

STATE OF SOUTH CAROLINA



SOUTH CAROLINA MONTH-TO-MONTH LEASE

COUNTY OF \_\_\_\_\_

This Rental Agreement is entered into between \_\_\_\_\_, hereinafter known as "LANDLORD", and

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

known as "TENANT", this \_\_\_ of \_\_\_\_\_ 20\_\_\_, in \_\_\_\_\_, South Carolina for the property located at :

\_\_\_\_\_, SC, \_\_\_\_\_

**1. LANDLORD TENANT ACT.** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

**2. OCCUPANTS.** Occupants of the premises shall be limited to the individuals who have signed this lease. No house guests are allowed over a two (2) day period without the prior written approval of the Landlord. Landlords will intervene in the event that any visitor over extends their welcome with other tenants in the apartment.

**3. TERM OF LEASE.** This Lease shall commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and shall continue on a month to month (otherwise known as a "Tenancy at Will") with payment due as stated in Section 4 of this agreement. To terminate this Lease, the Landlord must provide written notice at least thirty (30) days prior to the end of the month; to terminate this Lease, the Tenant must provide written notice to the Landlord at least thirty (30) days prior to the end of the month.

**4. SECURITY DEPOSIT.** Tenant accepts full financial responsibility for any and all damages incurred as a result of this tenancy. Tenant has deposited \_\_\_\_\_ with Landlord. Said deposit will be returned without interest within thirty (30) days after lease termination provided the premises are clean (enough for a new Tenant to move into as it was given to you) and in like condition otherwise as when received, and provided Tenant does not owe any money or has not otherwise violated the terms of this lease. Upon termination of the tenancy, the security deposit may be applied by Landlord to the payment of accrued rent and the amount of damages which the Landlord has suffered. Any deduction from the security deposit must be itemized by the Landlord in a written notice to the Tenant together with the amount due, if any, within thirty (30) days after termination of the tenancy. Landlord has the right to compensation for damages, including without limitation unpaid rent, repairs, re-renting, cleaning, any court cost incurred by Landlord in connection with this Agreement, or to restore said premises to the condition when received. Tenant agrees to pay any amounts due and owing within thirty

(30) days of the presentation of an itemized bill by the Landlord. Tenant shall furnish the Landlord with a forwarding address on termination of the Agreement. The security deposit cannot be deducted from the last month rent or used as first month's rental payment. Tenant shall provide the Landlord in writing a forwarding address to which written notice and amount due from Landlord may be sent.

**5. POSSESSION.** If there is a failure to deliver possession of the premises at the commencement of this lease, Landlord shall have no liability therefore, but the rent shall be abated pro-rata daily until occupancy is available.

**Tenant Initials** \_\_\_\_\_

**6. RENT:** The rent for the term of this lease is \_\_\_\_\_ payable to Landlord in monthly installments of \$ \_\_\_\_\_. Any holding over by a Tenant will result in a \_\_\_\_\_ percent increase in the rental rate.

**NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN AND WILL BEGIN EVICTION PROCEDURES, 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 RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.** (Section 27-40-540)

**7. LATE CHARGES.** Rent is due in advance or before 9:00am on the second day of the month. Each time Tenant's rental payment is actually received by Landlord **AFTER** 9:00am the second day of the month, a **late charge of Twenty-Five and No/100 Dollars (\$25.00) per day must be added to the payment.** Said Late Charge is assessed to reimburse Landlord for its additional bookkeeping and accounting costs and is not a remedy for default in payment of rent when due. Landlord does not waive its right to any legal remedy provided for herein or at law by acceptance of payment of such charge.

**8. METHOD OF PAYMENT and RETURNED CHECKS:** Landlord prefers Tenants shall pay with **ONE** check only. If Tenants choose to pay each occupant separately, Landlord will **NOT** accept payment by **ANY** occupant if all payments not paid together. If Landlord does not receive all said payments together by 9:00am on the 2<sup>nd</sup> day of the month, all payments shall accrue a separate late fee. If a check is returned for Non-Sufficient Funds ("NSF"), Tenant shall be obligated to pay a **Fifty and No/100 Dollars (\$50.00) handling charge** on all returned checks given by Tenant to Landlord for rent or any monetary obligation of said Tenant. Additionally, if a check is returned NSF, **LATE CHARGE** above shall apply and be used to calculate late charges back to the first of the month. If Landlord receives a returned check for rent or any monetary obligation from Tenant, Landlord reserves the right to refuse any future payments made by personal check from Tenant and may require that Tenant make all future payments by only cashiers check, money order or cash. Cash is **NOT** allowed to be sent through the mail. In the event, a Tenant(s) fails to make restitution for a returned check, nothing in this lease should be construed as waiving or limiting Landlord's statutory and/or civil remedies for the recovery of losses resulting from said returned check.

**9. ADDITIONAL CHARGES:** If Tenant has incurred late charges and/or returned check charges, they must be included with the rent payment. Rent will **NOT** be considered paid and will **NOT** be accepted unless the above incurred charges are included. Notwithstanding the foregoing, if any check of the Tenant for the security deposit or the first month's rent is returned because of insufficient funds, Landlord may void this Agreement. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord

**Tenant Initials** \_\_\_\_\_

**10. ADDRESS:** Rent shall be paid by Tenant to Landlord by mailing to: \_\_\_\_\_

The post-marked date will serve as the receipt date.

**11. UTILITIES.** Tenant is responsible for paying all utilities, (e.g. water, electricity/gas, cable/internet, and telephone) except: N/A, which will be paid by Landlord. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease. Tenants are required to leave water and electricity/gas on for \_\_\_\_\_ hours after moving out for maintenance and repairs. In the event of Tenant default on the payment of utilities, Landlord may choose to pay and charge Tenant as additional rent together with any penalties, charges and interest.

**12. PETS.** Tenant shall **not** keep any domestic or other animals on or about the leased premises without prior written consent of the Landlord and payment of a \$ \_\_\_\_\_ **non-refundable fee** and a \$ \_\_\_\_\_ **refundable pet deposit**. If Landlord does, at his sole discretion, consent, and if Tenant makes payment of said animal deposit, Tenant may keep and maintain the specified domestic animal upon the leased premises in accordance with the terms hereof and any special agreements reached between Landlord and Tenant not in contradiction of those terms. Tenant shall be responsible for the animal, its behavior, and any damages over and above the fee done by said animal. Landlord will have the right to withdraw consent and demand removal of any previously permitted animal upon first complaint registered against such animal or upon evidence of injury, damage caused by animal, or failure to pick up after such animal. The Pet Agreement is an integral part of this lease. Any violation is cause for immediate termination of the Agreement by Landlord and an automatic charge of \$ \_\_\_\_\_ will be assessed if a pet is in or has been in premises or on property at any time without consent during the lease term.

**13. SUB-LETTING AND ASSIGNMENT.** Without the prior written consent of Landlord, Tenant shall **not** add any additional tenants, assign this Lease, or sublet the premises or any part thereof. Any attempted addition of a tenant, assignment or subletting without Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this Lease and Tenant shall be obligated to vacate the premises within (10) days of receipt of notice given by Landlord of his exercise of the option to terminate. Neither the said premises or any part thereof shall be used or permitted to be used for any purpose other than as a private residential dwelling without the written consent of Landlord. All persons who intend to reside in this apartment are required to sign the lease unless they are a minor child of Tenant. Tenant further understands that only those persons who filed an application with Landlord and have placed their signature upon this Lease can reside in the leased premises. All visitors residing in said residence for a time period of three (3) days or longer shall be registered with the Landlord. In the event that Landlord agrees to consent to Tenant: (1) subletting; (2) adding a tenant(s); (3) deleting a tenant(s); or (4) exchanging a tenant(s) (a present tenant moving out and a new tenant moving in), Tenant must submit a \$ \_\_\_\_\_ **Dollar non-refundable fee** and the completed application(s) of the prospective tenant(s) or sub-lessee(s), as well as a written letter(s) of intent from the departing tenant(s). No new, amended, and/or revised sublease, addendum, lease and/or other documents pertaining to the above-referenced property and the renting thereof shall be produced by Landlord until such fee is received.

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**14. APPLICATION.** Landlord is relying on the information provided by Tenant in the rental application. If any material fact is false, Landlord can terminate the tenancy and collect from the Tenant any damages resulting from and including lost rent, re-rental charges and reasonable attorney fees. Tenant has reached the South Carolina age of majority which is 18 years. Parental Guarantee Waiver included for all college age Tenants.

**15. RENEWAL TERMS:** With thirty (30) days written notice, as defined below, either party may terminate this agreement *at the end of the initial term*, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

**16. DEFINITION OF “THIRTY (30) DAY NOTICE”.** Any written notice given by any party to the other in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice with then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

**17. TENANT OBLIGATIONS.** Tenant agrees to keep the dwelling unit and all parts of the leased premises safe and clean. Tenant agrees to be responsible for the removal of Tenant’s contagious and other hazardous materials. Tenant agrees to comply with the lease, and rules and regulations the Landlord may adopt concerning the Tenant’s use and occupancy of the premises;

Tenant, or any member of the Tenant’s family, guest or other person under the Tenant’s control, shall conduct themselves in a manner that will not disturb other Tenants’ and neighbors’ peaceful enjoyment of the premises. Tenant, or any member of the Tenant’s family, guest or other person under the Tenant’s control, shall not engage in or facilitate criminal or drug-related activities. Any such violation constitutes a substantial violation of the Lease, and a material noncompliance with the Lease, and is grounds for termination of the tenancy and eviction from the premises.

It is specifically understood that if any Tenant is arrested for a drug-related charge, or for violence or threat of violence against another Tenant, such arrest constitutes a substantial violation of the Lease, and a material noncompliance with the Lease, and is grounds for termination of the tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant’s expense, keep sinks, lavatories, and commodes open, reporting any initial problem within \_\_\_\_\_ days of occupancy, repair any and all damages caused by tenancy, and replace any burned-out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that **may** cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief, or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

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Tenant agrees to be responsible for and to make at Tenants expense all routine maintenance, including but not limited to stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COST SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the express permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by missing or dirty filters and damages resulting from unreported problems.

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

**18. MAINTENANCE AND REPAIR.** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by Landlord. Landlord is not responsible for changing batteries in smoke detectors or replacing light bulbs.

**A. Original Condition:** The leased premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported to the Landlord within \_\_\_\_\_ hours of the commencement of this lease term.

**B. Cleanliness:** Tenant shall at his sole expense keep said premises and fixtures contained therein, in a clean and tenable condition, and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay Landlord for the cost of restoring said premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Further, without limiting the foregoing, Tenant shall (i) comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety; (ii) keep the premises and the common areas of the premises used by Tenant reasonable safe and reasonably clean; (iii) dispose from the premises all garbage, rubbish and other waste in a reasonably clean and safe manner; (iv) keep all plumbing fixtures in the premises reasonably clean; (v) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the premises; (vi) refrain from deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the premises or knowingly permit any person to do so who is within the premises with Tenant's permission or who is allowed access to the premises by Tenant; (vii) conduct him/her/themselves and require other persons within the premises with the Tenant's permission or who are allowed within the premises by Tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises; and (viii) comply with all lease provisions and rules and regulations in effect and enforceable by law.

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**C. Repairs:** Furthermore, Landlord shall make, at Tenant's sole expense, all required repairs whenever damage to any portion of the premise shall have resulted from Tenant's misuse, waste or neglect or that of his employee, family, agent, guest or visitor. Landlord agrees to comply with all obligations set forth in the South Carolina Residential Landlord and Tenant Act. Tenant's obligation to reimburse Landlord on demand for damages includes, but is not limited to, the following items, whether caused by Tenant, his employee, family, agent, guest or visitor: (a) glass breakage; (b) repair for all plumbing when damages occurred as a result of freezing pipes or fixtures; (c) repair of any stoppage of plumbing fixtures or damaged lines within premises or damage done to the premises by leakage, overflow or discharge from said plumbing or fixtures and from washing machines, dishwashers, or appliances of any kind when such stoppage and/or damage occur; (d) repair of any stoppage or breakage of the garbage disposal; (e) Tenant shall be obligated to change all air conditioner and/or heating filters every 30 days and if filter is found in unsatisfactory condition, Tenant will automatically be liable for possible damages to the air conditioning/heating system; and including a \$ \_\_\_\_\_ fine; (f) Tenant is responsible for any damage caused by Tenant's appliances and furniture; (g) any repairs resulting from theft, malicious mischief, or vandalism; (h) Tenant is responsible for changing all burned out interior and exterior lights. If Tenant shall have rendered the said premises uninhabitable to any degree or caused or permitted destruction of any portion of said premises, this Lease Agreement shall terminate immediately with landlord to have all rights and recourse given by Section 16 hereof regarding Abandonment by Tenant. Failure to take responsibility will result in damages being itemized and withheld from all Tenants' security deposits.

**19. ALTERATIONS. Tenant is forbidden to change, remove or add locks,** paint, mark, drive nails, screw into, or otherwise deface or alter the walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the premises. Landlord and its affiliates will supply information about proper picture hanger hooks. Upon termination, Tenant will restore the premises to its original condition, safety and appearance, at the time of occupancy excepting ordinary wear and tear except for cleaning. Tenant will promptly reimburse Landlord for any restoration expenses. You may not alter the exterior or common areas of the house at all without approval.

**20. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).

**21. CONDITION OF PREMISES.** Tenant acknowledges inspection of the premises and agrees it is safe, fit and habitable and that the electric, plumbing, heating, and air-conditioning system and all appliances furnished by Landlord are in good working order. The acceptance of possession by the Tenant is an acknowledgment that the premises are clean and in good condition. On the termination of the Lease, Tenant agrees to vacate the property, remove all furniture and personal property and leave it in the same clean, good condition as when accepted by Tenant. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT TENANT'S SECURITY DEPOSIT SECURES COMPLIANCE WITH THIS REQUIREMENT, INCLUDING THE REQUIREMENT THAT ALL PERSONAL PROPERTY BE REMOVED AND THE PREMISES BE LEFT IN A CLEAN, HABITABLE CONDITION.**

**22. DEFAULT.** If Tenant fails to perform any of the terms of this rental agreement other than non-payment of rent, Landlord shall have the remedies available to it under the Residential Landlord and Tenant Act. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord is entitled to reasonable attorney fees and costs.

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**23. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT.** If rent is unpaid when due and the Tenant fails to pay rent within five (5) days from the due date, the Landlord may terminate the Rental Agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the Rental Agreement.

The Landlord may recover actual damages and obtain injunctive relief in Magistrate's or Circuit Court without posting bond for any noncompliance by the Tenant of the terms of this Rental Agreement. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney fees and costs.

If there is non-compliance by the Tenant with Paragraph 17, Tenant Obligations, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is non-compliance by the Tenant with Paragraph 17, Tenant Obligations, materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may terminate the Rental Agreement. If the Rental Agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the Rental Agreement and reasonable attorneys fees and costs. **Any claim not satisfied by Tenant may be turned in to the credit bureaus and collection agencies.**

**24. REMEDY AFTER TERMINATION.** If the Rental Agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Rental Agreement, reasonable attorneys fees, collection costs and court costs.

**25. ENTRY BY LANDLORD.** Tenant will allow Landlord and/or his agent to enter into the premises to inspect, make necessary repairs, decorations, alterations, improvements, supply necessary services, or exhibit the premises in accordance with The South Carolina Residential Landlord and Tenant Act.

**26. PARKING RULES AND REGULATIONS.** Limited *designated* parking is available, some for rent, for Tenants. Trucks over 1-ton GVWR, tractors, boats, trailers or other vehicles are not permitted. Parking on any grass area is expressly prohibited. Landlord has the right to remove any abandoned, wrecked, disabled, unregistered, illegal, unauthorized or nuisance vehicle at the Tenant's expense. Repairs requiring on site disassembly will not be permitted.

**27. INSPECTION.** Inspection will be made by the Landlord within three (3) working days after Tenant has vacated the premises. Inspections are not normally made on holidays or weekends, and UTILITIES MUST BE LEFT ON AT THE TIME OF INSPECTION. Charges to reconnect utilities will be charged to your account. Tenant has the right to be present during the inspection, and Tenants' failure to appear at the inspection may constitute Tenants' acceptance of Landlord's inspection report as conclusive and final.

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**28. PEST CONTROL.** Tenant will immediately report any pest problem. If Landlord reasonably determines that Tenant is responsible for any pest problem, Tenant shall be responsible for expenses incurred by Landlord in remedying the pest problem, which expenses shall be additional rent hereunder.

**29. INSURANCE.** Landlord does not carry insurance which covers Tenant's personal property or personal liability. Tenant is advised to obtain his own renter's insurance. Tenant must comply with all requirements of Landlord's insurance carrier and will not cause cancellation or increase in the cost of insurance thereon.

**30. DESTRUCTION OR DAMAGE TO THE PREMISES.** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of Tenant's intention to terminate the Rental Agreement, in which case the Rental Agreement terminates as of the day of receipt of written notice; or, if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty; in which case the Tenant's liability for rent is reduced in proportion to the diminution of rental value of the dwelling unit.

**31. CONDEMNATION.** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of Eminent Domain of all or any part of the rented premises or surrounding grounds of which they are a part. Any and all awards of the condemning authority belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and or building(s) of which the rented property are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of Eminent Domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of said taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

**32. RESPONSIBILITY.** Each party who signs this Rental Agreement is jointly and severally responsible for the obligations herein

**33. REGULATIONS.** The following are not permitted and are subject to confiscation by Landlord: heaters, birds, cats, dogs and other animals, waterbeds, electrically amplified musical instruments, drums, drum sets, antennas and satellite dishes. Tenant is responsible for the condition of his or her unit. Landlord reserves the right to levy and collect charges for damages due to unauthorized use of or alterations of rooms, equipment, or building, and for special cleaning necessitated by improper care of rooms or equipment. Tenant should inspect the premises upon arrival and give notice of any damages or malfunctioning equipment. Tenant agrees to indemnify and hold harmless Landlord from any and all suits, claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, resulting from or arising out of any injury to Tenant, personal property, or the property of others while in the possession of Tenant.

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**34. ABANDONMENT.** If during the term of Tenant's occupancy, prior to the expiration of this agreement, Tenant vacates or abandons the premises for more than fifteen (15) days without notice to the Landlord, Landlord has the right to enter into and repossess the premises. In the event Tenant is required to be absent from the premises for a period of more than thirty (30) days consecutively, notice of such fact should be given to the Landlord/Agent. Absence from the premises for a consecutive period of more than thirty (30) days without prior notice may be determined to be abandonment. Tenant's obligation to pay rent as it accrues continues after abandonment.

**35. MILITARY CLAUSE.** If the Tenant is a member of the Armed Forces of the United States, stationed in the Tri-County area (Dorchester, Berkeley or Charleston Counties), and shall receive permanent change of station orders out of the Tr-County area, Tenant may, upon presentation of a copy of said orders of transfer to Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the servicemember's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

**36. PARTIAL INVALIDITY.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws enacted during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is invalid or unenforceable there be added a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**37. CONSTRUCTION OF AGREEMENT.** This instrument, executed in duplicate is to be construed as a South Carolina contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Landlord and the Tenant. If two or more persons are named herein as Tenant their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not be considered a part of this agreement or to be used in determining the intent of the parties to it.

**38. NOTICE AND SERVICE.** Any notice required or authorized to be given hereunder pursuant to applicable law shall be sent by certified or registered mail or hand delivered to the following addresses:

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or at the address to which rental payments are made. The name and address of the person authorized to act on behalf of the owner as agent is \_\_\_\_\_. Service of process may be made upon said agent and said agent is authorized to receive notice or demands under this Lease.

**Tenant Initials** \_\_\_\_\_

**39. WAIVER.** Tenant is considered to have waived violation of the Landlord’s duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord’s duties under the South Carolina Residential Landlord Tenant Act, as a defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services.

**40. MODIFICATION.** No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as stated.

**41. CAPTIONS.** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference, and shall not constitute a part of the Rental Agreement, nor shall they affect its meaning, construction or affect.

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first shown above.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by all parties to this Agreement. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above-written.

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LANDLORD Signature

BY \_\_\_\_\_  
AS \_\_\_\_\_

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TENANT Signature

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TENANT Print Name

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TENANT Signature

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TENANT Print Name

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