



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 rental agreement made at Clemson, South Carolina, this Click here to enter text. day of Click here to enter text., Click here to enter text. , between

Click here to enter text.

Tenant(s) (hereinafter called "TENANT") and SLANN PROPERTY MANAGEMENT, LLC (hereinafter called "LANDLORD"), shall provide as follows:

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

- 1. **LANDLORD TENANT ACT:** This 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 Click here to enter text., South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
Click here to enter text.
- 3. **TERMS:** This Rental Agreement shall commence on the Click here to enter text. day of Click here to enter text., Click here to enter text., and end on the Click here to enter text. day of Click here to enter text., Click here to enter text.. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- 4. **RENT:** Tenant agrees to pay Landlord a rent of \$Click here to enter text. per month, payable in advance, on or before the first day of every month during said term for a total rent of \$Click here to enter text.. Based on a 365 day calendar year, the daily rate is \$ Click or tap here to enter text. . The rent is payable to Slann Property Management, LLC.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of 10% of the total rental amount if rent is paid after the 5th day of the month, and an additional fee of \$10.00 per day after the 5th day of the month until rent is paid in full.

- 5. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$ Click here to enter text. , of which \$50.00 is **NON-refundable for administrative fees**, to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this Rental Agreement.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice to 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.



[] Tenant [] Tenant [] Tenant [] Tenant and [] Landlord have read this page.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following: [Click here to enter text.](#) Key(s) for mailboxes, [Click here to enter text.](#) Key(s) to unit (including deadbolt, storage area), [Click here to enter text.](#) Remote(s), the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient 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 INTERST 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. **OCCUPANTS:** Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the rental premises. For purposes of this Rental Agreement the designated occupants are: [Click here to enter text.](#)
In no event shall more than [Click here to enter text.](#) unrelated person(s) be allowed to occupy said premises. If tenant(s) violates the above stated allowed occupancy, tenant(s) are subject to immediate forfeiture of security deposit and shall reimburse Landlord any and all municipal fines, legal fees, damages, and/or eviction costs.
7. **RETURNED CHECKS:** Tenant agrees to pay \$35.00 for each dishonored check 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, may be required to be paid in the form of cashier's checks, certified check or money order.
8. **RENEWAL TERMS:** At the option of the Landlord, Tenants in good standing may be given first rights of renewal beyond their initial lease term. With at least thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the **end of the initial term.**
9. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof, without the written consent of Landlord and joint tenants. Tenant must complete required sublease documents and pay sublease fee. Tenant must have written permission from Landlord for guest(s) to occupy the premises for more than **7 days.**
10. **UTILITIES AND SERVICES:** Tenant agrees to pay for all utilities and services, and is required to establish power, water, and gas (if applicable) **at lease commencement** and maintain said services during the term of this agreement. Tenant may be charged for said services not established at lease commencement. In subfreezing (below 32 degrees) weather, thermostats should be set no lower than 50 degrees. Tenant shall be responsible for any damages 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. In the event of Tenant default on payment of utilities, Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at lease commencement or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-up, connection fees and/or security deposits as required by the utility companies in connection with establishing utilities to premises during the term of the lease.
11. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. In the case of a single-family house, Tenant shall keep the yard mowed, and the landscaping maintained, and shall also keep the yard, driveway, and sidewalks free of leaves and debris. Tenant agrees to comply with the lease, all City ordinances and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises'.

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises and shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of and material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.



Tenant Tenant Tenant Tenant and Landlord have read this page.

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 repair any damages caused by tenancy. 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/or their guest(s). Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to: stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness. No repairs, alterations or changes in or to said premises or of the fixtures or appliances contained therein, shall be made without 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/Deadbolts shall not be changed without written consent of the Landlord.

Tenant is directly responsible for any damage caused by tenant's appliances and/or furniture. Tenant is responsible for replacing burned out light bulbs, **changing HVAC filters**, changing water filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, maintaining smoke detectors, and minor housekeeping repairs. Tenants will be held liable for damages resulting from unreported problems and damage to HVAC systems caused by dirty or missing filters. Tenant may be held liable for any service calls that are unwarranted and/or caused by Tenant misuse or negligence. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and in habitable condition.

- 12. MAINTENANCE OF PREMISES, PEST CONTROL:** 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 shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that 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. 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 if the Tenant has a pet of any kind.

- 13. ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity service; gas service, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat; **except** where the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord: [Click here to enter text.](#) Stove, [Click here to enter text.](#) Refrigerator, [Click here to enter text.](#) Dishwasher, [Click here to enter text.](#) Disposal, [Click here to enter text.](#) Washer, [Click here to enter text.](#) Dryer, [Click here to enter text.](#) Microwave.

- 14. 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, 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.



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15. 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 poses a likelihood of danger to the property that may be considered an emergency; and
- b. Between the hours of 9:00 am and 6:00 pm 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 am and 8:00 pm for the purposes 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 15(a), 15(b), and 15(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times. The Landlord has no other right of access except; pursuant to court order; as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

16. PETS: Tenant shall not keep domestic or other animals on or about the premises 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 lease. If a pet is discovered on the premises without consent and payment of the pet fee, the tenant shall be assessed an additional \$150.00 penalty plus an additional \$10 per day per animal, from the date it is determined by Landlord the animal was brought into the Dwelling until the date the animal is removed.

17. MILITARY CLAUSE: If the Tenant is a member of the Armed Forces of the United States, stationed in the Upstate SC area, and shall receive permanent change of station orders out of the Upstate SC area, Tenant may, upon presentation of a copy of said orders to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent and any miscellaneous charges in arrears, terminate this Rental 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 lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

18. 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 a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

19. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling 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 Rental Agreement, in which case the Rental 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 Rental 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.

20. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong



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exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

21. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental rate or if the Landlord accepts the abandonment as surrender, the Rental Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500.00 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

22. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the Rental Agreement other than nonpayment of rent or a noncompliance with Paragraph 11 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The Rental Agreement shall terminate as provided in the notice except that: if the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within (5) five days from the date due, the Landlord may terminate the Rental Agreement provided that Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the Rental Agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 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 Rental Agreement of Paragraph 11 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 11 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 11 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the Rental Agreement. If the Rental Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of Rental Agreement and reasonable attorney's fees. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.



Tenant Tenant Tenant Tenant and Landlord have read this page.

- 23. REMEDY AFTER TERMINATION:** If the Rental Agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Rental Agreement, reasonable attorney's fees, collection costs, and court costs.
- 24. NOTICE:** A Landlord received notice when it is delivered at the places of business of the Landlord through which the Rental Agreement was made or at any place held out by Landlord as the place of receipt of the communication.
- 25. PROHIBITIVE EQUIPMENT/FURNITURE:** Placement of antennas, satellite dishes, waterbeds and auxiliary heaters (such as kerosene or electric heaters) are prohibited, without written permission from the Landlord.
- 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 concurrently with the Rental Agreement and shall be a part of this Agreement.
- 27. WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties. Fourteen (14) days before rent is due 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.
- 28. PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
- 29. PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
- 30. SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
- 31. RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect upon execution of a new or renewal lease.
- 32. RULES AND REGULATIONS:** If applicable, the common area facilities, such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted or provided by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.
- 33. JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural. _____
- 34. LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, demands unless otherwise stated herein, shall be addressed and sent to:
 Mail: Slann Property Management, LLC, 422 College Avenue, Suite 400, Clemson, SC 29631
 Phone: 864-654-1007 Fax: 864-654-1008
 Email: Shelley@slannproperties.com Online: www.slannproperties.com



Tenant Tenant Tenant Tenant and Landlord have read this page.

- 35. 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 Rental Agreement, nor shall they affect its meaning, construction or affect.
- 36. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten to typewritten modifications were present on the documents in the handwriting of each party.
- 37. 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.
- 38. ENTIRE AGREEMENT:** This lease 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 lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE** with regard to all terms and conditions in this 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 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. FIREPLACE:** If the property contains an interior fireplace or any type of interior wood-burning structure, its use is hereby **strictly prohibited** unless prior written consent is given by Landlord.
- 41. GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a proof of income or a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable with Tenant for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease, or terminate Tenant's possession of the Dwelling, in the event such Guaranty is not fully executed and returned within seven (7) days from the date of execution of this Lease by Tenant, and in any event, before Tenant takes possession of the Leased Premises or Dwelling. Landlord will not, under any circumstances, permit Tenant to take possession of the Leased Premises or Dwelling, when Landlord has determined that one or more Guarantors are required, without first having a valid, fully executed Guaranty Agreement, acceptable to Landlord, in hand. 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 Lease and shall not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. It is understood by Tenant that failure to return the Parental Guaranty document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.**
- 42. CLEANING:** Upon lease termination, dwelling must be professionally cleaned at tenants' expense, and will be facilitated by Landlord. If applicable, carpeted areas must be steam cleaned at tenants' expense by a professional (truck-mount) steam cleaning company after vacating the property, and will be facilitated by Landlord. However, if one or more previous occupants remain in the dwelling with a new lease, Landlord will not facilitate cleaning (or carpet cleaning) of the dwelling.



Tenant Tenant Tenant Tenant and Landlord have read this page.

43. ADDITIONAL TERMS: Please sign and initial any applicable lease addendum(s).

[Click here to enter text.](#)

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS AND PHONE 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.

Tenant Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Tenant Printed Name

Tenant Signature

Landlord: Slann Property Management, LLC



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ACKNOWLEDGEMENT OF NON-COMPLIANT WINDOWS IN SLEEPING AREAS:

Property owner/manager: Slann Property Management, LLC

Property Address: _____

The rental property at the address cited above has been inspected by the City of Clemson. During that inspection, one or more sleeping areas were identified as having windows that do not meet current egress standards (see below) and are therefore non-compliant. The window egress standards adopted by the City of Clemson are the same as those of the current edition of the International Fire Code, the International Residential Code, and the International Building Code.

As a tenant, my signature verifies that the owner (or qualified agent) of this rental property has specifically identified to me all non-compliant windows located in sleeping areas. I acknowledge that sleeping in rooms with substandard windows presents a safety risk.

Tenant Printed Name

Signature Date

Tenant Printed Name

Signature Date

Tenant Printed Name

Signature Date

Tenant Printed Name

Signature Date

Chapter 13- Article III. Rental Housing Regulations – Sec 13-75. Standards for Residential Rental Unit

Doors and Windows – Individual dwelling units must have access directly to the outside or to a common corridor. All exterior windows must be free of functional defects, capable of opening and closing, and have working locks. All windows in a room used for sleeping will be measured per Section R310 of the 2012 International Residential Code. Basement rooms used for sleeping must have one window with a clear net opening of five (5) square feet or for the basement floor to have a door with direct access to the outside. Basement is defined as a floor level of a structure completely or partially below ground.

If a rental property is found to have one or more sleeping rooms with windows that do not meet code, property owners will be required to have all tenants of that property sign a disclaimer acknowledging the rental property has non-compliant windows. This disclaimer shall be shown to the inspector at the time of the annual inspection or otherwise submitted to the rental housing inspector prior to a rental permit being issued. It is the responsibility of the property owner to obtain and keep these records current and on file. Failure to maintain documentation that all current tenants have signed the disclaimer will result in the property owner receiving a warning for the first incident. Future incidents will result in a fine of \$100 and count as an offense per Section 13-61 of this ordinance.