



LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE"), made and entered into as of today, \_\_\_\_\_ (date), by and between Advantage Property Management, LLC dba APM Clemson ("LANDLORD") and \_\_\_\_\_ ("TENANT") for \_\_\_\_\_ ("PREMISES") managed by APM Clemson ("AGENT"), on behalf of LANDLORD, with address of 391 College Avenue, Suite 103, Clemson, SC 29631. Such representatives will be referred to jointly as "LANDLORD" in all documentation in relation to leased PREMISES.

WITNESSETH: The LANDLORD does hereby rent and lease to TENANT, and TENANT does hereby rent and lease from LANDLORD, the PREMISES under the following terms:

ONE: GENERAL TERMS

Complex, if applicable \_\_\_\_\_ ("DEVELOPMENT")
Address \_\_\_\_\_
Bedroom \_\_\_\_\_
Lease Period \_\_\_\_\_ thru \_\_\_\_\_
Installment Payment Due Date first (1st) of every month
Lease Start Date \_\_\_\_\_ no earlier than 10:00 a.m.
Move-out Date \_\_\_\_\_ no later than 10:00 a.m.

TENANT confirms that he/she is 18 years of age or older and, furthermore, acknowledges and understands that he/she is signing for and entering this LEASE of which the terms are legally binding. TENANT is responsible for all terms of this LEASE and the Total Payment Obligation for the entire LEASE PERIOD; provided, however, that upon a default or breach of LEASE by TENANT, LANDLORD shall make a reasonable effort to re-let PREMISES. If PREMISES is re-let for the duration of the LEASE PERIOD, LANDLORD shall deduct rental amounts received during the LEASE PERIOD from the Total Payment Obligation owed by TENANT. Re-rental of PREMISES, in any circumstances, is at LANDLORD'S discretion based on such circumstances as current market availability, current vacancy, and any other variable considered pertinent by LANDLORD.

TENANT'S NOTICE: IF ANY INSTALLMENT PAYMENT FALLS IN ARREARS OVER 5 DAYS, LANDLORD CAN, AT THEIR DISCRETION, IMMEDIATELY TERMINATE LEASE WITHOUT FURTHER NOTICE AND COMMENCE LEGAL PROCEEDINGS TO RECOVER POSSESSION, DAMAGES, AND OTHER AMOUNTS SET FORTH HEREIN. ALL PAYMENTS/FEEES PAID TO LANDLORD WILL BE FORFEITED. No other notice of LANDLORD'S right to terminate/evict for late payment under this LEASE will be given to TENANT.

If TENANT, in arrears over 15 days, has not contacted the LANDLORD to provide intentions on payment within that period, it may be assumed that TENANT has vacated the PREMISES with no intention to return. LANDLORD may take any legal action necessary to recover damages and other amounts set forth herein. TENANT will not be able to rely on any prior oral or written representations by LANDLORD or LANDLORD'S prior representatives. Exceptions to the LEASE terms will be presented in a written addendum from LANDLORD and signed by LANDLORD and TENANT.

This LEASE PERIOD begins on Lease Start Date at 10:00 a.m. and ends on Move-out Date at 10:00 a.m., but occupancy of PREMISES will not begin until LEASE documents have been completed and executed, including GUARANTY, and TOTAL INITIAL PAYMENT (Section THREE: LEASE INSTALLMENTS/PAYMENTS) plus first Monthly Installment paid in full. If PREMISES is not ready for occupancy by Lease Start Date, LANDLORD will not be liable to TENANT for damages/losses due to the delay. TENANT will not be required to pay any INSTALLMENTS/PAYMENTS until PREMISES is available; this is the only remedy for TENANT. This LEASE does not automatically renew. TENANT must inform APM Clemson in writing by October 15th, 2022, if he/she intends to renew the LEASE. This written notice to renew LEASE is legally binding.



**TWO: SECURITY DEPOSIT<sup>†</sup> (equal to one monthly installment)**

**1. When Guarantor (co-signer for TENANT dually liable for lease and its terms) is provided by TENANT, a Security Deposit of \$ \_\_\_\_\_ (equal to one monthly installment).**

- **Due at lease signing paid by check money order ONLY at LANDLORD'S office.**
- Reserves PREMISES only after all required paperwork (LEASE, GUARANTOR AGREEMENT, etc.) is completed in its totality (including signature) by TENANT, GUARANTOR, and LANDLORD and returned to LANDLORD'S office.

*Inability to provide a Guarantor will not void the LEASE at time of lease signing. However, a Guarantor must be provided before TENANT can take possession of PREMISES.*

**2. When TENANT does not provide a Guarantor (TENANT seeks approval based on his/her own credentials), LANDLORD may, at its sole discretion, require A and B or A and C:**

- A. A Security Deposit of \$ \_\_\_\_\_ as stated in Section ONE: LEASE-GENERAL TERMS.
- B. Financial documentation establishing reasonable "ability to pay" forecasting a pre-tax monthly income of at least three (3) times the Monthly Installment Amount provided to LANDLORD.
- C. Payment for full lease term.

<sup>†</sup>Whether Guarantor is provided or not, all installments/payments/fees paid to LANDLORD will be forfeited if TENANT breaches this LEASE in any way, at any time, or for any reason. TENANT will immediately owe LANDLORD the remaining balance of the Total Payment Obligation (**Section THREE: LEASE INSTALLMENTS/PAYMENTS**).

The Security Deposit, as stated in Section THREE: LEASE INSTALLMENTS/PAYMENTS, is equal to one monthly rent installment (excludes entertainment fees, pet fees, etc.) and used as security for the full and faithful performance and observance of each lease term and covenant of the LEASE by TENANT, including without limitation, Monthly Rent Installment payments. In the event of a sale/conveyance of the PREMISES, LANDLORD shall be entitled to transfer Security Deposit to the party who acquires the PREMISES. From and after such transfer, LANDLORD shall be released of any liability with respect hereto.

The Security Deposit is not any part of LEASE balance and cannot be applied to the final Monthly Rent Installment Amount due hereunder. Provisions relating to Security Deposit are for the protection of the LANDLORD, but neither in addition to nor limitation of LANDLORD'S other remedies set forth in this LEASE; it being understood that TENANT is completely responsible for rental for the entire Lease Period and any damages to the PREMISES and other damages, as provided herein. Security Deposit may be off set against the total claims of LANDLORD and shall not constitute LANDLORD'S exclusive remedy. Furthermore, LANDLORD can retain as much of Security Deposit as necessary to return PREMISES to its original state when occupancy began except normal wear and tear.

LANDLORD shall deduct sums from Security Deposit sufficient to compensate LANDLORD for the following items prior to final settlement to TENANT:

- 1) failure to comply with any part of Move-Out Procedures
- 2) damages to PREMISES beyond normal wear and tear
- 3) damages to PREMISES due to negligence, carelessness, accident or abuse of PREMISES
- 4) damages to common grounds, and
- 5) unpaid sums due to LANDLORD under the terms of this LEASE, including without limitation Monthly Installment Amount, late charges, utilities, unpaid damage claims, pet fines, returned/dishonored check fees, key replacement charges, costs for removing, packing and storing abandoned, seized or lawfully removed property, and court costs plus any actual damages caused by any breach of this LEASE by TENANT.

Balance of Security Deposit, if any, with a written itemized accounting of deductions with exact reasons shall be mailed by first class mail to TENANT no later than thirty (30) days from termination of this LEASE. Reconciliation Report will be mailed to last known address for TENANT provided to LANDLORD. **TENANT shall notify LANDLORD in writing of TENANT'S new address by 10:00 a.m. on Move-Out Date to enable LANDLORD to return required Reconciliation Report of Security Deposit and any appropriate refund of Security Deposit to TENANT. APM Clemson is not responsible for TENANT'S failure to comply with this deadline.** If TENANT does not provide LANDLORD with a correct forwarding address and does not receive Security Deposit and/or Reconciliation Report within a feasible amount of time, LANDLORD shall issue a stop payment and re-issue Security Deposit refund, if any, for the cost of forty-five U.S. dollars (\$45) paid by TENANT only upon TENANT'S written request including updated mailing address.

**THREE: LEASE INSTALLMENTS/PAYMENTS Payable as outlined in the INSTALLMENTS/PAYMENTS SCHEDULE below.**

LEASE Installments/Payments can be made at LANDLORD'S office via check, certified funds, or money order made payable to APM Clemson. CASH WILL NOT BE ACCEPTED FOR ANY PAYMENT. If applicable, TENANT acknowledges that a GUARANTOR has executed a GUARANTOR AGREEMENT in connection with this LEASE, which, among other rights, gives LANDLORD the right to process payments for sums due from TENANT under LEASE, including without limitation, installment payments, late fees,





**or seven (7) days, after LEASE End Date.** Tenant shall pay LANDLORD immediately for the cost of reconnecting the utilities if TENANT violates this policy.

**Entertainment Fee, if applicable at \$\_\_\_\_\_ per month**

Cable/Internet

Entertainment fees are non-refundable. Utilities marked above by an "☒" are included in monthly entertainment fee, if applicable. Cable/internet may be used only for normal household purposes and must not be wasted. If abuse or waste is detected/suspected, termination of service can occur without notice to tenant. Tenant may submit a written appeal to Landlord to have services reinstated after 30 days without services. Reconnection fees may apply.

#### **SIX: EXCESS UTILITY CHARGES**

Utilities are responsibility of the TENANT. If, however, LANDLORD receives a utility bill not paid by TENANTS or is notified those services have been disconnected, all charges will be added to TENANT'S account and are due immediately as additional rent to LANDLORD.

#### **SEVEN: TERMINATION OF LEASE BY LANDLORD**

If TENANT breaks any clause, meaning or intent of this LEASE or Addenda at any time, LANDLORD may at their sole discretion, immediately terminate LEASE. TENANT shall be deemed a TENANT AT SUFFERANCE and be required to immediately vacate the PREMISES. If TENANT vacates or attempts to vacate the LEASED PREMISES or defaults in any of the covenants or addenda stated in correlation with this LEASE at any time before the expiration of LEASE PERIOD, the LANDLORD may terminate the LEASE. Furthermore, TENANT shall immediately pay all outstanding current/future amounts required for LANDLORD'S full recovery of losses due to TENANT'S breach. TENANT expressly waives the benefit of all acts of assembly requiring any period of notice to vacate the PREMISES upon termination of this LEASE and agrees to vacate immediately by such LEASE termination. LANDLORD shall have full power and authority to institute any action of law or in equity for the collection of all payments owed, thereof, to proceed by distress or any other process of the law to collect the same, or, at LANDLORD'S option, declare the LEASE PERIOD ended and re-enter the PREMISES and every part thereof to remove all persons therefrom, or to proceed by legal action the recovery thereof. Furthermore, LANDLORD agrees that in the event of invocation of the provisions of this paragraph, LANDLORD may, at LANDLORD'S discretion, immediately undertake to re-let the demised PREMISES at a reasonable rental rate, and any rentals received in connection therewith, may at LANDLORD'S sole choice, be credited to TENANT'S account minus reasonable charges for cleaning, damages or other costs incurred such as advertising or commissions. When possible, LANDLORD will provide adequate notice of such termination. This LEASE is assignable by the LANDLORD. LANDLORD reserves the right to reassign TENANT. LANDLORD also reserves the right to end LEASE at any time for any reason providing a thirty (30) day prior written notice to TENANT via mail, e-mail, or posted to PREMISES door. No notice to quit is required by LANDLORD.

#### **EIGHT: LEASE CHANGES**

##### **ASSIGNMENTS AND SUBLETTING**

TENANT shall not be entitled to assign or sublet the PREMISES or any portion, thereof, without the express **prior** written consent of LANDLORD. If LANDLORD consents to any assignment or subletting, all assignees and subtenants shall be obligated to comply with all terms and conditions of LEASE and shall be primarily responsible to LANDLORD. Any assignment or subletting hereunder shall not relieve TENANT of liability or obligation including without limitation Monthly Installment payments, additional rent, and other sums, under LEASE. Any consent by LANDLORD to any assignment or subletting shall not constitute a novation, nor be a waiver of LANDLORD'S right to grant or refuse consent to any subsequent assignment or subletting hereunder. No assignment shall be approved by LANDLORD after TENANT assumes possession of PREMISES.

If approved, Subtenant will be required to pay a Security Deposit in the amount of fifty percent (50%) of the Monthly Installment plus a fifty U.S. dollar (\$50.00) non-refundable administration fee. The TENANT will be required to pay a one-hundred dollar (\$100.00) non-refundable administration fee prior to move-in. TENANT found subletting PREMISES without consent will be held in violation of LEASE. Upon violation of LEASE, the balance of TOTAL PAYMENT OBLIGATION will be due immediately, and LANDLORD will begin the legal eviction process.

#### **NINE: CASUALTY**

If PREMISES is destroyed or so damaged by fire or other casualty as to become uninhabitable and LANDLORD cannot provide accommodation in another location, LEASE shall cease from the date of fire or other casualty. LANDLORD shall not be responsible for any costs, expenses, or other damages of any type incurred by TENANT.



**TEN: MOVE-IN**

Beginning at 10:00 a.m. on Lease Start Date listed in **Section ONE: GENERAL TERMS**, TENANT agrees to take PREMISES "as is." TENANT will be supplied with a Move-In Inspection for PREMISES to complete within seventy-two (72) hours of Lease Start Date. In addition, TENANT will receive documentation pertaining to fire safety duties of TENANT (included in this lease) and important telephone numbers. LANDLORD shall not be liable for any damages/loss suffered by TENANT for failure to deliver possession of PREMISES at the time stipulated herein as to the date of commencement of tenancy.

TENANT will be permitted to take possession of PREMISES on the condition that all required documentation has been properly completed (including signature) and Total Initial and Total Monthly Installment payments have been received by LANDLORD. TENANT has ten (10) business days from start of LEASE to accept the door keys/code and take possession of PREMISES. **TENANT has 72 Hours from Lease Start Date to complete Move-In inspection via Tenant Portal to inform LANDLORD of deficiencies with PREMISES.** Unless noted in writing within 72 hours of taking possession, the PREMISES is deemed to be acceptable to TENANT; defects not reported by TENANT within this time shall be presumed to have occurred during TENANT occupancy.

**ELEVEN: SALE OF PREMISES**

Any sale of PREMISES shall not affect LEASE or any TENANT obligations. All documents and tenant/guarantor information will be transferred to new landlord, if applicable. LANDLORD will be released from all obligations under this LEASE upon such sale if new owner chooses a new landlord. The new landlord of the PREMISES will be responsible for the duties of LANDLORD in this lease from and after the date of such sale.

**TWELVE: MOVE-OUT**

LANDLORD encourages TENANT to review Move-Out Procedure available in LANDLORD'S office before LEASE PERIOD expires. TENANT should ensure that:

- All terms and conditions of LEASE AGREEMENT have been met.
- All rent and other charges are Paid in Full upon vacating PREMISES.
- Vacuum/sweep floors of PREMISES.
- Remove all trash, personal items, and other debris from PREMISES including all cabinets, drawers, closets, appliances, etc.
- Lock and fasten all doors and windows.
- Set thermostat(s) on 78 degrees in summer months and 68 degrees in winter months.
- Return all keys and provide forwarding address to LANDLORD.

TENANT must vacate PREMISES no later than 10:00 a.m. on Move-Out Date. Any occupancy by TENANT and/or their guests or personal property in PREMISES after 10:00 a.m. on Move-Out Date will cause additional charges of one-hundred U.S. dollars (\$100.00) per hour to be assessed to TENANT'S account. TENANT will be assessed disposal charges for any items or trash remaining in PREMISES after 10:00 a.m. on Move-Out Date for whatever reason. TENANT will return all move-out documents and keys/codes associated with tenancy by 10:00 a.m. on Move-Out Date and leave PREMISES in a clean, sanitary condition. Charges related to cleaning, damage repair, disposal, etc. to make PREMISES move-in ready will be charged to TENANT (**Section TWENTY- SIX: CLEANING/DAMAGE**).

**TENANT shall notify LANDLORD in writing of TENANT'S forwarding address by 10:00 a.m. on Move-Out Date by completing Tenant Move-Out Sheet in person at LANDLORD'S office when turning in keys to enable LANDLORD to return the Report required with respect to Security Deposit and any appropriate refund of any portion of Security Deposit to TENANT. It is TENANT'S sole responsibility to forward USPS mail to their new mailing address. LANDLORD is not responsible for TENANT'S failure to comply with this deadline.**

This LEASE shall become null and void if conditions (acts of God, urban renewal projects, condemnations, etc.) arise that require removal of TENANT from PREMISES. LANDLORD assumes no responsibility for personal items left in PREMISES after end of LEASE (or after TENANT breaks/terminates LEASE). Any property left in or about PREMISES shall be abandoned and at LANDLORD'S option may become the property of LANDLORD and title thereto shall be exclusively presumed as having vested in LANDLORD by such abandonment. In disposing of said property at TENANT'S expense, LANDLORD shall be entitled to discard, retain, or sell same at any public or private sale. TENANT hereby releases, holds harmless, and indemnifies LANDLORD from and against all claims to said property and LANDLORD. LANDLORD may be a purchaser at any such sale.

**THIRTEEN: PET POLICY (IF APPLICABLE)**

**ABSOLUTELY NO PETS OR ANIMALS ALLOWED** without **prior** written consent of LANDLORD, even temporarily, anywhere in or around PREMISES. This means neither TENANT shall babysit pets of friends/family nor visitors shall bring animals to visit TENANT found in violation of pet policy will be subject to fines and/or possible legal eviction. If **prior** written permission is granted, TENANT will be required to pay a non-refundable pet fee of \$ \_\_\_\_\_. LANDLORD reserves the right to



exercise absolute discretion in allowing and revoking rights of such pets for any reason. All approved pets **MUST** be on a leash.

A monthly pet fee which will be added to Monthly Installment Amount. This monthly pet fee amount is determined by LANDLORD. Minimum monthly pet fee is \$\_\_\_\_\_. TENANT with approved pet is required to have renter's insurance that names LANDLORD as "additionally named insured", proof of which will be provided by a Certificate of Insurance issued to LANDLORD. Failure to comply with any part of **Section THIRTEEN: PET POLICY** shall require that TENANT immediately undertake all necessary cleaning of PREMISES and pay for any repair/replacement/damage caused by or due to having such pet/animal in PREMISES. All repair/replacement/cleaning shall be to LANDLORD'S satisfaction and, furthermore, will subject TENANT to a service fee of two-hundred U.S. dollars (\$200.00) plus twenty-five U.S. dollars (\$25.00) per day in which the unauthorized pet/animal resides in PREMISES. This service fee will stop being assessed once a pet addendum is signed and a non-refundable pet fee paid, or the pet is removed from PREMISES. Subsequent violation of this policy may result in eviction from PREMISES.

TENANT with Assistance Animal must have **PRIOR** written approval from LANDLORD before animal may occupy PREMISES. Approval requires proper documentation completed by a medical doctor supporting need for an assistance animal. TENANT with an Assistance Animal is required to have renter's insurance naming the LANDLORD as an "additionally-named insured".

#### **FOURTEEN: DOOR KEYS & CODES**

Door keys/codes or any other items issued at Move-In are the property of LANDLORD and must be surrendered upon termination of occupancy. A door lock change will occur for a compromised original key upon termination of LEASE at a cost of one-hundred twenty-five U.S. dollars (\$125.00). Payment is required **prior** to change. Throughout the Lease Period, a replacement key can be obtained from the LANDLORD for five U.S. dollars (\$5.00) during business hours (Monday-Friday 8:30 a.m. to 5:00 p.m.).

#### **FIFTEEN: LOCKOUTS**

Assistance from LANDLORD for lockouts will be assessed a seventy-five U.S. dollar (\$75.00) service fee during evening (5:00 p.m. to 8:30 a.m. Monday-Friday) and weekend hours (Saturday-Sunday). **Payment is due at time of service.** TENANT will be responsible for damages caused by TENANT or their guests trying to access PREMISES or interior rooms without keys or codes.

#### **SIXTEEN: RULES & REGULATIONS**

TENANT S is required to adhere to all rules and regulations outlined below and, in any publications, designed for specific residential areas. **Note: Homeowners' Association Rules and Regulations supersede the rules and regulations listed in this lease agreement.**

##### **1. GENERAL**

###### **a. Solicitation & Advertising**

Solicitation, sales, and advertising are not permitted on property without **prior** written authorization from LANDLORD. No door-to-door solicitation is permitted.

###### **b. Parking & Driving - Note: Homeowners' Association Rules and Regulations supersede the rules and regulations listed in this lease agreement. Parking is for operational, road-ready vehicles with non-expired license plate, insurance, etc. only.**

- TENANT with a valid LEASE and a current year parking decal sticker\* properly displayed (if applicable) will be permitted to park at PREMISES in designated parking spaces. *\*One sticker will be distributed per TENANT.*
- Only 1 vehicle is permitted to be parked in any given space.
- The maintenance and washing of vehicles are not permitted on the PREMISES.
- Visitors are permitted to park in spots marked with "VISITOR" only.
- There shall be no parking in areas that will hinder other residents, handicapped persons, or municipal/service/emergency services or vehicles at any time.

Non-compliance with any part of this policy will be towed at owner's expense and without notice. Absolutely no driving faster than ten miles per hour (10 mph).

###### **c. Alcohol Policy**

LANDLORD adheres to all local and federal laws concerning underage alcohol consumption. Kegs of alcohol are absolutely banned from PREMISES, under any circumstances.

###### **d. Sanitary Laws**

TENANT shall comply with all sanitary laws, with rules and regulations of municipal, state, or federal authorities and properly dispose of refuse in LANDLORD provided dumpsters, if available. TENANT is responsible for purchasing and using cleaning supplies and equipment to maintain a clean and sanitary PREMISES.



**e. Responsibility & Quiet Hours**

TENANT is expected to act responsibly and not infringe on the rights, comfort, or safety of tenants and residents. TENANT and their guests will comply with all city and county ordinances. Furthermore, neither TENANT nor their guests will interfere with the right of quiet enjoyment of another TENANT.

**f. Drugs**

The manufacturing, intent to deliver, or possession of a controlled substance or drug paraphernalia is strictly prohibited. If a TENANT or their guests are in violation of this rule, TENANT will be subject to LEASE violation/eviction and the proper authorities will be notified of such activities.

**g. Firearms**

Possession of firearms that are legal in South Carolina (e.g., BB guns, pellet guns, spring-loaded guns, or paint ball guns), ammunition, fireworks, other weapons is permitted, BUT MAY NOT BE DISCHARGED ANYWHERE ON PREMISES.

**h. Law Enforcement**

TENANT is advised to always call 9-1-1 whenever TENANT in the event of any life-threatening safety issues or concerns. Do not contact the After-Hours Emergency Maintenance number for life-threatening situations as this can only delay the response time.

**2. USE OF PREMISES**

**a. Use of PREMISES**

PREMISES may not be used for illegal purposes. TENANT is responsible for ensuring that their personal conduct and that of their guests is not in violation of local, state, or federal laws. LANDLORD reserves the right to inspect and perform work in TENANT'S PREMISES at any time to ensure that ALL policies are being followed.

**b. Guests**

TENANT is responsible for their guests' behavior. Overnight guests may not stay more than three consecutive nights or more than 10 nights within any given month. The invitation of a guest to a room, apartment, or suite must meet with the consent of all roommates. Guests may not stay in common areas. Additional rent of two-hundred U.S. dollars (\$200.00) per day will be charged for unauthorized occupancy.

**c. Visitation**

LANDLORD allows 24-hour visitation but does not permit continuous cohabitation. Additional rent of two-hundred U.S. dollars (\$200.00) per day will be charged for unauthorized occupancy.

**d. Windows & Window Coverings**

Windows are provided with blinds and screens. Do not place foil, cardboard, or any other covering directly over windows. Any window/screen/blinds damaged by TENANT, or their guest negligence or misuse will be repaired/replaced at the TENANT'S expense payable immediately.

**e. Balconies & Patios**

- PLEASE keep neat and clean. TENANT must keep balcony/patio free of indoor items, including but not limited to mops, appliances, drying clothing/towels, trash, bicycles/scooters, etc.
- Plants and outdoor furniture ONLY are acceptable
- **ABSOLUTELY NO GRILLS PERMITTED!**
- Balcony/patio is not a storage area.
- A maximum of 6 persons are allowed on the balcony at any one time.
- Nothing may be affixed or displayed on windows, doors, balcony, railings or exterior of the PREMISES in any manner.

**f. Plumbing & Appliances**

TENANT is responsible for reporting leaks/stopped up drains immediately to LANDLORD. It is recommended that TENANT have their own plunger. Misuse or carelessness of drains, toilets, dishwashers, or garbage disposals will not be tolerated. Blockages and repairs that result from TENANT negligence or placing items\* not meant for garbage disposal, toilet, dishwasher, or drains will be charged at a minimum of sixty U.S. dollars (\$60.00) to TENANT. *\*Do not pour grease down drain, flush paper towels, flushable wipes, or feminine products in toilet, use too much toilet paper, or put foreign objects in toilets, sinks, dishwashers and/or garbage disposal. Food items not meant for disposals include without limitation banana peels, corn shucks, eggshells, onion, and celery. Use only detergent intended for dishwashers when operating dishwasher. Do not use bleach or blue tablets in toilet tanks as they weaken the integrity of the tank parts and cause leaks.*

**g. Water Heater**

Water heater temperature should not be set higher than one-hundred fifty degrees Fahrenheit (150°F).

**h. Noise**

TENANT must not disturb neighbors. Keep stereos, music levels, and other sounds to a minimum. If a complaint is made regarding TENANT'S apartment, TENANT will be issued a LEASE violation. TENANT is responsible for the



behavior or noise problems due to their guests. TENANT and guests will comply with city and county ordinances. Furthermore, TENANT and their guests will not interfere with the right of quiet enjoyment of any other TENANT.

**i. Trash**

PREMISES must be kept clean, free of trash, rotting food, etc. for health reasons and to keep PREMISES in proper condition. TENANT is responsible for keeping the interior and exterior of PREMISES neat and sanitary. Disposal of trash/food on grounds will not be tolerated. If TENANT dumps trash/food anywhere outside PREMISES other than proper trash receptacle, TENANT will be fined and issued a LEASE violation. TENANT will dispose of trash/food in plastic bags and placed inside designated trash receptacle immediately. There is a twenty-five U.S. dollar (\$25.00) charge per incident or per bag for any violation of this policy.

**j. Maintenance**

Maintenance is done on a regular or as-needed basis. Only emergency types of maintenance issues will be handled after hours or on weekends. Examples of emergencies are flooding of the apartment, loss of utilities or loss of refrigeration. **Air conditioning issues and lockouts are not considered emergencies.** TENANTS will be financially responsible for any maintenance problems resulting from negligence/misuse/neglect or malice. At their discretion, LANDLORD may take photographic evidence for recording purposes of any maintenance problems/damage resulting in such negligence/misuse/neglect or malice. Aside from routine light bulb changes and regular housekeeping, no maintenance/repair/replacement shall be completed in or about unit/bedroom/bathroom by any other individual/subcontractor/company other than LANDLORD'S appointed subcontractors or maintenance representatives.

**k. Exterminating**

LANDLORD will spray once if bugs are reported within the first thirty (30) days after Move-In. Afterwards, spraying will be at TENANT'S expense.

**l. Locks**

All the necessary locks for PREMISES are provided by LANDLORD. No locks or locking mechanisms may be changed or added to any door within or around the PREMISES. If a door code is changed by the TENANT, TENANT must provide the new door code to LANDLORD within twenty-four (24) hours. Failure to provide new door code may cause TENANT to be charged a service call if LANDLORD is not able to enter PREMISES.

**m. Walls**

Sheet rock hooks or small nails holes caused by other more damaging instruments will subject TENANT'S account to charges accordingly. Please do not attach anything of permanent nature, as a penalty will result. Painting and wallpapering of any nature are not permitted.

**n. Fire Hazards**

**GRILLS ARE NOT PERMITTED INSIDE PREMISES OR ON BALCONIES/BREEZEWAYS/PATIOS AND MAY NOT BE STORED IN ANY COMMON AREA ON PREMISES. No accelerant of any kind, including but not limited to, fuel or other combustible material that would increase the risk of fire, will be stored in PREMISES or common areas of property. Kerosene/electric heaters or any other auxiliary heating source or burning candles/incense is not permitted. Violations of this rule may lead to fines and/or eviction.**

**3. PROHIBITED ACTIVITIES**

The following are prohibited in or around PREMISES and are subject to immediate action/removal by LANDLORD:

- a. Pets except with prior written approval - Section THIRTEEN: PET POLICY (IF APPLICABLE).
- b. **SMOKING INSIDE PREMISES.** Cigarettes are not to be thrown off the balconies or carelessly discarded anywhere else on PREMISES. Fines will apply for non-compliance to this policy.
- c. Weight-lifting equipment weighing more than a total of 25 pounds in PREMISES.
- d. Bicycles, except in designated areas and cannot block fire exit routes.
- e. **Motorcycles/mopeds, except as TENANT'S only approved vehicle and parked in official parking spaces.** These vehicles **CANNOT** be parked next to Premises, breezeways, balconies, patios, or inside Premises.
- f. Driving faster than ten miles per hour (10 mph).
- g. Outside antennae for television/radio/satellite radio.
- h. Water beds, lofts, and illegal elevation or stacking of furniture.
- i. Unauthorized decoration of PREMISES with, including but not limited to, paint, wallpaper, or contact paper.
- j. Possession of illegal firearms pursuant to South Carolina law. Failure to comply with this regulation can result in immediate termination of LEASE AGREEMENT.
- k. Discharge of firearms, legal or illegal, in/around PREMISES pursuant to South Carolina law. Failure to comply with this regulation can result in immediate termination of LEASE AGREEMENT.
- l. Storage or use of flammable or explosive liquids or gases including but not limited to lighter fluid.
- m. Possession/use of electrical equipment and appliances in PREMISES. (e.g., microwaves, hotplates, mini fridges, electric heaters).





- n. Tampering with fire and safety equipment (e.g., fire alarms, door alarms, fire extinguishers, exit signs, emergency phones, fire doors, sprinklers, or smoke or heat sensors) and/or failure to respond to fire alarms.
- o. Propping open of unit front door.
- p. Items hung outside the PREMISES from balconies or windows.
- q. Engaging in any activity determined to be in violation of health, fire, safety, and/or maintenance codes.
- r. Possession/use of items with open flame including but not limited to candles, incense, grills, space heaters, etc.
- s. Removing window screens or safety bars, suspending articles from windows and/or ledges, or throwing objects of any kind from buildings or breezeways.
- t. Presence on PREMISES roof areas and window ledges or in other unauthorized areas.
- u. Commercial business (including regular day care and or internet-based businesses with or without use of a local server) conducted from the PREMISES.
- v. Playing ball, frisbee, or any other sports in PREMISES.
- w. Loitering or disruptive behavior or excessive noise of any kind. Children must be supervised always.
- x. Physical, verbal, or mental harassment of any individual.
- y. Changing or adding locks to individual room or apartment entrance doors.
- z. Amplification (electrical or otherwise) of any musical instrument or playing of drums.
- aa. Theft or unauthorized possession of LANDLORD'S property or property that belongs to an individual or group.
- bb. Unauthorized entry into, tampering with, or use of facilities, property, services, or resources belonging to the LANDLORD, its community members, guests or licensees.

#### **SEVENTEEN: LIABILITY OF LANDLORD**

LANDLORD shall not be liable for any injury, damage or loss to person or property caused by other TENANTS or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of LANDLORD. Failure or delay in enforcing LEASE covenants of other TENANTS shall not be deemed omission, fault, negligence or other misconduct on the part of LANDLORD. TENANT shall defend and indemnify LANDLORD from any claim or liability from which LANDLORD is hereby exonerated. TENANT is advised to have renter's insurance.

#### **EIGHTEEN: NON-WAIVER**

Failure of LANDLORD to insist upon a strict compliance with all covenants, rules or regulations or any other provision of LEASE, or to exercise any option herein contained, shall not be construed as a waiver of a covenant, rule, regulation or option. All covenants, rules, regulations and options under LEASE shall remain in full force and effect. LANDLORD shall not be liable or responsible to TENANT for the violation of any covenant, rule or regulation in any other LEASE by any other TENANT.

#### **NINETEEN: MAINTENANCE**

Malfunctions or repairs that occur to the PREMISES must be reported within twenty-four (24) hours of the incident in writing through the Tenant Portal or such maintenance will be considered to have been caused by the TENANT. TENANT agrees to keep and maintain the PREMISES in a good, clean condition and to make no alterations or additions thereon without prior written consent from LANDLORD. LANDLORD will do inspections as needed. Repair costs necessitated because of the neglect of TENANT, or their guests are the responsibility of the TENANT.

TENANT will notify LANDLORD of any non-working smoke/fire detectors immediately and request a repair or replacement. TENANT will pay for any damage to property if TENANT fails to notify LANDLORD of defective smoke/fire detectors.

Damages (broken windows, entrance locks, any doors, etc) resulting from TENANT negligence or abuse are the responsibility of the TENANT, and TENANT specifically agrees to pay for the cost of repairs by LANDLORD (see **Section TWENTY-ONE: CLEANING/DAMAGES**). TENANT is responsible for acts of vandals and/or burglars for the entirety of the LEASE PERIOD.

TENANT shall make normal repairs, including but not limited to, replacing light bulbs with same equivalent light bulbs, smoke detector batteries, vacuuming and shampooing carpets regularly during the LEASE. It is understood that TENANT will maintain these items at TENANT'S own expense:

- a) Purchase and install all equivalent light bulbs that burn out during the term of the LEASE.
- b) Purchase and install properly sized heating and air conditioning (HVAC) filter at least once every three (3) months.
- c) Make sure that the dryer lint trap is cleaned after every use.
- d) Keep kitchen and bathroom sink drains, tub/shower drain, dishwashers, garbage disposals and toilets clear of all blockages including, but not limited to, hair, grease, flushable wipes, etc.
- e) Keep exterior of PREMISES clear of unsightly or dangerous objects and other debris.



Except for normal repairs specified herein; TENANT shall make NO repairs themselves without LANDLORD’s **prior** written consent.

**TWENTY: NORMAL WEAR & TEAR**

Accumulation of excess grease and/or dirt, damage and marks to walls, ceilings, floors or appliances will not be considered ordinary wear and tear. Cleaning charges will be invoiced to TENANT at lease period end. Please refer to **Section TWENTY-ONE: CLEANING/ DAMAGES** for further details. If, by LANDLORD’S sole discretion, trash accumulates or living conditions amount to a health/safety concern during tenancy as found by LANDLORD, then LANDLORD may hire appropriate subcontractors to clean the PREMISES to reasonable living conditions and invoice the TENANT. TENANT is responsible for all damage to their apartment and any other apartment(s) caused by TENANT neglect/misuse or accident. As an example, flooding due to clogged toilets, tub/shower/sink overflows, and/ or misuse of dishwasher, etc is TENANT neglect. Wear and tear items only include items that are not caused by TENANT but are a result of normal use over the years of the apartment and such differentiation between normal wear and tear and TENANT caused damages is subject to LANDLORD’S discretion. Damages that occur from normal wear and tear to any appliance, furniture, or housing fixtures must be reported within twenty-four (24) hours of the incident or such damages will be considered to have been caused by the TENANT.

**TWENTY-ONE: CLEANING/DAMAGES**

TENANT is expected to leave the unit in an acceptable move-in condition less normal wear and tear as defined at the discretion of LANDLORD. LANDLORD requests that the units are treated with respect and kept in great condition for those to enjoy after TENANT’S occupancy. Charges will be itemized in a written notice and TENANT invoiced within thirty (30) days after such expiration or termination and delivery of possession, whichever is later to occur. The TENANT shall provide the LANDLORD with a forwarding address, in writing, or new address to which the written notice and any invoice from the LANDLORD may be sent. Additional debts shall be paid to LANDLORD within 5 days after TENANT receives such notice. If the TENANT fails to provide the LANDLORD with the forwarding or new address the TENANT will forfeit all claims to a written notice, invoice, or any monies to be refunded.

BASIC MOVE-OUT FEE

TENANT pays a BASIC MOVE-OUT FEE of \$\_\_\_\_\_ per tenant at time of lease signing which covers basic unit cleaning and carpet cleaning. This fee does not cover any furniture/trash removal, excessive cleaning, stain treatment/removal, or repairs resulting from pet damages or tenant negligence.

UNIT CLEANING

PREMISES will be cleaned at TENANT’S expense If cleaning is required. These charges will be invoiced and Due on Receipt. Excessive cleaning will be determined at LANDLORD’S sole discretion and will be charged to TENANT. Excessive common area cleaning costs incurred will be equally divided among all TENANTS. All items, trash, or furniture that is removed by LANDLORD after 10:00 a.m. on the Move-Out Date will be done at TENANT’S expense (**refer to Section TWELVE: MOVE-OUT**). Minimum cleaning and item/trash removal charges are listed below:

DAMAGES – DURING/AFTER TENANT’S LEASE PERIOD

All costs including labor/service/material costs for damages to unit due to TENANT or their guest’s neglect/misuse/accident during or at the expiration of TENANT’S LEASE PERIOD are the ultimate responsibility of the TENANT. A list of average charges is listed below, though these prices are subject to change and are estimates only as pricing may be greater, the list is a guide and not inclusive of all potential costs or items needing repaired due to TENANT’S misuse/negligence. Aside from routine light bulb changes and regular housekeeping by TENANT, no maintenance/damages shall be completed in or about unit/bedroom/bathroom by any other individual/subcontractor/company other than LANDLORD’S appointed subcontractors or maintenance representatives. The costs listed below are minimum charge amounts.

Hole in wall	\$50 and up	Painting	\$60 and up	Doors	\$75 and up
Window blinds	\$60 and up	Air filter	\$40	Clogs/blockages	\$60 and up
Flooring	TBD	Appliances	TBD	Fire extinguisher	\$45 and up

REPLACEMENTS FOR REMOVED OR DAMAGED ITEMS

If any items are missing or damaged beyond reasonable “wear and tear” as determined by LANDLORD, they must be replaced at TENANT’S expense. All costs for all materials and any/all labor and service charges are the ultimate responsibility of the TENANT. A list of charges is listed below to serve as a guide and is NOT all inclusive of potential replacements. The costs listed below are minimum charge amounts and are subject to change without notice:



Window glass	\$75 and up	Window screen	\$75 and up	Light bulbs	\$10 each
Fire extinguisher	\$45 and up	Doors	\$75 and up	Towel bar	\$30 and up
Countertops	\$100 and up	Fridge shelf/drawer	\$50 and up	Door keys/locks	\$50 and up
Window blinds	\$60 and up	Mirrors	\$75 and up	Light globes	\$30 and up
Drip pans	\$30 and up	Appliances	TBD	Flooring	TBD

For all cleaning, damages, and replacements a twenty-five percent (25%) service charge may be added for administration/scheduling to above costs plus labor at a minimum cost of sixty dollars (\$60) per hour.

**TWENTY-TWO: APARTMENT ALTERATIONS**

TENANT will not make any changes to PREMISES, including painting without **prior** written consent from said LANDLORD, and TENANT agrees to notify LANDLORD within twenty-four (24) hours when any maintenance is needed to be completed to the furnishings or PREMISES. LANDLORD shall not be liable for any failure to make repairs in the absence of such notice.

**TWENTY-THREE: LANDLORD ENTRY & INSPECTIONS**

TENANT shall not unreasonably withhold consent for LANDLORD to enter PREMISES for inspection of PREMISES, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit PREMISES to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. If either TENANT or LANDLORD terminates this original term or any extended term of this LEASE in accordance with its terms and conditions, then LANDLORD shall have the right to exhibit PREMISES to prospective or actual purchasers, mortgagees, tenants, workmen or contractors between the hours of 9:00 a.m. and 6:00 p.m. during the remainder of the term if LANDLORD announces his/her intent to enter PREMISES for said purposes.

LANDLORD may enter PREMISES without consent of TENANT:

- 1) in case of emergency (at LANDLORD'S discretion, including prospective changes in weather conditions which pose a likelihood of danger/damage to the property).
- 2) to ensure TENANT is not in violation of terms of this lease, (Maintenance, Resident Services, Leasing representatives), LANDLORD may take photographic evidence for recording purposes of any violations.
- 3) between the hours of 9:00 a.m. and 6:00 p.m. for providing regularly scheduled services (such as providing pest control/treatment and maintenance or repairs to HVAC system/components, etc) provided that the LANDLORD gives TENANT at least a 24-hour notice and, prior to entering, technician knocking and announces his/her intent to enter and perform services.
- 4) between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the TENANTS/APPROVED OCCUPANTS; provided that, prior to entering, the technician knocking and announces his/her intent to enter and perform services.
- 5) between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of showing the PREMISES to potential future tenants.

**TWENTY-FOUR: HOMESTEAD EXEMPTION**

TENANT hereby waives and renounces for himself/herself and family all homestead and exemptions rights he/she or they may have under or by the laws of the State of South Carolina or the United States as against any liability that may accrue under this contract.

**TWENTY-FIVE: CLIMATE CONTROL**

TENANT acknowledges and understands that:

- a) PREMISES is in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and
- b) upon moving into PREMISES, TENANT will have control over and knowledge concerning conditions in the interior of the assigned space.

Therefore, TENANT agrees to set thermostats to provide appropriate climate control and maintain PREMISES in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner. TENANT is to remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces promptly. In addition, TENANT must take other measures as may be necessary to prevent mold and mildew from accumulating in the assigned space (including without limitation reporting immediately to LANDLORD any evidence of water leaks or mold or mildew-like growth).

Thermostat programming during spring/summer months should be kept at a minimum (lowest cool setting) of 72 degrees and during winter months at a maximum (highest heat setting) of 72 degrees. Non-compliance by TENANT or their guests with this policy will result in a minimum two hundred U.S. dollars (\$200.00) per incident fine and/or the cost to reverse damage to the HVAC system because of such non-compliance. During winter months thermostats should be set on heat, during



spring/summer months thermostats should be set on cool. The fan setting should always be set on auto. *The emergency heat setting should never be selected as it can cause excessive electric usage and is not necessary to keep unit at comfortable levels.* In addition, windows should be completely shut while the HVAC units are in use, in winter and spring/summer months to ensure efficiency.

**TWENTY-SIX: COMMON AREAS**

Community, if applicable, common areas include but are not limited to the clubhouse, fitness center, game room, pool area, hallways, stairways, breezeways, sidewalks, courts, entry passages, pavilions, lounges, utility and storage rooms, grounds, parking lots and PREMISES exteriors. No items are to be placed in or attached to any common areas, including but not limited to any type of antenna/satellite dish/banner. TENANT is expected to take every precaution to assure that common areas are not abused. TENANT is responsible for all damage and loss to both the community and individual unit common areas caused by him/her or members of his/her family or guests visiting PREMISES, including damage to and loss of hand nails/fixtures/furnishings/signs in individual unit's common area and community, if applicable, common areas whether due to negligence or not. TENANT shall not obstruct or use any sidewalk, court, entry passage, hall, or stairway for any purpose other than ingress and egress.

**TWENTY-SEVEN: FIRE SAFETY**

Open flames, extension cords, space heaters, grills, and lit candles are prohibited. Smoke Alarms will not be tampered with or rendered inoperable. Open flames are strictly prohibited in or around PREMISES and beneath covered areas (i.e., stairwells). Extension cords (besides power strips with breaker switches) and space heaters are also prohibited. If these items are found in use, they will immediately be confiscated and not returned. Barbecue grills, unless provided by LANDLORD (if available), are prohibited in and around all structures. TENANT agrees to let LANDLORD permanently remove and permanently confiscate any grills, torches or other flammable items found in contradiction of this provision at any time. Non-compliance will result in a fifty U.S. dollar (\$50.00) fine.

**TWENTY-EIGHT: INDEMNITY**

TENANT hereby releases and indemnifies LANDLORD from all damages to property or injury to persons caused by TENANT, any co-tenant, or adjoining tenant or any other persons whomsoever and TENANT will hold the LANDLORD harmless from all such damages, except only any personal injury caused by the gross negligence or intentional acts of the LANDLORD. All personal property placed in the PREMISES, or any other place appurtenant thereto, shall be at TENANT'S sole risk, and neither LANDLORD be liable to TENANT or TENANT'S family, employees, guests, or licensees for any damage, loss, theft, caused by water, snow or ice or destruction thereof. TENANT understands that LANDLORD'S insurance does not cover TENANT, TENANT'S guests, TENANT'S family or TENANTS guest's or families' property in any way whatsoever. TENANT is hereby advised to have renter's insurance, fire and liability insurance to protect TENANT, TENANT'S property and guests who are injured while on the property. TENANT is responsible for all damage to the LEASED PREMISES and injury to persons caused by TENANT, TENANT'S family or guests. TENANT agrees the LANDLORD is not responsible to TENANT, TENANT'S family or guests for damage to property or injury caused to TENANT, TENANT'S family or TENANT'S guests by water, snow or ice that accumulates on/around the LEASED PREMISES. Furthermore, LANDLORD is not responsible for actions of other individuals (TENANTS, their guests, or their family) that cause damage to TENANT'S property or injury to TENANT.

**TWENTY-NINE: INSURANCE**

During the term of this LEASE, and any extension thereof, TENANT should, at TENANT'S sole cost and expense, purchase renter's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$300,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep TENANT'S personal property on and in the PREMISES insured for the benefit of TENANT against loss or damage resulting from broad form named perils on a replacement cost basis. TENANT acknowledges that LANDLORD does not carry any insurance on TENANT'S personal possessions. Such insurance policy must name LANDLORD as an "additional loss payee and additionally insured" on issued Certificate of Insurance.

**THIRTY: BINDING EFFECT & APPLICABLE LAW**

The covenants, conditions and LEASE herein shall apply to and bind the heirs, executors, personal representatives, successors and assigns of the parties hereto. If any provision of this LEASE is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. This LEASE shall be given effect and shall be construed by application of the law of South Carolina.

**THIRTY-ONE: NOTICES & SERVICES OF PROCESS**

Notices may be served upon the TENANT in person, via phone or text, on leased apartment front door or leased apartment bedroom door, by regular mail, e-mail whether mailing is accepted or not by TENANT. Written notices to LANDLORD as required herein must be presented to: APM Clemson, 391 College Avenue, Suite 103, Clemson, SC 29631.



**THIRTY-TWO: SEVERABILITY**

This LEASE in its entirety is legal and binding for the entire lease period as noted in **Section ONE: GENERAL TERMS**.

**THIRTY-THREE: SUBORDINATION, ATTORNMEN, ESTOPPEL CERTIFICATES**

In consideration of the execution of this LEASE by LANDLORD, TENANT accepts this LEASE subject to any master leases, security interest or first mortgage which might now or hereafter constitute a lien upon PREMISES or any building or improvements within the PREMISES and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the PREMISES or the common areas of PREMISES. Although no instrument or act on the part of the TENANT shall be necessary to effectuate such subordination, TENANT shall, nevertheless, for the purposes of confirmation, at any time hereafter, on demand, in the form (s) prescribed by LANDLORD, execute any instruments, certificates, releases or other documents that may be requested or required by any holder of any superior interest for the purposes of subjecting and subordinating this LEASE to the lien of any such master LEASE, security interest, mortgage, or superior interest. TENANT hereby appoints LANDLORD as his/her attorney in fact, irrevocably to execute and deliver any such instrument or document for TENANT should TENANT fail or refuse to do so. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the LANDLORD of PREMISES or in the event a deed is given in lieu of foreclosure of any such mortgage, TENANT shall attorn to the purchaser, or grantee in lieu of foreclosure, upon any such foreclosure or sale and recognize such purchaser, or grantee in lieu of foreclosure, as LANDLORD under this LEASE. TENANT agrees to furnish from time to time when requested by LANDLORD, a certificate signed by TENANT to the effect that this LEASE is then presently in full force and effect and unmodified (or has been modified and is as set forth in the certificate); that the term of this LEASE has commenced and the full rental is then accruing hereunder: the amount of rent currently being paid by TENANT; that TENANT has accepted possession of PREMISES and that any improvements required by the terms of this being paid by TENANT; that TENANT has accepted possession of PREMISES and that any improvements required by the terms of this LEASE to be made by LANDLORD have been completed to the satisfaction of TENANT; that the address for notices to be sent to TENANT is as set forth in this LEASE(or has been changed by notice duly given and is set forth in the certificate); that TENANT, as of the date of such certificate, has no charge, lien, or claim of offset under this LEASE or otherwise against rents or other charges due or to become due hereunder; and that to the knowledge of TENANT, LANDLORD is not then in default under this LEASE. The certificate shall also contain such other and further information as may be requested by LANDLORD.

**THIRTY-FOUR: RESPECT OF & INTERACTION WITH LANDLORD**

TENANT understands and acknowledges that LANDLORD is made available for their benefit. LANDLORD understands situations may arise during TENANT'S Lease Period and requests that TENANT, TENANT'S relatives or person representing TENANT discuss any situation with LANDLORD in a professional manner. Any unprofessional behavior (cursing, raising of voice and any other negative attitude directed toward LANDLORD) via e-mail, phone or in person will not be accepted. TENANT understands if such an occurrence becomes a reality, LANDLORD has the option to request that the party which is acting in such a manner return when he/she can discuss the matter at hand in a professional manner. TENANT understands that LANDLORD does not relate to TENANT in such a way and LANDLORD requests TENANT treats LANDLORD with the same respect. If TENANT/TENANT'S family or person representing TENANT cannot conduct themselves in a professional, mature and appropriate manner, TENANT may be requested by LANDLORD to remove themselves from property and return when they can act appropriately.

**THIRTY-FIVE: SMOKE DETECTOR NOTICE**

For and in consideration of LEASE of which this is a part, the undersigned TENANT certifies that he or she has read and understands and agrees to the following:

- a) **Smoke Detector**  
TENANT acknowledges that the Unit is equipped with one or more smoke detectors; that TENANT has inspected the smoke detector(s), and that TENANT finds it/them to be in good working order.
- b) **Repair**  
TENANT agrees that it is TENANT'S duty to regularly test the smoke detector(s). TENANT further agrees to notify the LANDLORD immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and to notify the LANDLORD of the need to install, inspect or repair the smoke detector(s).
- c) **Maintenance**  
TENANT agrees to replace the smoke detector(s) battery if necessary. TENANT must not disconnect or intentionally damage a smoke detector or remove the battery of a smoke detector without immediately replacing it with a working battery. Non-compliance will result in a fifty U.S. dollar (\$50.00) fine.
- d) **Replacement**  
TENANT agrees to reimburse the LANDLORD, upon request, for the cost of a new smoke detector and the installation thereof in the event TENANT, his or her guests and/or invitees damage the existing smoke detector(s).







**LEASE AGREEMENT – GUARANTOR AGREEMENT**

STATE OF SOUTH CAROLINA, COUNTY OF PICKENS

This GUARANTEE OF LEASE is made and entered into as of today, (Date) \_\_\_\_\_ by and between **APM Clemson** ("LANDLORD") and \_\_\_\_\_ ("GUARANTOR") for \_\_\_\_\_ ("TENANT") who is an APPROVED occupant of \_\_\_\_\_ ("PREMISES") which is managed by APM Clemson, LANDLORD'S agent ("AGENT") located at 391 College Avenue, Suite 103, Clemson, SC 29631.

**WITNESSETH:** The GUARANTOR hereby guarantees his/her obligations under the LEASE AGREEMENT and all addenda attached. LANDLORD hereby rents and leases to TENANT who does hereby rent and lease from LANDLORD the following PREMISES ("PREMISES") under the following terms:

Complex, if applicable \_\_\_\_\_ ("DEVELOPMENT")  
Address \_\_\_\_\_  
Bedroom \_\_\_\_\_  
Lease Period \_\_\_\_\_ thru \_\_\_\_\_  
Installment Payment Due Date **first (1<sup>st</sup>) of every month**  
Lease Start Date \_\_\_\_\_ **no earlier than 10:00 a.m.**  
Move-out Date \_\_\_\_\_ **no later than 10:00 a.m.**  
Monthly Installment Amount GUARANTOR may verify amounts due/past due on Tenant Portal

**THREE: LEASE INSTALLMENTS/PAYMENTS** Payable as outlined in the **INSTALLMENTS/PAYMENTS SCHEDULE** below.  
LEASE Installments can be paid at the LANDLORD'S leasing office via check or money order payable to APM. **CASH WILL NOT BE ACCEPTED FOR ANY PAYMENT.** TENANT acknowledges GUARANTOR has executed AGREEMENT in connection with this LEASE, giving LANDLORD right to process Guarantor's payment for past due balance pursuant to LEASE terms including, *but not limited to*, installment payments, late fees, damages, repair costs due to TENANT'S neglect, animal violation charges, re-letting charges, utility charges, fines and/or other amounts ("Additional Rent") to authorized credit/debit card account on file if not paid by TENANT when due. LANDLORD may charge GUARANTOR'S authorized card as early as 12:01 a.m. on the sixth (6<sup>th</sup>) calendar day of month. Refer to GUARANTOR AGREEMENT for in-depth explanation. Returned payments for any reason will be subject to a \$50 per occurrence which will be charged to TENANT account.

<b>INSTALLMENTS/PAYMENTS SCHEDULE</b>	<b>Amount</b>
<u>One-Time Charges</u>	
Administration Fee (Non-refundable)	\$ _____ (due at lease signing)
Security Deposit	\$ _____ (equals one rent installment, due at lease signing)
Pet Fee (non-refundable)	\$ _____ (due at lease signing, If applicable)
	Refer to <b>THIRTEEN: PET POLICY</b>
Basic Move-out Fee (non-refundable)	\$ _____ (due 60 days prior to move-in)
Annual Rent Amount	\$ _____ (due in 12 equal installments)
<b>*Please note: First monthly installment is due 60 days prior to move-in.</b>	
<u>Monthly Charges</u>	
Entertainment Fee (Non-refundable)	\$ _____ (cable/internet, if applicable)
Monthly Pet Fee	\$ _____ (If applicable)
Total Monthly Installment	\$ _____ (Rent + Entertainment Fee + Pet Fee)
Lease Period	<b>Refer to Lease Start and Move-out Dates in Section ONE: GENERAL TERMS</b>

All checks, certified funds, and money orders should be made payable to **APM Clemson.**









This authorization does not facilitate a charge to the GUARANTOR'S credit/debit card account until 12:01 a.m. on the 6<sup>th</sup> calendar day of the month. Any unpaid balance at that time will be charged to GUARANTOR's authorized credit/debit card plus a seventy-five dollar (\$75.00) late fee beginning on the 6<sup>th</sup> calendar day of month.

To ensure timely payment of account balance and avoid late fees, visit tenant portal to enroll in automatic recurring payments so funds are automatically charged on the invoice due date.

### GUARANTOR CREDIT/DEBIT CARD AUTHORIZATION

#### Credit/Debit Card Information

Card Name \_\_\_\_\_  Visa  Mastercard  
Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Billing Address \_\_\_\_\_ CVV Code \_\_\_\_\_  
City/State \_\_\_\_\_ Billing Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

The e-mail address above will be used to give the GUARANTOR access to the Tenant Portal. A temporary password will be e-mailed to GUARANTOR at time of portal registration and can be changed after first login.

Mailing Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

***GUARANTOR understands that it is the sole responsibility of GUARANTOR to monitor payment status through Tenant Portal. Any delinquent balances after 12:01 a.m. on the 6<sup>th</sup> calendar day of month will be automatically charged to GUARANTOR.***

\_\_\_\_\_  
GUARANTOR PRINTED NAME                      GUARANTOR SIGNATURE                      DATE

\_\_\_\_\_  
LANDLORD PRINTED NAME                      LANDLORD SIGNATURE                      DATE

