

Patton Properties, Inc.
Real Estate Management

<i>Mailing Address:</i>	<i>Street Address:</i>
P. O. Box 50542	2627 Millwood Avenue, Suite #B-1
Columbia, SC 29250	Columbia, SC 29205
(803) 256-2184 (call)	Email: frontdesk@scpattonproperties.com
(603) 782-9795 (text)	Website: www.scpattonproperties.com

State of South Carolina)

County of Richland)

DATES AND PARTIES. This Agreement of Lease, made and entered into this _____ by and between Patton Properties, Inc., whose address is 2627 Millwood Avenue #B-1, City of Columbia, County of Richland, South Carolina 29205, as owner or agent authorized to act as agent for the owner ("Landlord") and, _____ hereinafter refer to as "Tenant."

WITNESSETH:

1. DESCRIPTION OF PREMISES; TERM.

Landlord, in consideration of the rent by the Tenant and of the covenants, agreements and conditions hereinafter contained herein, to be kept, performed by the Tenant, does hereby let and lease unto said Tenant the premises known as _____ (the "premises"), to be used and occupied by the Tenant as a residence, and for no other purposes, for the term of _____ beginning _____ and ending _____. If either Landlord or Tenant does not wish to renew this lease, the party not wishing to renew shall notify the other party in writing not less than 30 days before the expiration of this lease of such intention not to renew; otherwise this lease shall be automatically renewed from month-to-month thereafter and either party must give 30 days' written notice to terminate. The Tenant's notice to be accompanied with the rent payment in full. If Landlord is unable to deliver possession of the premises at the commencement hereof, Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Agreement upon at least five day's written notice to the landlord and upon termination the landlord shall return any prepaid rent or security deposit.

2. RENT.

Tenant, in consideration of the use of the demised premises and of the covenants and agreement made herein by the Landlord, leases said premises and does hereby promise to pay Landlord, as a rental, the total sum of: _____ payable in monthly installments of \$ _____ and paid with: CERTIFIED CHECK, MONEY ORDER, or PERSONAL CHECK. Rent shall be due and payable the first of each and every month, in advance, at the office of the Landlord as set forth herein.

- a. Late Rent: **IF YOU DO NOT PAY YOUR RENT ON TIME** this is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit. S.C. Code of Laws § 27-40-710 (1976 as amended).

RENT PAYMENTS SHALL BE PAID IN FULL AND ANY PARTIAL PAYMENTS SHALL NOT BE ACCEPTED. IF RENT IS NOT PAID BY THE CLOSE OF BUSINESS (5:00 PM) ON THE 5TH OF EACH AND EVERY MONTH, THIS WILL STAND AS A DEMAND FOR



RENT IN ACCORDANCE WITH SOUTH CAROLINA LAW. FAILURE TO PAY RENT IN FULL WILL RESULT IN TERMINATION OF THIS AGREEMENT 5 DAYS FROM THE DATE WHEN DUE. IF YOU MAIL PAYMENTS, THEY MUST ARRIVE IN OUR OFFICE BY THE 5TH OF THE MONTH. PAYMENTS RECEIVED AFTER THE 5TH WHICH ARE NOT FOR THE TOTAL AMOUNT, INCLUDING LATE FEES AND LEGAL COSTS, WILL BE RETURNED TO YOU.

LATE CHARGE. If the rent is not paid by the 5th of each and every month, Tenant agrees to pay Landlord a late charge of \$_____.

COURT COSTS AND ADMINISTRATIVE FEES. If rents are unpaid after the 6th of the month, legal action against you will begin in Magistrate's court, and a fee of **\$150.00** is charged to you in addition to the late fee and is payable along with the rent and any other charges. **PERSONAL CHECKS ARE NOT ACCEPTED.**

CHECKS. Personal checks are accepted ONLY from the Tenant(s) on the lease, written on their checking account. All other checks will be returned and can result in the rent being late and additional cost to the Tenant. Check writing privileges are lost if a check is returned to us from the bank. **CHECKS should bear the current address of the Tenant.**

TERMINATION CHARGE. If tenant terminates this Agreement with the consent of the Landlord as permitted hereunder, Tenant agrees to pay Landlord a cancellation fee of \$_____.

3. SECURITY DEPOSIT.

Tenant shall pay the Landlord upon execution of this Agreement the sum of \$_____ as a security deposit. Such deposit is calculated as one time the periodic rate. This security deposit shall be refunded to the Tenant within thirty (30) business days after the premises has been vacated, if upon inspection, the premises are found to be in as good condition as at the beginning of the lease, normal wear and tear expected, and provided the covenants, agreements, and conditions of the Tenant hereunder have been complied with entirely.

4. SECURITY DEPOSIT FOR PETS AND LIABILITY.

Tenant shall pay the Landlord upon execution of this Agreement the sum of \$_____ as a security deposit for a pet/pets. Such deposit is calculated as \$200.00 for each pet allowed on premises as shown on Tenant's application. This security deposit shall be refunded to the Tenant within thirty (30) business days after the premises has been vacated, if upon inspection, the premises are found to be in as good condition as at the beginning of the lease. Tenant shall be entirely responsible for a pet, clean up after a pet, fill in any holes, and repair or replace any damage by pet. Tenant shall be solely responsible for the actions of any pets on said premises and any injuries that stem from said pet(s) and shall hold Landlord, its successors, assigns, and agents harmless and shall Tenant specifically agrees to indemnify Landlord in the event legal action is commenced against Landlord.

5. CONDITIONS OF PREMISES. Landlord shall provide the premises to Tenant in the condition as required by the South Carolina Residential Landlord and Tenant Act:

Notwithstanding the above, Tenant accepts the premises in their present condition with the following exceptions:

APPLIANCES. Tenant acknowledges the following appliances furnished by the Landlord, which are part of the premises:

6. **TENANT OBLIGATIONS.**

The Tenant shall: (1) Use the premises as a residence only and not conduct or permit any illegal activities therein and comply with obligations imposed by building and housing codes affecting health and safety; (2) Keep the premises and grounds reasonably safe and clean, including vacuuming and/or CLEANING the carpet on a regular basis; (3) Dispose of ashes, garbage, rubbish and other waste in a clean and safe manner; (4) Keep all plumbing fixtures clean; (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating (TO INCLUDE CHANGING FILTERS ON A REGULAR BASIS – this will help prevent higher utility bills), ventilation and other facilities and appliances, including elevators in the premises; (6) Not destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so; (7) Conduct himself and require other persons on the premises with his permission or allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other Tenant's peaceful enjoyment of the premises; (8) Comply with Agreement and the Rules and Regulations of the Landlord, which Rules and Regulations the Tenant hereby acknowledges having received; (9) Make no alterations or additions to the premises without the written consent of the Landlord; (10) To be responsible for the acts of their children, any visitors, pets and those permitted access to the premises by the Tenant; (11) Maintain, at Tenant's expense, windows, interior or exterior walls, appliances, equipment, electrical or plumbing fixtures (including keeping the sinks, lavatories, and commodes open) screen, doors, and other furnishings, maintain the lawns and shrubbery, clean gutters, keep outside grounds free from unsightly debris; (12) REPLACE OR RECHARGE SMOKE ALARM BATTERIES AS NEEDED AND KEEP SMOKE DETECTORS IN WORKING ORDER; (13) Pay for any service calls made necessary by the destruction or misuse of the appliances, heating system (including inadequate supply of fuel), electrical or plumbing; (14) Maintain a minimum temperature of 50 degrees during the winter and a maximum temperature of 85 during the summer, and change filters as they exist; (15) Ensure all utilities are in the name of the Tenant and pay for all utilities used while occupying the premises, with the following exceptions:

_____ and maintain proper utilities; utilities should be on and in operation; failure to maintain proper utilities will stand as violation of this lease; (16) Promptly report to Landlord **IN WRITING** any repairs which need to be made to the premises. Tenant will report any malfunction within 5 days of occupancy and 2 days of occurrence. Tenant is responsible for acts of vandals or burglars until keys to the premises have been returned to Landlord. No tenant incurred expenses shall be deducted from the rent due hereunder under any circumstances whatsoever unless provided by the laws of the State of South Carolina. Indiscriminate hanging of pictures, decorative plates, pennants, plaques, stock or posters and emblems or other items of a similar nature shall be treated as damages and cost of repair shall be deducted from the **Security Deposit**. No pets shall be permitted without the prior written consent of the Landlord.

No tenant, occupant, child or guest shall smoke within the premises at any time. Any damages caused by smoking will be charged to the Tenant.

7. **ENTRY.**

Tenant agrees that Landlord and his agents may enter the premises at reasonable hours (between the hours of 8AM and 6PM) for the purpose of making inspections, repairs, and for periodic services; between 8AM and 8PM to provide services requested by Tenant; at any time in case of fire, storm, or need for emergency repairs; during daylight hours to prospective purchasers; and to prospective tenants during the Tenants' last 30 days of occupancy.

Landlord shall provide Tenant with at least 24 Hours' notice of his intent to enter said premises. AT NO TIME, shall Tenant change the locks on the premises and/or dwelling without the prior written consent of Landlord.

8. **ASSIGNMENT OR SUBLETTING.**

Tenant WILL NOT allow anyone to share premises, keep roomers or boarders, nor assign, sublet or transfer the premises or any part thereof without prior written consent of the Landlord.

9. **CONDEMNATION.** If the whole or any part of the premises shall be taken by a competent authority or for any public or quasi-public use or purpose, the term of this Agreement shall cease and terminate from the date when possession of the part so taken shall be required to be given. All damages awarded for such taking shall belong to and be the sole property of the Landlord.

10. **EVICION.**

In the event the premises are condemned by a government agency (such as the health department) or the Tenant is evicted due to the Landlord's negligence, then this Agreement will terminate from the date of said eviction. Upon the failure of the Tenant to pay rent when due or if the Tenant



shall breach any other agreement made herein, or if the premises are abandoned, deserted, or vacated by the Tenant in the reasonable opinion of the Landlord, then at the option of the Landlord or his agents, this lease shall immediately terminate, without notice or demand to the Tenant, and the Landlord may re-enter and repossess the said premises and remove and put out the Tenant, each and every occupant. In the event of re-entry by the Landlord, it is herein provided that Tenant shall be liable for all damages to the property and for all cost of eviction, and all amounts due herein under, including reasonable attorney's fees.

11. FIRE AND CASUALTY AND RENTERS INSURANCE.

Tenant shall notify Landlord in the event of fire or any other casualty. If the premises are partially destroyed and the premises is still habitable, Landlord shall repair with all reasonable diligence and without interruption of tenancy. If the premises are uninhabitable, the Agreement shall terminate, and rent shall cease to accrue as of the date of destruction.

Tenant acknowledges and agrees that Landlord will not be liable for any damage, injury or casualty of Tenant's personal property, possessions, and affects. Landlord does not provide any type of renters' insurance to Tenant whatsoever. Tenant acknowledges the right to obtain their own independent renters' insurance policy in which tenant shall be solely responsible for.

12. LANDLORD'S OBLIGATIONS.

Landlord shall: (1) Comply with the requirements of the South Carolina Residential Landlord and Tenant Act of 1986, as amended, and applicable codes;

(2) Maintain appliances, except: _____;

(3) Provide Tenant peaceful and quiet enjoyment of the premises during his lawful occupancy, provided Tenant complies with the terms and conditions of the Agreement.

13. LEAD-BASED PAINT DISCLOSURE.

Tenant hereby acknowledges receipt of the Lead-Based Paint Disclosure Addendum, and the "Protect Your Family from Lead in Your Home" pamphlet.

14. CANCELLATION OF LEASE.

This Agreement shall be terminated prior to the expiration date upon Tenant's payment of (1) rent payments until the premises are occupied by a new tenant; and (2) all reasonable expenses involved in securing another tenant (including, but not limited to: advertising, costs of showing premises to, and credit reports of prospective tenants); and (3) must be in compliance with Paragraphs 6 and 14. Patton Properties, Inc. hereby agrees to honor a Military transfer ONLY if it is a permanent change of station assignment of a greater distance than Fifty (50) miles from the current station and Tenant gives a Thirty (30) day written notice of such along with a copy of the transfer orders and last month's rent. Offers of on-post housing DO NOT qualify.

15. VACATING PREMISES.

Upon vacating the premises, the Tenant shall pay all rent due in full. The burden of proof of such payment shall be upon the Tenant. Tenant shall remove all personal belongings and possessions, sweep out and remove all trash and other debris from premises and leave premises in a clean and sanitary state, lock and fasten all doors and windows, return all keys to Landlord's office during regular business hours, _____ key(s) issued to Tenant, and supply Landlord a forwarding address. Tenant is responsible for rental payments until all keys are returned to Landlord's office.

16. NOTICES AND SERVICE OF PROCESS.

Any notice given hereunder shall be deemed duly given to (1) Tenant at the premises delivered by hand or certified mail addressed to the premises or such other address as Tenant has notified the Landlord in writing; (2) Landlord if in writing given at his place of business during normal business hours or at such place as Landlord has held out as the place for receipt of notice. The Landlord's agent for service of process is: **Patton Properties, Inc., 2627 Millwood Avenue #B-1, Columbia, SC 29205 and/or Patton Properties, Inc., P.O. Box 50542, Columbia, SC 29250.**

17. TENANT'S BREACH.

If this Agreement is breached by the Tenant, the Landlord has right to possession and for rent and a separate claim for actual damages for the Tenant's breach, plus reasonable attorney's fees, or the sum of _____ as liquidated damages, whichever is greater. Except for non-payment of rent or other breach when notice is required to be given under law. Landlord may deliver a written notice to Tenant terminating this Agreement under law. Landlord shall be entitled to recover reasonable attorney's fees from tenant, which Landlord incurs for engaging counsel for any reason related to this lease, the tenant or the tenancy, even if not related to an eviction action.

18. NON-LIABILITY OF LANDLORD.

Tenant agrees that Landlord, his successors, assigns, or agents shall not be liable for any damages or injury to the Tenant, Tenant's agents or employees, invitees, or persons to whom the Tenant has given access to the premises or building of which the premises is a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the premises are a part, and, further to indemnify and save Landlord harmless from all claims of every kind and nature, save those arising from the Landlord's obligations under law.

19. BINDING EFFECT; TIME.

This Agreement shall be binding on the parties, their heirs, representatives and assigns. Time is of the essence with this Agreement.

20. NO IMPLIED WAIVER.

The failure of Landlord to insist at any time upon the strict performance of any covenant or provision contained herein shall not be construed as a waiver or a relinquishment thereof for the future.

21. PARTIAL INVALIDITY.

Any specific covenant or provision of this agreement which shall be deemed invalid, void or illegal, shall in no way affect, impair or invalidate any other covenant or provision in this agreement.

22. JOINT AND SEVERAL.

If there are more than one (1) Tenant(s) subject to this agreement, all obligations, covenants and provisions contained herein shall be imposed on each and every Tenant(s) jointly and severally.

23. GOVERNING LAW.

This agreement shall be subject to and construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement, on the day and year set forth above.

Tenant / Date

Tenant / Date

Tenant / Date

Landlord / Date

THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

SAMPLE