



# Residential Lease

**APARTMENT – CONDOMINIUM – HOUSE**

Date \_\_\_\_\_

**Lessor:** 1 Source Property Management herein referred to as Lessor

Lessee \_\_\_\_\_ herein referred to as Lessee

Lessee \_\_\_\_\_ herein referred to as Lessee

Duration \_\_\_\_\_ months

To commence on \_\_\_\_\_, and to end on \_\_\_\_\_, at 12 o'clock p.m.

Property Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County of \_\_\_\_\_

State of South Carolina

**BY THIS AGREEMENT** made and entered into on the date listed above, the Lessor leases to the Lessee(s) listed above, for the duration listed above, to commence and end on the dates listed above the premises situated at the address above.

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month in advance on the first day of each calendar month.

**1.1 Discounted Rent.** Lessor agrees to the above listed rent, reflecting a discount in the amount of (\$ \_\_\_\_\_). The reduction/discount will remain in effect, for the duration of Lessee's employment in the U.S. Armed Forces, or the term of the lease, whichever terminates sooner.

Lessee's Initials \_\_\_\_\_ Lessee's Initials \_\_\_\_\_

**2. Security Deposit.** On execution of this lease, Lessee deposits with Lessor

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (the amount of ONE month's discounted rent) receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

**3. Form of Payment.** Lessee agrees to pay rent each month in the form of electronic payment (any service, or other fees to be paid by Lessee), OR electronic deposit, OR direct deposit, OR ACH authorization, OR one cashier's check (\$5 processing fee applied), OR one money order (\$5 processing fee applied) made out to 1 Source Property Management.

**4. Late Payments.** Payments are considered late on or after the 6<sup>th</sup> day of the month. Any payments *received* after the 5<sup>th</sup> day of the month will be considered late and subject to a penalty as described below. Lessee shall pay a late fee in the amount of Seventy Five Dollars (\$75) Plus an additional (\$5) per day the payment is/was late. If payment is not received by the 5<sup>th</sup> day of the month more than (2) consecutive times or (3) cumulative times, Lessee agrees to an increase in the rent by (\$50) per month.

Lessee's Initials \_\_\_\_\_ Lessee's Initials \_\_\_\_\_

**5. Consent to and Acknowledgment of Email Notifications.** In accordance to S.C. Sections 27-40-240, Lessee consents to email as a reasonably calculated form of communication, and acknowledges receipt of any communication sent to the email address below.

\_\_\_\_\_  
\_\_\_\_\_

**6. Returned Checks.** If, for any reason, a payment by Lessee to pay Lessor is returned without having been paid, Lessee will pay a fee of Fifty Dollars (\$50) to lessor. After the second occurrence of a returned payment, lessee must thereafter submit a secure payment, such as a cashier's check or money order for all subsequent payments to lessor.

**7. Quiet Enjoyment.** Lessor agrees that, on paying the rent and performing the covenants herein contained, Lessee shall have use, possession, and quiet enjoyment, pursuant to South Carolina law, for the agreed term.

**8. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**9. Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than \_\_\_\_\_ (\_\_\_\_), persons, consisting of \_\_\_\_\_ (\_\_\_\_), adults and \_\_\_\_\_ (\_\_\_\_), children under the age of 18 years, without the written consent of Lessor.

**10. Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

**11. Keys.** Lessee will be given two (2) key(s) to the premises, If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Twenty-Five Dollars (\$25).

**12. Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with Two duplicate key per lock.

**13. Lockout.** If Lessee becomes locked out of the premises and can not contact Lessor or management, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

**14. Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner.

**15. Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

**16. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, without the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**17. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**18. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**19. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

**20. Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day, with advance notice.

**21. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; and, at lessee's sole expense, shall make all required repairs whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**22. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**23. Insurance.** Lessor has obtained insurance to cover fire damage to the building itself occurring as a result of property defects or Lessor's negligence. Lessor's or lessor's insurance is not responsible to any resident, guest, or occupant for any reason. Lessor's insurance does not cover Lessee's possessions, Lessee's negligence, Lessee's personal injury, Lessee's guests' personal injury. Lessee shall obtain a Lessee's insurance policy to cover personal injury, damage or loss of personal possessions, as well as losses resulting from their negligence. **Lessee's policy must name lessor as an additional insured, and provide a copy to the lessor within 30 days of taking possession.**

Lessee's Initials \_\_\_\_\_ Lessee's Initials \_\_\_\_\_

**24. Pets.** Pets shall not be allowed without the prior written consent of the Lessor. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

**25. Furnishings:** Appliances (stove, refrigerator, dishwasher, washer, dryer, ect.) are supplied as a courtesy. In the event of any appliance failing or in needing repair the Lessor is not responsible for the repair or replacement of appliances. Any appliance failure does not negate responsibility of the Lessee to pay rent in full.

**26. Display of Signs.** During the last Ninety (90) days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

**27. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

Lessee's Initials \_\_\_\_\_ Lessee's Initials \_\_\_\_\_

**28. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**29. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on Ninety (90) days' written notice served by either Lessor or Lessee on the other party.

**30. Notice of Intent to Vacate.** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**31. Surrender of Premises.** At the expiration of the lease term, or upon the sale of the property (30 day notice

required) Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**32. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom.

**33. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**34. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**35. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**36. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**37. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**38. Lessor's Liability:** If the demised premises, or any part thereof, shall be partially damaged due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessee and there shall be no liability for lessor. Lessor may not be held responsible for liability caused by lessee's actions or actions of his employee, family, agent, or visitor.

**39. Other Terms:** Lessee agrees to the condition of no smoking and assumes all liability for damages by smoking. No lessee or his employee, family, agent, or visitor shall be permitted to smoke inside the house or garage.

**40. EVICTION NOTICE: IF YOU DO NOT PAY YOUR RENT ON TIME THIS IS YOUR NOTICE:** If you do not pay your rent within 5 days of due date the landlord can start to have you evicted and may terminate the rental agreement, as this constitutes written notice in conspicuous language in this written agreement of landlord's intention to terminate and proceed with eviction. Tenant will get no other notice as long as tenant remains in this rental unit.

**IN WITNESS WHEREOF**, the parties have executed this lease the day and year first above written.

Lessor Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Printed Name \_\_\_\_\_

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

