



**RESIDENTIAL RENTAL AGREEMENT
STATE OF SOUTH CAROLINA)
(COUNTY OF ANDERSON)**

This rental agreement made this _____ day of _____ between _____ after referred to as “Resident,” and TOWN & COUNTRY PROPERTY MANAGEMENT, INC., Agent, or agent for the owner, hereinafter referred to as “Agent;”

WITNESSETH: In consideration of the rents, covenants and agreements herein contained, the parties hereto for themselves and their respective heirs, successors and assigns do hereby agree:

1. PREMISES: Agent on behalf of the Owner does hereby rent to Resident the following premises: _____

2. TERM: The premises hereby rented, subject to the covenants and agreements herein set forth is for a term of months, on _____ and end at midnight _____. Resident covenants, that upon the termination of this agreement, or any extension thereof, that he/she will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear excepted. If either Agent or Resident does not wish to renew this agreement, the party not wishing to renew shall notify the other party in writing not less than thirty (30 calendar) days before the expiration of this agreement of such intention not to renew. Otherwise, this agreement will automatically be renewed from month to month, at an additional \$50.00 per month, and either party must give (30 calendar) day’s written notice of termination.

3. APPLICATION: Resident’s application is an important part of this Agreement, it is incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Residents and/or later discovered by Agent may VOID this Agreement, at option of Agent.

4. ACCEPTANCE OF PREMISES: Resident acknowledges that he/she has inspected the premises and he/she agrees that the premises and any common area in connection with them are in a safe, fit and habitable condition in and accepts the premises in an “as is” condition. Resident must notify Agent within 72 hours of move-in of any unsatisfactory issues.

5. PERMITTED OCCUPANTS: Resident acknowledges that the premises will be used only for the “Quiet Enjoyment” of his/her immediate family _____

_____ as a private residence and Resident shall not permit the premises to be used in any unlawful manner, or in any manner that may be in “AGENT’S EXCLUSIVE JUDGEMENT”, disturbing to another resident or for purposes that may injure the reputation, safety, or welfare of the property. Resident shall not allow or permit the premises to be occupied or used as a residence by any person other than himself/herself and those set out in the Rental Application form. Agent

shall have the right to terminate this Agreement should Resident fail to comply with terms of this Rental Agreement.

ANY PREMISES MANAGED BY TOWN AND COUNTRY PROPERTY MANAGEMENT IS TO BE A “DRUG FREE” RESIDENCE. THE RESIDENT SHALL NOT ALLOW ANY MEMBER OF RESIDENT’S HOUSEHOLD OR THEIR GUESTS TO ENGAGE IN OR FACILITATE IN ANY TYPE OF CRIMINAL ACTIVITY ON OR NEAR THE COMMUNITY, INCLUDING BUT NOT LIMITED TO VIOLENT CRIMINAL ACTIVITY OR DRUG ACTIVITY.

ANY VIOLATION OF THIS, BEING AS FEW AS ONE, SHALL CONSTITUTE A VIOLATION OF THE LEASE AND WILL BE GROUNDS FOR IMMEDIATE TERMINATION. PROOF OF VIOLATION SHALL BE BY A PREPONDERANCE OF THE EVIDENCE, UNLESS OTHERWISE PROVIDED BY LAW.

6. RENT: Resident agrees to pay Agent a total rent of \$_____ payable in monthly installments of \$ 1200.00 at the Resident Service Center of Town & Country on the first day of each month. **(ANY UTILITIES INCLUDED IN RENT SHALL BE SUBJECT TO INCREASE AS IMPOSED BY UTILITY COMPANY AND SHALL NOT BE SUBJECT TO THE RENEWAL DATES OF THE SPECIFIED LEASE.)**

IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five (5) days of the due date, the landlord can begin eviction proceedings. You will get no other notice as long as you reside in this rental unit. South Carolina Code of Laws §27-40-710

7. LATE CHARGE: Should the rent above stated not be received by Agent by close of business the fifth (5th) of each month, Resident agrees to pay a late charge of \$50.00. If the fifth falls on a weekend or holiday, rent should be received by the Agent by close of business the preceding business day in order to avoid a late charge. Payments after the fifth (5th) shall be subject to additional collection costs and legal fees. Checks that are returned shall not constitute rent payment and shall be subject to the late charge, return check fees, and collection costs. If rent is not paid by the fifth (5th) of each month, ejection could result. This is your notice in clear and conspicuous language.

8. RENT PAYMENT RESPONSIBILITY: It is expressly understood that this agreement is Between Agent and EACH SIGNATORY, individually and severally, whether related by marriage, blood, or in the case of ROOMMATES. This means that in the event of default by one signatory, the others shall be responsible for timely payment of rent and other provisions of this agreement and shall each be responsible until the other party releases them from obligation of the lease.

9. SECURITY DEPOSIT: Resident hereby deposits \$_____ as security subject to the Security Deposit Agreement and South Carolina Code of Laws §27-40-410.

Where applicable, said deposit is refundable to Resident within thirty (30) days after the premises has been vacated. Security Deposit is only refundable if ALL CONDITIONS of the Security Deposit Agreement have been met or pursuant to §27-40-410. The deposit is to be held by the Agent as long as the resident occupies the premises. Security Deposit may be used by

Agent to apply toward payment of any damages to the apartment beyond normal wear and tear, accrued rent, and damages resulting from non-performance of any conditions of this agreement or §27-40-510 by Resident. The Security Deposit is not any part of the rent herein reserved, and consequently cannot be deducted for the final month's rent, but may be used to pay accrued rent left unpaid. Resident shall notify Agent, in writing, of a forwarding address within (20 calendar) days of vacating the premises, whether vacating the premises is voluntarily or involuntarily, in order to return some or all of the security deposit, if any remains after repairs; or if the Resident fails to provide the Agent with a forwarding address, the balance will be sent to the last known address, if any remains after repairs.

I certify that my Security Deposit in the amount of \$_____ will be held in an interest bearing account and I understand that any interest earned is the sole property of Town and Country Property Management, Inc. and agree to waive any and all rights to this revenue.

10. UTILITIES: Resident shall pay for all utilities in connection with the premises unless otherwise agreed in writing. In no event does Agent guarantee utility service to premises or damages resulting there from. A statement from the Utility Company is required before keys can be given. (UTILITIES ARE TO BE PUT IN TENANTS NAME.)

11. HOUSEKEEPING, MAINTENANCE AND REPAIRS: Resident agrees to keep the premises in good condition and to prevent the premises, including woodwork, floors, and walls, or any furnishings, fixtures(including commodes & garbage disposals), appliances, or contents therein from being damaged or depreciated in any manner, and further, Resident agrees to pay for any loss, breakage, or damage thereto. Resident also agrees to pay for any damage done by wind or rain caused by leaving windows or doors open, by the overflow of water from water pipes, breakage of glass, damage to screens, or deterioration of lawns and landscaping as a result of the neglect or abuse of the Resident. Resident agrees to pay for damages to Agent's' property as a result of malfunctioning of any property owned by Resident. If resident contracts work without approval by Agent, Resident assumes full responsibility for cost and/or damages. If Resident deducts any cost from rent, rent will be subject to penalties of nonpayment as outlined in section seven.

12. PEST CONTROL: Tenant will report any pest problem within fourteen (14) days of possession. Tenant's failure to identify any pest problem within said fourteen (14) days shall constitute Tenant's agreement that premise has no infestation of any kind. Any future infestations of any kind, including Bed Bugs, shall be the responsibility of Tenant. Failure of tenant to notify management and to eradicate infestation could result in eviction.

13. PETS: No pets are allowed on the premises without the express written approval of Agent. If any pet is found on premises, Resident is subject to ejection due to non-compliance of this rental agreement.

14. ABANDONMENT: Resident must notify Agent, in writing, of any anticipated extended absence from the premises in excess of fifteen (15) days. Notice shall be given on or before the first day of any extended absence. Residents' unexplained and/or extended absence from the premises for fifteen (15) days or more without payment of rent as due shall be prima facie evidence of abandonment.

15. BREACH BY RESIDENT: Resident shall be responsible for all reasonable expenses as a result of breach of Resident, including any and all collection/financial fees, reasonable

attorney's fees, and court costs incurred in the collection of rent or enforcement of any provision of the Rental Agreement.

16. RESIDENT'S PERSONAL PROPERTY: All property on the leased premises shall be at the risk of Resident only, and Agent shall not be liable for any damage there to or theft there of; nor shall Agent be liable for the act or neglect of any other Resident or occupant of the building, lack of repair of the building, or any accident occurring in or about the building. Agent does not have insurance coverage on any of Resident's property, thus, Agent strongly recommends Resident obtain rental insurance coverage. Resident acknowledges that they were advised that he has the right and option to obtain such insurance for his personal property and for liability (in the event the tenant's negligence resulted in an accident, or one of the guests had an accident).

17. SUBLEASE AGREEMENT: That Resident may not assign or sublet the within premises. Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than himself and those set out in the Rental Application Form.

18. RIGHT OF RE-ENTRY INSPECTION: Resident agrees to permit Agent or his agents to enter these premises between 8AM and 8PM for requested repairs and between 9AM and 6PM for preventive maintenance. Agent may enter premises anytime in case of fire, storm, or need for emergency repair. Resident agrees to allow TOWN AND COUNTRY, its successor or assign, to show the premises from 9AM to 6PM to prospective tenants or purchasers. Agent shall give resident 24 hours' written notice before entering premises UNLESS due to emergency or responding to work order request from Resident.

19. MORTGAGES AND CONDEMNATIONS: Should the leased premises be taken by condemnation by any authorized governmental entity or agency, this rent paid or due, Resident specifically waives any claim to a portion of the compensation received for the condemned property. This Agreement is subject to all present and future mortgages affecting the premises, and Resident hereby appoints Agent as attorney in fact to execute and deliver any and all necessary documents to subordinate this Lease to any mortgages affecting the premises.

20. ACKNOWLEDGEMENT: Where applicable, the Community Policies concerning common areas and facilities are incorporated and made part of the Rental Agreement, the acceptance of which is hereby acknowledged. The undersigned resident hereby acknowledges receipt of a complete copy of this Rental Agreement, the Community Policies, the Security Deposit Agreement, and the Move-In Inspection Form.

21. NOTICES: Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed first-class or hand delivered to the following address: Resident – The address of the premises. Agent – The address to which rental payments are sent. It is further agreed that all notices to the Manager shall not be considered properly delivered until actually received in the Agent's office and acknowledged by written receipt thereof. Should ejection procedures become necessary such notice to Resident shall be sent by private courier, United States mail, certified United States Mail or hand delivered. Notice is deemed effective and perfected at the moment the communication is placed in the mail or at the moment of personal delivery.

22. VACATING PREMISES: South Carolina state law requires a written thirty (30 calendar) day notice of intent to vacate. This written notice should be sent to Town & Country

Rental Office and should comply with the conditions of the Security Deposit and Rental Agreements. If you do not vacate your house or apartment by the date you have specified in your thirty (30) days notice form, you will be held responsible for additional charges, which may be equal to one (1) months rent.

23. BREACH OF CONTRACT: In the event I terminate my lease prior to the expiration date, for whatever reason, I fully understand that I must pay the following damages:

- Loss of the security deposit
- One (1) month’s rent for the 30 day notice requirement specified in #2 above.
- Liquidated damages equal to one (1) month’s rent. This is in addition to the above.
- Resident must repay any rental concessions (free rent, discounted rent, merchandise giveaways, etc.) they received that were based solely on a one (1) year lease term.
- Any and all expenses associated with making unit rental ready.

24. ITEMS marked below are included in the premises at the time of occupancy:

Stove <u> x </u>	Washer & Dryer <u> </u>	Mini blinds <u> x </u>
Refrigerator <u> x </u>	Heater <u> </u>	Curtains <u> </u>
Dishwasher <u> x </u>	Ceiling Fan <u> x </u>	Smoke Detector(s) <u> x </u>

25. COMPLIANCE: Nothing in the agreement is intended to be contrary to the South Carolina Real Estate Landlord Tenant Act. If any clause or paragraph is held to be contrary to the South Carolina Real Estate Landlord Tenant Act, said clause or paragraph will be severed from the agreement and the enforceability of the remainder of the agreement will remain in full force and effect and be unaffected by the severance.

26. MEGAN’S LAW: The Resident and Landlord agree that the Agent representing Resident or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Resident and Landlord agree that no course of action may be brought against the Agent representing Resident or Landlord and all affiliated agents for failure to obtain and disclose any information contained in the South Carolina Sex Registry. The Resident agrees that the Resident has the sole responsibility to obtain such information. The Resident understands that the Sex Offender Registry information may be obtained from the local sheriff’s department or other appropriate law enforcement officials.

27. JURISDICTION: Any action at law or equity shall take place in ^{Anderson}Anderson ~~Anderson~~ SC County and be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and day first written above.

_____	_____	_____
Resident	Date -	Time
_____	_____	_____
Resident	Date	Time
_____	_____	_____
Agent	Date	Time



SECURITY DEPOSIT AGREEMENT

THIS IS TO INFORM YOU THAT YOUR SECURITY DEPOSIT OF \$905.00 IS REFUNDABLE WITHIN THIRTY (30) DAYS AFTER YOU VACATE PROVIDED:

1. Lease Agreement has been fulfilled.
2. Thirty (30) days notice to vacate is given in writing.
3. No outstanding balance is due.
4. No fixtures or parts of appliances are removed.
5. No damage to house or apartment is found which were not listed on the Move-in Inspection Form.
6. House or apartment is left clean, including the kitchen, appliances, bathrooms, carpets, curtains, etc. All fixtures, light bulbs, and appliances are to be in working order.
7. All keys are returned and a forwarding address is given.
8. No discarded furniture, trash, or other items are left.
9. If the agent is unable to deliver possession of the premises at the commencement hereof, agent shall not be liable for any damage caused by failure of previous resident to vacate if agent has made every reasonable effort to obtain possession but resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered within five (5) days of the commencement of the term hereof.

Security deposits may be placed into an interest-bearing escrow account and all revenue for the same shall be the property of Town & Country Property Management.

THIS SECURITY DEPOSIT IS NON-REFUNDABLE AFTER 72 HOURS OF RECEIPT

DEPOSIT SHALL BE REFUNDABLE IN FULL ONLY IF PROPER NOTICE OF TERMINATION HAS BEEN GIVEN, ALL RENTAL AND OTHER CHARGES AGAINST RESIDENT HAVE BEEN PAID IN FULL, AND ALL CONDITIONS OF THE RENTAL AGREEMENT BETWEEN AGENT AND RESIDENT HAVE BEEN MET.

THIS IS TO CERTIFY THAT I HAVE READ THE ABOVE CONDITIONS (on previous page) AND FULLY UNDERSTAND MY RESPONSIBILITIES.

ADDRESS: _____

_____	_____	_____
Resident	Date	Time
_____	_____	_____
Resident	Date	Time
_____	_____	_____
Agent	Date	Time



COMMUNITY POLICIES

1. **OCCUPANCY** – The allowed number of occupants in a dwelling is determined by the size and availability of parking spaces but limited to two (2) persons per bedroom. Each occupant must be listed on the application/lease with no substitutions made without prior approval of the manager. The manager is to be notified of any occupancy change during the term of the rental agreement.
2. **NOISE** – Residents must not permit any disturbing noise by their family or guests, nor permit conduct that interferes with the rights, comfort, or convenience of other residents.
3. **CONDUCT** – Residents shall be responsible for the conduct of family members and any guests at all times. Residents shall be responsible for any damage done by themselves, their children or their guests.
4. **ANTENNAS** – No wires, cables, aerials or satellites for radio or television purposes shall be installed to the roof or building structure by residents.
5. **LOCKS** – No additional locks are to be put on any door or window without prior written consent of the manager, and all locks shall remain with the leased premises. Existing entry locks shall not be changed under any circumstances. With the addition of any lock, keys must be provided to Management.
6. **BALCONIES, PATIOS AND WINDOWS** – No item shall be dusted, shaken or thrown out of the windows or doors of any dwelling. No flags or banners of any kind shall be displayed on the outside of any apartment or condo. No laundry, clothing, rugs, or other items shall be hung on, from or around outside of the apartment or condo. All window treatments must appear white from the outside of the apartment or condo. Garden hoses should be kept in an orderly manner.
7. **ENTRANCES AND EXITS** – Residents shall be responsible for keeping the outside area of their dwelling clean and free of debris. No gasoline or other combustible material shall be kept on the premises. A removal charge of \$25.00 will be assessed for all trash left on patios, breezeways and laundry rooms. Trash shall be removed from property in a timely manner.
8. **BARBECUE GRILLS** – Only ~~gas~~ electric barbecue grills are allowed. Grills are not to be used in breezeways and shall not be used too close to vinyl siding. Any resulting damage shall be repaired or replaced at tenant's expense. Grills shall be kept clean at all times when not in use.
9. **LIGHTS** – Town & Country has tried very diligently to provide sufficient lighting to make our communities safe and attractive during nighttime hours. Lights in the common areas are maintained and lit by Town & Country Property Management, but those at the entry to each

apartment are the responsibility of the tenant occupying the apartment and should be replaced by the tenant when needed.

10. **PETS** – Pets are only allowed per lease agreement and with a written Pet Agreement and must adhere to the size and weight restrictions. Pets are required to be kept on a leash at all times. When being walked outside the apartment, any pet droppings are to be removed by the owner immediately.
11. **ROUTINE SERVICE REQUESTS** – For maintenance requests, please call the appropriate Property Management office during normal business hours and leave a detailed message including your name, unit number and phone number.
12. **EMERGENCY SERVICE** – After hours service is provided for emergency situations only. E.g. no heat in winter, broken water line, etc. Please call the appropriate rental office and follow the emergency instructions.
13. **PROPERTY DAMAGE** – Residents shall be responsible for all repair and service costs resulting from negligent, abusive, or careless use. The best way to avoid misusing equipment is to understand its operation. If you have questions about any equipment provided, we will be happy to help you.
14. **ALTERATIONS** – Do not drill, mark, paint, or otherwise alter any part of any building without the manager’s written permission. Small nails should be used for hanging pictures.
15. **PARKING** – Parking shall be done in an orderly manner in the spaces provided. Only two spaces per apartment are provided. Vehicles must have a current tag, and be in operative condition. Any vehicle in noncompliance is subject to being towed at the owner’s expense. Vehicles should be parked in spaces designated for parking only.
16. No signs, placards or other advertisements of any character shall be placed on the premises by residents.
17. Residents shall at all times be properly attired when appearing in any public area.
18. No discharging of firearms or fireworks shall be permitted on the premises or adjoining property.
19. Batteries in smoke detectors should be replaced by resident when needed. Heating/cooling filter should be changed monthly by resident to keep your power bills down and to keep equipment at peak operating capacity.
20. **ENFORCEMENT AND FUTURE CHANGES IN COMMUNITY POLICIES** – Management shall have the right and authority to enforce the Community Policies by means of additions and deletions from time to time.

_____ Resident-	_____ Date	_____ Time
_____ Resident -	_____ Date	_____ Time

Move-Out Procedures

Please remember to contact the office to complete your thirty-day notice as soon as you make a decision to move. Please remember that once you have submitted your notice, we will be actively trying to rent your unit. If you do not feel that you will be vacating your apartment by the date given, you must contact the office immediately. Upon your decision to move, please review the following procedures carefully:

1. Rental agreement must be fulfilled or penalty fees will be charged according to your rental agreement.
2. A full thirty (30) day notice with a forwarding address is required in writing.
3. Notify the utility company of transfer or disconnect.
4. Upon vacating the unit, please leave refrigerator door open, turn the main circuit breaker off and make arrangements to return the keys on the day listed on your move out notice. You will be charged rent every day until the keys are returned.
5. Notify management when you are completely finished and we will inspect the premises and notify you in writing of any charges. Inspections will be scheduled and conducted M-F between 9am-4pm.
6. Excluding normal wear and tear, you will be charged for costs of repairs and damages.
7. On the attached page is a summary of average prices of cleaning fees, repairs and replacement items that MAY apply to you. This list is not complete and other charges could apply. Please give your location a thorough “spring cleaning”.

If you need further assistance or have any questions, please do not hesitate to call on us.

I acknowledge that a copy of the Move out Procedures was received at the time I moved in to the address listed above.

Resident

Property Address

Date

Agent



FOR ADDRESS: 121 Wexford Drive #206, Anderson, SC 29621

IMPORTANT NOTICE AS REQUIRED BY LAW

It is South Carolina State Law that all rental property has a smoke detector in working condition. In addition to the smoke detectors, some properties use carbon monoxide detectors as well.

IT IS THE RESPONSIBILITY OF THE TENANT TO REPLACE BATTERIES IF APPLICABLE IN THE SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS OR TO NOTIFY MANAGEMENT, WITHIN 15 DAYS, IF THE DETECTORS BECOME DAMAGED OR DOES NOT WORK.

This is to verify that the above address has detectors in good working condition at the time of move-in. **The tenant understands and has been told they are responsible for testing and/or replacing batteries in these detectors.** This should be done at least every 6 months. The tenant agrees that they understand how to change batteries and how to test the detectors.

This property has the following types of detectors:

SMOKE

CARBON MONOXIDE

Resident - Date: _____

Resident - Date: _____

Witness - Date: _____

Agent Date: _____



Repair and Maintenance Information

1. Repair calls should be made to the following numbers during the prescribed time periods:

- Weekday during business hours 8:00am-5:00pm 224-8300
- After hours and weekends (Emergency calls only) 377-3390

When calling the emergency line you will hear a recording. **Please leave your name, property address and telephone number.** Please speak slowly and clearly so we will be able to return your call.

2. **Only true emergency calls will be handled after hours and during weekends!** If your call is not an emergency, we will handle it as efficiently as possible during the next business day.

3. The following are considered emergency calls:

- Broken water or gas lines that cannot be turned off manually by tenant.
- Fire issues.
- Toilet is unusable and there is only 1 bath in property. We will ask you first if you have attempted to use plunger before dispatching a service man. If we come out and there has been too much paper or a foreign object is causing blockage we will charge you \$100 for the emergency call.
- An exterior door that can't be secured due to an accident.

4. Not all our service men work for Town & Country Property Management, Inc. They are independent business people and will respond to your requests as soon as possible.

5. Repairs that are necessary through no fault of the property owner will be charged to the tenant. (Examples: broken window panes, too much paper or foreign objects in toilet, a tripped breaker, broken door knobs and doors, window and door screens torn out, overloaded electrical outlets, grease and unacceptable objects in disposal, etc.)

RESIDENT SIGNATURE _____ DATE _____