



# RESIDENTIAL RENTAL LEASE AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina  
County of Pickens

This RESIDENTIAL RENTAL LEASE AGREEMENT made at Clemson, South Carolina, 23rd of June 2022 between:


TENANT(s) (hereinafter called "Tenant") and WOODLANDS MANAGEMENT of CLEMSON, INC. (hereinafter called "Landlord") shall provide as follows:

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

- 1. LANDLORD TENANT ACT:** This Residential Rental Lease 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 Pickens, South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

**833 Old Greenville Highway, Unit \_\_\_\_\_ Clemson, SC 29631**

- 3. TERMS:** This Residential Rental Lease Agreement shall commence on the 11th day of August 2023, and end on the 31st day of July, 2024 at 10:00 am. Tenant may not terminate this lease before the end of the stated term without prior written consent of the Landlord.

If premises is not ready for occupancy by Residential Rental Lease Agreement start date, Landlord will not be liable to Tenant for damages/loses due to the delay. Tenant will not be required to pay any rent until the premises is available and the amount due will be adjusted; accordingly, this is the only remedy for Tenant.

Tenant covenants that upon the termination of this Residential Rental Lease 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 and remote(s) to the Landlord. The premises must be returned to at least as good a condition as they were received upon Residential Rental Lease Agreement commencement. All property remaining in or on premises after key return or Residential Rental Lease Agreement end date, whichever is first, is considered trash for which Tenant will be charged for disposal and deducted from security deposit as damages.

- 4. RENT:** Tenant agrees to pay Landlord a rent of \$1,170.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$22,320.00. The rent is payable to **WOODLANDS MANAGEMENT OF CLEMSON, INC.** or as Tenant may be advised from time to time in writing. **TENANT further agrees to pay a late fee of 10% of the total rental amount if rent is paid after the 5<sup>th</sup> day of the month, and additional fee of \$10.00 per day after the 5<sup>th</sup> day of the month until rent is paid in full.**

[ NO ] **Furnished Condo**                       [ NO ] **Pet Friendly**

**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 RESIDENTIAL RENTAL LEASE AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN**



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**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. **SECURITY DEPOSIT:** Tenant 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 Residential Rental Lease 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 the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Security Deposit may be offset against the total claims of Landlord and shall not constitute Landlord's exclusive remedy. Landlord may retain from security deposit sums necessary to return premises to its original state upon Residential Rental Lease Agreement commencement, normal wear and tear excluded. 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. 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 following or new address and fails to return the following: 4\_Key(s) for mailboxes, 4 Fob(s) to unit, storage area 1 key (per Garden unit), and if applicable, interior doors, 4 Remote(s), the Tenant(s) is/are 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 to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.

**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 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 (S)HE HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.**

6. **RENTAL APPLICATION:** Each Tenant agrees to pay a non-refundable application fee of **\$55.00**. Tenant acknowledges that the Landlord has relied upon the completed Rental Application as an inducement 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 Residential Rental Lease Agreement immediately and to collect from the Tenant any damages, including but not limited to reasonable attorney fees resulting there from.
7. **JOINT RESPONSIBILITY:** If this Residential Rental Lease Agreement is executed by more than one (1) person, 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. Each Tenant is jointly and individually liable for all Residential Rental Lease Agreement obligations, including but not limited to rent, fees, and damages. If any Tenant or guest violates the Residential Rental Lease Agreement, all Tenants are considered to have violated the Residential Rental Lease Agreement. Landlord's requests and notices to any one Tenant constitute notice to all Tenants. Notices and requests from any one Tenant (including maintenance requests and entry permissions) constitute notice from all Tenants. In eviction suits, each TENANT is considered the agent of all other Tenants of the Property for service of process.

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**8. GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Residential Rental Lease Agreement with Tenant, a proof of income or a valid, fully executed guaranty (the "Guaranty") of Tenant's sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable with Tenant for all of Tenant's obligations hereunder. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the terms, conditions, covenants, and provisions of this Residential Rental Lease Agreement and shall not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. Guarantors are prohibited to occupy, reside at, or use the premises in any manner beyond what any other guest would be entitled to. Outside of their legal and financial responsibilities of this Residential Rental Lease Agreement, they have no rights or privileges that would not be awarded to any other guest.

**9. OCCUPANTS:** Only Tenant(s) designated in the Residential Rental Lease Agreement or as further modified or agreed to in writing by Landlord shall reside in the rental premises. For purposes of this Residential Rental Lease Agreement, the designated occupants are the same as the Tenant(s) listed above and their immediate minor children, if applicable.

In no event shall more than the Tenant(s) listed above be allowed to occupy said premises. If Tenant(s) violates the above stated allowed occupancy, Tenant(s) is subject to eviction, immediate forfeiture of security deposit, and shall reimburse Landlord all municipal fines, legal fees, damages, and /or eviction costs.

**10. RENEWAL TERMS:** This Residential Rental Lease Agreement does not automatically renew, and this Residential Rental Lease Agreement terminates at the end of the stated terms as defined in paragraph 3. At the option of the Landlord, Tenants in good standing will be given first right of renewal beyond their initial Residential Rental Lease Agreement term and must sign a new Residential Rental Lease Agreement. Rental rates and terms are subject to change with the new Residential Rental Lease Agreement.

**11. SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the prior written consent of Landlord and joint Tenant(s). Tenants must complete required sublease documents and pay all applicable fees. Any subletting hereunder shall not relieve Tenant of liability or obligations of Residential Rental Lease Agreement including without limitation monthly rent or any additional sums that may come due. Tenant must have written permission from Landlord for guest(s) to occupy the premises for more than **7 consecutive days**.

**12. UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services and is **required to establish power and water at Residential Rental Lease Agreement commencement** and maintain said services during the entire term of this agreement. Tenant may be charged for said services not established at Residential Rental Lease Agreement commencement and/or terminated prior to Residential Rental Lease Agreement termination. In subfreezing (below 32 degrees) weather, thermostats are never to be turned off, however, may be turned to lowest heat setting (50 degrees). The Tenant shall be responsible for any damage and repair costs to said premises or adjoining premises due to lack of maintaining adequate heat to prevent frozen pipes, or damages resulting from lack of appropriate climate control during warmer weather.

In the event of Tenant default on payment of utilities, Landlord may pay and charge Tenant an additional rent together with any penalties, charges, and interest. Tenant shall be liable for any inspections required by local authorities/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-up and connection fees and/or security deposits as required by the utility companies in connection with establishing utilities to premises during the term of the Residential Rental Lease Agreement.

**13. TENANT OBLIGATIONS:** Tenant agrees to comply with the Residential Rental Lease Agreement, all City/County ordinances, and rules/regulations the Landlord has adopted concerning the Tenant's use and occupancy of the premises. Tenant agrees to keep the dwelling unit and all parts of the premises that the Residential Rental Lease Agreements safe and clean and agrees to be responsible for the removal of Tenant's contagious and other hazardous materials. Tenant, or any member of Tenant's family, guest, or other person under Tenant's control shall not engage in



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or facilitate any criminal or drug related activities. Any such violation constitutes a material noncompliance with the t 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, reporting any initial problem within five (5) days of occupancy, and request any repairs due to damage caused by tenancy throughout the rental term. Tenant agrees to report to Landlord any malfunction of or damages 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 guest(s) and/or vandals or burglars. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

No repairs, alterations, or changes in or to said premises or of the fixtures or appliances contained therein, shall be made without prior written consent of Landlord, and shall be the responsibility of the Tenant for the 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/knobs/deadbolts, both interior and exterior, shall not be changed, added, or altered without prior written consent of the Landlord.

Tenant agrees to be responsible for and make at Tenant's expense all routine maintenance and minor housekeeping repairs, including but not limited to: replacing burned out light bulbs with equivalent bulbs, changing water filters; reporting water leaks; checking for and resetting tripped breakers; maintaining batteries in smoke detectors; cleaning dryer lint trap after each use; keeping kitchen/bathroom/tub/shower drains, dishwashers, garbage disposals and toilets clear of blockages including but not limited to hair, grease, flushable wipes, foreign objects, etc. Tenant may be held liable for any service calls that are unwarranted and/or caused by Tenant misuse or negligence, for damages resulting from unreported problems, and/or service calls or damage to HVAC systems caused by dirty or missing filters.

Tenant is directly responsible for any damage caused by Tenant's personal belongings, appliances and/or furniture. Tenant acknowledges that Tenant has inspected the premises upon possession and agrees that the premises and, if applicable, and any common areas are safe, fit, and in habitable condition and shall report any problem within three (3) days of possession.

Tenant is responsible for all financial damage caused by the Tenant or allowed to occur by the Tenant. These include all fees, fines, penalties, or other financial obligations charged by local law/code enforcement or any applicable Homeowner's Association (HOA), even if such regulations are not included in this Residential Rental Lease Agreement. These may include, but are not limited to issues related to parking, decorations, lawn care, noise, utility payments, etc.

#### **General Limitations:**

- a. EXTERIOR:** To maintain the quality of life and a proper appearance of the property, all personal belongings must be removed from shared areas when not in use. Tenant shall keep the outside of the premises (the breezeways, entry ways, stairs, yard, sidewalks, and patios/porches) free of personal belongings, debris, trash, and litter, whether or not they are the result of the Tenant. Tenants are required to clean up after themselves and keep the exterior of the property clean, tidy, and presentable as determined by the Landlord. Any outdoor furniture must be intended for outdoor use. Furniture intended for indoor use is not permitted outdoors.
- b. PARKING:** Vehicles, including motorcycles, scooters, and mopeds, may only be parked in/on designated, all-weathered parking surfaces, and not permitted on the yard, grass, porches, sidewalks, breezeways, or under stairways. All vehicles on property must be in proper working condition and properly registered with The Woodlands Office, displaying the current year parking permit, and be tagged and insured. Unless prior written consent is given by the Landlord, all boats, campers, trailers, commercial vehicles, moving vans/trucks and RVs are strictly prohibited.
- c. TRASH:** Tenant must maintain all trash receptacles (bins/cans/dumpsters/compactor) for the property in working condition. Household trash/food must be disposed of in plastic/paper bags and placed in the compactor. Trash may not be stored anywhere on property outside of designated receptacles or allowed to accumulate inside the premises or in the storage rooms (garden units). *For compactor use only:* all items must be placed INSIDE



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compactor for proper disposal. Tenants will be charged for items that overfill the capacity of compactor and/or placed outside of compactor. Furniture, mattresses, or larger items (that do not fit in trash bags) may NOT be disposed of in the compactor and must be hauled away for disposal by Tenant at Tenant's expense.

- d. **GRILLS/ACCELERANTS:** Grills are provided on property in front of the gazebo. These are on a first come/first serve basis. Tenant must not leave grill unattended for any reason while in use and agrees to be held responsible for any/all damage or associated costs related to grill usage on property. **GRILLS ARE NOT PERMITTED INSIDE PREMISES OR ON BALCONIES/BREEZEWAYS/PATIOS AND MAY NOT BE STORED IN ANY COMMON AREA ON PROPERTY.** No accelerant of any kind, including but not limited to, fuel or other combustible material that would increase the risk of fire, will be stored in PREMISES or common areas of property. Kerosene/electric heaters or any other auxiliary hearing source is not permitted. Violations of this rule may lead to fines and/or eviction.
- e. **INTERIOR:** Tenant may not paint, wallpaper, or alter any interior surface without prior written consent of the LANDLORD. Items may be hung on walls with small nails only; use of any type of adhesive or hanging strip/hook is prohibited. Tenants will be charged for damage to drywall or holes larger than that of a small nail.
- f. **WINDOW TREATMENT:** Tenant must keep any installed window treatments in good condition and of acceptable style/color at the sole discretion of Landlord. The use of flags, blankets, signs, cardboard, foil, etc. as window treatments is prohibited. If blinds and/or screens are provided by Landlord, Tenant will be charged for replacement/repair if damaged due to misuse or negligence.

**14. CLEANING:** At lease signing, Tenant shall pay a STANDARD CLEANING FEE of \$\_\_\_\_\_ and a STANDARD CARPET CLEANING FEE of \$\_\_\_\_\_ (if applicable) which covers **standard and reasonable** interior unit cleaning and carpet cleaning by a professional carpet cleaning company. This fee does not cover any needed excessive cleaning, stain treatment/removal, furniture/trash/belongings removal, pet damage, or repairs resulting from Tenant misuse or negligence. Excessive cleaning will be determined at Landlord's sole discretion and will be deducted from Tenant's security deposit as damages.

If one or more previous occupants remain in the dwelling with a new Residential Rental Lease Agreement, Landlord will not facilitate cleaning (or carpet cleaning) of the premises, and any applicable cleaning fees will be refunded to vacating Tenant(s) upon acceptable vacancy, as determined by Landlord.

**15. PAINTING:** Upon complete vacancy, dwelling (partially or fully) will be professionally painted as-needed as determined by Landlord's sole discretion. Tenant will be charged for and deducted from Tenant security deposit as damages any painting that is needed beyond reasonable and normal wear and tear, to include, but not limited to: drywall damage; excessive marks/stains on walls, ceilings and/or doors; holes larger than the size of a small nail; grease stains.

**16. MAINTENANCE OF PREMISES:** Landlord agrees to make repairs and do what is necessary to keep 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 must not perform maintenance or make repairs, other than routine maintenance or minor housekeeping repairs without prior written Landlord consent. All needed maintenance/repairs must be reported to Landlord as a maintenance request as soon as they are observed, and it is the Landlord's sole discretion to prioritize the urgency of the requests. Only emergency maintenance issues (that would cause the property to be uninhabitable) will be handled after business hours or on weekends/holidays.

**17. PEST CONTROL:** Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that a premise has no infestation of any kind. Landlord will provide routine pest control on an as needed basis, limited to no more than once per quarter, as long as the need is not a result of Tenant negligence or living conditions. Landlord will not pay for flea control unless problem is reported within three (3) days of possession. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control.



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**18. PETS:** Tenant shall not have or keep domestic or other animals in or about the premises, even temporarily, without the **PRIOR WRITTEN CONSENT** of the Landlord, payment of the pet fee and the completion of the required Pet Addendum, signed by all parties to the Residential Rental Lease Agreement. The Tenant agrees to abide by all terms and conditions of the Pet Addendum. If a pet is discovered on the premises without consent, payment of pet fee and completion of the Pet Addendum, the Tenant shall be assessed and additional \$150.00 penalty plus and additional \$10.00 per day per animal, from the date it is determined by Landlord the animal was brought into the premises until the date the animal is removed, or until Landlord consent, pet fee is paid and Pet Addendum is completed.

Service/emotional support animals (hereafter "animal") are not subject to a pet fee. Tenant must obtain written Landlord approval prior to bringing animal onto premises and provide written documentation from a licensed healthcare provider, of which Tenant is under care, certifying the need for such animal. Tenant is responsible for any damage to a person or property caused by an animal.

**19. ESSENTIAL SERVICES AND APPLIANCES:** 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 Residential Rental Lease Agreement as being deemed to be supplied by the Landlord: Stove, Refrigerator, Dishwasher, Disposal, Washer, Dryer, Microwave and Trash Compactor (located between building 700 and 900).

**20. RULES AND REGULATIONS:** The common area facilities, such as swimming pool, recreational, parking areas, Clubhouse, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted or provided by the Landlord and/or the Homeowner's Association (HOA). The Tenant agrees to observe faithfully all rules and regulations that the Landlord and/or HOA has now or may hereafter adopt for the use of the premises.

**21. INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire, water, and any other damaging catastrophes. Landlord and Tenant hereby release each other 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 or the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

**22. RIGHT TO ACCESS:** The 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.

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 9:00 a.m. and 6:00 p.m. for the purposes 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 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 26a), 26(b), and 26(c), the Landlord shall give the Tenant at least 24-hour notice of intent to enter and may



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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.

- 23. LOCKOUTS:** Assistance from Landlord for lockouts will be assessed a \$75.00 service fee during evening (5:00 pm to 8:30 am Monday – Friday), weekend hours (Saturday – Sunday), and/or holidays. Payment is due at the time of service. Tenant will be responsible for damage caused by Tenant or their guest(s) trying to access premises or interior rooms without keys or codes.
- 24. 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 stated Residential Rental Lease Agreement term mentioned without hindrance or interruption by the Landlord. 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. Tenants must keep stereos, music levels, and other sounds to a minimum. If a complaint is made regarding Tenant's premises, Tenant will be issued a Residential Rental Lease Agreement violation. Tenant is responsible for the behavior or noise problems due to their guests. Tenant and guests will comply with all City and/or County ordinances regarding noise.
- 25. PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters (such as kerosene/electric heaters) without prior written consent from the Landlord. **GRILLS ARE NOT PERMITTED INSIDE PREMISES OR ON BALCONIES/BREEZEWAYS/PATIOS AND MAY NOT BE STORED IN ANY COMMON AREA ON PREMISES.**
- 26. 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 upon verification and shall be a part of this RESIDENTIAL RENTAL LEASE AGREEMENT.
- 27. LEAD – BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** (only applies to most rental properties built before 1978.)
- 28. RETURNED CHECKS:** TENANT agrees to pay **\$35.00** for each dishonored check or e-payment for bookkeeping costs and handling charges, 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 of money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this Residential Rental Lease Agreement void and immediately terminated.
- 29. MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the Upstate South Carolina area, and shall receive permanent change of station orders out of the Upstate South Carolina area, 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 Residential Rental Lease Agreement 30 days after the first date on which the next monthly payment of rent is due. 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 Residential Rental Lease Agreement termination. Withholding knowledge of pending transfer of discharge at time of entry into this Residential Rental Lease Agreement voids any consideration or protection offered by this section.
- 30. DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) 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. If the expiration date of the Residential Rental Lease Agreement is not on the last day of the calendar month, then thirty (30) day notice is required to conform to the expiration dates.



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**31. 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 is substantially impaired, the Tenant may:

- a. Immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the Residential Rental Lease Agreement, in which case the Residential Rental Lease Agreement terminates as of the date of vacating: or
- b. 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.

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

**32. 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. If substantially all the rented premises shall be taken, this Residential Rental Lease Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be appointed 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 Residential Rental Lease 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 termination date.

**33. 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 Residential Rental Lease 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 surrender, the Residential Rental Lease 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 Residential Rental Lease 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 \$500.00 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

**34. NONCOMPLIANCE WITH RESIDENTIAL RENTAL LEASE AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the Residential Rental Lease Agreement other than nonpayment of rent or a noncompliance with Paragraph 13 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Residential Rental Lease 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 Residential Rental Lease 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 Residential Rental Lease Agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within (5) five days from the date due, the Landlord may terminate the Residential Rental Lease Agreement provided the Landlord has given the Tenant written notice of



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nonpayment and Landlord's intention to terminate the Residential Rental Lease Agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 4.

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 Residential Rental Lease Agreement of Paragraph 13 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 13 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 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 and Tenant Act.

If there is noncompliance by the Tenant with Paragraph 13 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 Residential Rental Lease Agreement. If the Residential Rental Lease Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of Residential Rental Lease Agreement and reasonable attorney's fees. Any claim not satisfied by the Tenant may be turned in to the credit bureau or collection agency.

- 35. REMEDY AFTER TERMINATION:** If the Residential Rental Lease Agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Residential Rental Lease Agreement, reasonable attorney's fees, collection costs, and court costs.
- 36. NOTICE:** A Landlord received notice when it is delivered at the places of business of the Landlord through which the Residential Rental Lease Agreement was made or at any place held out by Landlord as the place of receipt of the communication.
- 37. WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Residential Rental Lease Agreement or violation or 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, 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.
- 38. PROVISIONS:** The provisions of this Residential Rental Lease Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
- 39. 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 Residential Rental Lease 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 Residential Rental Lease Agreement, its due execution, the rental provisions hereof, of the terms of amendments hereto, if any, and any other information reasonably requested.



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

Mail: WOODLANDS MANAGEMENT OF  
CLEMSON, INC.  
833 OLD GREENVILLE HWY  
CLEMSON, SC 29631

Phone: (864) 654-3004 Fax: (864) 654-3014  
Email: [admin@woodlandsmanagement.com](mailto:admin@woodlandsmanagement.com)  
On the web: [www.WoodlandsOfClemson.com](http://www.WoodlandsOfClemson.com)

**41. CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Residential Rental Lease Agreement, nor shall they affect its meaning, construction or affect.

**42. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Residential Rental Lease 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 party.

**43. MEGAN'S LAW:** The 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. The 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. The Tenant agrees that the Tenant has sole responsibility to obtain any such information. The Tenant understands the Sex Offender Registry information may be obtained from local sheriff's department or other appropriate law enforcement officials.

**44. ENTIRE AGREEMENT:** This Residential Rental Lease 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 Residential Rental Lease Agreement shall be valid unless accepted by Landlord in writing, TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

**45. 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 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. The 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.

**46. SEVERABILITY:** In case any provision of this Residential Rental Lease Agreement shall be invalid, unlawful, or unenforceable under applicable law, the validity of the remaining terms and conditions shall not be invalidated or impaired in any way.

**47. ADDITIONAL TERMS:** Provide the required Parental or Sponsor Guaranty Agreement for each Tenant. Please sign and initial all applicable Residential Rental Lease Agreement addendum(s).



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**WHEREFORE**, the parties have executed this RESIDENTIAL RENTAL LEASE AGREEMENT or caused the same to be executed by their authorized representative, the day and year first above written.

**THIS RESIDENTIAL RENTAL LEASE AGREEMENT** supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this RESIDENTIAL RENTAL LEASE AGREEMENT shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED ON THEIR RENTAL APPLICATIONS. TENANT IS RESPONSIBLE FOR KEEPING CONTACT INFORMATION CURRENT.**

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

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**TENANT Printed Name**

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**TENANT Signature**

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**TENANT Printed Name**

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**TENANT Signature**

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**LANDLORD: Woodlands Management of Clemson, Inc.**



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