

# Residential Rental Agreement



State of South Carolina

County of \_\_\_\_\_

This rental agreement made at \_\_\_\_\_, South Carolina, on \_\_\_\_\_, between

Tenants (s) (hereinafter called "TENANT"), and **Scott Properties of the Midlands & Charleston, LLC**, Agent for owner (hereinafter called "LANDLORD") shall provide as follows:

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

**3. TERMS:** This Rental Agreement shall commence on the day of \_\_\_\_\_ and shall continue in effect for a period of three (3) years, ending on \_\_\_\_\_. The lease term shall be subdivided into three (3) individual periods. The first, second, and third year periods shall be of one-year duration, beginning on the date immediately following the date that the prior period expires. In short, this agreement will auto-renew every twelve (12) month period unless we receive from the tenants a notice to vacate the premises sixty (60) days prior to the end of one of these 12-month periods. See renewal terms (Item 9). 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. State of South Carolina, which parcel of land with improvements will constitute the premises.

**4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)

**5. RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application 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 residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting there from.

**6. RENT:** Tenant agrees to pay Landlord a rent of \_\_\_\_\_ per month, payable in advance, on or before the first day of every month during said term for a total rent of \_\_\_\_\_. The rent is payable to: **Scott Properties of the Midlands & Charleston, LLC** or as Tenant may be advised from time to time in writing.

**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 **\$50.00** if rent is paid after the **5<sup>th</sup>** day of the month, and an additional fee of **\$100.00** after the **10<sup>th</sup>** day of the month. Tenant also agrees to pay \$1.00 for all rent payments made with a personal check, cashier's check or money order. **NO International Money Orders or Cash will be accepted.** Payments made through the Scott Properties on-line portal will be at **NO CHARGE.**

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \_\_\_\_\_ per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

**7. OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. **Unauthorized and / or unapproved occupants will result in a 30-day notice to vacate.** For purposes of this rental agreement the designated occupants are:

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In no event shall more than \_\_\_\_\_ persons be allowed to occupy said premises.

**8. RETURNED PAYMENTS:** Tenant agrees to pay **\$35.00 for each returned payment** to include dishonored check, returned portal payments, etc. 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 or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

**9. RENEWAL TERMS:** With sixty (60) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of any of the three twelve (12) month periods as defined in Item 3, but if the required sixty (60) notice is not given, then the agreement will auto-renew for another 12-month period. **The tenant will also be subject to a monthly increase of 5% for each of the twelve (12) month auto-renewal periods as defined in ITEM 3.** This increase is required to cover yearly increases in property taxes, property insurance, Tenant Amenity Package, etc. Although a month to month lease is NOT an option, an extension may be granted upon approval, not to exceed 60 days for an additional \$100 per month.

**10. SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof, under any circumstances. This includes, but is not limited to, utilizing any space within the rental home as Airbnb. Tenant must have written permission from Landlord for family members, or any other overnight guests, who stay in excess of 14 calendar days per year.

**11. UTILITIES AND PROPERTY OWNER PROVIDED SERVICES:** **Tenant agrees to pay for utilities and services except:**

which will be paid by Landlord. 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 authority's/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-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

Per the management agreement, signed by the property owner, the following services will be the responsibility of the property owner and NOT Scott Properties. The services provided by the property owner will be:

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**12. TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease 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. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease 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, repair any and all damages caused by tenancy and replace any burned out light bulbs, while reporting any initial problem within seven (7) days of occupancy. Tenant agrees to report to Landlord any malfunction of or damage 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 guests. 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 of Tenant. **No repairs, PAINTING or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after 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 the expressed permission of the Landlord. Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters a minimum of once every three months, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by damaged, dirty, or missing filters and damages resulting from unreported problems.

The tenant is also responsible for all yard maintenance to include cutting, edging, trimming, etc. Watering the yard to ensure that grass doesn't die is also a tenant responsibility. NO SMOKING IS ALLOWED INSIDE THE HOME OR GARAGE. Damage caused by any of the above will result in further action up to and including monetary penalties.

Any tenant obligation violations could result in a 30-day notice to vacate the property. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition.

**13. MAINTENANCE OF PREMISES, PEST/ANIMAL/RODENT CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the 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/animal/rodent control issues within seven (7) days of possession. Tenant's failure to identify any pest/animal/rodent control issues with said seven (7) days shall constitute Tenant's agreement that premises have no pest infestations or animal/rodent control issues of any kind. Animals include, but are not limited to: Possums, Squirrels, Dogs, Cats, Snakes, Foxes, Birds, and other Rodents. Tenant is responsible for reporting any suspected or known termite infestations but is not responsible for termite control. Any future pest infestations or animal/rodent control issues of any kind, less termites, shall be the responsibility of Tenant not the Landlord.

**14. ESSENTIAL SERVICES AND APPLIANCES:** If a washer and / or dryer is included with the rental property, the unit will not be repaired or replaced if the unit stops operating or working properly. The property owner nor the landlord will incur any expense associated with these two appliances. All nonworking appliances to include washer and dryer must be reported to Scott Properties. 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 rental agreement as being deemed to be supplied by the Landlord:



**15. RENTERS INSURANCE:** Renters Insurance is not optional. Renters Insurance is a requirement when renting a home from Scott Properties. Tenants are responsible for providing Scott Properties with verification of a valid / current insurance policy prior to your move-in date. The attached addendum will explain how Scott Properties can assist you with setting up your individual Renters Insurance Policy to suit your needs. Tenant shall be responsible for insuring his/her own possessions against fire and other 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 of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

**16. 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 to show the property to prospective tenants or purchasers, mortgagees, 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 8:30 AM and 6:30 PM for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, property inspections, property showings 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 16(a), 16(b), and 16(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.

**17. MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the \_\_\_\_\_ area, and shall receive permanent change of station orders out of the \_\_\_\_\_ area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with a thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, in any miscellaneous charges in the rears, terminate this rental agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

**18. DEFINITION OF "SIXTY (60) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a sixty (60) day notice requirement will be deemed given, and the sixty (60) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a sixty (60) 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 sixty (60) 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 unit is substantially impaired, the Tenant may 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 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. If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.

**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 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 or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When 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 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

**22. ADMINISTRATION FEE AND SECURITY DEPOSIT:** Tenant agrees to pay a one time non-refundable administration fee of \_\_\_\_\_ to be paid prior to the lease start date. The administration fee aids in covering the cost associated with all of the internal processes surrounding the tenant's move in.

Tenant further 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 rental agreement.

[\_\_\_\_] TENANT [\_\_\_\_] TENANT [\_\_\_\_] PM

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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 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 forwarding or new address and fails to return any keys, fobs, pool passes, remotes, etc. listed on the Move In Evaluation Acknowledgement Form signed by the Tenant at move in, 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.

**23. BUY OUT CLAUSE:** In the event the Tenant cannot fulfill the Lease term obligations, the Landlord will release the Tenant provided that the Tenant satisfies all of the following conditions:

- a) Provide sixty (60) day written notice of intention to vacate or terminate lease
- b) Pay rent and utilities through the notice period
- c) Pay a break lease fee equal to three month's rent

**24. 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.

**25. NOTICE:** A Landlord receives notice when it is delivered at the place 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.

**26. PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, trampolines, or auxiliary heaters without written permission from Landlord.

**27. 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 this Rental Agreement and shall be a part of this Agreement.

**28. PET AUTHORIZATION & FEE:** Pets will be authorized and approved prior to move in, with **WRITTEN CONSENT** by the Landlord. The Landlord will require the tenant to pay a **non-refundable fee of \$350.00 per pet**. The pet must meet the requirement of weighing LESS than 25 pounds when fully grown. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal. **If notification or discovery of an unauthorized pet is reported or found on the premises, this finding and lease violation will result in an immediate 30-day notice to vacate the property.**

**29. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If the Tenant is found in noncompliance with the Residential Rental Agreement, other than nonpayment of rent, 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 five days from the date due, the Landlord may terminate the rental agreement provided the 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 5.

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 or Paragraph 12 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 12 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 the 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 Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 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 the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned over to a collection agency.**

**30. 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 for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

**31. PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peacefully and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

**32. 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.

**33. 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.

**34. RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the tenant is subject to a 5% increase as expressed in #9 Renewal Terms of the Residential Rental Agreement.

**35. TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.**

**36. RULES AND REGULATIONS:** This property can ONLY be used for residential use. Commercial / business use of the premises will result in a 30 day notice to vacate. The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted to include the Homeowner's Association (HOA) by-laws. Any fines incurred for noncompliance of Homeowner's Association (HOA) by-laws, shall be the sole responsibility of the tenant.

**37. 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.

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

herein, shall be addressed and sent to:  
**Scott Properties of the Midlands, LLC**  
PO Box 2125  
Lexington, SC 29071

**Scott Properties of Charleston, LLC**  
PO Box 2047  
Mt. Pleasant, SC 29465

**39. 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 or typewritten modifications were present on the documents in the handwriting of each

40. The lessee (tenant) is responsible for all attorney fees in the event that the lessee defaults under the terms of the rental agreement / lease.

# Addendum to Lease – Tenant Amenity Package

## Tenant Amenity Package is defined as follows:

1. **Utility and Maintenance Reduction Program (HVAC Filters):** HVAC filter(s) will be delivered to your front door step every 90 days under the Second Nature Utility and Maintenance Reduction Program. Tenant shall properly install the filter(s) that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filter(s) will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been made timely. Non-compliance could result in a 30 day notice to vacate. Tenant's failure to properly and timely replace the filter(s) is a breach of this agreement and Manager shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse.
2. **Utility Concierge Service:** Citizen Home Solutions is a third party service coordinator that will start your utility services including water, electricity, gas and internet/cable/satellite service on your behalf. They will call you soon after you sign your lease. It is your responsibility to ensure all utilities are in your name at the start of the Lease. If you do not hear from Citizen Home Solutions in a time that suits you, feel free to call them to set up an appointment at 1-877-528-3824.
3. **Renters Insurance Policy:** Renters Insurance is not optional and all tenants who rent a property with Scott Properties must have a valid / current renters insurance policy. If you already have a Renters Insurance Policy in place, you will need to provide Scott Properties with proof of coverage prior to your move in date. If you don't have a current renters insurance policy, the execution of the Renters Insurance Policy will be handled by First Carolina Insurance Company. Upon execution of this addendum, a representative from First Carolina Insurance Company will contact you to set up your Renters Insurance Policy. The binding of all Renters Insurance policies will be done on the 1<sup>st</sup> day of each month. For information on First Carolina Insurance Company visit their website at <https://www.firstcarolinainsurance.com/>.
4. **24 Hour Call Center / Online Maintenance Request:** You can call to speak with a representative or submit a maintenance request online through your portal 24 / 7. In the Midlands you can call us at (803) 951-0702, Ext 3 and in the Charleston area you can call us at (843) 972-9008, Ext 3.
5. **Multiple Payment Options:** Pay online through your portal on the Scott Properties website for FREE with a bank account. You can also pay your rent at select Walmart locations and no processing fees will be charged.
6. **Tenant Portal (Free online Rent Payments & MORE):** Access all your leasing documents, account balances, account ledger, payment history, submit rent payment and more 24 / 7. **NOTE:** There will be a \$1.00 processing fee charged to you for all checks, cashier's checks and money orders.
7. **Equifax, TransUnion & Experian Rent Bureau Reporting:** Help build your credit through automated reporting on time rent payments.
8. **One Time Waiver of Late Fee:** Life can get hectic sometimes and a small oversight financially can cause big problems. We understand things happen so we will waive one NSF for the entire tenancy not including the move in funds.
9. **Virtual Move In** – This self move-in process will prevent us from getting in your way at move-in time. When you arrive at the property on your move-in day you can move-in immediately without having to wait for us to complete the move-in evaluation. Tenants have found this process to be convenient and efficient.

**Value of Tenant Amenity Package - \$30.00**

**ADDENDUM** The parties have executed the Tenant Amenity Package Addendum and all parties understand the benefits, services, and corresponding cost of the services being offered in the package. The cost of the Tenant Amenity Package will be \$30.00 per month for Scott Properties to secure and pay all services provided in the Tenant Amenity Package on the tenant's behalf. All services offered in the Tenant Amenity Package can be found on the attached addendum.

**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.

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

Scott Properties of the Midlands & Charleston, LLC  
Scott W. Wallace  
Owner & PMIC