



CHARLESTON RENTAL PROPERTIES LLC NOTICE OF CERTIFIED FUNDS

2/26/2020

Property Address:

Dear 1 - Blank Tenant,

Congratulations on securing the lease for the property of: _____ Please see the attached lease agreement for review.

The Lease needs to be initialed, signed and dated by each tenant over the age of 18.

Proof of Renter's Insurance, per Section 15 of Lease, needs to be provided within **seven** days of key acceptance . You can insure the contents for any amount you deem necessary, however, the **minimum liability** coverage needs to be for **\$300,000**. If this is not provided within **seven** days to Charleston Rental Properties, you will be charged a \$150 Fee.

Additionally, you will be provided with Charleston Rental Properties "Move-in/Move-out Inspection Report" when you pick up keys, this form needs to be returned within **seven** days of . If this is not signed and returned, you will be charged a \$150 Fee.

Please ensure and provide Proof, all utilities are **TRANSFERRED INTO YOUR NAME ON OR BEFORE** you take possession of the property. Keys **WILL** be held if this is not provided.

The following **Certified Funds** are required to Secure the property: **LEASE MUST BE SIGNED WITHIN 48 BUSINESS HOURS OF RECEIVING THE LEASE, SUBSEQUENTLY FUNDS MUST BE RECEIVED WITHIN 48 BUSINESS HOURS AFTER SIGNING THE LEASE TO SECURE PROPERTY.**

Cleaning Fee:	
Carpet Fee:	\$0.00
Admin. Fee:	\$85.00
Pet Fee (s):	\$0.00
Pro-Rated Rent:	\$0.00
Security Deposit:	_____
TOTAL DUE:	

As always, feel free to contact our office with any questions or concerns!

Thank you,
Ryan Gunn
Leasing Specialist

Please Read Carefully

By initialing and signing the proceeding document, you are entering into a binding contract. Please take the time to read and understand the terms of this agreement and watch the "Video of Lease" under the "Resident Info/Forms" section of the website at Charlestonrentalproperties.com. You are leasing this rental property in "as-is" condition unless otherwise agreed upon in writing in the terms of the following lease document. You may NOT break this lease for any reason other than prescribed by the following document. Should you have any questions concerning the property, please make sure that they are addressed BEFORE signing the following lease agreement.

I, the undersigned, have read this document and watched the video of lease and understand the implications of signing the proceeding lease agreement for the property located at _.

Tenant Name _____ Date _____

Tenant Name _____ Date _____



**CRP REAL ESTATE, LLC
CHARLESTON RENTAL PROPERTIES
RESIDENTIAL RENTAL AGREEMENT**

State of South Carolina County of CHARLESTON

This rental agreement made at CRP Real Estate, LLC Office, on 2/26/2020 between 1 - Blank Tenant ("TENANT"), and CRP Real Estate, LLC dba Charleston Rental Properties (called "LANDLORD"), shall provide as follows:

1. LANDLORD TENANT ACT: THIS LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. 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 CHARLESTON, DORCHESTER, or BERKELEY, 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 "**Lease start date**" and end on "**Lease end date**". 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. **** SEE ADDITIONAL TERMS - Please refer to the Move-Out Procedures on the tenant info page of our website. Tenants required to submit "Notice to Vacate" form in our website at least 1 full calendar month prior to the lease end date.**

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, a copy of which may be obtained from the rental office, as an inducement 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 therefrom. Each adult occupant is required to apply. there is a **\$75.00** non-refundable application fee payable at the time of application.

6. RENT: Tenant agrees to pay Landlord a rent of \$ along with the monthly HVAC filter maintenance fee of \$ **10.00**, (refer to HVAC SYSTEM FILTER PROGRAM under "Tenant Obligations" section 12.) for a **total rent amount due of \$** per month, payable in advance, on or before the first day of every month during said term. The rent is payable to: **CHARLESTON RENTAL PROPERTIES** or as Tenant may be advised from time to time in writing. Rent is considered late on the 4th day of the month. **There will be a \$10/per month charge included in the above rent rate for quarterly HVAC filter delivery to the property. It is a tenant obligation to install the new filter upon receipt.**

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 monthly rent** if rent is not received by the **3rd** day of the month, and an additional fee of **\$100** on the **8th** day of the month. **LATE FEES WILL BE AUTOMATICALLY POSTED ON THE 4TH DAY OF THE MONTH REGARDLESS OF WHAT DAY OF THE WEEK THAT FALLS. OUTSTANDING LATE FEES WILL AUTOMATICALLY BECOME THE MOST AGED RECEIVABLE AND THEREFORE BE PAID FIRST BY MONIES RECEIVED BY THE TENANT. THIS COULD LEAVE YOUR RENT PAYMENT SHORT AND CAUSE MORE LATE FEES.**

Where the term of the Rental Agreement commences on a day other than the first day of the month or terminates on a day other than the last 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.

CLEANING FEES DUE AT LEASE SIGNING:

- NONREFUNDABLE PROFESSIONAL HOUSEKEEPER MOVE-OUT CLEANING FEE OF **\$0**
- NONREFUNDABLE PROFESSIONAL CARPET CLEANING FEE OF **\$0**

These amounts are based on standard professional move-out cleanings. If, at LANDLORD'S discretion, additional cleaning treatments or replacement of soiled finishes is required, there will be additional charges to TENANT.

7. OCCUPANTS: ALL ADULTS ABOVE THE AGE OF 18 YEARS OLD (UNLESS A DEPENDENT) ARE REQUIRED TO BE NAMED ON THE LEASE AND MUST FILL OUT A RENTAL APPLICATION. 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: **1 - Blank Tenant** In no event shall more than **1** persons be allowed to occupy said premises.

8. RETURNED CHECKS: Tenant agrees to pay **\$55.00** for each dishonored check for bookkeeping costs, bank fees 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, shall be paid in the form of cash, 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 thirty (30) days written notice, as defined in Paragraph 18, **either** party may terminate this agreement at the end of the initial 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. CRP reserves the right to charge a **\$50/mo.** fee for leases that fall into a month-to-month status. In the event that a Lease Renewal is available, CRP reserves the right to inspect the property and there will be a \$45 Lease Renewal fee.

10. SUBLEASE: Tenant shall not assign or sublet said premises, **SUBLETTING IS NOT ALLOWED.** Tenant must have written permission from Landlord for guests to occupy the premises for more than **15** days.

11. UTILITIES AND SERVICES: Unless otherwise agreed upon below, Tenant assumes responsibility of Contacting Utility Companies to ensure that Gas, Electric and Water are on in their name and for paying for ALL utilities associated with property. ****UTILITIES MUST BE ACTIVATED BY TENANT ON OR BEFORE THE FIRST DAY OF THE LEASE AND MUST NOT BE TERMINATED BEFORE MIDNIGHT ON THE AGREED UPON LEASE END DATE.**

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 time of occupancy or to establish or maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups, connection fees and filling of Gas/Propane Tanks associated with the property (including lighting pilot lights where applicable) and security deposits in connection with providing utilities to premises during the term of the Lease. Should the Tenant terminate utilities service BEFORE the end of the Lease term, there will be a **MINIMUM** fee of **\$150** plus the actual cost of the utility. **Utilities MUST BE ACTIVATED on or before 1st day of lease. If they are not activated there will be a \$20 a day fee (plus the actual utility cost) until connected.**

12. TENANT OBLIGATIONS: Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. All Properties are subject to Semi-Annual Inspections. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed away from the home, 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 (toilets), and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. 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, 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 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, reporting any water leaks, lighting pilot lights(gas fireplace), checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

Tenant agrees that excessive nail holes, and/or holes larger than a toothpick, and/or the use of improper or excessive devices to hang pictures or attach items to walls, ceilings or floors, and/or the improper patching of nail holes shall be considered damage to the property. **Tenant MUST GET prior approval in writing in order for any paint color changes or to install anything that requires screws or anchors for hanging.** Furthermore, tenant agrees not to attempt "touch-up" paint on any walls. If, after move-out inspection, any improper patching, improper hanging devices, mismatched paint, unapproved paint color changes or excessive nails holes are discovered to have taken place during the lease term, the damage will be corrected at the Tenant's expense.

HVAC SYSTEM FILTER PROGRAM: TENANT is responsible for replacing all HVAC system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by landlord and will be mailed directly to the property approximately every 90 days. TENANT hereby acknowledges that the filters will be dated and subject to inspection by LANDLORD upon reasonable notice to verify that timely replacement has been made. If, at any time, TENANT cannot property or timely install a filter, TENANT shall immediately notify LANDLORD in writing. TENANTS failure to properly and timely replace the filters is a material breach of this agreement and LANDLORD 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 HVAC system.

13. MAINTENANCE OF PREMISES, PEST 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 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. Any future infestation of any kind, less termites, shall be the responsibility of: X Tenant Landlord

14. 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. Should the property come with a fireplace, the Landlord will not be responsible for repairs or service on the fireplace. Servicing the fireplace will be a tenant responsibility. Tenant is also responsible for any pre-use verification of functionality of the fireplace. Or lighting of the pilot. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord:

X stove, X refrigerator, X dishwasher, X disposal, ___washer, ___dryer, ___microwave, other:

15. INSURANCE: Tenant is required to insure 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. Proof of purchase of a "tenant's insurance policy" with at least \$300,000 liability coverage is required within 7 days of the key acceptance naming Charleston Rental Properties as a "certificate holder". Landlord reserves the right to enforce a **\$150** fee to the tenant if tenant does not provide proof of purchase.

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 exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. There will be semi-annual inspections of the property by a contractor secured by landlord. Ample notice will be provided to tenant when scheduling this inspection.

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 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as HVAC inspections, 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 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. By signing this lease the tenants agree to allow Charleston Rental Properties to text message any phone numbers on file for property related communication. 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 **CHARLESTON SC** area, and shall receive permanent change of station orders out of the **CHARLESTON SC** area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days (at least 1 full calendar month) written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from 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": In accordance with the current lease end date, any written notice(including e-mail) given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given. 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 unit 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 apportionment 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 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. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$ and an **\$85.00 NON-REFUNDABLE ADMINISTRATIVE FEE**. The security deposit is 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: **(please refer to key acceptance form for detailed list of items given to the tenant)**

 pool tags, keys for mail box, keys to unit (including deadbolt, storage area, etc.), garage door opener, other , 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 (5) business days

after receiving notice from Landlord.

23. 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 three 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 in to the credit bureau or collection agency.**

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. There will be a \$285 eviction fee charged to tenant.

25. EARLY TERMINATION REQUEST: The tenant understands that this lease is a legal and binding agreement and it is understood that the tenant is expected to adhere to the terms of this lease. **TENANT MUST COMPLETE NOTICE TO VACATE FORM TO GIVE PROPER NOTICE.** Should tenant need to vacate the premises from the lease term date, they will be required to pay an early termination fee of 50% of the monthly rent or \$500, whichever is greater. Tenant understands that they will remain liable for rent payments for the full duration of the lease or until a new tenant is found to take their place, as well as any fees that may be associated with placing a new tenant (condo association fees, etc.). Landlord will mitigate his damages as prescribed by state law. Utilities **MUST NOT BE** terminated (Please see Section 11 concerning fees for disconnecting utilities) before the end of the original lease term or before a new tenant is placed.

26. NOTICE: A Landlord receives notice when it is e-mailed or 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.

27. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord. **UNDER NO CIRCUMSTANCES IS TENANT ALLOWED TO ASSEMBLE OR USE A TRAMPOLINE ON THE PREMISES!**

28. INVENTORY: On a case by case basis, 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.

29. PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord (SEE PET ADDENDUM). Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: a **non-refundable** fee of **\$385**. 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.

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 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 peaceably 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 Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written or e-mailed notice of such alteration is delivered prior to the effective date of alteration.

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: 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.

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, requests, and demands unless otherwise stated herein, shall be addressed and sent to: Mail: 1007 Johnnie Dodds Blvd Ste 133, Mount Pleasant, SC 29464
Phone: 843-654-9140 E-mail: info@emailcrp.com

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. 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 party.

41. 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 the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

42. 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.**

43. 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 shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a 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.

44. ADDITIONAL TERMS: Smoking is NOT permitted in this unit. If you smoke in the unit your FULL security deposit WILL BE forfeited PLUS additional charges my be assessed for damages. If you do not turn in a Move-in/Move-out inspection form within 7 days, we reserve the right to charge an additional \$150 Fee, and you WILL be held liable for ANY and ALL damage (including prior damage) to the unit. It is YOUR responsibility to let us know about damage to the unit that you did not cause. If you lock yourself out of the unit after 5 PM during business days or on a holiday/weekend at anytime you will need to call a locksmith at your own expense. Tenant is responsible to comply with the covenants and restrictions of the community. All non-emergency repair requests MUST be made through our online repair request system. We will not accept non-emergency repair requests by phone, text or e-mail. Please complete the "Notice to Vacate" form in our website at least one full calendar month prior to the lease end date. Upon completion, please refer to the Move-Out Procedures on the tenant info page of our website. There is a MINIMUM of \$50 charged per vendor invoice (in addition to actual vendor charges) for correction of any damages beyond normal wear and tear. Utilities MUST BE ACTIVATED on or before 1st day of lease. If they are not activated there will be a \$20 a day fee (plus the actual utility cost) until connected.

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 OR PHONE NUMBER LISTED BELOW.**

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

Tenant Date

Phone: _____
Email: _____

Tenant Date

Phone: _____
Email: _____

TENANT'S AGENT AND COMPANY: _____

CRP Real Estate LLC d/b/a Charleston Rental Properties Date
Landlord - Agent for the Owner

CHARLESTON RENTAL PROPERTIES KEY ACCEPTANCE FORM

Tenant names: **1 - Blank Tenant**

Address:

This is a record of the keys and accessories received by the tenant. It is the tenants responsibility to turn this form in when picking up the below items. If the tenant DOES NOT sign this form then they may be held liable for items not returned at the end of the lease term. All keys, remotes, fobs, etc. are to be returned to us by 11:59 pm on the last day of the lease. If they are not returned **TO OUR OFFICE AND MARKED WITH THE ADDRESS OF THE PROPERTY** you may be charged (from your security deposit) to have the house or mailbox re-keyed or other items replaced.

Acknowledge (s) receipt of:

# _____	House Keys	*(\$150 re-key fee)
# _____	Garage Door Opener/Remote	*(\$150 replacement fee)
# _____	Mailbox Keys	*(\$150 re-key fee)
# _____	Key Fobs (door entry)	*(\$75/per item replacement fee)
# _____	Pool Fobs/Pass	*(\$75/per item replacement fee)

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

***These are the fees charged if not returned to the office by 11:59 on the last day of the lease. If the items are dropped off after hours through our drop slot they MUST be identified with your name and the property address. If the items are not identifiable we will assume that the items have not been returned.**

