



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").

The PREMISES is 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: That 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

Property, if applicable \_\_\_\_\_ ("DEVELOPMENT")
Address \_\_\_\_\_
Bedroom \_\_\_\_\_
Lease Period \_\_\_\_\_
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/FEE'S 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 provide APM Clemson with a signed LEASE AGREEMENT by October 15th, 2018, if he/she intends to renew the LEASE.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within Section ONE: GENERAL TERMS.

TENANT PRINTED NAME TENANT SIGNATURE DATE



**TWO: SECURITY DEPOSIT**

**1. When a Guarantor (someone who will co-sign for TENANT and will be dually liable for this lease and its terms) is provided by TENANT, a Security Deposit equal to \$\_\_\_\_\_ will be paid by TENANT upon signing lease.**

- Due immediately upon signing lease paid by check, money order, or certified funds 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 elects not to provide a Guarantor (TENANT seeks approval for tenancy based on own credentials), LANDLORD will require both of the following pre-requisites:**

- A Security Deposit equal to \$\_\_\_\_\_ as stated in **Section ONE: LEASE-GENERAL TERMS.**
- Financial documentation establishing reasonable “ability to pay” forecasting an amount three (3) times the Monthly Installment Amount provided to LANDLORD.

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 used as security for the full and faithful performance and observance of each term and covenant of the LEASE by TENANT, including without limitation, Monthly 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, consequently, cannot be applied to the final Monthly 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.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Section TWO: SECURITY DEPOSIT**.

\_\_\_\_\_  
TENANT PRINTED NAME

rev. 12/2017

\_\_\_\_\_  
TENANT SIGNATURE

2

\_\_\_\_\_  
DATE



**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, property damage, repair costs due to TENANT’S neglect, animal violation charges, re-letting charges, utility charges, fines and/or other amounts (referred to as additional rent) to such GUARANTOR’S authorized credit/debit card account on file if not paid by TENANT when due. Unpaid rent charges will be charged to the authorized credit/debit card account on file if payments are not received by 12:00 a.m. on the sixth (6<sup>th</sup>) day of the month if GUARANTOR is utilized by TENANT in conjunction with this LEASE. Refer to GUARANTOR AGREEMENT for in-depth explanation of such agreement. Returned payments for any reason will be subject to a fifty U.S. dollar (\$50.00) charge to TENANT/GUARANTOR per occurrence.

<b>INSTALLMENTS/PAYMENTS SCHEDULE</b>	<b>Amount</b>
Administration Fee (Non-refundable)	\$ _____
Pet Fee (Non-refundable)	\$ _____ (If applicable, refer to Pet Addendum)
Security Deposit	\$ _____
<b><u>TOTAL INITIAL PAYMENT</u></b>	\$ _____ (Admin Fee + Non-refundable Pet Fee + Security Deposit)
Monthly Installment Amount	\$ _____
Monthly Pet Fee	\$ _____ (If applicable)
<b><u>TOTAL MONTHLY INSTALLMENT DUE</u></b>	\$ _____ (Monthly Installment + Monthly Pet Fee)
Lease Period	<b><u>Refer to Lease Start and Move-out Dates in Section ONE: GENERAL TERMS</u></b>
<b><u>TOTAL PAYMENT OBLIGATION DUE</u></b>	\$ _____ (Total Initial Payment + 12 Monthly Installments)

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

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Section THREE: LEASE INSTALLMENTS/PAYMENTS**.

TENANT PRINTED NAME	TENANT SIGNATURE	DATE
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**FOUR: ADDITIONAL CHARGES & PAYMENTS**

TENANT agrees to pay all costs, or percentages of collections, to LANDLORD incurred during collection of a debt. A seventy-five U.S. dollar (\$75.00) late fee will be charged after 12:00 a.m. on the sixth (6<sup>th</sup>) calendar day of delinquency to all installments and charges due and billed to TENANT including without limitation utility and damage charges, additional rent, not received by LANDLORD or posted to Tenant Portal as outlined in **Section THREE: LEASE INSTALLMENTS/PAYMENTS**. An additional late fee of seventy-five U.S. dollars (\$75.00) will be assessed for any outstanding balance on the tenth (10<sup>th</sup>) calendar day of the month and every five (5) days thereafter until outstanding balance including late fees is paid in full. TENANT AGREES THAT ALL INSTALLMENTS/PAYMENTS/FEES COLLECTED BY LANDLORD SHALL BE APPLIED TO OLDEST CHARGE FIRST AND THE BALANCE TO NEWER CHARGE. LANDLORD has the right to pursue TENANT in Court for all outstanding installments/payments/fees plus cost of collections including without limitation filing fees, attorney charges and staff resources. Outstanding balances owed to LANDLORD shall be applied to TENANT until paid in full. TENANT also agrees to pay a fifty U.S. dollar (\$50.00) fee for any installments/payments/fees paid by TENANT, as outlined in this lease, returned by bank for any reason including account holder-requested stop payments.

**FIVE: UTILITIES**

LANDLORD agrees to furnish essential services. LANDLORD shall not be responsible for any interruption, shortage or reduction of utilities and free amenities supplied to PREMISES; however, if such interruption, shortage or reduction is caused by LANDLORD, then LANDLORD agrees to use reasonable efforts to restore utilities and free amenities as soon as reasonably and practically possible.



**TENANT is responsible for all Utilities**

TENANT shall be responsible for activation of utility, in the TENANT’S name, with the appropriate public utility company and all necessary deposits **no later than one (1) week, seven (7) days**, prior to Lease Start Date. If TENANT fails to pay these charges when due, LANDLORD shall be entitled, but not obligated, to make payment, the amount of which will be immediately due and payable as additional rent to LANDLORD. Upon vacating the PREMISES, TENANT shall **not disconnect** the utilities **until one (1) week, seven (7) days**, after LEASE termination. Tenant shall pay LANDLORD immediately for the cost of reconnecting the utilities if TENANT violates this policy.

**Utilities included in Monthly Installment**

- Electric                       Water/Sewer                       Dumpster                       Cable/Internet

Utilities marked above by an “” are provided. Utilities may be used only for normal household purposes and must not be wasted. If abuse or waste of utilities is detected/suspected or there is an increase in a utility’s rate, we have the right to notify you of an increase in the base rent. After date of such notice, you are required to pay the higher charge.

**SIX: EXCESS UTILITY CHARGES**

If applicable, utilities provided by LANDLORD are included in Monthly Installment Amount. However, if total utility charge exceeds the allotted amount, per PREMISES, stated below, TENANT shall immediately reimburse LANDLORD, as additional rent. TENANT’S pro rata shares of utility charges for any one-month period are:

Electric \$ \_\_\_\_\_      Water/Sewer \$ \_\_\_\_\_      Cable/Internet \$ \_\_\_\_\_

**SEVEN: INTERRUPTION OF SERVICE**

LANDLORD shall not be responsible for any interruption, shortage or reduction of utilities and free amenities supplied to PREMISES; however, if such interruption, shortage or reduction is caused by LANDLORD, then LANDLORD agrees to use reasonable efforts to restore utilities and free amenities as soon as reasonably and practically possible. TENANT shall receive no rent reduction, nor will LANDLORD be liable to TENANT, due to repairs/interruption of utility services or amenities including but not limited to cable/internet, appliances, or equipment in or about the PREMISES or due to defects in the PREMISES, or the inability of LANDLORD to obtain fuel (i.e., propane, etc.), utilities, or repair/replacement parts.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections FOUR: ADDITIONAL CHARGES & PAYMENTS, FIVE: UTILITIES, SIX: EXCESS UTILITY CHARGES, and SEVEN: INTERRUPTION OF SERVICE.**

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 TENANT PRINTED NAME                                      TENANT SIGNATURE                                      DATE

**EIGHT: 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 inequity 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 PREMIES 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 and relocation assistance when available. 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.

**NINE: LEASE CHANGES**

**LEASE TRANSFER**

If TENANT requests changes be made to LEASE for any reason, TENANT is unable to fulfill their obligations of LEASE, and/or TENANT requests consent to end LEASE by providing a replacement, TENANT acknowledges that he/she will be required to pay a one-hundred U.S. dollar (\$100.00) non-refundable administration fee, upon approval. The replacement TENANT must complete the application process and pay a fifty U.S. dollar (\$50.00) non-refundable administration fee plus a full Security Deposit upon application approval.

**ASSIGNMENT OR SUBLETTING**

TENANT shall not be entitled to assign or sublet the PREMISES or any portion, thereof, without the express **prior** written consent of LANDLORD; and all parties comprising the TENANT (the remaining Co-tenants) must approve any assignment or subletting by any individual comprising the TENANT. 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. If approved, Sub-lessor 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 Sub-lessee 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.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections EIGHT: TERMINATION OF LEASE BY LANDLORD and NINE: LEASE CHANGES.**

\_\_\_\_\_

TENANT PRINTED NAME

TENANT SIGNATURE

DATE

**TEN: 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.

**ELEVEN: 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 taking possession of PREMISES. 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.

**TWELVE: SALE OF PREMISES**

Any sale of PREMISES shall not affect LEASE or any TENANT obligations. LANDLORD will be released from all obligations under this LEASE upon such sale. The new LANDLORD of the PREMISES will be responsible for the duties of LANDLORD from and after the date of such sale.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections TEN: CASUALTY, ELEVEN: MOVE-IN, and TWELVE: SALE OF PREMISES.**

\_\_\_\_\_

TENANT PRINTED NAME

TENANT SIGNATURE

DATE



### **THIRTEEN: 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.
- Clean entire PREMISES and remove all trash, personal items, and other debris from PREMISES.
- Lock and fasten all doors and windows.
- Carpet cleaning fee has been paid with last Monthly Installment (**Section TWENTY-SIX: CLEANING/DAMAGE**).
- 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. APM Clemson 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.

### **FOURTEEN: PET POLICY (IF APPLICABLE)**

**ABSOLUTELY NO PETS OR ANIMALS ARE 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. Exceptions: some pets are allowed but written permission must first be obtained from LANDLORD. If **prior** written permission is granted, TENANT will be required to pay a non-refundable pet fee of \$ N/A. LANDLORD reserves the right to exercise absolute discretion in allowing and revoking rights of such pets for any reason. All pets, if approved must be on a leash always.

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 FOURTEEN: 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 three-hundred U.S. dollars (\$300.00) per day in which the unauthorized pet/animal resides in PREMISES. This service fee will stop being assessed once either a pet addendum is signed, and 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 an Assistance Animal must have **prior** written approval from LANDLORD before animal may occupy PREMISES. Approval requires proper documentation completed by a medical doctor supporting TENANT'S 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".



**FIFTEEN: 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.).

**SIXTEEN: LOCKOUTS**

Assistance from LANDLORD for lockouts will be assessed a fifty U.S. dollar (\$50.00) service fee during business hours and 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 any damages caused by TENANT or their guests trying to access PREMISES or interior rooms without keys or codes.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections THIRTEEN: MOVE-OUT, FOURTEEN: PET POLICY (IF APPLICABLE), FIFTEEN: DOOR KEYS & CODES, and SIXTEEN: LOCKOUTS.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

**SEVENTEEN: RULES & REGULATIONS**

TENANTS are required to adhere to all policies and regulations outlined below and in any publications designed for specific residential areas.

**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**

Parking is for operational vehicles only. TENANT with a valid LEASE and a current year parking decal sticker\* 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 is 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 balcony/patio neat and clean. Plants and outdoor furniture are acceptable. Balcony/patio is not a storage area. TENANT must keep balcony/patio free of indoor items, including but not limited to mops, appliances, drying clothing/towels, trash, bicycles/scooters, etc. 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 and stoppages 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. Stoppages 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 or feminine products in toilet, or put foreign objects in disposal. Food items not meant for disposals include without limitation banana peels, corn shucks, egg shells, onion, and celery. Use only detergent intended for dishwashers when operating dishwasher.*

### 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 fifty U.S. dollar (\$50.00) 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 is not permitted.

**n. Fire Hazards**

Gas/charcoal 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 FOURTEEN: 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.
- 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.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Section SEVENTEEN: RULES & REGULATIONS.**

TENANT PRINTED NAME

TENANT SIGNATURE

DATE



#### **EIGHTEEN: VEHICLE PARKING**

Parking is a privilege that can be revoked at any time. All TENANT vehicles parked in the parking areas must be legally parked and display a valid parking decal sticker (if applicable). Any vehicle parked on PREMISES without a valid parking decal sticker (if applicable) in plain view will be towed at vehicle owner's risk and expense. TENANT will obey parking/speed regulations always. TENANT is permitted to park one properly tagged vehicle in designated parking areas only if the vehicle is a functioning passenger motor vehicle or truck whose appearance, in LANDLORD'S reasonable opinion, does not detract from PREMISES. TENANT is not permitted to park, maintain or otherwise have any commercial vehicles or trucks more than 3/4-ton GVW, trailers, campers or boats in or about PREMISES. TENANT shall not use any parking area on LANDLORD'S property for the storage or repair of any motor vehicle or other property. Violators will be towed at owner's expense/risk. LANDLORD will not be responsible for any costs incurred for the removal of any parked vehicles.

TENANT'S guests shall park in designated visitor parking only, if available. It is TENANT'S sole responsibility to direct their visitors to the designated visitor parking area. Any violations will result in towing of vehicle or other property at the owner's expense/risk. LANDLORD will not be responsible for any costs incurred for the removal of any parked vehicles. If TENANT fails to comply with any portion of this policy, TENANT will be solely responsible for all expenses associated with non-compliance. Any vehicle or other property improperly parked including but not limited to parking in spaces that TENANT'S permit does not allow or to block or inhibit access to any dumpster or fire lane or handicapped parking spot will be towed, or otherwise removed, at its TENANT'S sole risk and expense. TENANT agrees that LANDLORD shall not be responsible for any loss or damage to motor vehicle or articles left in the motor vehicle, parked on PREMISES by TENANT or their guests.

#### **NINETEEN: USE OF PREMISES**

TENANT shall use PREMISES for residential purposes only. No commercial venture or business of any kind may be operated from PREMISES, including internet/web/server/hosting based business utilizing LANDLORD'S internet or IT infrastructure. All parties living in PREMISES must be a party on the current, executed LEASE, except for minor children. TENANT may allow temporary guests to stay on PREMISES, only with consent of all roommates in PREMISES and written notification to LANDLORD, a maximum of ten days per calendar month. Use of PREMISES, balconies, provided by LANDLORD shall be at the risk of TENANT, TENANT'S guests, employees and agents, each of whom does hereby release and indemnify LANDLORD from and against any claim, demand, debt, liability, judgment, cost or expense, damage to person or property or injury to or death of any person arising out of use of such common areas. TENANT covenants that he/she will (a) keep the part of PREMISES he/she uses and occupies safe and sanitary; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner in the garbage receptacles provided by LANDLORD for that purpose only; (c) refrain and forbid guests from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or any part of PREMISES or common area; (d) conduct himself/herself and require his/her guests to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of PREMISES. TENANT shall not allow any hair, thread, razors, toothbrushes, bottle caps, rags, paper towels or rubbish of any kind to enter the drainage pipes of the toilet, sinks or bathtub of the PREMISES. TENANT shall be billed for the labor and parts to repair damages due to such negligence. Such damages that occur in the shared areas of PREMISES are the shared responsibility of TENANTS and resulting charges shall be divided between every TENANT of PREMISES unless one TENANT willingly assumes responsibility for said damage.

#### **TWENTY: DISTURBANCES**

TENANT shall maintain order on PREMISES and shall not make or permit any improper noises on PREMISES or interfere in any way with other TENANTS or those having business with them. Nor shall TENANT or their guests act in a disorderly, boisterous, or unlawful manner or disturb the rights, comforts, or conveniences of other persons in the area in which PREMISES are located. TENANT agrees to comply with all rules, orders, ordinances, and ALL local, state, and federal regulations of the United States and all policies and regulations of LANDLORD (**Section SEVENTEEN: RULES & REGULATIONS**). TENANT agrees to observe traffic regulations concerning speed limits and parking on property. TENANT also will observe such other and reasonable rules and regulations as LANDLORD, in the judgment of LANDLORD, may from time to time promulgate in writing to TENANT for the safety, care and cleanliness of PREMISES, the building, and for the preservation of good order therein. In this regard, LANDLORD reserves the right to terminate this LEASE if LANDLORD determines that TENANT has demonstrated behavior that significantly disrupts or poses a danger to PREMISES, common areas, neighboring TENANT or other parts or aspects of the community in which TENANT is located.

#### **TWENTY-ONE: ILLEGAL DRUGS**

If TENANT or their guests, engage in, permit or facilitate any drug related criminal activity on or about PREMISES, TENANT will be deemed to have substantially and materially breached this LEASE with such breach being grounds to immediately terminate TENANT'S occupancy of the PREMISES. The term "drug-related criminal activity" means the illegal Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or if the LANDLORD has actual knowledge of or has reasonable cause to believe that the TENANT or any person on the PREMISES with the consent of the TENANT previously has or presently is engaged in any violation as described by South Carolina DAODAS (Department of Alcohol and Other Drug Abuse Services, <http://www.daodas.state.sc.us/>). Termination for such acts will be at the discretion of LANDLORD.



#### **TWENTY-TWO: 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.

#### **TWENTY-THREE: 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.

#### **TWENTY-FOUR: 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 smoke/fire detectors not working properly 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-SIX: 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 60-watt 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, and toilets clear of all blockages including but not limited to hair, grease, 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-FIVE: 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-SIX: 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.



By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections EIGHTEEN: VEHICLE PARKING, NINETEEN: USE OF PREMISES, TWENTY: DISTURBANCES, TWENTY-ONE: ILLEGAL DRUGS, TWENTY-TWO: LIABILITY OF LANDLORD, TWENTY-THREE: NON-WAIVER, TWENTY-FOUR: MAINTENANCE and TWENTY-FIVE: NORMAL WEAR & TEAR.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

**TWENTY-SIX: CLEANING/DAMAGES**

TENANT is expected to leave the unit in the exact same or better condition it was prior to their occupancy less normal wear and tear as defined by 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.

CARPET CLEANING

Upon TENANT vacating PREMISES, carpet in each room will be cleaned in its entirety by a LANDLORD-appointed professional carpet-cleaning subcontractor. Charge for carpet cleaning will be due with the last Monthly Installment. If payment for carpet cleaning is not included with the last Monthly Installment, there will be a seventy-five dollar (\$75.00) late fee added to the amount for carpet cleaning. Separate payment should be made payable to **APM Clemson** by check, money order, or certified funds.

Carpet Cleaning Fee Schedule - \$36.00 per room for basic cleaning\*

TENANTS will pay one carpet cleaning fee for TENANT'S specific bedroom/bathroom plus a shared fee for the common areas of the PREMISES.

\*Additional charges for heavily soiled carpet due to foot traffic, pets, etc.

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 ELEVEN: MOVE-OUT**). Minimum cleaning and item/trash removal charges are listed below:

Studio	\$110			Items/Trash	\$50/trash bag
1-Bedroom Unit	\$150	Single Bedroom/Bathroom (Only)	\$75	Furniture	\$100/piece
2-Bedroom Flat	\$185	2-Bedroom Townhouse	\$195		
3-Bedroom Flat	\$215	3-Bedroom Townhouse	\$225		
4-Bedroom Flat	\$255	4-Bedroom Townhouse	\$260		

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	\$30-\$500	Painting	\$60-\$750	Doors	\$75-\$800
Window blinds	\$60-\$120	Air filter	\$35	Clogs/blockages	\$60-\$100
Flooring	TBD	Appliances	TBD	Fire extinguisher	\$45-\$100



**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-\$250	Window screen	\$75-\$100	Light bulbs	\$10 each
Fire extinguisher	\$45-\$100	Doors	\$75-\$800	Towel bar	\$30-\$75
Countertops	\$100-\$2,000	Fridge shelf/drawer	\$50-\$150	Door keys/locks	\$50-\$100
Window blinds	\$60-\$120	Mirrors	\$75-\$200	Light globes	\$30-\$100
Drip pans	\$30-\$45	Appliances	TBD	Flooring	TBD

For all cleaning, damages, and replacements a twenty-five percent (25%) service charge may be added for administration/scheduling/labor to above costs.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections TWENTY-SIX: CLEANING/DAMAGES.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

**TWENTY-SEVEN: 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-EIGHT: 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 provided that 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 termite, insect, or pest treatment and maintenance or repairs to heating and air conditioning system or components) provided that, prior to entering, the LANDLORD announces his/her intent to enter to perform services;
- 4) between the hours of 8:00 a.m. and 8:00 p.m. for the purposes of providing services requested by the TENANT/TENANT'S ROOMMATES/APPROVED OCCUPANTS; provided that, prior to entering, the LANDLORD announces his/her intent to enter to perform services.

**TWENTY-NINE: 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.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections TWENTY-SEVEN: APARTMENT ALTERATIONS, TWENTY-EIGHT: LANDLORD ENTRY & INSPECTIONS, and TWENTY-NINE: HOMESTEAD EXEMPTION.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE



### **THIRTY: 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 for winter months for heating 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.

### **THIRTY-ONE: 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.

### **THIRTY-TWO: FIRE SAFETY**

Open flames, extension cords, space heaters, barbecue 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.

### **THIRTY-THREE: 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 TENANT'S 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.

### **THIRTY-FOUR: 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-FIVE: 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-SIX: 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-SEVEN: TIME IS OF THE ESSENCE**

Time is of the essence as it pertains to this lease.

**THIRTY-EIGHT: SEVERABILITY**

If any provision of this LEASE or application hereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this LEASE which can be given effect without the invalid provision or application; and to this end, the provisions of this LEASE are declared to be severable.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections THIRTY: CLIMATE CONTROL, THIRTY-ONE: COMMON AREAS, THIRTY-TWO: FIRE SAFETY, THIRTY-THREE: INDEMNITY, THIRTY-FOUR: INSURANCE, THIRTY-FIVE: BINDING EFFECT & APPLICABLE LAW, THIRTY-SIX: NOTICES & SERVICES OF PROCESS, THIRTY-SEVEN: TIME IS OF THE ESSENCE, and THIRTY-EIGHT: SEVERABILITY.**

TENANT PRINTED NAME	TENANT SIGNATURE	DATE
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**THIRTY-NINE: SUBORDINATION, ATTORMENT, 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.

**FORTY: 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.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections THIRTY-NINE: SUBORDINATION, ATTORNMENT, ESTOPPEL CERTIFICATES, and FORTY: RESPECT OF & INTERACTION WITH LANDLORD.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

**FORTY-ONE: 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 as of the date of initial occupancy, 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. TENANT may be subject to damage, civil penalties and attorney's fees for not complying with this provision.

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).

e) **Disclaimer**

TENANT acknowledges and agrees that the LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction of the smoke detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by LANDLORD, its agents or employees to TENANT regarding said smoke detector(s), or the alleged performance of the same, LANDLORD neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose, or habitability, or any and all other expressed or implied warranties, except as expressly provided in statute, LANDLORD shall not be liable for damages or losses to person or property caused by (1) TENANT'S failure to regularly test the smoke detector(s); (2) TENANT'S failure to notify LANDLORD of any problem, defect, malfunction, or failure of the smoke detector(s); (3) theft of the smoke detector(s). There are no warranties, which extend beyond the description on the face hereof.

By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within **Sections FORTY-ONE: SMOKE DETECTOR NOTICE.**

\_\_\_\_\_  
TENANT PRINTED NAME

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE





**FORTY-TWO: ENTIRE LEASE, LEASE APPLICATION, GUARANTOR AGREEMENT, PET POLICY ADDENDUM, MOVE-IN INSPECTION, MOVE-IN DOCUMENTS**

The following listed associated addenda/agreements/amendments if applicable are expressly made part of LEASE and the combination of which contains the entire LEASE of the TENANT and LANDLORD and can only be changed in writing when signed by both TENANT and LANDLORD except when LANDLORD may unilaterally modify the rules and regulations contained herein in accordance with **Section SEVENTEEN: RULES & REGULATIONS**.

- Lease Application – completed prior to lease signing.
- Guarantor Agreement (If applicable) – separate document signed by a guarantor; negates the need of additional Security Deposit above and beyond the required amount.
- Pet Policy Addendum (If applicable) – only completed if a pet will be residing on PREMISES.
- Other Lease Addenda/Amendments/Written Agreements (If applicable) – would be enforced in conjunction with this LEASE.

The following forms/addenda will be completed and signed upon Lease Start Date and made available on Tenant Portal after completion.

- Move-In Inspection is completed by TENANT through Tenant Portal.
- Move-In Documents received upon picking up door keys/key codes no earlier than Lease Start Date.

All changes to LEASE or any other documentation/agreements/addenda/amendments/installment payment due dates or any other term/conditions in association with LEASE must be completed in writing and agreed upon and signed by both TENANT and LANDLORD. Verbal agreements will not be accepted or enforceable between TENANT and LANDLORD.

***IN WITNESS WHEREOF, both TENANT and LANDLORD have executed in duplicate the entire contents of this LEASE. By signing in the designated area below, TENANT acknowledges reading/understanding and will abide by the terms and conditions contained within this LEASE and all addenda/agreements/amendments and any other applicable documentation associated with said LEASE in its entirety and understands it is his/her right to consult with an attorney concerning this LEASE and all associated addenda/agreements/amendments and applicable documentation. The TENANT further acknowledges and agrees that this LEASE and all attached/associated addenda/amendments/agreements and applicable documentation, when signed, are all binding legal obligations of TENANT.***

_____	_____	_____
TENANT PRINTED NAME	TENANT SIGNATURE	DATE
_____	_____	_____
WITNESS PRINTED NAME	WITNESS SIGNATURE	DATE
_____	_____	_____
LANDLORD PRINTED NAME	LANDLORD SIGNATURE	DATE





LEASE AGREEMENT – GUARANTOR AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF PICKENS

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

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

Property, if applicable \_\_\_\_\_ ("DEVELOPMENT")
Address \_\_\_\_\_
Bedroom \_\_\_\_\_
Lease Period \_\_\_\_\_
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.

Monthly Installment Amount GUARANTOR shall verify amounts due/past due on Tenant Portal

THREE: LEASE INSTALLMENTS/PAYMENTS Payable as outlined in the INSTALLMENTS/PAYMENTS SCHEDULE below. LEASE Installments/Payments can be made at the LANDLORD'S leasing 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 the LEASE, including but not limited to installment payments, late fees, property damage, repair costs due to TENANT'S neglect, animal violation charges, re-letting charges, utility charges, fines and/or other amounts (referred to as additional rent) to such GUARANTOR'S authorized credit/debit card account on file if not paid by TENANT when due. If GUARANTOR is utilized by TENANT in conjunction with this LEASE, any unpaid rent charges will be charged to the authorized credit/debit card account on file if payments are not received by 12:00 a.m. on the sixth (6th) day of the month. Refer to GUARANTOR AGREEMENT for in-depth explanation of such agreement. Returned payments for any reason whatsoever will be subject to a \$50 per occurrence charge to TENANT/GUARANTOR.

Table with 2 columns: INSTALLMENTS/PAYMENTS SCHEDULE and Amount. Rows include Administration Fee, Pet Fee, Security Deposit, TOTAL INITIAL PAYMENT, Monthly Installment Amount, Monthly Pet Fee, TOTAL MONTHLY INSTALLMENT DUE, Lease Period, and TOTAL PAYMENT OBLIGATION DUE.

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

GUARANTOR acknowledges reading/understanding Excerpt Section THREE: LEASE INSTALLMENTS/PAYMENTS.

GUARANTOR PRINTED NAME

GUARANTOR SIGNATURE

DATE



**1. GUARANTOR'S Guaranty Representation**

The undersigned unconditionally guarantees to LANDLORD the full and timely performance of all TENANT'S covenants, conditions, and agreements in the LEASE, including without limitation the payment of rent and other charges due under the LEASE. In addition, the undersigned expressly agrees that the validity of this Guaranty of LEASE ("GUARANTY") and the obligations of the undersigned shall not be terminated, affected, or impaired by reason of (i) any forbearance, receipt of release of security, settlement or compromise between LANDLORD and TENANT, (ii) the invalidity of the LEASE for any reason whatsoever, or (iii) the release of TENANT from any of TENANT'S obligations under the LEASE by operation of law or otherwise, including without limitation, the rejection or assignment of the LEASE in connection with any bankruptcy proceeding. The GUARANTOR understands and represents that the information submitted in TENANT'S rental application and GUARANTOR'S "Request for Guarantor Information" survey was true and complete and authorizes the verification of same and the performance of a credit check on GUARANTOR by any means. GUARANTOR acknowledges that false information contained in TENANT'S rental application or GUARANTOR'S "Request for Guarantor Information" may constitute grounds for rejection of TENANT'S rental application, termination of TENANT'S right of occupancy and non-return of deposits. GUARANTOR further acknowledges that an investigative consumer report including information as to character, general reputation, personal characteristics and mode of living, whichever are applicable, of the GUARANTOR may be made and that any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the person's right under The Fair Credit Reporting Act. GUARANTOR hereby authorizes LANDLORD or LANDLORD'S agents to obtain and hereby instructs any consumer reporting agency designated by LANDLORD or LANDLORD'S agents to furnish a consumer report under The Fair Credit Reporting Act to LANDLORD or LANDLORD'S agents to use such consumer report in attempting to collect any amounts due and owing under the LEASE of the GUARANTY or for any other permissible purpose. You as the GUARANTOR signing this contract, guarantee all obligations of TENANT under the ratified LEASE, including but not limited to rent, late fee, property damage, repair costs, animal violation charges, re-letting charges, utility charges, fines and other amounts which may become due.

**2. No Duty to Pursue Others**

It shall not be necessary for LANDLORD (and GUARANTOR hereby waives any rights which GUARANTOR may have to require LANDLORD), in order to enforce such payment by GUARANTOR, first to (i) institute suit or exhaust remedies against TENANT with respect to TENANT'S obligations, (ii) enforce or exhaust any of LANDLORD'S rights or remedies against any collateral or security which shall ever have been given to secure the TENANT'S performance of the TENANT'S obligations, (iii) join TENANT in any action seeking to enforce the GUARANTY or (iv) resort to any other means of obtaining payment of the TENANT'S obligations. AGENT also shall not be required to mitigate damages or take any other action to reduce, collect or enforce the TENANT'S obligations, except as otherwise required by law.

**3. Payment of Expenses**

In the event the GUARANTOR should breach or fail to timely perform any provisions of the GUARANTY, GUARANTOR shall, immediately upon demand by LANDLORD, pay LANDLORD all reasonable costs and expenses including court costs and reasonable attorney's fees) incurred by LANDLORD in the enforcement hereof or the preservation of LANDLORD'S rights hereunder. This covenant shall survive the payment and performance of the TENANT'S obligations.

**4. Credit/Debit Card Agreement**

All GUARANTORS must complete the Credit/Debit Card form on page 3 of the Agreement. The authorization form authorizes LANDLORD to charge amounts remaining past due at 12:00 a.m. on the 6<sup>th</sup> day. Such payment shall be for sums due but not limited to rent, late fees, property damage, repair costs, animal violation charges, re-letting charges, utility charges, fines or other amounts outstanding. Failure to provide updated Credit or Debit Card is grounds for default of the LEASE and is a direct breach of the GUARANTY.

**5. Other Required Documents from GUARANTOR**

GUARANTOR must provide a copy of a State-issued photo ID with the signed GUARANTOR AGREEMENT.

***GUARANTOR understands that it is the sole responsibility of the GUARANTOR to monitor payment status through Tenant Portal. Any delinquent invoices over five (5) days from due date will automatically be charged to any combination of GUARANTOR'S Credit/Debit card account on file at 12:00 a.m. on the 6<sup>th</sup> day.***



**6. Entire Agreement**

This GUARANTY, the LEASE and all associated addenda contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter and cannot be amended or supplemented except by written instrument signed by both GUARANTOR and LANDLORD.

**7. Binding Nature**

The rights and obligations of the parties to this agreement will be binding on, and will be of benefit to, each of the parties' successors, assigns, heirs and estates. IF THIS GUARANTY IS NOT RETURNED WITHIN TEN (10) DAYS AFTER THE DATE REQUESTED BY LANDLORD, TENANT WILL BE REQUIRED TO PROVIDE ADDITIONAL SECURITY, AS DEEMED ADEQUATE BY LANDLORD TO SUFFICIENTLY SECURE THE LEASE, AND FINANCIAL DOCUMENTATION SUBSTANTIATING TENANT'S ABILITY TO PAY. IN SUCH EVENT THAT A SIGNED GUARANTY IS NOT PROVIDED TO LANDLORD AND TENANT FAILS TO PROVIDE ADDITIONAL SECURITY (WHICH MAY INITIALLY BE COLLECTED AS PART OF AN ADMINISTRATION FEE, LANDLORD WILL SEEK THESE AMOUNTS OR EVICTION AS THE RESULT OF THIS DEFAULT OF LEASE, IN A COURT OF LAW. SHOULD GUARANTOR FAIL TO PROVIDE CONTINUOUS, UPDATED AND VALID CREDIT/DEBIT ACCOUNT INFORMATION ON FILE WITH LANDLORD, THE LEASE WILL BE IN DEFAULT. AS A RESULT, THIS GUARANTY WILL HAVE BEEN BREACHED AND LANDLORD'S REMEDY AGAINST BOTH TENANT AND GUARANTOR ALIKE WILL BE SOUGHT IN A COURT OF LAW.

GUARNATOR acknowledges reading/understanding the LEASE AGREEMENT – GUARANTOR AGREEMENT and understands his/her right to consult with an attorney concerning the LEASE AGREEMENT – GUARANTOR AGREEMENT and all other addenda associated with the LEASE AGREEMENT and GUARANTOR AGREEMENT.

EXECUTED as of the date first written above:

_____	_____	_____
GUARANTOR PRINTED NAME	GUARANTOR SIGNATURE	DATE
Mailing Address _____		
City/State/Zip Code _____		
Phone _____	E-mail Address _____	
Social Security No. _____	Birth Date _____	
Driver's License No. _____	State of Issue _____	
Daytime Phone No. _____	Employer _____	
Monthly Income _____		



This authorization does not facilitate a charge to the GUARANTOR'S credit/debit card account on the invoice due date. Allowing payment to remain past due until the GUARANTOR credit/debit card account is charged will result in a seventy-five dollar (\$75.00) late payment fee on the 6<sup>th</sup> day after the due date. To ensure timely payment of invoices and avoidance of late payment fees, please visit tenant portal to enroll in automatic recurring payments so funds are automatically charged on the invoice due date (additional charges may be applicable).

### GUARANTOR CREDIT/DEBIT CARD AUTHORIZATION

#### Credit/Debit Card Information

Name on Card \_\_\_\_\_ Type of Card \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Billing Address \_\_\_\_\_

City/State/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 and can be changed after first login.

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

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

***GUARANTOR understands that it is the sole responsibility of the GUARANTOR to monitor payment status through Tenant Portal. Any delinquent invoices over five (5) days from due date will be automatically charged to GUARNATOR.***

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

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

