



South Carolina Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into on the "Lease signed" date shown in Schedule A, by and between Long Shot LLC, manager of College Parke Townhomes (hereinafter referred to as "Landlord") and "Tenant" as shown in Schedule A (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the manager of College Parke Townhomes lying and situated in Anderson County, South Carolina, such real property having a street address of Trojan Lane, Anderson, SC 29621 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the Unit:Bed together with any and all common appurtenances thereto, for a term beginning on "Begin Date" shown in Schedule A and ending at 12 o'clock midnight on the "End Date" shown in Schedule A. There will be no Tenant Holdover.
2. **PREMISES.** The Premises consists of the Unit's common areas with one of four Bedrooms/Bathrooms assigned to Tenant as shown in Schedule A. Tenant accepts the Premises in the present condition. At move-in the Tenant and office manager will complete the "Tenant Checklist Inspection" to be returned and retained by Landlord until the Premises is vacated by Tenant. The Tenant shall advise the Landlord in writing within ten (10) calendar days of any damage or excessive wear and tear not initially noted in the "Tenant Checklist Inspection."
3. **RENT.** The monthly rent for the term hereof as detailed in Schedule A is payable on the 1st day of each month by check or money order. All such payments shall be made to College Parke Townhomes at Landlord's address 103 Trojan Lane, Anderson, SC 29621 on or before the due date and without demand.

Tenant understands that if the total rent is not received in the office of College Parke by the fifth (5th) of each month, there will be a \$50.00 late fee plus the cost of eviction if necessary, both in addition to the full amount of the rent. Eviction proceedings can begin on the first working day following the 5th of each month. If a check is returned for any reason, there will be a \$35.00 charge in addition to the full amount of the check plus any check return fees. An afterhours mail slot is provided for your convenience. No two-party checks or cash taken for any charges.

4. **FEES.** A one-time non-refundable "Application Fee" shown in Schedule A is required at time of signing the Application. The "Make Ready Fee" shown in Schedule A will be charged to the Tenant to offset the cost of basic carpet cleaning services and will be billed with the last rent payment.
5. **PETS.** There shall be no pets, unless specified otherwise. All pets are required to be registered with the front office and will require the pet fee as shown in Schedule A. Landlord reserves the right to ask Tenant to remove any pet that becomes a nuisance to other Tenants.
6. **UTILITIES.** Landlord will provide and pay for power, water, internet, and a fixed lineup of cable channels available with a cable box which can be purchased from Landlord for the price shown in Schedule A. Landlord agrees to repurchase the cable box at the same price if returned in good condition.
7. **GATE REMOTE.** Tenant may purchase a gate remote from Landlord for the price shown in Schedule A. Landlord agrees to repurchase the gate remote at the same price if returned in good condition.

8. **PARKING.** Tenant shall park in assigned space(s). Additional parking is available in the gravel lot labelled "Additional Parking".
9. **RULES AND REGULATIONS.** Tenant covenants and agrees to abide by the "Tenant Rules and Regulations" which is provided at Lease signing.
10. **ASSIGNMENT AND SUB-LETTING.** The Tenant covenants that he/she will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet, or transfer said premises or any part thereof without the Landlord's written consent. A sub-letting fee of \$25.00 must be paid by current tenant at the time sublease agreement is signed. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
11. **USE OF PREMISES.** Tenant agrees that the Premises is to be used in accordance to the laws of South Carolina, as a private dwelling and for no other purpose. Tenant agrees not to allow any nuisance or illegal activity to exist on the Premises and to maintain the Premises in an orderly fashion and neat condition. Tenant recognizes that excessive noise by tenant or tenant's guest or other activities disturbing the other tenants of the Lessor shall constitute default under the terms of the Lease. Tenant is also responsible for pets and visitors. In subfreezing (below 32 degrees) weather, thermostats should be set no lower than 50 degrees. Tenant shall be responsible for any damage to said Premises or adjoining Premises due to lack of adequate heat to prevent frozen pipes.
12. **ALTERATIONS AND IMPROVEMENTS.** Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
13. **LANDLORD'S MAINTENANCE.** Landlord will, at its sole expense, keep and maintain all common areas, walls, roof, and appliances. Landlord will be responsible for changing air filters and appliance maintenance to well maintained appliances.
14. **TENANTS MAINTENANCE.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement. Without limiting the generality of the foregoing, Tenant shall:
 - Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - Keep all windows, glass, window coverings, doors, locks, hardware, and appliances in good, clean order and repair;
 - Not leave windows or doors in an open position during any inclement weather;
 - Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
15. **DAMAGES BY FIRE TO PREMISES. Tenant shall be responsible for insuring his own possessions against fire and other catastrophes.** The property owner nor Long Shot, LLC will provide insurance for tenant's personal property. If during the term of the rental agreement, the premises should be partially destroyed by fire or other casualty, the Landlord shall make whole any damage to the structure with all reasonable diligence and without interruption of Tenancy. If, however, the premises sustain a fire or other casualty that render the premises uninhabitable, then the rental agreement would terminate and the rent would cease to accrue as of the date of the destruction. In the event of fire or other casualty, the Tenant is to notify the Landlord or agent at once. Landlord and Tenant release each other from liability for loss or damage occurring on or to

the rented premises or the premises of which they are a part of or of the contents of either thereof, caused by fire or other hazard ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excuses under the foregoing release and waiver.

16. **EVICTION.** Upon the failure of the Tenant to make any payment of rent when it is due or if the Tenant should breach any other covenants, agreements or conditions herein contained or if the Premises are abandoned, deserted, or vacated, then at the option of the Landlord or his agent, this rental agreement shall terminate after a fourteen (14) day notice the Tenant and the Landlord may re-enter and repossess the said Premises and remove and put out Tenant. In the event of re-entry by the Landlord, it is herein provided that Tenant shall be liable for damages to said Landlord for all loss sustained. If Tenant is evicted before the end of Lease term, rent will continue to be paid until a qualified replacement resident is located and residing at Premises.
17. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
18. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. The Tenant agrees to allow Long Shot, LLC or its agent to show the premises during the hours of 9am to 6pm Monday-Saturday to prospective tenants with a proper 24 hour notice.
19. **INDEMNIFICATION.** Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
21. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
22. **CONDITIONS OF MOVE OUT.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant will coordinate with office manager and complete and sign "Move out Instructions". Tenant will be charged for any damages to property.

This rental agreement shall be binding upon both parties, their heirs, representatives and assigns. If any part of this rental agreement is not fully understood, then competent advice should be sought. Time is of the essence of this agreement.

IN THE WITNESS WHEREOF, the Landlord and the Tenant have executed that presents the day and the year shown in Schedule A.



Schedule A

Landlord: Long Shot, LLC

Tenant: _____

Lease signed Date: _____

Term: Begin Date _____ End Date _____

Application Fee _____

Pet Fee _____

Cable Box _____

Gate Remote _____

Make Ready Fee _____

Rent:

 Base Rent _____

 Utility Reimbursement: _____

 Total Rent _____

Unit:Bed _____

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Witness to Tenant/Landlord	Date	Landlord	Date

THIS IS A LEGAL, BINKING CONTRACT IN ACCORDANCE WITH SOUTH CAROLINA LANDLORD AND TENANT ACT, A COPY OF WHICH IS AVAILABLE FOR YOUR INSPECTION AT THE OFFICE OF LONG SHOT, LLC.