

RESIDENTIAL RENTAL AGREEMENT
STATE OF SOUTH CAROLINA

IVEY RENTALS
P.O. Box 1206 SPARTANBURG, SC 29304

COUNTY OF _____

DATE/ This rental agreement, made and entered into this _____ Day of _____ 20__ by and
PARTIES between Ivey Rentals, Landlord, and _____,
_____, Tenant,
Driver's License: _____ Social Security#: _____

DESCRIPTION AND TERMS 1. That Landlord, in consideration of the rent served herein to be paid by said tenant, and of the covenant's, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Tenant, does hereby let and rent unto said Tenant the premises known as _____, in or near _____, South Carolina, to be used and occupied by said tenant as a residence, and for no other purposes for a term beginning _____ and ending _____. If either the landlord or the tenant does not wish to renew this rental 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 rental agreement of such intention to renew: otherwise this rental agreement shall be automatically renewed from month to month on the same terms and conditions contained in this agreement and either party must give thirty (30) Days writing notice of termination. The tenant's notice must be accompanied by last month's rent payment. Your deposit **IS NOT** considered your last month's rent.

Rent 2. That the tenant, in consideration of the use of the demised premises and of the covenants and the agreements made herein by the landlord, rents said in premises and does hereby promise to pay Ivey Rentals on the first (1st) day of each month, as a rental (\$ _____) dollars in lawful money of the United States, payable as follows: _____.

USE 3. The dwelling is to be used as a private dwelling and for no other purpose.

LATE FEES 4. Tenant understands that if the total rent is not received in the office or in the mail by the Fifth (5) of the month, there will be a \$65 fee in addition to the full amount of the rent. If payment is not received by the tenth (10th) eviction proceedings will be filed at the beginning of the next business day. If eviction must be filed, consider this a written 5-day notice. If your check is returned for any reason, you will need to start paying cash, money orders, or e-rent ONLY. There is a \$35 fee for returned checks.

SECURITY 5. A Security Deposit of \$ _____, collected from the tenant when this rental agreement is executed shall be refunded to the tenant within thirty (30) days after premises have been vacated, provided upon inspection, the premises are found to be in good condition as at the beginning of the rental agreement and provided the covenants agreements and conditions on the part of the tenant have been complied with entirely. The security deposit is not any part of the rent herein reserved and consequently cannot be deducted for the final month's rent.

CONDITION OF PREMISES 6. Tenant accepts the premises in the present condition with the following exceptions: _____

WINTERIZING 7. In subfreezing (below 32) 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 adequate heat to prevent frozen or busted pipes in their units. Also, you can let faucets have a slow drip through the night. Disconnect outside hose pipes.

- TENANT MAINTENANCE
8. Tenant agrees to keep and maintain the premises in good clean condition and to make no alterations or additions thereon without written consent of the landlord, or the landlords agent. It is especially understood that the tenant will maintain the following items at their own expense: keep the sinks, lavatories, and commodes open, report any malfunction within five days of occupancy, replace any damage to interior or exterior walls, equipment, electrical or plumbing fixtures, screens, doors, and other furnishings. Keep lawn and shrubbery trimmed, gutters cleaned, outside grounds free from unsightly objects and other debris, change heating and air conditioning filters every (3) months, pay for any service to heating and system caused by Tenants inadequate supply of fuel, repay landlord for the cost of all repairs made necessary by negligent or careless use of said premise. IF AIR CONDITIONING PROBLEMS ARE A DIRECT RESULT OF FILTERS NOT BEING CHANGED THE TENANT WILL BE RESPONSIBLE FOR ALL THE REPAIRS.
- The tenant agrees to promptly report any repairs which need to be made to the property. No tenant-incurred expenses shall be deducted from the monthly rent under any circumstance whatsoever. To pay for all utilities used while occupying said premise. Indiscriminately hanging of pictures, ceiling hooks, decorative plates, stick-on posters and emblems or other items of a similar nature shall be treated as damages. Tenant is also responsible for the acts of their children, visitors and visitor's pets. No pets are allowed in our properties.
- RIGHT OF RE-ENTRY
9. Tenant agrees to permit the Landlord or his agents to enter these premises at reasonable hours for the purpose of making inspections and repairs after a twenty-four (24) hour notice to the tenant has been given and permit the landlord or his agents to enter in case of fire, storm or need for emergency repair. Tenant also agrees to allow a representative of Ivey Rentals to show the premise during daylight hours to prospective tenants during the last (30) thirty days of the tenant's occupancy of the premises.
- SUBLETTING
10. The tenant further covenants that he will not allow anyone to share said premises. Do not keep roomers or boarders, nor assign, sublet or transfer said premise or any part thereof without the landlord's written consent.
- CONDEMNATION
11. It is agreed by and between the landlord and the tenant that if the whole or any part of premise hereby rented shall be taken by a competent authority or any public or quasi-public use or purpose then and in that event the terms of this rental agreement shall cease and terminated from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be property of the landlord.
- EVICTION
12. In the event the premises are condemned by a government agency (such as the Health Department) or the tenant is evicted due to the landlord's negligence, then this agreement will terminate from date of said 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 and its agents, this rental agreement shall terminate after a fourteen (14) day notice to the tenant. The landlord may re-enter and repossess the said premise and remove and put out the tenant and each and every occupant. In the event of re-entry by the landlord it is herein provide that tenant shall be liable in damages to said landlord for all loss sustained.
- DAMAGES BY FIRE TO PREMISES
13. If during the term of the rental agreement the premises should be partially destroyed by fire, or other casualty, the landlord will make the whole any damages to the structure with all reasonable diligence and without interruption of tenancy. If, however, the premises sustain a fire or other that tender the premises uninhabitable, then the rental agreement would be terminated and the rent would cease to accrue as of the date of destruction. In the event the fire or other casualty, that the tenant is to notify the landlord or agent at once. The tenant shall be responsible for insuring his own possessions against fire and other catastrophes. Landlord and tenant will release each other from liability for loss or damage occurring or the rental premises or the premises of which they are a part or to the contents of either thereof, cause by fire or other hazards 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 in whole or in part of contributing cause of the casualty giving rise to the loss or damage, whether not be excused under the foregoing release and waiver.

QUIET ENJOYMENT 14. Landlord agrees and covenants that the tenant shall have peaceful and quiet enjoyment of the quiet enjoyment of the demised premises for the duration of his occupancy, provided of course that the tenant complies with the covenants, agreements, and conditions stated herein.

TENANT TRANSFER 15. If the tenant is transferred by his employer or if he is in the military service of the United States and is reassigned out of the Spartanburg area (6) six months from signing this rental agreement, he may cancel by giving thirty (30) days written notice to be effective as of the beginning of the rental period. Such notice must be accompanied by the full payment of last month's rent. However, liability under the lease will not be terminated until proof of such transfer is displayed.

CONDITIONS OF REFUND OF SECURITY DEPOSIT 16. (a) All terms and conditions of rental agreement have been met (b) Upon vacating premises, tenant promises to pay all charges in full. The burden of proof of payment shall be upon tenant. (c) Clean entire residence, remove all trash and other debris from premises. (d) Clean and restore carpet to original clean condition. (e) Lock and fasten all door and windows (f) Return all keys to Ivey Rentals/ The Palms on White (g) Leave forwarding address (h) Tenant will be charged for any damages to the property (l) See rules and regulations

RULES REGULATIONS 17. Tenant covenants and agrees to abide by the "Tenant Rules and Regulations" A copy of which is attached hereto.

RENT PAYMENT 18. It is expressly understood that this agreement is between the landlord and each signatory individually and severally. In the event of default by one signatory, each and every signatory shall be responsible for timely payment of rent and other provisions of the agreement.

19. This rental agreement shall be binding upon the 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.

CONTACT INFO 20. CELL _____ WORK _____ NEAREST RELATIVE _____

REFERENCES 21: (1) Name _____ Number _____ Relation _____ (2) Name _____ Number _____ Relation _____ (3) Name _____ Number _____ Relation _____

Witness as to Tenant

Tenant

Witness as to Tenant

Tenant

Witness as to Tenant

Tenant