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**University Corner Apartment Rental Agreement**

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, University Corner Apartments, shall be referred to as "OWNER" and Tenant(s)/Lessee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a residence, the premises located at 409, 411, 413, 415, 417, 419, 421, 423 Dorchester Street, Orangeburg SC.

1. **TERMS:** RESIDENT agrees to pay in advance $600.00 (or $650.00 for the B suite) per month by the 3rd day of each month.

There is a non-refundable initial move in fee of $300.00 due with first month’s rent.

This agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until July 31, 2023.

A guarantor is required on all leases.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place as follows: mailed to PO Box 701, Orangeburg, SC 29116 or online portal identified by owner, or in person at Grove Park Pharmacy (803-585-0055).   All payments are to be made by check or money order, or credit/debit card, or cash.

3. **SECURITY DEPOSITS:   None at present.**

4. **LATE CHARGE:** A late fee of $100.00 per month plus $ 2.00 per day late fees will be added until rent is paid in full.  Any dishonored check shall be treated as unpaid rent, and subject to additional fees of $50.00 plus $100.00 late fee if past the 5th day of month.

 Failure to pay rent by the 5th of each month will result in a late fee starting on the 10th day of the month; at which point the late fee of  $100.00 for each month in arrears will apply plus a $2.00 per day late fee will be added until rent is paid in full.

 If your rent is not paid by 6:00pm on the 10th, THIS IS YOUR NOTICE, and absent a valid reason that is acceptable by owner, will result in a filing for immediate eviction with the magistrate’s office the following day or as soon thereafter as reasonably possible. Attorney and filing fees will be added to your current balance due on the 10th in the amount of $200.00. You will get no further notice as long as you live in this rental unit.

Any amount of unpaid rent or damage charges left unpaid at move out will be turned over to a rent collection agency, and turned over to the Credit Bureau, resulting in a blemish on tenant’s and guarantor’s credit record.

5. **UTILITIES:** Owner agrees to pay for internet services,  and utility bills up to a total of $200.00 per four bedroom apartment. ($50.00 utility cap per tenant)

Each building is allowed $200.00 per month utility fees.  Amy amount over this will be equally divided by the number of tenants in the building and each tenant will be responsible for this overage.

6. **OCCUPANTS:** Guest(s) staying over 3 days without the written consent of OWNER shall be considered a breach of this agreement.

7. **PETS:** Pets are permitted on the premises with an additional pet fee of $50.00/month. Pets are limited to one pet per tenant. Resident must complete a pet application form and must be granted permission by management to keep the pet specified under the following terms and conditions.

1. That the pet will be allowed out of the pet owner’s unit or yard only under the complete control of a responsible human companion and on a hand-held lease or in a pet carrier.
2. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the resident and that resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement.
3. That the resident will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time.  Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.
4. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the resident and emergency caretaker are unsuccessful, the rental manager or the rental manager’s agents may contact the local animal control authority and assist its staff in entering the resident’s apartment. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance.  If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the resident.
5. That the resident agrees to indemnify, hold harmless, and defend rental manager or rental manager’s agents against all liability, judgments, expenses (including attorney’s fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the resident’s pet.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER.

9.  RESIDENT also agrees to carry renters insurance deemed appropriate by OWNER to cover possible losses from fire, theft, etc.  **Owner is NOT responsible for any losses of personal property belonging to tenant.**

10A. **PARKING:** When RESIDENT are assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space identified by owner.  Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. All un-permitted vehicles WILL BE TOWED at car owner expense.

Owner will assign parking decal to tenant. Tenant is responsible for displaying the decal in car at all time. Cars without a decal are subject to towing at the expense of the tenant. Owner is not responsible for any damage done to vehicle during or after towing.

No vehicles are allowed to par in front of the dumpster. Parking in front of the dumpster is grounds for towing at the tenant’s expense.

10B. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER may terminate this Agreement.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14: **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.  Each resident may be assessed a  $25.00 trash pick up fee if the grounds and common areas become littered.

15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from year to year, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby required to obtain his/her own renters insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give advance notice where possible, and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

OWNER will conduct routine inspections on cleanliness and building integrity.  If not up to standard, OWNER may hire professional cleaning team at which payment will be passed on to tenants.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof without consent of owner.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** *You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement will be submitted/reported to a credit and/or tenant reporting agency, and will create a negative credit record on your credit report.*

28. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at Grove Park Pharmacy.

29. **INVENTORY:** The premises contains the following items, that the RESIDENT may use. Bed, desk, chair to desk, dresser, kitchen appliances including microwave.

30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check) \_\_\_ Keys #of keys and purposes

31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

33. **LEASE VIOLATION FEE**: If you violate the terms of this lease agreement and we have not given you notice to vacate, then you will pay a lease violation fee of $100.00 per violation (i.e. unauthorized occupants, failure to notify Property Manager of overnight guests, pets of any kind, excessive noise, parties, etc)

34.  Residents hereby understand that University Corner is intended to be a community of tenants whereby each tenant respects every other tenants rights to privacy and peace and quiet.  Absolutely no parties are allowed.  Wild and loud behavior is not acceptable.  Remember that each tenant pays rent and each tenant MUST be respected by every other tenant.  Violators will be evicted.

RESIDENT'S Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUARANTOR’S SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_

AGENT Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_