

STATE OF SOUTH CAROLINA **LEASE AGREEMENT** COUNTY OF CHARLESTON

This Rental Agreement is entered into between ONE COMING STREET ASSOCIATES, L.P. ("Landlord") and ("Tenant"), this day of _____, 199____.

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

1. **PROPERTY.** The property which is the subject of this Rental Agreement consists of the apartment unit known generally as Coming Street, Charleston, South Carolina 29401.
2. **OCCUPANTS.** Occupants of the premises shall be limited to _____ person(s).
3. **TERM.** The Landlord leases the premises to the Tenant, subject to the provisions of this Rental Agreement, for a term of starting , 199_ and ending , 199_. The Tenant agrees to vacate the property on the ending date, leaving it clean and in good condition, free of the Tenant's personal property, garbage and other waste, and to return the keys to the Landlord. Notice requirements are specified in paragraph 18.
4. **RENT.** The rent for the term of this lease is \$_____ and is payable in monthly installments of \$_____ at 2645 Burden Creek Road, Johns Island, South Carolina 29455 or at such other place as the Landlord may designate in writing.
5. **LATE CHARGE AND RETURNED CHECKS.** Rent is due in advance on the first day of the month. **IF RENT IS NOT PAID WITHIN (5) DAYS OF THE DUE DATE, THE LANDLORD MAY TERMINATE THIS RENTAL AGREEMENT.** Rent paid after the fifth day of the month will be subject to a late charge of \$25.00. Returned checks shall be subject to a charge of \$10.00, plus late charge if the check is not made good before the sixth day of the month. Notwithstanding, if any check of the Tenant for the security deposit or the first month's rent is returned because of insufficient funds, the Landlord may declare this Rental Agreement void and immediately terminated.
6. **SECURITY.** The sum of \$_ will be deposited (interest free) by the Tenant upon execution of this agreement, and prior to occupancy, to be held by the Landlord until the termination of this tenancy as security for the full and faithful performance by the Tenant of all the terms of this agreement. The Landlord is given permission to place said security deposit with other security deposits in a subaccount maintained by the Landlord for this purpose and to deduct therefrom the cost of any unusual cleaning or repairs to the property and/or any accrued rent or late charges upon termination of this Rental Agreement. Security deposits cannot be deducted by the Tenant from the rent due for the last month of this tenancy. If the damages sustained by the Landlord as a result of the Tenant not fulfilling the entire term of this agreement equal or exceed so much of the security deposit as is left after deductions therefrom pursuant to this agreement, the Landlord may elect to retain such sum as liquidated damages.

The security deposit or any remaining portion will be returned within thirty (30) days after the termination of this tenancy. Deductions, if any, will be accompanied by an itemized written notice. To receive a refund within this time, the Tenant shall provide the Landlord in writing with a forwarding address where the deposit shall be sent. In the event the security deposit is not sufficient to pay all charges due, the Tenant shall pay said charges within five (5) working days after receiving notice from the Landlord.
7. **POSSESSION.** If there is a failure to deliver possession of the premises at the commencement of this lease, the monthly rental provided herein shall be abated pro-rata on a daily basis and shall not be due until occupancy is available. The Tenant, however, may notify the Landlord upon five (5) days written notice that he elects to terminate the lease for failure to deliver the premises. In such case, the Landlord shall return all prepaid rent and security deposit.
8. **INSPECTION.** It is agreed that inspection will be made within three (3) working days after the Tenant has completely vacated the premises and only between the hours of 9 a.m. and 5 p.m. Monday through Friday. No

inspection will be made on holidays or weekends, and UTILITIES MUST BE LEFT ON AT THE TIME OF INSPECTION. The Tenant has the right to be present during the inspection, and the Tenant's failure to appear at the inspection shall constitute the Tenant's agreement to accept the Landlord's Inspection report as conclusive and final.

9. PETS. The Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. If the Landlord does, at their sole discretion, consent, and if the Tenant makes payment of any required pet fee, the Tenant may keep and maintain the specified domestic animal upon the leased premises in accordance with the terms hereof, and any special agreements reached between the Landlord and the Tenant shall not be in contradiction of these terms. The Tenant shall be responsible for the animal, its behavior, and any damage, over and above the pet fee, done by said animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against the animal or upon evidence of injury or damage caused by the animal. Any special pet agreement is an integral part of this lease.

10. CONDITION OF PREMISES. The Tenant acknowledges that (s)he has inspected the premises and agrees that the premises and the common areas, if any, are in safe, fit and habitable condition. The electrical, plumbing, heating and air-conditioning system, if any, and any appliances furnished with the premises are in good working order. ALL EXCEPTIONS ARE INDICATED ON THE ATTACHED CHECKLIST, WHICH IS MADE PART OF THIS RENTAL AGREEMENT.

11. MAINTENANCE AND REPAIR. The Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition. The Landlord further agrees to maintain in reasonably good and safe working order and condition, all electrical, gas, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances supplied by him. The Landlord agrees to comply with all obligations set forth in the South Carolina Residential Landlord and Tenant Act in Article II, Section 21(a).

The Tenant agrees to keep the dwelling unit and all parts of the premises that he uses safe and clean. The Tenant shall dispose of ashes, garbage and other waste in a safe and sanitary manner. The Tenant shall not negligently destroy, deface, impair, or remove any part of the premises or knowingly allow any person to do so.

It is specifically understood that the Tenant will, at the Tenant's expense, keep sinks, lavatories and commodes open, reporting any initial malfunction within five (5) days of occupancy; replace all broken windows and burned-out light bulbs; repair any damage to screens, doors, interior surfaces and appliances. The Tenant agrees to report to the Landlord any malfunction of, or damage to, electrical, plumbing, heating or air-conditioning systems. The Tenant agrees to pay for the cost of all repairs made necessary by his negligence or careless use of the premises, including repairs to electrical, plumbing, heating and cooling systems as well as floor coverings, carpeting and appliances, and to pay for repairs resulting from theft, malicious mischief or vandalism by the Tenant.

The Tenant agrees to be responsible for, and to make at the Tenant's expense all routine maintenance including, but not limited to, stoppage of sewer, broken water pipes or fixtures due to misuse, neglect or carelessness of the Tenant. The Tenant is directly responsible for any damage caused by the Tenant's appliances, fixtures and/or furniture. The Tenant is responsible for reporting any water leaks.

12. PEST CONTROL. The Landlord will provide monthly pest control treatment. It is the Tenant's responsibility to provide access to the apartment by the exterminator.

13. DAMAGE OR CASUALTY. If the premises are damaged or destroyed by fire or other casualty to the extent that normal use and occupancy is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of his intention to terminate the Rental Agreement, in which case, the Rental Agreement terminates as of the date of vacating. If continued occupancy is lawful, the Tenant may 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 unit. If the Rental Agreement is terminated, the Landlord shall return security recoverable under Paragraph 6 of this agreement and all prepaid rent. Accounting for rent in the event of termination or apportionment will be made as of the date of the fire or casualty.

14. **INSURANCE.** The Tenant acknowledges that the Landlord does not carry insurance to cover the Tenant's personal property or his personal liability. The Tenant is advised to obtain Renters' Insurance to protect his interests. The Tenant agrees to comply in all respects with the requirements of the Landlord's present or future insurance carrier and not to permit anything to be done at or within the premises which shall cause cancellation of or increase in the current rate of insurance thereon. The Tenant agrees to obtain liability insurance to cover possible water damage should a waterbed be kept in the premises.

15. **UTILITIES.** The Tenant agrees to pay for all utilities used upon and in connection with the premises by the Tenant, and in the event of the Tenant's default therein, the Landlord may pay the same and add the amount thereof to the installment of rent thereafter falling due hereunder, together with any penalties or interest which may have been paid by the Landlord. The Tenant shall be liable for any inspections required by utility companies due to the Tenant's failure to obtain service at the time of occupancy, or to maintain said service during the term of this agreement.

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

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

18. **EXTENDED TERM AND NOTICE OF TERMINATION.** At the end of the term of this Rental Agreement as set forth in Paragraph 3 above, the provisions of this Rental Agreement shall be extended for successive one month periods and be considered a month-to-month tenancy. The amount of rent may be adjusted at this time, provided the Landlord gives the Tenant thirty (30) days written notice prior to the adjustment. If the Tenant intends to vacate the premises at the termination of this agreement or at any extension thereof, the Tenant shall notify the Landlord, in writing, at least thirty (30) days prior to the expiration of the original term of this agreement, or at least thirty (30) days prior to the date specified in the notice in the case of any extension, that the Tenant intends to vacate. Any termination shall be on the last day of the calendar month, unless otherwise stated herein. If the Landlord intends to end the tenancy at the termination date of this agreement, he may do so by giving the Tenant at least thirty (30) days notice, in writing, of his desire to so end the agreement. The Landlord may terminate any extension of this agreement by notifying the Tenant, in writing, at least thirty (30) days before the date specified in the notice.

19. **NOTICE.** Any notice required or authorized to be given hereunder or pursuant to applicable law shall be sent by certified or registered mail or hand delivered to the following addresses: The Tenant at the address of the premises. The Landlord at the address to which rental payments are sent.

20. **SERVICE.** The name and address of the Landlord herein or the person authorized to act on behalf of the owner as agent is Mark W. McKnight, 123 Meeting Street, Suite 300, P. O. Box 1455, Charleston, South Carolina 29402. Service of process may be made upon said agent and he is authorized to receive notice or demands under this agreement.

21. **DEFAULT.** If the Tenant fails to perform any of the terms of this Rental Agreement, other than the payment of rent, or non-compliance with the provisions of this agreement affecting health, safety or the physical condition of the property, the Landlord may deliver written notice to the Tenant specifying the breach and the Tenant shall remedy the breach within fourteen (14) days. If the Tenant fails to do so, the Landlord may terminate this Rental Agreement. As to a default in the payment of rent and/or non-compliance with the provisions of the agreement affecting health, safety or the physical condition of the property, the terms of this agreement and the South Carolina Residential Landlord and the Tenant Act shall apply.

22. **ENTRY BY LANDLORD.** ENTRY WILL BE MADE BY THE LANDLORD IN ACCORDANCE WITH THE SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT, SECTION 25:

(a) A tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alteration, or improvements, supply necessary

or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A Landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency - prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to the entering, the Landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering, the Landlord announces his intent to enter to perform services.

(c) A Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases under item (b) above, the Landlord shall give the Tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A Landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 34 and 35 of Article IV;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

23. **RULES AND REGULATIONS.** No off street parking provided. The Tenant shall occupy the premises only as a dwelling unit and shall not create or permit any nuisance, nor create any disturbance, nor conduct or permit any illegal activities thereon. The Tenant agrees to observe faithfully all rules and regulations now in effect or which may hereafter be adopted for the use of the premises, including any restrictive covenants in effect within the community and/or legal jurisdiction.

24. **ALTERATIONS.** The Tenant is forbidden to change any locks, add any additional locks, or remove any existing locks without the prior written consent of the Landlord. Furthermore, without prior written consent, the Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter the walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the premises inside or out. Any wall decorations must be hung with "bulldog" type hangers. Any alterations or improvements made by the Tenant, including any fixtures, carpeting, painting, wallpaper, shrubs or other landscaping shall become a part of the premises unless otherwise specified by the Landlord in writing. Upon termination of this lease, the Tenant shall restore the property to its original condition of repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, shrubs or other landscaping which Landlord has accepted. If the Tenant fails to do so, the Tenant will promptly reimburse the Landlord for any expenses required to so restore the premises.

25. **MILITARY CLAUSE.** If the Tenant is a member of the Armed Forces of the United States, stationed in the Tri-County area and shall, after the first six (6) months of this tenancy, receive permanent change of station orders out of the Tri-County area, the 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 discharge from the Armed Forces, unless due to conditions beyond the Service Member's control, or acceptance of Government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered under this section.

26. APPLICATION. The Tenant acknowledges that the Landlord has relied on the information provided by the Tenant in the rental application. If any material facts stated in the application are untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from the Tenant any damages resulting therefrom including reasonable attorney fees. The Tenant and only those persons named in the application shall occupy or use the premises as a residence.

27. ABANDONMENT. The unexplained absence of a Tenant from the premises for a period of fifteen (15) days after default in the payment of rent shall be construed as abandonment of the premises. When the premises have been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of his property or voluntarily and permanently terminated his utilities, and has left personal property on the premises with a fair-market value of five hundred (\$500.00) dollars or less, the Landlord may terminate this Rental Agreement and enter and relet the premises, using forcible entry if required, and dispose of the property. All property not covered by this section will be handled under the provisions of Code of Laws of South Carolina for 1976, Sections 27-37-10 to 27-37-150. If the Tenant abandons the unit, he shall be liable for the rent for the remaining term of this agreement pursuant to and subject to Section 35(b) of the South Carolina Residential Landlord and the Tenant Act.

28. LIMITATION OF LIABILITY. If property described in this rental agreement is delivered to a bonafide purchaser in a good faith sale, the Landlord is relieved of liability under this agreement for acts and events occurring after written notice to the Tenant of the conveyance.

29. MISCELLANEOUS. This Rental Agreement expresses the entire agreement of the parties. No agreement, statement, representation, promise, etc. shall bind either of the parties unless it is in writing and contained in this agreement.

30. OTHER TERMS, CONDITIONS, ADDENDA:

This Rental Agreement is made pursuant to the South Carolina Residential Landlord and Tenant Act and the provisions of said Act shall control.

EACH PARTY ACKNOWLEDGES THAT THIS RENTAL AGREEMENT HAS BEEN READ PRIOR TO SIGNING AND THAT THE TERMS ARE AGREED TO.

LANDLORD: One Coming Street Associates, L.P.

TENANT: _____

by: _____ by: _____

by: _____

Witness _____ Witness _____