

Orangeburg Residential Lease

Created On The 19th Day Of August In The Year 2023

§ Premises

§ Terms

Start Date	Security Deposit	
End Date	Pet Deposit	\$0.00
Rent Amount	Move-In Fee	\$0.00
Rent Due On	first Move-Out Fee	\$0.00
Monthly Parking	\$0.00 Late Rent Fee	\$75.00

§ Lessees

No lessees have been added to this lease.

§ Lessor

Name	B sellers boulevard estates
Email	<u>bsellersboulevardestatesllc@gmail.com</u>
Phone	
Emergencies	803-707-5756
Address	150 wannamaker st Orangeburg, Sc 29115

1. Rent

The Lessee shall pay to the Lessor or Lessor's authorized agent, at the address set forth above, or through Avail, or as changed by written notice to the Lessee, as rent for the Premises, parking, or otherwise the sum as stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease. The failure to pay rent when due may result in the Lessor bringing an action in court to recover unpaid rent and/or possession.

2. Jointly and Severally Liable

Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.

3. Security Deposit

The Lessee has deposited with the Lessor, the sum set forth above as a security deposit to secure the faithful performance by the Lessee of all the provisions contained in this lease. If the Lessee performs all the obligations as provided in this lease and pays all sums due the Lessor, then Lessor, after the Lessee has surrendered possession of the Premises and delivered the keys to Lessor, shall refund said deposit to Lessee, within 30 days of the Lessee vacating the Premises. If the Lessee has failed to perform or comply with any of the provisions of the lease, then the Lessor may apply all or any part of the security deposit to sums due the Lessor, or to pay for the repair of any damages caused by the Lessee, the Lessee's co-occupants or guests. The security deposit shall not be treated as an advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless the Lessee obtains written permission from the Lessor. At the Lessor's discretion, the Lessor may elect to store the security deposit securely with Avail.

4. Possession

Lessee shall be permitted to take possession of the Premises at the commencement of the lease. If the Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by the Lessee, or the Lessee may terminate this lease upon at least five (5) days' written notice to the Lessor. The Lessor shall not be liable to the Lessee for any consequential damages to Lessee arising as a result of the Lessor's inability to give the Lessee possession of the Premises at the commencement of the lease term.

5. Condition of Premises

The Lessee has examined the Premises before accepting possession and before the execution of this lease and is satisfied with the physical condition of the Premises, including but not limited to the heating, plumbing, and smoke detectors. The Lessee's acceptance of possession shall constitute conclusive evidence of the Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. The Lessor or his agent has made no promises as to the condition or the repair of the Premises to the Lessee unless they are expressed in this lease or a rider attached to this lease signed by Lessee and Lessor or his agent. No promises to decorate, alter or repair the Premises have been made by the Lessor or his agent unless expressed in this lease.

6. Limitation of Liability

The Lessor shall not be liable for any damage caused by the failure of the Lessee to maintain the Premises as required under S.C. Code Ann. § 27-40-510. Also, the Lessor shall not be liable for any damage or injury to the Lessee, Lessee's family, or Lessee's guests caused by acts or negligence of the Lessee, Lessee's family, or Lessee's guest. Further, the Lessor shall not be liable for any damage or injury caused by the acts or neglect of other Lessees on at the building. The Lessee agrees to indemnify, defend and hold the Lessor harmless from any claim of the kind stated above.

7. Lessee to Maintain

The Lessee shall keep the Premises and the fixtures and appliances of the Premises in a clean and healthy condition, and in good working order in accordance with all ordinances applicable to the tenancy, at the Lessee's own expense. Upon the termination of this lease, for any reason, the Lessee shall return the Premises to the Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall make all necessary repairs to the Premises whenever damage has occurred, or repairs are required due to the Lessee's conduct or neglect. The Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. If the Premises are not clean and in good repair when the Lessee returns possession to the Lessor, the Lessor or his agent shall replace the Premises to the same condition of repair and cleanliness as existed at the commencement of the lease term at the expense of the Lessee. The Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

8. Use of Premises

The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission being first obtained from Lessor. If the Lessee has a documented disability recognized under federal, state, or local law that requires a service animal, Lessee shall inform Lessor in writing and request an accommodation. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

Early Termination / Break Lease Fee

If the Lessee terminates this Lease prior to the expiration of the lease term without cause or without written consent from the Lessor, the Lessee agrees to pay an early termination fee equal to one and one-half (1.5) times the monthly rent (\$1,125.00). This fee is intended to cover administrative costs and potential loss of rental income.

In addition to this fee, the Lessee shall forfeit the full security deposit, which will not be applied toward any portion of the break lease fee.

The Lessee must also provide the Lessor with at least thirty (30) days' written notice, delivered by email or in writing, clearly stating the intended date of lease termination.

Upon payment of the early termination fee and forfeiture of the security deposit, and after giving the required thirty (30) days' notice, the Lessee shall be released from any further obligation to pay rent for the remainder of the lease term. However, the Lessee shall remain responsible for leaving the Premises in good condition, as otherwise required in this Lease.

9. Appliances

The Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by the Lessee without first obtaining the Lessor's written permission to do so. All such appliances installed by the Lessee shall be maintained in good working order by the Lessee and removed by the Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by the Lessee shall be the responsibility of the Lessee and the Lessee shall reimburse the Lessor for the cost of repair of any damage caused by such appliances.

10. Disturbance

The Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other Lessees. The Lessee shall maintain the volume of such equipment at reasonable levels. Also, the Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

11. Access to Premises

The Lessee shall permit the Lessor access to the Premises at all reasonable times subject to the notice requirements of applicable law or ordinance to inspect the Premises; to make any necessary repairs maintenance or improvements; to supply necessary or agreed upon services, or to determine the Lessee's compliance with the provisions of this Lease. Without the following acts being considered a forcible entry by Lessor, Lessor, or its agent, may enter the Premises without Lessee's consent if: (i) in the event of an emergency, such as an emergency-prospective changes in weather conditions posing a likelihood of danger to property; (ii) between 9:00 a.m. and 6:00 p.m. to provide regularly scheduled periodic services, including but not limited to, changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, as long as prior to entering the Premises, the Lessor, or its agent, announces the intent of doing so; and (iii) between the 8:00 a.m. and 8:00 p.m. to provide services requested by the tenant, as long as, prior to entering the Premises, the Lessor, or its agent, announces his intent of doing so. Lessee's failure to provide such access is a breach of this lease, and the Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

12. Sublet or Assignment

The Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining the Lessor's written permission before sublet or assign. The Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

13. Holding Over

If the Lessee remains in possession of the Premises or any part of the Premises after the termination of this lease by lapse of time or otherwise, then the Lessor may consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rent specified above. The Lessee shall also pay to the Lessor all damages sustained by the Lessor resulting from the Lessee's retaining possession of the Premises. If the Lessor accepts a rent payment for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be a month-to-month tenancy, on the same terms and conditions of this lease, except for the double rent provision.

14. Liability for Rent

The Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of this lease by the Lessee, wrongful termination by the Lessee, or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies), and if the Premises is re-let, the Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees incurred by the Lessor enforcing this provision.

15. Binding Effect

If the Lessee shall violate any covenant or provision of this lease, the Lessor shall have the right to terminate this lease or the Lessee's right to possession pursuant to the lease upon appropriate legal notice to the Lessee. If the Lessee assigns this lease, with or without Lessor's permission as required by this Lease, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude the Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as the Lessee in this Lease without the Lessor's written permission.

16. Attorney's Fees

In the event of a lawsuit arising out of the this tenancy, if the Landlord is the prevailing party, the landlord shall be awarded reasonable attorney's fees as provided for by court rules, statute or ordinance.

17. Continuous Occupancy

Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of 21 days without notifying the Lessor of such vacancy seven days in advance. Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

18. Remedies Cumulative

The Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to the Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

19. Fire or Casualty

If the Premises, building or any part of the Premises shall become uninhabitable because of fire, explosion or other casualty, the Lessor and the Lessee shall have all the rights provided by state or local law or ordinance. For purposes of this paragraph, the Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

20. Security Gates or Bars

The installation by the Lessee of any metal gates or bars on doors or windows is dangerous and strictly prohibited. The Lessee shall immediately remove any metal gates or bars upon notice by the Lessor. The Lessor shall have the right to immediately remove any metal gates or bars at the Lessee's expense if Lessee fails to do so upon notice. The Lessee grants the Lessor access to the Premises at all reasonable times to remove metal gates or bars. In addition to all the costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by the Lessor in enforcing this provision, the Lessee shall pay the cost of repairing any damage to the Premises caused by the installation or removal of the metal gates or bars upon demand by the Lessor. In addition to the preceding, the installation of metal gates or bars is a breach of this lease, entitling the Lessor to terminate the Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess the Lessee from the Premises.

21. Mechanic's Liens

The Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, ordered by, or contradicted by, the Lessee, regardless if the repairs or were rightfully performed or ordered by the Lessee. The placement of any such lien is a breach of this lease, and upon ten days' notice to cure the lien or lien claim, the Lessor may terminate the Lessee's tenancy or right to possession. Also, the Lessor shall have the right to satisfy and remove the lien regardless of its merits. Furthermore, the Lessee shall be responsible for the damages, costs, and attorney's fees incurred the Lessor in removing the lien.

22. Rules and Regulations

The Lessee agrees to obey the Rules and Regulations contained in this Lease and any attachments. Also, the Lessee agrees to obey further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Lessee shall receive written notice of rules or regulations adopted after the Lessee enters this lease. The Lessee must have the option to reject the proposed rule or regulation. The Lessee must respond to the Lessor's notice within 30 days after notice. If the Lessee does not respond within 30 days after notice of the proposed rule or regulation, it will be presumed that the Lessee does not object to the proposed rule.

23. Subordination of Lease

This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

24. Severability

If any clause, phrase, provision, portion, or the application of this lease to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable any other remaining clause, phrase, provision or portion of this lease or, nor shall it affect the applicability of any clause, provision or portion of this lease to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

25. Utilities

Unless otherwise agreed in writing, if the Premises is separately metered for utilities, Lessee shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water, and other utilities serving the Premises, including, but not limited to, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, and hot water as such charges become due and payable.

26. Rental Payments Through Avail

The Lessor's preferred method of payment is online with Avail. However, the Lessee may make a payment via mail on or before the date such payment is due, subject to the late charges set forth in Section 3 hereof. The Lessee may also make a rent payment and any other amounts due, including move-in costs, with any legal tender, including cash in United States dollars, personal checks, cashier's checks, debit or credit cards, bank or other financial institution websites, or any online payment center or system that is provided by the Lessor.

27. Heat and Cold and Hot Water

The Lessor agrees to provide the Lessee with heat and running cold and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or cold and hot water fixtures, then the Lessor's sole obligation shall be to provide the Lessee such fixtures in good operating condition at the commencement of the lease, and the Lessee shall be responsible for the utility costs for the operation thereof.

28. Event of Default

If the Lessee defaults in the payment of rent or in the performance of any of the covenants or agreements contained in this Lease, the Lessor may terminate this Lease. If the Premises is abandoned or vacated, the Lessor may re-enter the Premises. Non-performance of any of the Lessee's obligations is a default and forfeiture of this lease. The Lessor's failure to act in response to the Lessee's default shall not constitute a waiver of said default.

29. Notice of Termination

If the Lessee intends to vacate the Premises at the end of the lease term, the Lessee must give the Lessor at least sixty (60) days written notice prior to the end of the lease term, or thirty (30) days' notice if the tenancy is on a month-to-month basis. If timely notice is not given to end the lease term or to end the month-to-month tenancy, the Lessee, the Lessee is responsible for the equivalent rent amount due for the sixty (60) days or thirty (30) days due after notice is given. Notwithstanding anything in this provision, a Lessee may terminate before the expiration of the lease if the Lessee is victim of a crime as defined in Section 27-40-350 of the South Carolina Code of Laws and has provided the Lessee of proof thereof.

30. Safety Devices

The Lessee agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, at the Lessee's sole expense. The Lessor warrants that any such safety devices are in proper working condition at the time the Lessee takes possession. If any such safety device is defective, Lessee must notify Lessor in writing immediately. The Lessee releases the Lessor from all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device. The Lessor has no obligation to install any safety devices or systems at the Building, except as required by governing law.

31. Anti-Discrimination

The Premises is offered to Lessee in compliance with all federal, state, and local fair housing, equal opportunity, and anti-discrimination laws.

32. Modification

No modification, waiver, or amendment shall be made to this Lease, or any of its terms, without being written and signed by all parties.

§ Rules & Regulations

1. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
2. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any flammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.
9. Lessee shall not place any signs or advertisements on the windows or within the property or otherwise upon the Building, if such signs are visible from the street.
10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
11. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

12. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.
13. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally and Lessee must make every effort to report any malfunction.
14. \$50 per key will be charged to provide additional or replacement keys to the property.
15. If Lessee is locked out, Lessor will facilitate re-entry only during business hours at a minimal fee. If Lessee is locked-out during the weekend or at nighttime, it will be the Lessee's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by the Lessee.
16. Lessee must secure renter's insurance. Lessee assumes the risks of not having renters insurance. Lessor cannot be held responsible for any damage of the Lessee's personal property.
17. Lessor provides no storage.
18. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.
19. The Premises to be occupied by the Lessee and members of the Lessee's household has been designated as a smoke-free living environment. The Lessee and members of the Lessee's household shall not smoke tobacco anywhere in the Premises, or in the building in which the Premises is a part, or in any of the common areas or adjoining grounds of the building or Premises, nor shall the Lessee permit any guests or visitors under the control of the Lessee to smoke tobacco on the property.
20. Trucks over 1-ton GVWR, tractors, boats, trailers or other vehicles are not permitted. Parking on any grass area is expressly prohibited. The Lessor has the right to remove any abandoned, wrecked, disabled, unregistered, illegal, unauthorized or nuisance vehicle at the Lessee's expense. Repairs requiring on-site disassembly will not be permitted.

21. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.
22. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

Utilities have been estimated at \$100-200 per month for the first month. The actual bill may be slightly higher or lower depending on your usage. You acknowledge you are responsible for all of the utilities bill. This should be paid at the beginning of the month with your rent. Utilities and rent payment is considered late after the 5th day of the month and a late fee will be added to your payment due. _____

Lessee Signature _____

Date _____

Lessor Signature _____

Date _____