



RESIDENTIAL RENTAL AGREEMENT

This Rental Agreement made at Greenville, South Carolina, this _____ day of _____, between _____ (hereinafter called "TENANT"), and _____, Owner (hereinafter called "LANDLORD"), by his Agent, Marchant Property Management, LLC, shall provide as follows:

THE [] LANDLORD [X] AGENT [] TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- 1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- 2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the County of Greenville, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

With the following exceptions: N/A

- 3. **TERMS:** This Rental Agreement shall commence on _____ and end on _____ at 5:00pm. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that the Tenant will quietly and peaceably deliver possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord. **If the unit is not ready to move in by the lease start date, Landlord will not be liable to tenant for damages or losses due to the delay, but tenant will not be required to pay rent until unit is ready for occupancy (this is the only remedy you have). Tenants acknowledge that Landlord and Agent will not be responsible for any tenant belongings that are left at the property once tenants return keys to our office.**

In case Tenant shall give notice in writing of his/her intention to quit the premises rented by him/her and shall not accordingly deliver up the possession at the time in such notice contained, the Tenant, his/her executors or administrators, shall pay to the Landlord double the **daily** rent which he/she otherwise would have been liable to pay.

Either party may terminate this Rental Agreement at the end of the initial term or extension with thirty (30) days written notice as defined in Paragraph 19. If no notice is given, then the Rental Agreement will be extended on a month-to-month basis with the same terms and conditions contained in this Agreement, with the exception of a rental rate adjustment as outlined in Paragraph 18. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

- 4. **RENT:** Tenant agrees to pay Landlord a total rent of \$ _____. Said rent shall be payable in monthly installments of \$ _____, on or before the first day of every month during said term. The rent is payable to Marchant Property Management, LLC at 100 W. Stone Ave., Greenville, SC 29609 or as Tenant may be advised from time to time in writing. Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay prorated rent unto the Landlord in the amount of total monthly rent divided by the number of days in the particular month being prorated. **Tenants are encouraged to pay rent online through the tenant portal to avoid delays. If Tenant fails to fulfil the terms and obligations set out in the lease agreement, a negative credit report reflecting Tenant's credit may be submitted to a collection reporting agency.**

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED 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. TENANT WILL BE RESPONSIBLE FOR REIMBURSING ALL EVICTION FEES, COURT FILING FEES, AND COURT COSTS.

The acceptance by the Landlord of any rent, whether it shall have accrued at the time of issuing such rule or shall subsequently accrue, shall not operate as a waiver of the Landlord's right to insist upon ejection, nor as a renewal or extension of the tenancy, but the rights of the parties as they existed at the time of issuance of the rule shall control.

5. **LATE FEES:** Tenant further agrees to pay a late fee of 10% of the full monthly rent amount if any portion of the rent is paid after midnight on the 5th of the month, regardless of weekends, holidays, or delays with the mail. Late Fees will apply to any payments including portal payments. Please note that all portal payments are initiated solely by tenants. Marchant does not draft payments.
6. **UTILITY & MAINTENANCE REDUCTION PROGRAM:** In addition to the monthly rent, the Utility & Maintenance Reduction Program of **\$10.00 is due on the 1st of each month without demand.** The Utility & Maintenance Reduction Program will be used to have HVAC filters delivered to the property approximately every 90 days. Tenant shall properly install the filter(s) that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.
7. **MARCHANT PROPERTY MANAGEMENT MASTER INSURANCE POLICY:** In addition to the monthly rent, the Master Insurance Policy Program of **\$17.00 is due on the 1st of each month without demand.** Tenants will be named as Additionally Insured under the Marchant Property Management Master Insurance Policy. The Master Insurance Policy Program will apply to all homes and tenants under the Marchant Property Management Master Policy. You may always carry any additional insurance coverage of your choosing. **PLEASE SEE MARCHANT PROPERTY MANAGEMENT MASTER INSURANCE POLICY ADDENDA.**
 - A. **\$100,000 Tenant Liability Insurance Coverage Provided Under the Marchant Property Management Master Policy.**
Benefit: Tenants are covered under the Marchant Property Management master policy for \$100,000 in liability.
 - B. **\$20,000 Renter's Content Coverage Provided Under the Marchant Property Management Master Policy.**
Benefit: Tenants are covered under the Marchant Property Management master policy for \$20,000 in renter's content coverage.
 - C. **\$10,000 Renter's Bodily Injury Coverage Provided Under the Marchant Property Management Master Policy.**
Benefit: Tenants are covered under the Marchant Property Management master policy for \$10,000 in bodily injury.
In the event of a claim: Tenants are instructed to contact Marchant Property Management for claim submission. **Deductible:** Tenants would be responsible for any charged deductibles of \$500 per incident (\$1,000 for Theft) for claims.
8. **RESIDENT BENEFITS PACKAGE:** The Resident Benefits Package is \$120 and due at move in. As part of your lease agreement, \$120 of the Nonrefundable Reservation Fee will be paid to Marchant Property Management to cover the Resident Benefits Package and the remainder will be converted to your security deposit. The Resident Benefits Package covers the cost of Application Processing, Pet Screening, Lease Preparation, Security Deposit Processing, Utility Concierge Service, Document Storage, Utility Confirmation, In Person Payments, Tenant Portal Access, Routine Maintenance Inspections, Move In and Move Out Inspections, Calls answered from 8:00am to 10:00pm, and 24/7 Repair Hotline.
9. **RETURNED CHECKS/MONEY ORDERS/ACH PAYMENTS:** Tenant agrees to pay \$35 , (but not more than the current statutory limit) for each dishonored check/money order/ACH payment, regardless of the reason, for bookkeeping costs and handling charges, **plus late charges if the payment is not made good before midnight on the 5th of the month of the original rent due date.** All future rent and charges, if more than one payment is returned, shall be paid in the form of cashier's checks, certified check, or money order. If any payment for the security deposit or first month's rent is returned for insufficient funds or stop payment, Landlord may declare this Rental Agreement void and immediately terminated. **PAYMENT FOR EACH DISHONORED CHECK AND FEES MUST BE WITHIN 3 DAYS OF NOTIFICATION BY CASHIER'S CHECK, AND/OR MONEY ORDER.**
10. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Marchant may apply funds received by Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned payment charges, repairs, utilities, eviction fees, pet fees, or any outstanding balance.
11. **OCCUPANTS:** Only persons designated in the Rental Agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. In no event shall more than _____ person(s) be allowed to occupy said premises. For purposes of this Rental Agreement the designated occupants are as listed below:

12. **SUBLEASE:** Tenant shall not assign or sublet, **nor temporarily rent out all or any part of the premises** without written consent of Landlord. Tenant shall not lease out premises even on a temporary basis. Tenant must have written permission from Landlord for guests to occupy the premises for more than 10 days.

13. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this Rental Agreement. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. 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 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which written notice and amount due from the Landlord may be sent. If the Tenant fails to provide the Landlord with the forwarding or new address; Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from Landlord. No portion of the security deposit will be released until all occupants have vacated the property and turned in all keys.

Release of the Security Deposit, at the option of the Landlord is subject to the provisions below:

- a. The full term of the agreement has been completed.
- b. No damage to the premises, buildings, or grounds are evident.
- c. The entire dwelling is professionally cleaned, and the carpets have been professionally cleaned and free of insects and fleas. All belongings and trash has been removed from the property.
- d. The yard must be mowed, free of weeds, and all bushes and shrubs trimmed neatly.
- e. All unpaid charges have been paid including rent, late fees, eviction fees, nsf fees, etc.
- f. All keys, garage remotes, pool passes, gate passes, key fobs, swipe cards, mailbox keys, etc. have been returned.
- g. A forwarding address for Tenant has been provided to Landlord.

In the event of the sale of the property or if the owner takes over the management of the property, Landlord shall be entitled to transfer the security deposit to the new owner or owner managing the property, and from and after such transfer, Landlord shall be released of any liability with respect thereto.

14. TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

15. ESSENTIAL SERVICES: Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat except where the building that includes the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

16. INVENTORY AND APPLIANCES: Any furnishings to be furnished by Landlord shall be set out in a separate inventory addendum. The inventory addendum shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Rental Agreement. The following appliances or equipment present in the dwelling unit are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord:

stove, refrigerator, dishwasher, disposal, washer, dryer, microwave, other: _____

Tenants are responsible for verifying included appliances checked above are on the premises. Marchant reserves the right to modify the lease agreement with regards to included appliances.

The following appliances or equipment are at the property for the convenience of the Tenant but shall not be maintained nor replaced by the Landlord:

washer, dryer, [] _____ [] _____

KEYS: Landlord shall provide to the Tenant, and Tenant shall return same upon termination of possession.

pool tags/keys, community/gate/common area keys, keys for mailbox, keys to unit (including deadbolt, storage areas, garage door openers, other _____.

If the Tenant does not return all keys, Landlord has the right to replace the keys or re-key locks at Tenant expense.

17. RENTAL APPLICATION: Tenant acknowledges that the Landlord has relied upon the rental application and pet application as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

18. RENTAL RATE AND TERM ADJUSTMENT: On and after the expiration of the initial term of this Rental Agreement, the Landlord, at Landlord's discretion, may alter the rental rate or other terms and conditions in effect provided only that written notice of such alteration is delivered at least fifteen (15) days prior to the effective date of alteration. Upon owner approval, the lease may be renewed for an additional 12 months with a 3% rent increase. Any renewals less than 12 months will require a 6% rent increase. If the lease automatically extends on a month to month basis, the rent price will automatically increase by 10%.

19. DEFINITION OF "THIRTY (30) DAYS NOTICE": Any written notice given by either party to the other party 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 thirty (30) days' notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days' notice is required to conform to the expiration dates.

20. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except: _____ which will be paid by Landlord. **TENANT IS RESPONSIBLE FOR TRANSFERRING ALL UTILITIES PRIOR TO TAKING POSSESSION. FAILURE TO TRANSFER UTILITIES WILL RESULT IN A \$75 UTILITY TRANSFER FEE IN ADDITION TO PRORATED UTILITY CHARGES.** Landlord is not responsible for paying ANY utility bills, for any reason, during the lease term. In the event of Tenant's default on payment of utilities, Landlord may pay and charge Tenant together with any penalties, charges, damages and interest. Tenant shall be liable for any damages and inspections required by local authorities/utility companies due to Tenant's failure to obtain service by the start date of this Rental Agreement 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.

21. TENANT RESPONSIBILITIES:

- a. Tenant agrees to keep the dwelling unit and all parts of the leased premises safe and clean. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials.
- b. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises.
- c. Tenant shall report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems and any occurrence known or that reasonably should be known to the Tenant that **may** cause damage to the property. Tenant agrees to schedule and coordinate necessary repairs with repairmen provided by Marchant or Landlord. Tenant understands that there will be a \$75 Trip Charge Fee for all missed appointments.
- d. Tenant shall 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, any member of Tenant's family, guests or other person under Tenant's control. In order not to be charged for theft, malicious mischief or vandalism, Tenant shall provide a police report and cooperate with the police and/or testify for any loss resulting from theft, malicious mischief or vandalism; as evidence that the damage is not by Tenant and their guests.
- e. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit, and habitable condition.
- f. **Routine Maintenance:** Tenant shall be responsible for and to make at Tenant's 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, and shall replace any burned out light bulbs. It is specifically understood that the Tenant shall, at Tenant's expense; keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by misuse or neglect or carelessness of Tenant. Tenants shall report any water leaks to Landlord immediately. Tenants are responsible for checking for tripped breakers. Tenants are responsible for replacing drip pans on the stove upon vacating the unit. Tenants are responsible for replacing appliance filters as needed.
- g. **Equipment/Furniture:** Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord. Tenant agrees that any damage caused by these items, even with Landlord permission, is the sole responsibility of the Tenant.

- h. **HVAC System:** Tenant is responsible for changing HVAC filters as needed and will be responsible for HVAC servicing fees if any excessively dirty filter is found at any time. Tenant will also be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenants are responsible for changing batteries in the thermostats.
- i. **Landscaping and Yard Maintenance:** The Tenant Landlord is responsible for yard maintenance which shall include but is not limited to mowing and watering the lawn, keeping any planting beds free of weeds, replace mulch as needed, trimming shrubs and bushes, and keeping the premises free from debris and fire ants.
- j. **Smoke / Carbon Monoxide Detectors:** Tenant acknowledges that Premises is equipped with a smoke and carbon monoxide detector(s) as needed that are in good working order and repair. Tenant agrees to be solely responsible to check the smoke and carbon monoxide detector every thirty (30) days and notify Landlord immediately if the smoke or carbon monoxide detector is not functioning properly. Tenant shall maintain batteries in smoke and carbon monoxide detectors as needed. Tenant acknowledges receipt of instructions of smoke and carbon monoxide detector operation. Tenant's failure to maintain the alarm(s) and keep fresh batteries absolves the Landlord and Agent from any responsibility for losses due to non-compliance with the law or malfunction of the alarm.
- k. **Pest Control:** Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that the premises have no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind including, but not limited to ants, bed bugs, fleas, ticks, spiders, roaches, or mosquitos shall be the responsibility of the Tenant.
- l. **Adverse Weather:** Tenant acknowledges responsibility to mitigate damage caused by severe weather. In the case of a Hurricane or Named Storm or the threat of a Hurricane or Named Storm, Tenant is to remove all non-secured items that are on the exterior of the premises so that they do not cause damage. Tenant agrees that if they evacuate they will provide the Landlord with contact information. **If the temperature outside falls below 32 degrees, the Tenant is responsible for protecting the premises by taking steps to reduce the likelihood of frozen pipes including but not limited to irrigation system, if present.**
- m. **Mold and Mildew:** Tenant acknowledges that mold and mildew is common in this area and some forms of mold and mildew can be harmful to tenants and/or their guests. Exposing any portion of the premises to elevated levels of moisture may cause mold or mildew to grow. To maintain adequate air flow, Tenant should not block or cover any air conditioning, heating or ventilation ducts located in the premises. Tenant shall regularly inspect the Premises and immediately report to Landlord any sign of mold and/or mildew (other than found in sinks, showers, toilets and other areas designated to hold water or to be wet areas) and any water intrusion problems.
- n. **Phone Number and Email Address:** Tenants are required to provide Landlord with updated phone numbers and email addresses within 5 days of change.

22. RULES AND REGULATIONS: Tenant, or any member of 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 Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug activities. **Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.**

- a. **Alterations:** 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 it 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 COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become property of the Landlord.
- b. Landlord does not change the locks between tenants. In addition, Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If Tenant desires to have the locks changed, this would have to be approved by Landlord and paid for by Tenant with 2 copies of all keys delivered to Landlord.
- c. The premises, common elements and limited common elements, are subject to applicable rules, regulations, covenants/restrictions either posted by the Landlord or any Homeowner Association or Municipal Ordinance and the Tenant agrees to observe faithfully all those rules and regulations that are currently in effect or may be adopted. **ANY FINES, FEES OR CHARGES DUE TO VIOLATIONS SHALL BE PAID BY TENANT.**

- d. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Premises, without the Landlord's written permission. Any unauthorized vehicle may be removed by Landlord and Tenant shall be responsible for all charges and Tenant shall have no right or recourse against Landlord thereafter. Tenant shall be responsible for any damage to the Premises due to the parking, driving or storage of any vehicles and/or trailers on yard or landscape.
- e. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of premises. Tenants are NOT to spackle any holes.
- f. No pets are allowed unless the "Pet Addendum" is attached to this rental agreement.

23. INSPECTIONS:

- a. **Move-In Inspection:** Tenant acknowledges that the Tenant is accepting the premises in 'As Is' condition with the exception of any repairs or modifications as required by law. Tenant acknowledges that Tenant has been provided move-in inspection form to be completed and returned to Landlord within 2 days of possession or Tenant may be responsible for damages to the property based on the Landlord's findings.
- b. **Move-Out Inspection:** It is agreed that the move-out inspection will be made within ten (10) business days after Tenant has completely vacated the premises and notified Landlord in writing. Said inspection will be conducted during normal business hours Monday through Friday. No Move-Out inspection will be made on holidays or weekends. Tenant shall keep all utilities serving the premises on at all times during the term of the rental agreement including but not limited to garbage, water, electric, and gas.

Tenant will be charged a Return Visit Fee of \$50 if Landlord must come back to inspect property due to Tenant not being completely moved out. Tenant has a right to be present during the inspection and Tenant's failure to appear shall constitute the Tenant's agreement to accept the Landlord's report as conclusive and final.

24. HOA AND LEASE VIOLATION ADMINISTRATIVE FEE: There will be a Fee of \$25 per occurrence anytime the homeowner or Marchant Property Management receives a letter for rule enforcement from the Home Owner Association (HOA) and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the HOA.

25. INDEMNIFICATION: Tenant agrees to indemnify and hold Landlord and Agent harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Agent arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to Property or to any improvements there on as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Agent); (5) failure to maintain or repair equipment or fixtures, where Landlord and/or Agent use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Agent with respect to any of the above-referenced matters. In addition to the above, Tenant agrees to hold Agent harmless from and against Owner of the Property for not paying or keeping current with any mortgage, property taxes or home owners association fees on the Property or not fulfilling the Owner's obligations under this Rental Agreement. For the purpose of this paragraph, the term "Agent" shall include all affiliated licensees and employees.

26. JURY WAIVER: For the purposes of this Agreement and any lease agreements between APPLICANT/TENANT/OWNER and/or PROPERTY MANAGER, agree that any resolution will be resolved by a Bench Trial and each party EXPRESSLY WAIVES its right to a Jury Trial and agrees that any and all conflicts involving litigation shall be resolved by a Bench Trial.

27. LIABILITY: Marchant is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants or other occurrences or casualty losses. Tenant will promptly reimburse Marchant for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any approved animals.

28. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workmen, or contractors. Marchant may take interior and exterior photos or video of the property for advertising purposes. Tenants agree that Marchant can list and show the property 60 days from the lease expiration date and agree to be accommodating to showings during normal business

hours. **Failure to make the property accessible for showings for any reason will result in a fine of \$50 per occurrence.** The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- a. At any time in case of emergency including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- b. Between the hours of 9:00am and 6:00pm for the purpose of providing regularly scheduled periodic services such as changing furnace or air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
- c. Between the hours of 8:00am and 8:00pm for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except as outlined above, the Landlord shall give the Tenant at least 24 hours' notice of intent to enter and may enter only at reasonable times. The Landlord has no other right of access except; pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

29. MILITARY CLAUSE: If the Tenant is a member, or becomes an active member of the Armed Forces of the United States, or is a reservist called to active duty of the Armed Forces of the United States, and is stationed in the Greenville County area, and shall receive permanent change of station orders out of the Greenville County area, or be deployed for not less than ninety (90) days, Tenant may, upon presentation of a copy of said orders of transfer or deployment to the 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 of discharge from Armed Forces, unless due to conditions beyond the service member'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.

30. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

- a. 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 date of vacating; or
- b. 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 in the fair-market rental value of the dwelling unit as determined by the prorated square footage of the unit.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to the Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold from the Tenant's security deposit all damages incurred if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

31. CONDEMNATION AND FORECLOSURE: 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. All awards of the condemning authority for the taking of land, parking areas or buildings shall 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 or buildings of which the rented premises 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 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 the termination date. **If the residential unit is subject to a foreclosure proceedings or tax sale notice of said sale does not release the Tenant from Tenant's obligations in this lease nor does it authorize the Tenant to withhold rent.**

32. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy subject to

the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as surrender, the Rental Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required and dispose of the property.

- 33. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the Rental Agreement other than nonpayment of rent or a noncompliance with Paragraphs 21 or 22 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within fourteen (14) days but is commenced within the fourteen (14) day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

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 with the Rental Agreement or Paragraphs 21 or 22 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraphs 21 or 22 above, 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 the 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 noncompliance by the Tenant with Paragraphs 21 or 22 above 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 within that period of time, the Landlord may terminate the Rental Agreement.

- 34. REMEDY AFTER TERMINATION:** If the Rental Agreement is terminated for any cause, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Rental Agreement, reasonable attorney's fees, collection costs, and court costs. Should landlord prevail in litigation initiated by Landlord as a result of Tenant non-compliance or prevail in any action by Tenant brought without due cause, Tenant agrees to be responsible for Landlord's reasonable attorney fees when applicable. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**
- 35. EARLY TERMINATION WITH NOTICE:** In the event the Tenant terminates this contract prior to the conclusion of the terms in Paragraph 3 the following charges are to be paid to the Landlord to mitigate any damages suffered by the Landlord due to the early termination. Tenant agrees to maintain the property and landscaping and to pay all rent, utilities, and late fees due to the Landlord for the period of time left on the lease unless the Landlord has re-rented the unit. Tenant further agrees to pay Marchant a Lease Termination Fee of \$250 for Agent's efforts to locate a new Tenant or securing the residence. Landlord and Tenant agree that these fees are not punitive in nature but are rather to be used to mitigate damages resulting from the early termination of the lease by the Tenant.
- 36. LEASE MODIFICATION FEE:** There will be a \$50 Lease Modification Fee charged if a tenant wants an administrative action that will cause the lease agreement to be modified. If a resident would like to remove an occupant, add an occupant, add a pet, or anything that will cause the lease to be modified, a processing fee of \$50 will be charged to the tenant.
- 37. NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the Rental Agreement was made or at any place held out by Landlord as the place of receipt of the communication.
- 38. WAIVER:** A Tenant is considered to have waived violation of a 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 and Tenant Act, as 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 the 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. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto.

39. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peacefully and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
40. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
41. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
42. **JOINT RESPONSIBILITY:** If more than one (1) Tenant executes this Rental Agreement, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural. **Rental amount stipulated in Paragraph 4 is not divisible and each Tenant individually will be held liable for the entire amount, not solely a portion thereof. Likewise, each Tenant individually will be held liable for the term of the lease stipulated in Paragraph 3.**
43. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Physical and Mailing Address:

**100 W. Stone Avenue
Greenville, SC 29609**

Phone Number: 864-527-4505 **Fax Number:** 864-242-9190 **Email address:** info@marchantpm.com

44. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for the convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.
45. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures or initials (written or electronic) and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
46. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
47. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**
48. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein.

Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

- 49. PROPERTY MANAGEMENT:** Agent is the authorized representative of Owner/Landlord for the purposes of managing Property in accordance with a separate management agreement. Tenant agrees to communicate only with Agent on all issues relating to or arising out of this Residential Rental Agreement, unless expressly authorized to do so, in writing, by the Agent. The termination of the management agreement shall not terminate this Residential Rental Agreement.
- 50. 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)
- 51. PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payment: **Tenant agrees to pay Pet Rent in the amount of \$25 per month for 1 pet.** Pet Rent is required for a minimum of 12 months regardless if pet is at the property for less than 12 months. Pet Rent can be cancelled after 12 months if pet is no longer on the premises. Tenant shall be fully responsible and liable for the animal, its behavior, any personal injuries, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

Pet Rent is non-refundable. Pet Rent is forwarded to the owner in exchange for giving the Tenant the right to have a pet on the property and to protect owner from future damages that may be caused by pets. No part of the Pet Rent will be used by owner or landlord for the purposes of flea treatment, cleaning, or carpet cleaning. Owner has the right to remedy any damages caused by pets by using funds from the security deposit. Tenant may not substitute any other animal that was approved from original application without written consent from Landlord.

Any unauthorized pets are subject to a \$250 UNAUTHORIZED PET FEE, regardless of how long they have been on property.

Paragraph 51 does not apply for Service / Companion / Assistance Animals, which are not considered pets.

- 52. MOVE OUT PROCEDURES:** Tenants agree to have the house professionally cleaned and to have all carpets professionally cleaned by the vendors that Marchant selects at the end of the lease term. We request that you use our preferred vendors so that we can ensure that additional cleaning will not be necessary and therefore you will not be charged for additional cleaning. As a reminder, please make sure you replace any burned out light bulbs, replace batteries in smoke detectors, change HVAC filters, and replace drip pans on the stove before vacating the unit. Tenants agree to contact Marchant to schedule professional cleaning and carpet cleaning prior to the lease expiration date. Tenants are required to have the yard cut, weeds removed, and bushes trimmed at the end of the lease term. Tenants are required to provide a forwarding address for the purposes of returning the security deposit.
- 53. SMOKING IS NOT ALLOWED IN THE DWELLING OR IN THE GARAGE.**
- 54. NON-DISPARAGEMENT / REPRESENTATIONS:** OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web based, cloud based, or "review" type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/opinions/evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. OWNER, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or South Carolina Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement in enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

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

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS AND PHONE NUMBERS LISTED BELOW.**

THE FOLLOWING ADDENDUMS ARE ATTACHED AND CONSIDER A PART OF THIS LEASE AND SUPERSEDE ANY PORTIONS OF THE LEASE IN CONFLICT WITH THE ADDENDUMS TERMS:

1. Reservation Fee Agreement

2. Mediation Agreement

3. Lead Paint Addenda

4. Mold Addenda

5. Pet Agreement

6. Move In Inspection Report

7. Master Insurance Policy Addenda

TENANT 1 _____

TENANT 2 _____

Cell Phone : _____

Cell Phone : _____

Work Phone : _____

Work Phone : _____

Email : _____

Email : _____

Date : _____

Date : _____

TENANT 3 _____

TENANT 4 _____

Cell Phone : _____

Cell Phone : _____

Work Phone : _____

Work Phone : _____

Email : _____

Email : _____

Date : _____

Date : _____

AGENT FOR LANDLORD: _____

Date : _____

RESERVATION FEE AGREEMENT

Marchant Property Management, LLC requires a Non-Refundable Reservation Fee, which is equal to the required Security Deposit amount plus the Resident Benefits Package of \$120 at the time of lease signing. Once the tenant takes possession of the property, \$120 of the Non Refundable Reservation Fee is applied to the Resident Benefits Package and the remaining balance of the Non Refundable Reservation Fee is applied to the Security Deposit, which is refundable after the lease is fulfilled and all occupants vacate the property, subject to any outstanding rent, fees, cleaning, carpet cleaning, and any damages.

Please understand that if tenants do not move into the property for any reason, this Non-Refundable Reservation Fee will be forfeited to the owner of the property in exchange for taking the property off the rental market, regardless of how long this period is.

Please sign below acknowledging that you understand these terms.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

MERCHANT PROPERTY MANAGEMENT, LLC Date

Mediation Addendum for All Agreements with Marchant Property Management, LLC

Except as hereinafter provided, the owner of the property, the tenants, and Marchant Property Management, LLC, all hereby agree that, if any dispute or claim arises out of or in connection with the management agreement, rental agreement, breach of the rental agreement, rental checks/deposits, security checks/deposits, condition of the property prior to rental and at the end of the rental period, or any and all other services provided in the rental of this property, the parties shall attempt, in good faith reasonable efforts, to settle the dispute by mediation before resorting to any other procedure. Disputes shall include representations made by the renters, owners of the property, Marchant Property Management, LLC, or any other person or entity in connection with the rental and/or condition of the rental property to which the rental agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Disputes subject to mediation shall NOT include the issue of the renter's failure to pay rent. Marchant Property Management, LLC reserves its right to immediately pursue eviction proceedings through the Magistrate's Court when the renter has failed to timely pay rent.

Further, any dispute where the amount in controversy is less than \$500 shall NOT be subject to mediation unless the parties mutually agree to mediate.

Any dispute subject to mediation shall be submitted to a mediator selected by mutual agreement of the parties. Unless agreed otherwise, the mediator's fee and expenses shall be equally divided among the parties to the dispute and both parties will submit mediation fees and costs to the mediator 10 days in advance of any mediation. Any party may request mediation by written notice to the other party and such mediation shall begin within thirty (30) days of said written notice. If the parties cannot agree on a mediator, then the Upstate Mediation Centre of Greenville or its successor shall mediate the dispute.

PROPERTY ADDRESS: _____

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

MERCHANT PROPERTY MANAGEMENT, LLC

Broker

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Addenda for Residential Rental Agreement

Property Address: _____

1. Lead Warning Statement

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Landlord's Disclosure (Initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

_____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement (Initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Agent's Acknowledgement (Initial)

(e) Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Owner / Agent

Date

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Marchant Property Management, LLC (OWNER OR AGENT) AND _____ (TENANTS)
FOR THE PREMISES LOCATED AT _____

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by using ventilation fan in the bathroom during and after showering and in the kitchen when cooking. Windows cannot be used (opened) unless the weather is dry, and the outdoor humidity is less than 55%. OWNER and/or AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES.

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE PROBLEMS

SMALL AREAS OF MOLD: If mold has occurred on a small (less than 10 square feet) non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, the tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth. Many repairs at a property (mold related or otherwise) are best performed when a property is unoccupied.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises are or were managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Owner / Agent

Date

MARCHANT PET AGREEMENT

1. Permission to keep a pet is granted at management’s sole discretion and is subject to tenant's strict adherence to all aspects of this pet agreement. Any tenant who wishes to keep a pet must go through pet screening, obtain management’s approval, and sign a pet agreement.

2. Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents, such as guinea pigs and hamsters, kept as companion animals. No tenants will be allowed to keep more than _____ **cats and/or** _____ **dogs**. Requests to keep more than one pet of any other species will be approved at management’s discretion.

3. In deciding on whether to approve a tenant's request to keep a dog, management will consider the dog's temperament and the arrangements the tenant has made for training and exercising the dog.

4. Pets are to be kept inside the tenant’s dwelling. Dogs going in and out of the dwelling must be on leash and under the tenant's control. If an off-leash area has been designated by management on the building grounds, dogs may be taken off-leash in that area, provided the tenant remains with the dog at all times.

5. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites, including fleas. Dog owners must immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the street or grounds. Cat owners must place soiled cat litter in tied plastic bags and dispose of the bags in garbage pails designated by management.

6. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed, and must be given a healthy diet and exercised according to their needs. All pets must also be maintained in accordance with applicable state and local laws. Dogs and cats must wear identification tags at all times.

7. No pet is to be left alone in a tenant’s unit for a period longer than that which is appropriate considering the needs of the individual pet. While this period may vary depending on the pet in question, landlord and tenant understand that, in general, dogs should not be left alone for more than 8 hours, and other pets for more than 24 hours, on a regular basis. When management has reasonable cause to believe a pet is alone in a dwelling and either that pet is creating a disturbance, or any other emergency situation appears to exist with respect to that pet, Management will attempt to contact the tenant to remedy the situation. If management is unable to contact the tenant within a reasonable period, management may enter tenant's dwelling and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be the responsibility of the Tenant.

8. Tenants are responsible for ensuring that their pets do not disturb or annoy other tenants or neighbors. Tenants whose pet(s) are determined by management to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after 1 warning will receive a 30-day notice to remove the pet from the premises. If the tenant fails to remove the pet, the tenant will be considered in breach of tenant's lease agreement and may be grounds for eviction.

9. Tenants are responsible for and must immediately pay for all damages or injuries caused by their pets. In addition, **Tenant agrees to pay Pet Rent in the amount of \$25 per month for 1 pet.** Pet Rent is required for a minimum of 12 months regardless if pet is at the property for less than 12 months. Pet Rent can be cancelled after 12 months if pet is no longer on the premises. If the cost of repairing any damages caused by the pet exceeds the security deposit, the tenant must immediately restore the deposit to its full, original amount.

10. Pet Rent is non-refundable. Pet Rent is forwarded to the owner in exchange for giving the tenant the right to have a pet on the property and to protect owner from future damages that may be caused by pets. No part of Pet Rent will be used by the owner or landlord for the purposes of flea treatment, cleaning, or carpet cleaning. Tenants will be directly responsible for any flea treatment, cleaning, or carpet cleaning.

11. All pets must be house broken.

I have read, understand and agree to the above pet policy in its entirety. I especially understand that failure to adhere to the terms of the agreement in its entirety will result in the termination of my tenancy of the premises.

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

Marchant Property Management Master Insurance Policy Addenda

Marchant Property Management Master Insurance Policy Overview

The cost of the Marchant Property Management Master Insurance Policy is \$17.00 per month, which shall be paid along with the tenants monthly rent payment. All terms and fee provisions of this lease agreement also apply to the Marchant Property Management Master Insurance Policy. If for any reason the tenant does not pay their rent, Marchant Property Management Master Insurance Policy fee or any other outstanding balance associated with the lease in full, then the Marchant Property Management Master Insurance Policy for the leased premises and tenants associated with the leased premises will be considered 'not in force' and tenant shall be in breach of this lease agreement. All payments will be credited first towards rent due.

Master Insurance Overview

All personal property located or stored on the Premise shall be kept and stored at the Tenant's sole risk. Tenant understands and agrees that neither the Owner, Owner's Broker, nor any representative of the Owner shall maintain insurance coverage for the Tenant's personal property and personal liability, as the procurement and maintenance of such coverage is the sole responsibility of the Tenant. Further, the property owner's insurance does not cover damage to a tenant's personal property or personal liability. If any damage occurs to the property or a guest is injured on the leased premises, the tenant can be held personally responsible for the injury and damages.

Marchant Property Management has instituted a Master Insurance Policy that is a requirement of your lease agreement. Tenant shall procure, without an insurance application and insurance credit check, upon execution of this agreement, and shall maintain in full force at all times during the term of this Agreement, at your expense, tenants insurance provided by Marchant Property Management. Subject to the terms, exclusions and limitations provided therein, the Marchant Property Management Master Insurance Policy provides the tenant with: Tenants Legal Liability: \$100,000, Tenant Contents: \$20,000, Bodily Injury & Property Damage Liability: \$10,000 and Medical Payments: \$1,000, Deductible: \$500 / \$1000 for theft. Marchant Property Management is the named insured of the Master Insurance Policy and the tenant shall be named as additional insured for their leased unit. The tenant's insurance will commence on the move-in date as governed by the lease agreement. Tenants shall have access to the Master Insurance Policy and certificate of insurance at their request. Tenant legal liability coverage is for tenant-caused property damage and covered perils include: smoke, fire, water, wind, burglary, explosion, collapse, overflow, freezing pipes, and falling objects. Tenants will be responsible for contacting Marchant Property Management for claims submissions. Tenants shall be responsible to pay any deductibles charged per incident for claims related to the leased unit. Insurance coverage will be considered 'not in force' if the tenant vacates or abandons the premises or terminates tenancy for any reason. **Conditions and exclusions apply, so please review the policy for details.**

Additional Insurance and Opt-Out

If the tenant chooses to purchase additional coverage to protect their own interests or property over and above the insurance benefit provided by Marchant Property Management, the tenant can procure a renters insurance policy at their expense. Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to Marchant Property Management. The tenant's insurance company shall deliver to us Certificates of Insurance evidencing the existence and continuation of coverage and shall name Marchant Property Management as an additional insured and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions. Further, all insurance policies shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policy. Marchant Property Management will procure tenant insurance as part of the Marchant Property Management Master Insurance Policy and charges shall be payable by the tenant immediately upon notice without exception. Tenant insurance will commence on the move-in date of the tenant as governed by the lease agreement. If tenant chooses to Opt-Out of the Marchant Property Management Master Insurance Policy, then all charges of the Marchant Property Management Master Insurance Policy shall be charged and payable up until the date the tenant provides proof of insurance at the tenant's expense. The tenant will be responsible for paying the Marchant Property Management Master Insurance Policy until acceptable proof of insurance and terms is delivered and accepted by Marchant Property Management. If for any reason, the policy or policies is cancelled, Marchant Property Management reserves the right to force place tenant insurance for the tenant at the tenants expense for any premiums, fees, charges associated with such forced placement and coverage. If Marchant Property Management has accepted the insurance requirement provided by the tenant, then tenant shall not be responsible for the Marchant Property Management Master Insurance Policy.

Insurance Disclaimer

Marchant Property Management reserves the right to modify the types of insurance policies, coverage's and amounts of coverage that tenants are required to maintain for the leased premises, and the tenant shall agree to comply with any such changes at that time. Marchant Property Management, Insurance Management Group and the insuring company and broker have the right and full authority to make changes, amend, modify or cancel coverage's, limits and/or the policy at any time. The Marchant Property Management Master Insurance Policy is written through Insurance Management Group. Tenant insurance is nontransferable to other tenants, leased units or properties. The Marchant Property Management Master Insurance Policy is in excess of any existing Renters insurance coverage available. The underwriting insurance company is responsible for all claims handling and claim decisions. Marchant Property Management is not an adjuster and does not pay claims or make claim decisions. The tenant agrees that Marchant Property Management shall have the right and authority (without, however, any obligation to do so) to procure insurance, which charges shall be payable by tenant immediately upon notice and tenant further agrees that you have accepted the information about the insurance from the lease agreement.

Landlord/Tenant Move In Checklist

GENERAL CONDITION OF RENTAL UNIT AND PREMISES

Street Address _____

Please fill in this form completely by noting any preexisting issues with property. This form must be returned to our office signed within 48 hours of taking occupancy or Tenant(s) will be held responsible for all damages. Note: This checklist is intended for use as a record for the move in condition of the rental unit. This list does not obligate the landlord to make repairs.

Living Room

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows & Screens	
Front Door & Locks	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Fireplace	
Smoke Detector	

Kitchen

	Condition Moving In
Refrigerator	
Oven/Stove	
Counter Surfaces	
Cabinets	
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Outlets	
Sink & Plumbing	
Garbage Disposal	
Dishwasher	
Light Fixtures	
Fan	
Smoke Detector	

Dining Room

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Smoke Detector	
Other	

Bedroom #1

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Closet	
Windows, Screens & Doors	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Smoke Detector	
Other	

Bedroom #2

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Closet	
Windows, Screens & Doors	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Smoke Detector	
Other	

Bedroom #3

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Closet	
Windows, Screens & Doors	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Smoke Detector	

Bedroom #4

	Condition Moving In
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Closet	
Windows, Screens & Doors	
Drapes & Window Coverings	
Light Fixtures	
Outlets	
Smoke Detector	

Bathroom #1

	Condition Moving In
Cabinets	
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Light Fixtures	
Outlets	
Toilet	
Sink/Drain/Faucet	
Bathtub/Shower	
Counter Surfaces	

Bathroom #2

	Condition Moving In
Cabinets	
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Light Fixtures	
Outlets	
Toilet	
Sink/Drain/Faucet	
Bathtub/Shower	
Counter Surfaces	

Bathroom #3

	Condition Moving In
Cabinets	
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Light Fixtures	
Outlets	
Toilet	
Sink/Drain/Faucet	
Bathtub/Shower	
Counter Surfaces	

Bathroom #4

	Condition Moving In
Cabinets	
Paint/Walls	
Ceiling	
Floors & Floor Coverings	
Windows, Screens & Doors	
Light Fixtures	
Outlets	
Toilet	

Sink/Drain/Faucet	
Bathtub/Shower	
Counter Surfaces	

Other Areas

	Condition Moving In
Heating System	
Air Conditioning	
Patio, Terrace, Deck, Etc.	
Stairs and Hallway	
Sprinkler System	
Basement	
Garage	
Lawn/Garden/Shrubs	
Shed/Outdoor Building	
Parking Area	
Other	

Other Comments: (Condition of the outside of the dwelling, yard or any rooms not listed)

Tenant(s) acknowledge that all smoke detectors and carbon monoxide detectors were tested in their presence and found to be in working order. Tenant(s) agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenant(s) agree to replace all smoke and carbon monoxide detector batteries as necessary.

Tenant(s) acknowledge receipt of this inspection report and agrees to abide by the rules of this report completely. Tenant(s) also acknowledges that if this report is not returned to Marchant within 48 hours from occupancy, then Tenant(s) agree to take responsibility for the "As Is" condition without any exceptions and will be responsible for any damages to the property that are not noted on this Move In Checklist

Tenant Date

Tenant Date

Tenant Date

Tenant Date



Owner/Agent Date

LEASE SUMMARY

CHARGES DUE AT LEASE SIGNING:

Security Deposit \$ _____

Resident Benefits Package \$120.00 _____

SUMMARY OF MONTHLY CHARGES:

Monthly Rent \$ _____

Pet Rent \$ _____

Utility & Maintenance Reduction Program \$10.00 _____

Master Insurance Policy \$17.00 _____

MERCHANT TENANT REQUIRED PROGRAMS

\$10/MO - UTILITY & MAINTENANCE REDUCTION PROGRAM

\$17/MO - MERCHANT PROPERTY MANAGEMENT MASTER INSURANCE POLICY

\$120 - RESIDENT BENEFITS PACKAGE- DUE AT LEASE SIGNING

TENANT FEE SCHEDULE

10% - LATE FEE

\$35 - RETURNED CHECKS/MONEY ORDERS/ACH PAYMENTS

\$75 - FAILURE TO TRANSFER UTILITIES FEE

\$75 - TRIP CHARGE FEE FOR ALL MISSED APPOINTMENTS

\$50 - RETURN TRIP FEE TO INSPECT

\$25 - HOA AND LEASE VIOLATION ADMINISTRATIVE FEE

\$50 - FAILURE TO MAKE THE PROPERTY ACCESSIBLE FOR SHOWINGS

\$250 - EARLY LEASE TERMINATION WITH NOTICE

\$50 - LEASE MODIFICATION FEE

\$250 - UNAUTHORIZED PET FEE

ONLINE RENT PAYMENTS

Save time with electronic ePayments, available online via the Tenant Portal. It's the fastest, most convenient way to initiate your monthly rent payment and keep up-to-date with all charges on your account. Using either single or recurring automatic ePayments, your rent will be drafted from the bank account of your choice and applied to your account immediately. You can always confirm or change bank account information by logging on to the Tenant Portal, easily accessible from the www.marchantpm.com homepage, and accessing the "My Rentals" tab.

(Please note that all electronic payments normally take 3 to 4 business days to be fully processed between banks. Make sure to take this into consideration before initiating a payment. Like all physical checks received and deposited by our office, a \$35.00 NSF Fee will be charged to your account should an ePayment be returned for any reason. **IN ADDITION, PLEASE NOTE THAT A LATE FEE WILL BE CHARGED IF THE PAYMENT IS RETURNED AND THE FULL RENT AMOUNT IS NOT PAID BY THE 5th OF THE MONTH.**

Please also note that all payments are initiated solely by tenant from your checking account that you enter into your tenant portal. Marchant does not draft your account for payments. Tenants are responsible for initiating all payments. Tenants are also responsible for cancelling auto drafted rent payments at end of lease.