreement responsibilities without written approval of the Landlord. If unauthorized occupants are found to be living in the residence for more than Seven (7) days, Tenant agrees to pay an administrative fee of two hundred fifty-dollar (\$250) and Tenant is required to follow the guidelines for adding an occupant to the lease within seven (7) days or be subject to lease termination and eviction.

- 7. **SUBLEASE:** Tenant shall not assign or sublet said Premises, or any subsection thereof, without written consent of Landlord as described in Paragraph 6. Tenant must have written permission from Landlord for guests to occupy the Premises for more than **Seven (7) days**. This section precludes the Tenants from listing the home on any accommodation sharing type websites, such as AirBnB or any other web or mobile services, without written Landlord permission. If it is discovered that the Tenant has listed the Premises on any such site, the Tenant shall pay liquidated damages of Fifty Dollars (\$50) per day that the listing remains active after notification by the Landlord to remove.
- 8. **RENTAL APPLICATION:** Tenant acknowledges that the Landlord has relied upon the rental application as an inducement for entering into this rental agreement, and Tenant warrants to the Landlord that the facts stated in the rental 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 and to collect from Tenant any damages including reasonable attorney fees resulting therefrom.
- 9. **RETURNED CHECKS:** Tenant agrees to pay **THIRTY DOLLARS (\$30.00) and an additional Fifteen Dollar (\$15.00) administrative fee** for each dishonored check for bookkeeping costs and handling charges, **plus late charges if the check is not made good before the FIFTH (5<sup>th</sup>) day of the calendar month**. If more than one check is returned, at Landlord’s discretion, all future rent and charges shall be paid in the form of cashier’s checks, certified check, or money order. If any check for the security deposit or first month’s rent is returned for insufficient funds or stop payment, and is prior to Tenant taking possession of the property, Landlord may declare this Rental Agreement void and immediately terminated. **PAYMENT FOR EACH DISHONORED CHECK AND FEES MUST BE WITHIN 48 HOURS OF NOTIFICATION BY CASHIER’S CHECK, CERTIFIED CHECK, OR MONEY ORDER. Landlord reserves the right to report any returned check to the Worthless Check Unit of the local Solicitor’s office.**
- 10. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a holding fee/security deposit of \$\_\_\_\_\_ to be held as security for the full and faithful performance by Tenant of all terms and conditions herein, it being understood and agreed to that no part of this security deposit is to be applied to any rent which may become due while Tenant has possession under this Rental Agreement.

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 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 to Tenant together with the amount due, if any, within Thirty (30) days after termination of the tenancy, delivery of possession, and demand by Tenant, whichever is later. Tenant shall provide the Landlord in writing with a forwarding address or new address to which written notice and amount due from the Landlord may be sent.

If Tenant fails to provide the Landlord with the forwarding or new address, Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of Tenant's whereabouts, and (2) mailed the written notice and amount due, if any, to Tenant's last known address. In the event security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from Landlord.

**11. 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 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.**

**12. INVENTORY AND APPLIANCES:** The following appliances or equipment present in the Premises are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord:

YES	NO	AS-IS	
			Stove
			Disposal
			Washer
			Microwave
			Other

YES	NO	AS-IS	
			Refrigerator
			Dishwasher
			Dryer
			Other:
			Other

Tenant will not remove or relocate any appliances without written permission from the Landlord. As-is is defined as appliances or equipment that are on the premises for the **convenience of Tenant but shall not be maintained nor replaced by the Landlord, neither does the Landlord warrant the condition** thereof. If permission is granted by the Landlord to relocate any appliance, Tenant is responsible to return the appliance to its original location prior to move out. Tenant is also responsible for any damage caused to the appliance by relocating it to another part of the premises. If the Tenant removes the appliance from the property without permission from the Landlord, the Tenant is responsible for replacing the appliance with a new warranted appliance of a similar size, color, and model.

Any furnishings to be provided by Landlord shall be set out in a separate inventory addendum. The inventory addendum shall be provided by the Landlord and confirmed by the Tenant within forty-eight (48) Hours of taking possession and shall be a part of this Rental Agreement.

**KEYS:** Landlord shall provide to Tenant, and Tenant shall return same upon termination of possession:

YES	NO	#	
			House Keys
			Community/Gate/Common Area
			Garage Door Openers

YES	NO	#	
			Pool Tags / Keys
			Mailbox
			Other:

**If Tenant does not return all keys or changes the locks without authorization, Tenant agrees that the Landlord has the right to replace the keys and/or re-key locks at Tenant expense and charge the Tenant with a Fifty Dollar (\$50) administrative fee per lock. Any of the above listed items not returned by the Tenant at the end of the lease term to the Landlord will be replaced by the Landlord, at Tenant expense along with a Fifty Dollar (\$50) administrative fee per item.**

**13. NOTICE:**

**Form:** All notices, including but not limited to: requests, acceptances, amendments, demands, and notices to terminate must be in writing and submitted via electronic means. Notices to terminate shall be submitted via the online portal provided by the Landlord. All notices for termination shall be for the entire household.

**Waiver:** Tenant reserves the right to opt-out of electronic means notices with the agreement that each notice item delivered to Landlord whether in person or via mail will incur a Three Dollar (\$3.00) processing fee and each notice item delivered to Tenant will incur a Five Dollar (\$5.00) processing fee plus the cost of postage or delivery.

**Delivery Address:** All electronic means notices to be sent by Tenant to Landlord should be sent to: admin@sloaneteamrealty.com. Termination notices from the Tenant must be submitted via the Tenant portal as provided by the Landlord. Electronic means notice to be sent by Management to Tenant should be sent to \_\_\_\_\_

The delivery address for opt out notices for Landlord shall be the physical address listed in Paragraph 33 and the opt out delivery address for Tenant shall be the address of the Property as referenced herein and listed on page 1 of this Rental Agreement

**Receipt:** Electronic notices are deemed received on the day they are sent. A refusal or inability to deliver in the case of an inactive or terminated email account shall be deemed as received on the day of such refusal, rejection or inability to deliver. Notices given under opt out provisions shall be deemed as received on the actual date of such receipt.

**Miscellaneous:** Tenant acknowledges and agrees that as a condition of this Rental Agreement they are responsible for maintaining a viable email address and working telephone throughout the entire term of the Rental Agreement, for regularly checking their email account(s)/voice messaging services, and for managing all spam or similar electronic filters associated with Tenant’s email address/telephone such that any messages/notices from Landlord are properly received. Notices from Landlord are deemed received if sent to the email address provided by Tenant, even if not actually received by Tenant because of a spam filter or technological problem beyond Landlord’s control. Failure of Tenant to maintain a working email and/or telephone for any period during the term of the lease does not alter the responsibilities under this section.

**Updating Email / Telephone:** It is the responsibility of each party to this Rental Agreement to update the other party in case Email / Telephone information changes. Tenant may use the portal provided by Landlord to update pertinent information or may notify the Landlord in a manner as outline above.

**Exclusions:** Notices by Landlord to show Property to prospective Tenants or buyers may also be verbal and must be at least 24 hours in advance of scheduled showing time unless the Tenant waives that requirement with written notice/acknowledgement.

**14. DEFINITION OF “SIXTY (60) DAYS NOTICE”:** Notice should be given on the first day of the month. For any written notice given by either party to the other party, not on the first day of the month, the sixty (60) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice.

**15. UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services as listed on page one (1) of this Rental Agreement. In the event of Tenant’s default on payment of utilities, Landlord may pay directly to provider and charge Tenant together with any penalties, charges, damages and interest. Tenant shall be liable for any damages and inspections required by local authority’s / utility companies due to Tenant’s failure to obtain service by the start date of this Rental Agreement 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 the Premises during the term of the Rental Agreement. Proof of utility transfer will be required at lease start date and prior to Tenant taking possession of the property. Landlord may charge Tenant and administrative fee of Seventy Five Dollars (\$75) per utility that are not maintained by the Tenant or are not transferred to the Tenant in a timely manner at occupation. For the purpose of this paragraph, utility services shall include but not be limited to: Electricity, water, sewer, trash/waste removal and gas.

**16. EARLY TERMINATION:** Provided that Tenant is not in default hereunder at the time of giving notice, has strictly complied with all the provisions of this Rental Agreement, and is current with all rent and fees due Landlord, Tenant may terminate this lease before the expiration date by one of the following options. This agreement terminates upon compliance with the terms and payment of the amounts due under the options below:

**Option 1: Buyout out of Rental Agreement**

- a. Tenant shall give Landlord at least thirty (30) days written notice; **AND**
- b. Tenant shall pay all sums due (rent and fees) when due through date of termination; **AND**
- c. Tenant shall pay an amount equal to two (2) month’s rent at the time of giving notice to terminate early; **AND**
- d. Return the Property in clean and ready to rent condition; **AND**
- e. Tenant’s Security Deposit cannot be applied to any portion of the Early Termination and will be retained for damages caused by the Tenant to the Property. Once Possession has been returned Deposit may be allocated toward any previous balances or damages, and Deposit balance will be returned to Tenant within thirty (30) days of return of possession and compliance with these terms.

**Option 2: Continuation until Property is Re-Rented to a new Tenant**

- a. Tenant shall give Landlord at least thirty (30) days written notice; **AND**
- b. Tenant shall pay all sums due (rent and fees) when due through date of termination; **AND**
- c. Tenant shall pay Landlord an amount equal to one month rent as a Re-Rental Program fee; **AND**
- d. Tenant will continue to pay current monthly rent (to include pet rent) until such time as a new Tenant takes possession of the property; **AND**
- e. Tenant will return possession of the property once they vacate the home and cooperate with marketing efforts by the Landlord at the end of the current term; **AND**
- f. Return the Property in clean and ready to rent condition; **AND**
- g. Tenant may supplement the Landlord’s marketing to find a Replacement Tenant. All marketing must be in compliance with all applicable laws. All prospective Tenants must be screened and approved by the Landlord prior to leasing; **AND**
- h. Tenant’s Security Deposit cannot be used to any portion of the Early Termination and will be retained for damages caused by the Tenant to the Property. Once Possession has been returned Deposit may be allocated towards any previous balances.

**Option 3: Continuation until end of current term**

- a. Giving Landlord at least sixty (60) days written notice; **AND**
- b. Tenant will continue to pay current monthly rent, pet rent, utilities, and yard care until such time as the end of the current term; **AND**
- c. Tenant will return possession of the property once they vacate the home and cooperate with marketing efforts by the Landlord at the end of the current term; **AND**
- d. Return the Property in clean and ready to rent condition; **AND**
- e. Tenant’s Security Deposit cannot be used to any portion of the Early Termination and will be retained for damages caused by the Tenant to the Property. Once Possession has been returned Deposit may be allocated towards any previous balances.

Landlord and Tenant agree that any fees are not punitive in nature but are rather to be used to mitigate damages resulting from the early termination of the Rental Agreement by the Tenant. Landlord will aggressively attempt to re-rent the Property at current market value so as to mitigate damages.

If Tenant vacates the Property before the anniversary date, and fails to follow the Early Termination clause precisely as stated above, this shall constitute an abandonment as laid out in paragraph 26. Tenant will be in default of their Rental Agreement and damages will include all damages incurred by the owner, and/or Landlord, to get the Property re-rented, (or to the next anniversary date of the Rental Agreement) including, but not limited to: lost rent to the day of re-rental including any rental concession paybacks, utilities and lawn care during vacancy, any leasing fees and advertising expense charged to the owner to re-rent the Property, as well as any property/physical damages discovered during the move-out assessment and any other recovery as permitted by law. Landlord will aggressively attempt to re-rent the Property at current market value so as to mitigate damages and Tenant will be responsible for the exact costs incurred as a result of Tenants abandoning the Property.

**17. TENANT RESPONSIBILITIES:**

- a. Tenant agrees to keep the property safe and clean. Tenant agrees to be responsible for removal of Tenant’s contagious and other hazardous materials.
- b. Tenant shall report to Landlord any malfunction of or damage to any electrical, plumbing, or HVAC systems and any occurrence known or that reasonably should be known to Tenant that **may** cause damage to the property.
- c. Tenant shall 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, any member of Tenant’s family, guests or other person known or invited by Tenant. Tenant shall provide a police report and cooperate with the police and/or testify for any loss resulting from theft, malicious mischief, or vandalism as evidence that the damage is not caused by Tenant and/or their guests.
- d. **Routine Maintenance:** Tenant shall be responsible for (and financially responsible for) all routine maintenance including, but not limited to, stoppage of sewer because of misuse, broken water pipes/fixtures due to neglect or carelessness of Tenant, replacement of any burned out light bulbs, and replacement of HVAC filters as needed. It is specifically understood that Tenant shall, **report any water leaks to Landlord immediately and shall take all possible steps to mitigate water damage to the property.**
- e. **Equipment/Furniture:** Tenant is directly responsible for any damage caused by Tenant’s appliances and/or furniture. Tenant agrees not to place aquariums, antennas, satellite dishes, waterbeds, or auxiliary heaters without written permission from Landlord. Tenant agrees that any damage caused by these items, is the sole responsibility of Tenant. No indoor furniture is allowed on any porches, patios or decks of the Premises.

- f. **HVAC System:** Tenant is responsible for changing HVAC filters monthly and will be responsible for a fifty dollar (\$50) administrative charge plus HVAC servicing fees if any excessively dirty filter is found at any time. Tenant will be held liable for damage to HVAC systems caused by dirty or missing filters and damages.
- g. **Landscaping and Yard Maintenance:** \_\_\_\_\_ is responsible for yard maintenance, which shall include, but is not limited to, mowing and watering the lawn, keeping any planting beds free of weeds, replacing mulch as needed, trimming shrubs and trees, and keeping the Premises free from debris and fire ants. Tenant further agrees to cut the yard at least three (3) times per month during the spring and summer months and at least two (2) times per month during the fall and winter months or as needed. Tenant further agrees to remove fallen limbs, and rake and bag leaves as necessary. Tenant agrees that if Landlord is required to notify Tenant on more than two (2) occasions of Tenant's responsibilities, Landlord may, at their discretion, assume responsibility for yard maintenance at a cost of Three Hundred Dollars (\$300) per month to Tenant.
- h. **Smoke Detectors:** Tenant acknowledges that Premises is equipped with smoke detector(s) in good working order and repair. Tenant agrees to be solely responsible to check smoke detectors every thirty (30) days and notify Landlord immediately if smoke detectors are not functioning properly. Tenant shall maintain batteries in smoke detectors as needed. Tenant acknowledges receipt of instructions of smoke detector operation. [http://sloaneteamrealty.com/Tenant\\_safety.html](http://sloaneteamrealty.com/Tenant_safety.html)
- i. **Pest Control:** Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within three (3) days shall constitute Tenant's agreement that the Premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant.
- j. **Adverse Weather:** Tenant acknowledges responsibility to mitigate damage caused by severe weather. In the case of a Hurricane or Named Storm or the threat of a Hurricane or Named Storm, Tenant is to remove all non-secured items that are on the exterior of the Premises so that they do not cause damage. Tenant agrees to provide the Landlord with contact information in the case of an evacuation. If the temperature outside falls below 32 degrees Fahrenheit, Tenant is responsible for protecting the Premises by taking steps to reduce the likelihood of frozen pipes including, but not limited to, winterizing irrigation system.
- k. **Mold and Mildew:** Tenant acknowledges that mold and mildew is common in this area and some forms of mold and mildew can be harmful to Tenants and/or guests. Exposing any portion of the premises to elevated levels of moisture may cause mold or mildew to grow. To maintain adequate air flow, Tenant should not block or cover any air conditioning, heating or ventilation ducts located in the premises. Tenant shall regularly inspect the Premises and immediately report to Landlord any sign of mold and/or mildew (other than found in sinks, showers, toilets and other areas designated to hold water or to be wet areas) and any water intrusion problems. Tenant agrees that they will be held financially responsible for any mold or mildew determined to be caused by their actions or inactions. Tenant agrees to run the HVAC as a way to condition the air and reduce humidity in the home.
- 18. RULES AND REGULATIONS:** Tenant(s), or any member of Tenant's family, guests, or any other person(s) under Tenant's control, shall conduct themselves in a manner that will not disrupt other Tenants' and/or neighbors' peaceful enjoyment of the Premises. Tenant(s), any member of Tenant's family, guests or other persons under Tenant's control, shall not engage in or facilitate criminal or drug activities on the Premises. **Any such violation constitutes a substantial violation of the Rental Agreement and a material noncompliance with the Rental Agreement. As such, it is grounds for termination of tenancy and eviction from the Premises.**
- a. **Alterations:** No repairs, alterations or changes in or to said Premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord. The cost of restoring Premises to the original condition if Tenant makes any such unauthorized modifications shall be the responsibility of Tenant. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said Premises shall become property of the Landlord.
- b. **Locks:** Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of Landlord.
- c. **NO SMOKING IS ALLOWED IN THE PREMISES**
- d. The Premises, common elements, and limited common elements are subject to applicable rules, regulations, and covenants/restrictions either imposed by the Landlord, any Homeowner Association, or Municipal Ordinance(s) and Tenant agrees to observe faithfully all rules and regulations currently in effect or that may be adopted. **ANY FINES, FEES OR CHARGES RESULTING FROM VIOLATIONS SHALL BE PAID BY TENANT.** Landlord is authorized to take action, if possible, to avoid fines on behalf of the Tenant without giving Tenant notice to correct if violations do not allow for proper notice. Tenant will be held financially responsible for any fees or expenses resulting from Landlord action. **For each fine notification received by the Landlord, the Tenant will pay Seventy Five Dollars (\$75) times the number of violations during the current term (for example third violation will be \$75 x 3 = \$225)**
- e. No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork or any part of Premises. Tenant is responsible for damage to the walls.

- f. Motor vehicles with expired or missing license plates, and non-operative vehicles, boats, trailers, RVs and campers are not permitted on Premises without the Landlord’s written permission. Any unauthorized vehicle will incur a Seventy Five Dollar (\$75) admin fee per week that it remains on the property after notice from the Landlord. Tenant shall be responsible for any damage to the Premises caused by parking, driving or storing of any vehicles and/or trailers on yard or landscape. Landlord reserves the right to contact the local authorities if any unauthorized vehicles are not removed within fourteen (14) days from the date of notice. Any towing/removal fees are the responsibility of the Tenant.
- g. No pets are allowed unless the Pet Addendum is attached to this Rental Agreement. If Pet Addendum is attached only those pets listed on said addendum are permitted at the Premises.
- h. Tenant shall keep all utilities serving the premises on at all times during the term of the rental agreement and throughout the completion of the Move Out inspection including but not limited to garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the Move Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of Seventy-Five dollars (\$75.00) per utility account plus any related charges from the utility companies.

**19. ASSESSMENTS AND MOVE OUT PROCEDURES:**

- a. **Move-In Assessment:** Tenant acknowledges that Tenant is accepting the Premises in “As Is” condition with the exception of any repairs or modifications as required by law. Tenant acknowledges that Tenant will be provided a move-in assessment form to be completed and returned to Landlord within **FIVE (5)** days of possession or Tenant may be responsible for damages to the property based on the Landlord’s findings. If this form is not returned, Tenant agrees that the property is in good condition and will be responsible for all damages found at the end of the Tenant’s Rental Agreement.
- b. **Move-Out Assessment:** It is agreed that the move-out assessment will be made within three (3) working days after Tenant has completely vacated the Premises and notified Landlord in writing. Said assessment will be conducted during normal business hours. No Move-Out assessment will be made on holidays or weekends: utilities must be left on for this assessment. **Should Tenant fail to keep utilities on through the Move Out Assessment, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative charge of Seventy-Five dollars (\$75.00) per utility account plus any related charges from the utility companies.**

Tenant will be charged Seventy-Five dollars (\$75.00) per trip if a return visit by the Landlord is necessary due to Tenant not being completely moved out. Tenant has a right to be present during the assessment and Tenant’s failure to appear shall constitute Tenant’s agreement to accept the Landlord’s report as conclusive and final. If Tenant wishes to be at the move out assessment it is the Tenant’s responsibility to notify the Landlord and arrange an appropriate time for the assessment dependent on the Landlord’s schedule. Tenant shall comply with Move Out Guidelines (<http://sloaneteamrealty.com/Movingoutguidelines.pdf>) as provided by the Landlord upon notice to Terminate Rental Agreement. These guidelines are considered a portion of the lease agreement and fully enforceable under the term herein.

**IF THE PREMISES HAS NOT BEEN PROPERLY CLEANED AT THE TIME OF THE MOVE-OUT ASSESSMENT AND THE LANDLORD MUST HIRE A CLEANING SERVICE, CARPET CLEANING SERVICE OR A REPAIR COMPANY TO MAKE REPAIRS, AN ADDITIONAL FIFTEEN PERCENT (15%) AS AN ADMINISTRATIVE FEE SHALL BE LEVIED AGAINST TENANT IN ADDITION TO THE COSTS OF SAID REPAIRS AND/OR CLEANING.**

**Tenant recognizes that the lease ends at noon on the last day of the month at the end of the current term.** If possession is not returned to the Landlord by noon, the Tenant agrees to pay the hold over fee of Two Hundred Seventy-Five Dollars (\$275.00) in addition to per diem rent (Monthly Rent x 12 / 365). Possession is considered returned once the Tenant returns all keys / Garage door openers / Fobs to the Landlord at the address provided in paragraph 34 or at such a location as the Landlord notifies the Tenant of.

**20. INSURANCE: The Landlord requires that all Tenants shall maintain Renters’ Insurance with a minimum liability of One Hundred Fifty Thousand \$150,000 while residing at the home. The Landlord must be listed as an Additional Interest (also known as Third Party Designee) on the Tenant Policy.** Tenant must submit a certificate of insurance to the Landlord prior to the Tenant taking possession. The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, or loss resulting from theft, fire, storm, and all other hazards and casualties. Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant’s personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord and that Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by Tenant.

**21. INDEMNIFICATION:** Tenant agrees to indemnify and hold Landlord and Owner harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Owner arising out of or related to: (1) Tenant's failure to fulfill any condition of this Rental Agreement; (2) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Premises to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Owner); (5) failure to maintain or repair equipment or fixtures, where Landlord and/or Owner use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Agent with respect to any of the above-referenced matters.

**22. RIGHT TO ACCESS:** Tenant shall not unreasonably withhold consent to the Landlord to enter into the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, prospective Tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the Premises without consent of 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, active water leaks or other forms of water intrusion, or issues threatening the health or safety of the Tenant or property
- b. Between the hours of 9:00am and 6:00pm for the purpose of providing regularly scheduled periodic services such as changing furnace or air-conditioning filters, providing termite, insect, or pest treatment, provided that the Landlord announces intent to enter to perform services
- c. Between the hours of 8:00am and 8:00pm for the purpose of providing services requested by Tenant, provided that prior to entering the Landlord announces intent to enter to perform services

Landlord has the right to conduct assessments of the condition of the property from time to time as determined by the Landlord. Once twenty-four (24) hour notice is given to the Tenant, access cannot be withheld from the Landlord by the Tenant. The Landlord shall not abuse the right of access or use it to harass Tenant. Except for section 22(a), 22(b), and 22(c), the Landlord shall give 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 Tenant has abandoned or surrendered the Premises.

**23. MILITARY CLAUSE:** If Tenant is a member of the Armed Forces of the United States, stationed in Charleston, Berkeley, Dorchester County areas, and shall receive permanent change of station orders out of the Charleston, Berkeley, Dorchester County areas, Tenant may, upon presentation of a copy of said orders of 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 of 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 Rental Agreement termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement is a material misrepresentation and voids any consideration or protection offered by this section.

**24. DESTRUCTION OR DAMAGE TO PREMISES:** If the Premises is damaged or destroyed by fire or casualty to extent that normal use and occupancy of the Premises is substantially impaired, Tenant may:

- a. Immediately vacate the Premises and notify the Landlord in writing within seven (7) 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
- b. If continued occupancy is lawful, Tenant may vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Premises, as determined by Landlord.
- c. Tenant acknowledges that unless the event is due to Landlord's gross negligence, the Tenant is solely responsible for accommodations while the premises is returned to habitable condition. Neither Landlord nor Property Owner is responsible to the Tenant for damage to personal property. Tenant will be refunded the appropriate pro-rated rent amount if the Tenant is unable to occupy the premises while it is being returned to habitable condition.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold from Tenant's security deposit all damages incurred if the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, with proper accounting as required by law.

- 25. CONDEMNATION AND FORECLOSURE:** 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 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 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 Premises are a part (whether or not the 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 thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date. **If the Premises becomes subject to a foreclosure proceeding or tax sale, notice of said sale does not release Tenant from Tenant's obligations in this Rental Agreement nor does it authorize Tenant to withhold rent.**
- 26. ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from the Premises for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the Premises. If Tenant abandons the Premises before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy subject to the Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the Premises at a fair rental rate 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 the Premises has been abandoned or the Rental Agreement has come to an end and Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property at the Premises with a fair market value of Five Hundred Dollars (\$500) or less, the Landlord may enter the Premises, using forcible entry if required, and dispose of any property and reposes the Premises.
- 27. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by Tenant with the Rental Agreement other than nonpayment of rent, the Landlord may deliver a written notice to 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 on or before the 14<sup>th</sup> day from receipt of notice. The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and 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.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by Tenant with the Rental Agreement. If Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by Tenant with this Rental Agreement, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and 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 Tenant remedy it within that period of time, the Landlord will impose a Seventy five (\$75) dollar administrative fee and may enter the Premises 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.

- 28. REMEDY AFTER TERMINATION:** If the Rental Agreement is terminated for any cause, 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.
- 29. PRIVACY, DISCLOSURE & CONSENT:** Tenant agrees that information that is known to Landlord or contained in the Tenant file is not confidential, privileged or private. Tenant authorizes Landlord to disclose any information known or contained in the Tenant file to any law enforcement agencies who request such information, to prospective landlords or lenders who request such information in connection with approval of any rental application or home purchase, and to persons or parties who make a request for such information using discovery procedures in a civil action or subpoena in a criminal proceeding. Tenant agrees that Landlord shall have the right to pursue collection of any sums alleged due through the employment of independent contractors as collectors and that such sums may be reported to any consumer reporting agency (credit bureau) and shown on Tenants' credit report. Tenant agrees that variances or inaccuracies in the amounts submitted for collection or reported to any credit bureaus do not constitute a violation of any federal or state laws pertaining to reporting or collections of such debts and that the amount alleged due may be amended or corrected at any time. Tenant agrees that Landlord or any such collector or collection agency is expressly authorized

to contact Tenant by any means to notify Tenant of debt or attempt collection of the same and to communicate with third parties regarding the existence of the debt or location of the Tenant. Tenant agrees that any such collector is expressly authorized to obtain a consumer credit report on Tenant and to obtain information on Tenant’s location and employment in connection with the collection of any amounts claimed due under this Rental Agreement. Landlord’s and collector’s rights under this paragraph shall continue and survive independently beyond expiration of the term of this Rental Agreement.

- 30. **WAIVER:** 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 conditions that may give rise to 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.
- 31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors, legal representatives, and assigns.
- 32. **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 rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Tenant 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.
- 33. **JOINT RESPONSIBILITY:** If more than one (1) Tenant executes this Rental Agreement, 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.
- 34. **LANDLORD’S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

**Physical Address: SLOANE REALTY 1982 Maybank Hwy, Charleston SC 29412**

**Mailing Address: SLOANE REALTY PO Box 13223, CHARLESTON SC 29422**

**Phone Number: 843-795-4461 / 843-795-4484 Fax #: 843-795-1059 Email address: [admin@SloaneTeamRealty.com](mailto:admin@SloaneTeamRealty.com)**

- 35. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for the convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or effect.
- 36. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Rent 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 or initials (written or electronic) 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 party.
- 37. **MEGAN’S LAW:** Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. Tenant agrees that Tenant has the sole responsibility to obtain any such information. Tenant understands that Sex Offender Registry information may be obtained from the local sheriff’s department or other appropriate law enforcement officials.
- 38. **ENTIRE AGREEMENT.** This Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this Rental Agreement shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS RENTAL AGREEMENT.**
- 39. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully

accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

**40. PROPERTY MANAGEMENT:** Landlord is the authorized agent of OWNER for the purposes of managing Premises in accordance with a separate management agreement. Tenant agrees to communicate with Landlord on all issues relating to or arising out of this Rental Agreement. The termination of the management agreement shall not terminate this Rental Agreement.

**41. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Addendum attached (only applies to most rental properties built before 1978.) House Built \_\_\_\_\_

**42. ADDITIONAL TERMS:**

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**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 Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE ADDRESS, EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

**THE FOLLOWING ADDENDUMS ARE ATTACHED AND CONSIDERED A PART OF THIS RENTAL AGREEMENT AND SUPERSEDE ANY PORTIONS OF THE RENTAL AGREEMENT IN CONFLICT WITH THE TERMS OF THE ADDENDAE:**

Lead Based Paint Disclosure	Drug Free Premises	Extermination Addendum
Roommate Addendum	Pet Addendum	

**TENANT 1.** \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT 2.** \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT 3** \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT 4.** \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Date : \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

Date : \_\_\_\_\_

Prepared by: \_\_\_\_\_