



RESIDENTIAL RENTAL AGREEMENT

State of South Carolina, County of Horry

This rental agreement made this _____, 200__, between _____ Tenant(s) (hereinafter called "TENANT", and _____ Landlord (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 Horry, 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 _____, 200__ and end on the _____, 200__ Rental month to begin on the First day of the month and end on the last day of the month. 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.
4. COVENANTS AND RESTRICTION: The Tenant acknowledges receipt of the covenants and restrictions and agrees to abide by all rules and regulations.
5. RENT: Tenant agrees to pay Landlord a rent of \$_____ per month, payable in advance, on or before the First (1st) day of every month during said term for a total rent of \$_____. The rent is payable to: _____. If rent is unpaid when due and the Tenant fails to pay rent within five days of due date, Landlord 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.

Landlord expects to RECEIVE the rent BEFORE the late date. Tenant further agrees to a pay a late fee of \$___ per day if rent is paid after the fifth (5th) day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the First (1st) 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 (1st) day of the final month of the Rental Agreement upon termination.

- 6. 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. For purposes of this rental agreement the designated occupants are:

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

- 7. RETURNED CHECKS: Tenant agrees to pay \$_____ for each dishonored check for bookkeeping costs and handling charges" All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order.
8. RENEWAL TERMS: Either party may terminate this agreement at the end of the initial term by giving the other party 30 days written notice prior to the end of the term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement: Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.
9. SUBLEASE: Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord.

10. **UTILITIES AND SERVICES:** Tenant covenants that Tenant will pay for _____.
 In the event Tenants default therein, Landlord may pay the cost of these services 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.
11. **TENANT OBLIGATIONS:** Tenant shall (1) comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the dwelling unit and that part of the premises that Tenant uses reasonably safe, clean and sanitary.; (3) dispose from dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the dwelling unit used by the Tenant in proper working order; (5) use in a reasonable manner all electrical, plumbing; sanitary, heating, ventilating, air-conditioning (including replacement of air filters), and other facilities and appliances including elevators in the premises; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself/herself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises; (8) comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises; (9) not conduct any illegal activities in or on the premises; and (10) covenant and agree to comply with the provisions of South Carolina Code Section 5-25-1310, et seq., (as amended) regarding smoke detectors as defined in the said statute.
12. **MAINTENANCE OF PREMISES:** (a) "Original Conditions": the Leased Premises and the fixtures contained therein, shall be deemed to be clean and acceptable, and in good repair and operable, unless otherwise reported in writing to Landlord within 48 hours of the commencement of the term hereof. (b) "Repairs": Tenant shall keep said premises, and the appliances and fixtures contained therein, in as good repair as the same are in at the commencement of this rental agreement, ordinary wear resulting from careful usage excepted. The cost of service to any appliance or fixture, or of repairing any damage resulting from Tenant's misuse or abuse of any fixture, appliance or portion of the premises, shall be paid by Tenant as additional rental upon demand by Landlord. (c) "Repairs and Alterations": No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, 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.** 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. (d) "Notification": Tenant shall notify, pursuant to notification procedure herein, Landlord of any item becoming out of repair, any roof leaks, and spigot, pipe, or commode leakage. If "move-out" inspection reveals any damages beyond normal wear and tear, then deductions for any repairs will be made from Tenant's security deposit.
13. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: () stove, () refrigerator, () dishwasher, () disposal., () washer, () dryer, () microwave, () trash compactor, () other: _____
14. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Tenant shall obtain a Tenants' insurance policy (renters insurance) to cover damage to or loss of their own possessions, as well a losses resulting from their negligence. Tenant agrees to show Landlord evidence of such a policy within one month from the date of this Agreement. 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.
15. **VEHICLES:** Tenant agrees to keep no more than _____ vehicles at the premises. These vehicles must be both operable and currently registered. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day. Tenant is responsible for damages to the premises caused by Tenants vehicles or those of invitees or guests.
16. **SMOKE DETECTORS:** Tenant acknowledges that the dwelling is equipped with smoke detectors. Tenant agrees to test the smoke detectors on a regular basis (once per month), and to report any problem with them immediately to Landlord in writing. Tenant agrees to replace the battery for the smoke detectors as necessary with a new alkaline battery.

17. **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:

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; and

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 Landlord announces intent to enter to perform services; and

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 in cases of emergency above, 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 Sections 34 and 35 of Article IV of 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.

18. **TERMINATION BY TENANT:** The Tenant may terminate the rental agreement only when the Landlord is in material noncompliance with the Rental Agreement or in noncompliance with health and safety standards and the Tenant has complied with all notice requirements including written notice of the intention to terminate, specifying the breach and stating that the lease will be terminated if the breach is not corrected within fourteen (14) days.
19. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the Myrtle Beach Area, and shall receive permanent change of station orders out of the Myrtle Beach area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date such written notice, and any miscellaneous charges in arrears, 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
20. **BANKRUPTCY:** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver or Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within 30 days, the term shall end as of the date stated on the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.
21. **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.
22. **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.

23. **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 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.

24. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this 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 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 the following: (___) mail box keys, (___) keys to unit. (including deadbolt, storage area), (___) other ___None_ 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.

25. **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 12 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 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 13 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 13 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by 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 13 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the 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 in to the credit bureau.**

26. **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.

27. **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.

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

29. **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.

30. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes payment of a non-refundable pet fee of \$_____ and an additional Pet Security Deposit of \$_____.

31. **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.

32. **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. In order to comply with Title VI, Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L 109-162) the following provision applies.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

33. **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.

34. **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.

35. **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 provided only that written notice of such alteration is delivered at least sixty (60) days prior to the effective date of alteration.

36. **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.

37. **RULES AND REGULATIONS:** 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 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.

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

Mail: _____

39. **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.

40. **ADDITIONAL TERMS:** _____

41. **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.

42. **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.

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

_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Landlord	Date

