

2024 South Carolina Code of Laws

Title 27 - Property and Conveyances

Chapter 40 - Residential Landlord And Tenant Act

Section 27-40-120. Exclusions from application of chapter.

Universal Citation:

SC Code § 27-40-120 (2024)

The following arrangements are not governed by this chapter:

(1) residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service;

(2) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest;

(3) occupancy by a member or a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

(4) transient occupancy in a hotel, motel, or other accommodations subject to the sales tax on accommodations as provided by Section 12-36-920;

(5) occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises;

(6) occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;

(7) occupancy under a rental agreement covering the premises used by the occupant primarily for agricultural purposes;

(8) occupancy under a rental agreement in a premises regulated by the provisions of Chapter 32 of Title 27 of the 1976 Code (Vacation Time Sharing Plan Act).

(9) residence, whether temporary or not, at a charitable or emergency protective shelter, public or private.

HISTORY: 1986 Act No. 336, Section 1; 1998 Act No. 382, Section 1



Christ City of Refuge

General Rules

Office Copy

Daily

- Keep cottage clean, organized, beds made, trash cans empty. If it doesn't fit in your closet, you shouldn't have it. Rooms will be randomly inspected by the Program Manager.
- Chores will be assigned by the Program Manager. Clean the community shared areas such as Christ Center, bathrooms, blowing off sidewalks, etc.

Weekly

- Attend **our** Sunday morning church service (10am).
- Wash your bedding.

General

- You must be on the property before 9:00 pm, if you are working or you're going to be late, call the Program Manager.
- The Christ Center is closed after 9:00.
- Visitors are only allowed in Christ Center; all visitors must be preapproved beforehand.
- No food or drinks in the cottages. Water is an exception.
- No games systems are allowed on the property.
- No profanity or obscene language on or off property while you are a resident here. (you represent us)
- Residents must dress modestly on and off the property.
- No drugs or alcohol on or off the property while you are a resident (we also consider marijuana a drug). **Drug Test are random and even a blood test is required if deemed necessary. You will have to leave immediately.**
- No pets or smoking in any buildings. There is only one smoking area.
- You and your clothes are to be washed and kept fresh.
- No one is to be in your cottage except you. **This will result in immediate removal of both parties and dismissal from the program.**
- Romantic relationships between residents are prohibited. Please refrain from discussion that may make other residents uncomfortable, including, but not limited to flirting, amorous behavior, or inappropriate discussion.
- It is required for the residents to be employed and work a minimum of 40 hours.
- Your stay here is on the condition of you saving \$200 weekly through the Program Director. If you miss it more than 2 times you will no longer be able to stay. However, you will get this money back if you take care of the property.
- The borrowing/loaning of money between residents is strictly prohibited.
- The bath house and laundry room are shared facilities. Do not leave personal items such as toothbrushes, soap and used towels in the bath or leave clothes in the laundry room, washer, or dryer.
- All dishes are to be washed and put away after use. Do not leave dishes in sinks.
- Please drive slowly in our driveway and down the residential road. We don't want complaints from neighbors.
- No loud music in cottages or vehicles at any time.
- ***This is a 30 day agreement. Program enrollment will be reassessed every 30 days and a continuation agreement will be signed.***

Failure to comply with these rules will result in dismissal from the Program and property. You don't have any claim of ownership or right to occupy this property or the premises. The Program Manager has a say in your being here or dismissal. You must respect and obey that position. If you have any quarrels, you can bring it to the Program Director and a meeting with you, the Program Manager and the Program Director will be called.

I have read and agree to these rules: _____ Date: _____



Christ City of Refuge

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Resident Copy

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Christ City of Refuge

RESIDENT ADMISSION FORM

Name _____ S.S.# _____ DL# _____
Last Address _____ City _____ Zip _____ Phone # _____ Age _____ Date of Birth _____ Race _____ Marital Status _____ Counties lived: _____

Spouse Name and Address: _____

HOUSING:

Briefly explain why you are homeless:

Children(s) Names & DOB's (if applicable): _____

SPIRITUAL

How would you best describe your relationship with God? _____

Are you saved? ☐ Yes ☐ No

Religion: _____ Denomination: _____

TRANSPORTATION:

Do you have a car? _____ Make _____ Year _____ Tag # _____

Amount owed? \$ _____ Financed by: _____

Insured by: _____

EDUCATION:

What was the last grade you completed in school? _____ Year? _____

Name of School _____

EMPLOYMENT:

Do you have a job? _____ If yes, where? _____

How long? _____ How many hours do you work? _____ Amount earned? _____

If unemployed, how long? _____ When did you last work? _____

Where did you last work? _____ How long? _____

Why did you leave? _____

Are you receiving unemployment benefits? _____ If yes, how much _____

Are you willing to actively look for a job? _____ Do you need transportation? _____

What kind of job would you like? _____

HEALTH: MENTAL/PHYSICAL

Do you have health problems? _____ If yes, explain: _____

Have you been tested for contagious diseases? Where? _____ When? _____

What were the results? _____ (A copy of the results must be presented)

Do you have (had) a(n) alcohol or drug problem? _____ If yes, explain _____

When was the last time you used/drunk? _____ What did you use/drink? _____

Are you taking any prescription medications? ** _____

If yes, what? _____

****IF YES, It will be randomly counted and evaluated by staff. ****

Do you have handicaps? _____ If yes, explain: _____

Have you applied for disability? _____

Status _____

Do you receive Medicaid or Medicare? _____

Have you ever had counseling? _____ If yes, when and where? _____

_____ Diagnosis: _____

Have you been hospitalized? _____ If yes, when and where? _____

_____ Diagnosis: _____

What medications were prescribed? _____

FINANCIAL:

Are you currently receiving any of the following?

\$ _____ Alimony \$ _____ AFDC \$ _____ Unemployment

\$ _____ HUD \$ _____ EBT

\$ _____ Social Security \$ _____ Workers Comp

\$ _____ Other: _____

Caseworker's Name: _____

LEGAL:

Have you been arrested? _____ If yes, charge? _____

Have you been convicted of a felony? _____ If yes, when? _____

Have you ever been in jail/prison? _____ If yes, when? _____

Are you currently on probation or parole? _____ If yes, when? _____

Probation/Parole Officer's Name? _____ Phone # _____

Are you currently paying restitution? \$ _____ Frequency: _____

Are you currently paying child support? _____ How much? \$ _____

Are you behind any payments? _____ How many? _____

Which of the following has been a part of your life recently?

____ Family break-up ____ Physical disability ____ Emotional breakdown

____ Family violence ____ Drug abuse ____ Death of a loved one

____ Eviction ____ Alcohol abuse ____ Other _____

____ Jail ____ Loss of a job

EMERGENCY CONTACT: 1

Name _____ Phone # _____

Address _____ Zip Code _____

Relationship to you? _____

EMERGENCY CONTACT: 2

Name _____ Phone # _____

Address _____ Zip Code _____

Relationship to you? _____



Christ City of Refuge

RESIDENT ACKNOWLEDGEMENT

By my signature, I acknowledge that I have been informed of program practices, policies and procedures as listed below:

- I understand that Christ City of Refuge staff and any volunteer or representative will **not** be liable for any accidents, thefts, medical bills, loss of personal items or council on and off the premises.
- I understand random drug and alcohol testing may be performed at the Director's discretion at my own expense.
- I understand that the staff reserves the right to inspect all my personal belongings at any time. This includes closets, dressers, nightstands, sleeping area, and any other area deemed necessary. The staff, upon inspection, has the right to remove any item that is not in agreement with the clothing inventory and/or any items that are considered contraband.
- I understand that I can be asked to leave at any time, and I agree to leave immediately.

I have been informed of the rules. If I have any questions about the guidelines and expectations, I will inquire about them with a staff member.

Resident Signature _____ Date _____



Christ City of Refuge

LIABILITY RELEASE

I, _____, hereby release Christ City of Refuge employees, representative and any volunteer of any responsibilities in the event of accidents, injuries, or loss to me or my property.

I also bind my heirs and estate to this agreement.

I waive any claims that I may have against Christ City of Refuge. I hereby assume all risks and responsibilities that the above-mentioned may incur while under the supervision of the Christ City of Refuge.

I take full responsibility for my safety and welfare and the safety and welfare of my children if I have children living at Christ City of Refuge for which I am responsible.

Resident Signature _____ Date _____



Christ City of Refuge

ABANDONED PERSONAL PROPERTY

All vehicles abandoned by former residents will be removed from Christ City of Refuge's property two weeks after departure. All clothing and personal items of former residents will be bagged and held for 24 hours. An additional 72 hours will be granted if a written request is submitted. Christ City of Refuge is not responsible for clothing, personal items, jewelry or any property belonging to a resident.

Resident Signature _____ Date _____



Christ City of Refuge

PROBATION/PAROLE IDENTIFICATION

I currently AM / AM NOT being monitored by a probation/parole officer.

I agree to allow Christ City of Refuge representative and/or employees to communicate with my probation/parole officer at any time as needed.

Resident Signature _____ Date _____

Please provide PO name and contact information below:



Christ City of Refuge Photo Release Form

I DO / DO NOT (circle one) authorize Christ City of Refuge to use my photographs to further their mission.

I understand that if authorized, my photograph may be used in a wide variety of promotional materials including, but not limited to, brochures, fund raising letters, annual reports, social media sites and other print and/or digital communications.

Print Name: _____

Signature: _____

Date: _____



A brief explanation of our program:

Our desire is to see every individual become successful. We are not here to pamper or coddle you, but to give you an opportunity to get yourself together. We want you to feel welcome, but also understand that we do not want you in this program. For us to want you in this program means that we want you to be in a depressed state. Since we do not want this, we are giving you an opportunity to get your life in order.

While you are here, we expect you to keep your room neat and organized. You are not here to accumulate belongings or furnishings for your new home. However, you should save up your money so that when you leave here, you will be able to purchase the basic things you need.

We expect you to work a full-time job. You will be required to deposit \$200 per week. Every week you miss your payment, it will be shortening your time here. Also, we will evaluate your progress, cleanliness, and attitude each month, to determine if you can continue in this program.