



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/her Agent, Marchant Property Management, LLC, (hereinafter called "AGENT") 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 _____, 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). Tenant acknowledges that Landlord and Agent will not be responsible for any tenant belongings that are left at the property once tenant returns keys to our office or abandons the property.**

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 (ALONG WITH ALL KEYS) 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.

NOTICE: Either party may terminate this Lease at the end of the term by giving the other party two (2) calendar months' notice (not including the month in which notice is given) prior to the end of the term. If neither party gives notice of termination, the Lease shall automatically be extended on a month-to-month basis with a rent increase of Fifteen (15) percent of the current rental rate and the new rent amount shall be known as the Current Rent. All other terms of the existing Lease remain the same. Thereafter, Tenant may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Landlord, and Landlord may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Tenant.

- 4. RENT:** Tenant agrees to pay Landlord a total rent of \$_____. Said rent shall be payable in monthly installments of \$_____, (Plus all monthly charges listed on Lease Summary page) 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 Avenue, 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 month being prorated. **Tenant is 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 TEN (10) DAYS OF THE DUE DATE, LANDLORD WILL FILE EVICTION 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 PAYING PAST DUE RENT, LATE FEE, MASTER INSURANCE, UTILITY & MAINTENANCE REDUCTION, PET RENT OR FEES, AS WELL AS REIMBURSING ALL EVICTION FEES, COURT FILING FEES, AND COURT COSTS IN ORDER TO CANCEL THE EVICTION.

5. **METHOD OF PAYMENT:** The preferred method of payment for rent and all other charges, with the exception of the security deposit, is by ACH online payment through the tenant portal. This is the safest, most secure, and most accurate way to pay and best of all, it's **FREE**. The benefits of paying online include no need for postage, no need for envelopes, no need to travel across town to drop off payment, the ability to make a payment 24/7 to avoid late fees, and you eliminate the possibility of the payment getting lost. Although our preferred method of payment is by ACH online through the tenant portal, we do offer the following payment options:
- A. **RentMoney Cash Payments:** You can pay your rent in cash at over 25,000 retail stores. Simply generate a mobile or print a paper voucher, search for a retail store near you, present the voucher and cash at the retailer, and get and keep your receipt. The retailer charges a **\$3.75 CONVENIENCE FEE** which will be added to the total payment.
 - B. **Check, Money Order, or Cashier's Check:** Each payment requires a **\$7 PAYMENT PROCESSING FEE**.
 - C. **In person payment collected by staff or left in drop box:** Each payment requires a **\$7 PAYMENT PROCESSING FEE**.
 - D. **Security Deposit:** The security deposit is required to be paid by certified funds. There is no Payment Processing Fee for security deposit payments.
6. **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 online payments are initiated solely by tenant. Agent does not have the ability to schedule or draft payments. In addition, **late charges will apply if the returned payment is not made good before midnight on the 5th of the month of the original rent due date.**
7. **UTILITY & MAINTENANCE REDUCTION PROGRAM:** In addition to the monthly rent, the **\$10 UTILITY & MAINTENANCE REDUCTION PROGRAM is due on the 1st of each month without demand.** The Utility & Maintenance Reduction Program is for the cost of having all necessary 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. In addition, tenant will be responsible for a **\$25 FAILURE TO CHANGE FILTER FEE**.
8. **MERCHANT PROPERTY MANAGEMENT MASTER INSURANCE POLICY:** In addition to the monthly rent, the **\$17 MASTER INSURANCE POLICY is due on the 1st of each month without demand.** The cost of the insurance policy is \$13/mo plus the insurance admin fee of \$4/mo. Tenant 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. Marchant reserves the right and full authority to make changes, amend, modify or cancel coverage's, limits, waivers, requirements, cost and the policy at any time. Marchant reserves the right and full authority 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. **PLEASE SEE MERCHANT PROPERTY MANAGEMENT MASTER INSURANCE POLICY ADDENDUM.**
9. **RESIDENT BENEFITS PACKAGE:** The **\$120 RESIDENT BENEFITS PACKAGE** is due at time of lease signing. As part of your lease agreement, \$120 of the Non-Refundable 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 Agent's cost for Application Processing, Pet Screening, Lease Preparation, Security Deposit Processing, Utility Concierge Service, Document Storage, Utility Confirmation, 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.
10. **RETURNED CHECKS/MONEY ORDERS/ACH PAYMENTS:** Tenant agrees to pay **\$30 NSF FEE**, (but not more than the current statutory limit) PLUS a **\$20 RETURNED PAYMENT PROCESSING FEE** for each dishonored check/money order/ACH payment, regardless of the reason. In addition, **late charges will apply 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 three payments are returned, must be paid in the form of cashier's checks, certified check, or money order and must include the **\$7 PAYMENT PROCESSING FEE**. 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 AND MUST INCLUDE THE \$7 PAYMENT PROCESSING FEE.**

11. **EVICTION:** Any tenant that has an eviction filed is subject to the following:
- A. **EVICTION PROCESSING FEE:** Tenant is responsible for paying a **\$50 EVICTION PROCESSING FEE** for the administrative cost of filing all the necessary eviction paperwork and following up with the Magistrate's Court.
 - B. **PAYMENT PROCESSING FEE:** Once a tenant has an eviction filed, the payment for all the outstanding balance must be paid by check, money order, or cashier's check, and each payment requires a **\$7 PAYMENT PROCESSING FEE**.
 - C. **COURT APPEARANCE FEE:** Tenant is responsible for paying a **\$100 COURT APPEARANCE FEE** for the administrative cost and time required to go to Magistrate's Court for any eviction related hearings.

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.

12. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Agent 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.
13. **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:

14. **UNAUTHORIZED OCCUPANTS:** No unauthorized occupant is allowed to stay on the property for more than 10 days without prior written permission from Landlord. Any unauthorized occupant is subject to a **\$500 UNAUTHORIZED OCCUPANT FEE**. Any additional occupants 18 years and older must go through the full application screening process and if approved, must be added to the lease agreement and be subject to the **\$50 LEASE MODIFICATION FEE**. Furthermore, the **\$500 UNAUTHORIZED OCCUPANT FEE** will be charged for each month that there is an unauthorized occupant on the property.
15. **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.
16. **SECURITY DEPOSIT:** The security deposit is required to be paid by check, money order, or cashier's check. There is no Payment Processing Fee for security deposit payments. Please do not pay the security deposit with an online payment. 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 enough 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. No damage to the premises, buildings, or grounds are evident.
- b. The entire dwelling is professionally cleaned, and the carpets have been professionally cleaned and free of insects and fleas. All belongings and trash have been removed from the property.
- c. The yard must be mowed, free of weeds, and all bushes and shrubs trimmed neatly.
- d. All unpaid charges have been paid including rent, late fees, eviction fees, nsf fees, etc.
- e. All keys, garage remotes, pool passes, gate passes, key fobs, swipe cards, mailbox keys, etc. have been returned.
- f. A forwarding address for Tenant has been provided to Landlord. Otherwise, it will be mailed to last known address.

If there are any damages to the property caused by tenant negligence, which is above and beyond normal wear and tear, tenant will be charged a **\$75 MAKE RENT READY OVERSIGHT FEE** to coordinate any repairs to the property that were caused by the tenant, tenant's guests, or pets.

In the event of a change in management of the property, Agent shall be entitled to transfer the security deposit to the new Landlord of the property, and from and after such transfer, Landlord shall be released of any liability with respect thereto. Tenant will be notified of new management and contact information prior to or at time of transfer.

17. **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. _____

18. **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.

19. **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: _____

Tenant is responsible for verifying included appliances checked above are on the premises. Agent 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. Tenant agrees to inform Agent of any problems with the washer or dryer and Landlord, at his/her sole discretion, has the option to authorize repairs to the washer or dryer. Tenant must have written permission before removing any appliance from the property.

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 all locks at Tenant expense. In addition, tenant must pay **\$75 LOCKSMITH COORDINATION FEE**.

20. **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.

21. **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. If the lease automatically extends on a month to month basis, the rent price will automatically increase by 15%.

22. **DEFINITION OF "SIXTY (60) DAYS NOTICE":** Any written notice given by either party to the other party in order to meet a sixty (60) day notice requirement will be deemed given, and the sixty (60) 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 sixty (60) 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 sixty (60) days' notice is required to conform to the expiration dates.

23. **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 \$100 UTILITY TRANSFER FEE IN ADDITION TO PRORATED UTILITY CHARGES. TENANT IS RESPONSIBLE FOR MAINTAINING ALL UTILITIES UNTIL THE LEASE EXPIRATION DATE. FAILURE TO MAINTAIN UTILITIES WILL RESULT IN A \$100 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.

24. **TENANT RESPONSIBILITIES:**

- a. **Cleanliness:** 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. **Rules and Regulations:** Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenant's use and occupancy of the premises.
- c. **Repairs and Maintenance:** 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 Agent or Landlord. Tenant understands that there will be a **\$75 TRIP CHARGE FEE** for all missed appointments. In addition, tenant will be responsible for any vendor invoice resulting from the missed appointment.
- d. **Tenant Caused Repairs/Damages:** 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. **Habitable Condition:** 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. 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. Tenant shall report any water leaks to Landlord immediately. Tenant is responsible for checking for tripped breakers, resetting GFCI outlets, and resetting the garbage disposal. Tenant shall replace any burned out light bulbs, change furnace and return filters, replace smoke and carbon monoxide detector batteries, and replace appliance filters as needed. Tenant will be responsible for any vendor service charge related to stopped up or dirty filters. In addition, tenant will be responsible for a **\$25 FAILURE TO CHANGE FILTER FEE**.
- 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, pools, hot tubs, trampolines, or auxiliary heaters without written permission from Landlord. Tenant agrees that any damage or liability 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. Tenant is responsible for changing batteries in the thermostats. Tenant will be responsible for any vendor service charge related to stopped up or dirty filters. In addition, tenant will be responsible for a **\$25 FAILURE TO CHANGE FILTER FEE**.
- 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, 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'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:** Tenant is required to provide Landlord with updated phone numbers and email addresses within 5 days of change.

25. 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 exterior 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. **Locks Changed:** 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 in writing by Landlord and paid for by Tenant with 2 copies of all keys delivered to Landlord.
- c. **HOA Rules:** The premises, common elements and limited common elements, are subject to applicable rules, regulations, covenants/restrictions either posted by the Landlord or any Home Owners 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. **Vehicles:** 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. **Walls:** 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 without prior written permission of Landlord. Tenant is NOT to spackle any holes.
- f. **Unauthorized Pets:** No pets are allowed without prior written permission from Landlord and unless the "Pet Addendum" is attached to this rental agreement. Any unauthorized pet is subject to a **\$500 UNAUTHORIZED PET FEE**, regardless of how long the pet is on the property. Furthermore, the **\$500 UNAUTHORIZED PET FEE** will be charged for each month that there is an unauthorized pet on the property.

26. 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 **\$50 RETURN VISIT FEE** if Landlord must come back to inspect property due to Tenant not being completely moved out.
- c. **Routine Inspection:** It is understood and agreed that routine inspections will be performed approximately every 6 months. The purpose of the routine inspections is to document the condition of the property and to make sure that there are not any necessary repairs or maintenance needed. The routine inspection should take less than 20 minutes and will also consist of photographs of the outside and inside, including every room. Tenant will be charged a **\$50 MISSED APPOINTMENT FEE** if the home is not accessible to the inspector unless at least a 24-hour notice to reschedule is given. Tenant has a right to be present during the inspection.

27. LEASE VIOLATION AND HOA VIOLATION ADMINISTRATIVE FEE: There will be a **\$25 LEASE VIOLATION FEE** per occurrence anytime the Landlord or Agent receives a letter for rule enforcement from the Home Owners 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.

28. 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 Landlord's obligations under this Rental Agreement. For the purpose of this paragraph, the term "Agent" shall include all affiliated licensees and employees.

29. JURY WAIVER: For the purposes of this Agreement and any lease agreements between TENANT/OWNER/LANDLORD and/or PROPERTY MANAGER/AGENT, all parties 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.

30. LIABILITY: Agent 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 Agent 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.

31. 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. Agent or 3rd Party Vendor may take interior and exterior photos or video of the property for advertising purposes. Tenant understands and agrees that Agent can list the property, place a sign at property, and show the property 60 days from the lease expiration date and agrees to be accommodating to showings during normal business hours. **Tenants that unreasonably withhold consent to make the property accessible for showings may be subject to a \$50 FAILURE TO ACCOMMODATE SHOWING 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.

32. 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.

33. 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.

34. 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.**

35. 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. Tenant will be responsible for reimbursing Landlord for this cost.

36. 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 24 or 25 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 24 or 25 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 24 or 25 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 24 or 25 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.

37. 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. Tenant will be subject to a \$100 COLLECTION REPORTING FEE for any balance turned over to the collection agency and will be responsible for any attorney fees involved.**

38. EARLY LEASE TERMINATION WITH NOTICE:

OPTION ONE – Replacement Tenant Option: In the event a Tenant may request an early lease termination, Tenant may request Landlord to seek an approved replacement tenant and must strictly adhere to ALL of the following procedures:

1. Tenant must pay Landlord the **\$600 LEASE TERMINATION FEE.**
2. Tenant must specify a move out date.
3. Upon receipt of payment, Landlord will begin to advertise the property in the attempts to locate a replacement tenant at terms equal to or acceptable to Landlord per the current lease agreement.
4. Any replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign a new lease agreement with terms not less favorable to Landlord than this lease.
5. Tenant will continue to pay the agreed to monthly rent and all utilities until a replacement tenant is located, a new lease agreement is executed, and the replacement tenant moves in.
6. Tenant will vacate the home on or before the specified date given for their early move out. Tenant is required to vacate the property at least 10 days prior to replacement tenant move in to allow time for cleaning, carpet cleaning, painting, and any repairs. Although the Landlord needs this time to prepare the house for renting, tenant is required to pay rent and utilities until the replacement tenant takes possession.
7. All security deposits are then subject to the guidelines contained in this lease.

OPTION TWO - Optional Buyout Program: In the event of a voluntary early lease termination, Tenant may request an optional buyout of the remaining lease agreement terms. This program is offered under the sole discretion of Landlord approval with strict compliance.

1. Tenant must pay Landlord the **\$600 LEASE TERMINATION FEE.**
2. Tenant must provide at least a written 60 Day Notice (As Defined in Paragraph 22) and must pay all rent, charges, and utilities through the end of the 60 Day Notice.
3. Tenant must pay an additional two month's equivalent of rent as a Lease Buyout Fee prior to vacating the home.
4. Landlord will amend this lease agreement to end at the end of the 60 Day Notice period, assuming all charges and fees have been paid.

5. All security deposits are then subject to the guidelines contained in this lease.

- 39. 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 an approved pet, or anything that will cause the lease to be modified, a **\$50 LEASE MODIFICATION FEE** will be charged to the tenant.
- 40. 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.**
- 46. 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

- 47. 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.
- 48. 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.
- 49. 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.

50. 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.**

51. 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.

52. PROPERTY MANAGEMENT: Agent is the authorized representative of 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.

53. 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)

54. 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 a \$100 PET ADMINISTRATION FEE PER PET and \$25 MONTHLY PET RENT 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.

All Pet Administrative Fees and Pet Rent are non-refundable. No part of the Pet Administrative Fee or Pet Rent will be used by Landlord for the purposes of flea treatment, cleaning, carpet cleaning, or damages. Landlord 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 prior written consent from Landlord.

Any unauthorized pet is subject to a \$500 UNAUTHORIZED PET FEE, regardless of how long the pet has been on the property. Furthermore, the \$500 UNAUTHORIZED PET FEE will be charged for each month that there is an unauthorized pet on the property.

Paragraph 54 does not apply for Service / Companion / Assistance Animals, which are not considered pets.

55. MOVE OUT PROCEDURES: Tenant is required to give at least a 60 Day Notice to Vacate in writing as defined in Paragraph 22. Tenant agrees to have the house professionally cleaned and to have all carpets professionally cleaned by the vendors that Agent 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. Tenant agrees to contact Agent to schedule professional cleaning and carpet cleaning prior to the lease expiration date. Tenant is required to have the yard cut, weeds removed, and bushes trimmed at the end of the lease term. Tenant is required to provide a forwarding address for the purposes of returning the security deposit. If there are any damages to the property caused by tenant negligence, which is above and beyond normal wear and tear, tenant will be charged a **\$75 MAKE RENT READY OVERSIGHT FEE** to coordinate any repairs to the property that were caused by the tenant, tenant's guest, or pets.

56. SMOKING IS NOT ALLOWED IN THE DWELLING OR IN THE GARAGE. Tenant will be responsible for all costs associated with removing smoke smell from the property.

57. **NON-DISPARAGEMENT / REPRESENTATIONS:** TENANT and AGENT mutually agree, that as additional consideration, specifically the mutuality of this clause, each agrees to refrain 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. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease. Should there be remarks, statements, or publications which are construed to be slanderous or libelous, parties reserve the right to pursue legal action for damages.

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 | 6. Master Insurance Policy Addendum |
| 2. Mediation Agreement | 7. Bedbug Addendum |
| 3. Lead Paint Addendum | 8. Move In Inspection Report |
| 4. Mold Addendum | 9. Tenant Fee Schedule for Lease Violations |
| 5. Pet Agreement | 10. Lease Summary |

TENANT 1 _____

Cell Phone: _____

Work Phone: _____

Email: _____

Date: _____

TENANT 2 _____

Cell Phone: _____

Work Phone: _____

Email: _____

Date: _____

TENANT 3 _____

Cell Phone: _____

Work Phone: _____

Email: _____

Date: _____

TENANT 4 _____

Cell Phone: _____

Work Phone: _____

Email: _____

Date: _____

AGENT FOR LANDLORD: _____

Date: _____

RESERVATION FEE AGREEMENT

Marchant Property Management, LLC requires a Non-Refundable Reservation Fee, which is equal to the equivalent of one month's rent 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 **\$120 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, or any damages.

Please understand that if tenant does not move into the property for any reason, this Non-Refundable Reservation Fee will be forfeited to the Landlord 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

Landlord / Agent

Date

Mediation Addendum for All Agreements with Marchant Property Management, LLC

Except as hereinafter provided, the Landlord, 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

Agent

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Addendum 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. Tenant 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
_____ Landlord / 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 (LANDLORD OR AGENT) AND _____ (TENANT)
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%. LANDLORD and/or AGENT RECOMMENDS THAT AIR CONDITIONING BE 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: Landlord or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event Landlord 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 Landlord 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 Landlord 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 Landlord 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 Landlord for damages sustained to the Leased Premises. TENANT(S) shall hold Landlord 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 Landlord, 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 LANDLORD 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
_____	_____
Landlord / Agent	Date

MARCHANT PROPERTY MAGEMENT PET AGREEMENT

1. Permission to keep a pet is granted at Agent’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 Agent’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 tenant will be allowed to keep more than NO CATS **cats and/or** NO DOGS **dog**. Requests to keep more than one pet of any other species will be approved at Agent’s discretion.

3. In deciding on whether to approve a tenant's request to keep a dog, Agent 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. All pets must be house trained. 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 Agent on the building grounds, dogs may be taken off-leash in that area, provided the tenant remains with the dog at all times.

5. Tenant is 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 Agent.

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 Agent 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, Agent will attempt to contact the tenant to remedy the situation. If Agent is unable to contact the tenant within a reasonable period, Agent 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. Tenant is responsible for ensuring that their pets do not disturb or annoy other tenants or neighbors. Tenants whose pet(s) are determined by Agent to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after 1 warning will receive a 10-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. Tenant is responsible for and must immediately pay for all damages or injuries caused by their pets. In addition, **Tenant agrees to pay a \$100 PET ADMINISTRATION FEE PER PET and \$25 MONTHLY PET RENT 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 Administrative Fees and Pet Rent are non-refundable. No part of Pet Administrative Fee or Pet Rent will be used by the Landlord for the purposes of flea treatment, cleaning, carpet cleaning, or damage. Landlord 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 prior written consent from Landlord.

11. No pets are allowed without prior written permission from Landlord and unless the “Pet Addendum” is attached to this rental agreement. Any unauthorized pet is subject to a **\$500 UNAUTHORIZED PET FEE**, regardless of how long the pet is on the property. Furthermore, the **\$500 UNAUTHORIZED PET FEE** will be charged for each month that there is an unauthorized pet on the property.

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 _____

BEDBUG ADDENDUM

This addendum modifies the SCR Form 410 Section 13 for bedbugs.

In reference to [X] RESIDENTIAL RENTAL AGREEMENT for the following address: _____,

The undersigned Parties hereby agree as follows: Tenant is responsible for the treatment of bedbugs, unless otherwise required by law.

The persons and property of both parties have been free of any known bedbug presence during their ownership or competently treated to remove all known bedbugs and their eggs which can lie dormant for over six months.

The parties recognize that controlling bedbugs requires cooperation and only professional treatment. Attempted self treatment may spread the bedbugs in the property and to adjacent properties. This can make professional treatment more difficult and expensive. Parties agree not to perform self treatment on the property for bedbugs.

The parties agree to notify the other in writing as soon as possible but no later than 7 calendar days after seeing any signs of bedbugs on the property (personal injuries, sightings, or other evidence). Bedbugs typically live in bedding and feed on sleepers' blood so signs may appear in bedding or on the person. Failure to provide this notice is a breach of this agreement.

The tenants agree to be aware of bedbugs, signs of bedbugs, risks of bedbugs, prevention of bedbugs, treatment of bedbugs, etc. The most common signs are night time bites, small blood stains on bedding, insects in bedding, evidence of insects in bedding, etc. Bedbugs typically live inside mattresses and box springs. At night, bedbugs follow human exhaled carbon dioxide to feed on sleepers' blood. Bedbugs resemble fleas, ticks, or small roaches during their life cycle.

The tenants shall cooperate with bedbug prevention and professional treatment protocols for the property. Tenants shall remove or dispose of their personal property until professionally treated and shall obtain professional medical treatment for bite injuries on their persons and shall be responsible for these costs. Tenants performing regular vacuuming, regular home cleaning, encapsulating bedding, and hot laundering followed by heated mechanical drying may reduce the risk of bedbugs.

The parties agree not to engage in actions understood to be counter to the prevention of bedbugs such as bringing untreated used personal property onto the property without knowing the personal property to be free of known bedbug presence. High risk items: used untreated furniture, used untreated clothing/linen, luggage not protected from bedbugs during travels, etc.

The parties agree to make reasonable efforts to ensure that they, their guests, occupants, employees, agents, contractors, relatives, and invitees comply with these bedbug prevention, reporting, and treatment protocols.

Upon notice of bedbugs, owners shall obtain professional bedbug inspection and necessary treatment of the property in a reasonable time. The owners shall determine the professional treatment providers, the type of treatments, the necessity of treatments, the necessity of repeat treatments, and if common areas or adjacent properties should be noticed and/or treated.

The tenants shall cooperate in the professional bedbug treatment of the property including clearing furniture from baseboards and walls, removing personal property during treatment and obtaining professional bedbug treatment of personal property before return, etc. The property may need to be temporarily or permanently vacated of all persons and personal property due to professional treatment. Tenants are responsible for their own moving, storage, and housing costs during professional treatment until possibly reimbursed through legal remedies. Tenant may be entitled to credit for some prepaid rent.

If the tenant fails to remove or obtain required treatment of personal property or cooperate with the professional treatment protocol for the property in a reasonable time, the owners may terminate the lease with a 30 calendar day notice or seek legal remedies including initiating ejection proceedings for breach of this agreement.

If the owners fail to schedule required treatment of the property in a reasonable time, the tenant may seek any legal remedies available or terminate the lease with notice not less than 7 calendar days.

If the tenants are uncooperative or absent for any reason longer than 8 calendar days after confirmed bedbug infestation, tenants consent to allowing the owners and professional bedbug exterminators to treat any property as required.

If additional treatments are necessary, this agreement remains in effect and all legal remedies remain available including ejectment for failure to comply with any provisions of this agreement.

The parties understand that it may be difficult to determine the cause of bedbug infestation or require experts. Parties should provide themselves with adequate funds to cover their own costs and damages related to bedbugs (bedbug treatment, medical care, temporary housing, temporary storage, time and effort required to comply with this agreement, replacement personal property, distress, or other proximate damages) in situations where cause cannot be determined or until reimbursed through legal remedies.

Timely reporting of bedbug infestation (report to owners within 72 hours of sighting bedbug signs) will result in a partial security deposit refund check to tenants from owners in the amount of \$ 0 within 72 hours of receipt of report and written request for payment.

If a party admits responsibility or a court of competent jurisdiction determines a party to be responsible for the bedbug infestation, that party is responsible for remedies unless agreed upon liquidated damages are paid. Owners should consider obtaining bedbug insurance or bond if available. Tenants should consider saving funds to cover costs.

In a multi-unit property where the bedbug infestation spreads to other units or into the common areas and the tenant admits responsibility or a court determines the tenant to be responsible, the parties agree to tenant paying a settlement of liquidated damages of \$ Cost to professionally treat the entire property as needed. If tenant is moved into another similar unit during treatment or otherwise, rent shall be applied to that new unit upon possession; and tenant will professionally treat personal property or dispose of it properly offsite.

In a single-unit property, the security deposit will contribute to bedbug eradication costs.

The parties stipulate that that the assertion of bedbug infestation does not constitute a breach of warranty of habitability, a breach of warranty of quiet enjoyment, a violation of any nuisance provision of this lease or law, negligence, harassment, trespass, constructive eviction, infliction of emotional distress, battery, or a violation of housing/health codes.

The parties agree to indemnify any property management brokers, agents, principals, employees, contractors, etc. for any costs, legal fees, damages, fines, judgments, settlements, claims, liabilities, injuries, expenses, and attorney's fees arising out of or otherwise related to any assertion of bedbug infestation. Tenants are responsible for any costs to treat or move or store or seal or dispose of or replace personal property. Any portion of this agreement can be severed to preserve the remainder.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

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Marchant Property Management Master Insurance Policy Addendum

Marchant Property Management Master Insurance Policy Overview

The cost of the Marchant Property Management Master Insurance Policy is \$17.00 per month, which includes an Insurance Admin Fee of \$4.00 per month and shall be paid along with the tenant's 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 Landlord, Landlord's Broker, nor any representative of the Landlord 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, tenant's 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: Personal Liability: \$100,000, Tenant Contents: \$20,000, and Medical Payments: \$3,000, 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. Tenant shall have access to the Master Insurance Policy and certificate of insurance at their request. Tenant legal liability coverage is for tenant-caused property. Tenant will be responsible for contacting Marchant Property Management for claims submissions. Tenant 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

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 renter's 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 Interested Party 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.

Insurance Disclaimer

Marchant Property Management reserves the right to modify the types of insurance policies, coverage's and amounts of coverage that tenant is 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 Arcana Insurance Services. 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	

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 Agent 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 Agent 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

Landlord / Agent Date

TENANT FEE SCHEDULE FOR LEASE VIOLATIONS

1. **\$7 PAYMENT PROCESSING FEE** - Administrative Charge for any payment received by Agent not in the form of an online ACH payment made through the tenant portal. This fee applies to all checks, money orders, cashier's checks, in person payments, or payments left in the drop box.
2. **\$3.75 COVENIENCE FEE** – Administrative Charge when tenant makes a cash payment through RentMoney at a local retail store with a voucher.
3. **10% LATE FEE** – Administrative Charge for any rent payments received past midnight on the 5th of the month.
4. **\$100 COLLECTION REPORTING FEE** – Administrative Charge for turning any outstanding balances over to a collection agency. In addition, tenant will be responsible for all attorney fees resulting from this collection action.
5. **\$30 NSF FEE** - Administrative Charge for any returned checks/money orders/ACH payments to cover the cost of the bank charge.
6. **\$20 RETURNED PAYMENT PROCESSING FEE** – Administrative Charge for processing any returned payments.
7. **\$100 FAILURE TO TRANSFER UTILITIES FEE** – Administrative Charge if all utilities have not been transferred into tenant's name as of lease start date, or move in date, whichever is sooner. This fee also applies at any point where the tenant has not maintained utilities throughout the lease term.
8. **\$25 FAILURE TO CHANGE FILTER FEE** – Administrative Charge for each time tenant neglects to change the filter as needed.
9. **\$75 TRIP CHARGE FEE** – Administrative Charge when tenant misses a scheduled appointment with a repair vendor. In addition, tenant will be charged for any invoice from vendor for missing the scheduled appointment.
10. **\$50 MISSED APPOINTMENT FEE** – Administrative Charge when tenant misses a scheduled appointment for any type of inspection.
11. **\$50 RETURN VISIT FEE** – Administrative Charge when Landlord must come back to inspect property due to Tenant not being completely moved out.
12. **\$25 LEASE VIOLATION FEE** – Administrative Charge when tenant has committed a lease violation or an HOA violation.
13. **\$75 LOCKSMITH COORDINATION FEE** – Administrative Charge when tenant vacates the property and fails to turn keys into the office. Fee also applies if tenant changes any locks.
14. **\$75 MAKE RENT READY OVERSIGHT FEE** – Administrative Charge to coordinate any repairs, which are above and beyond normal wear and tear, to the property that were caused by tenant, tenant's guest, or any pets.
15. **\$50 FAILURE TO ACCOMODATE SHOWING** – Administrative Charge each time a tenant does not cooperate in allowing a licensed real estate agent to show the property to prospective purchasers or tenants.
16. **\$600 LEASE TERMINATION FEE** – Administrative Charge when tenant requests to terminate the lease early with proper notice.
17. **\$50 LEASE MODIFICATION FEE** – Administrative Charge when tenant requests to modify the lease in any way including, but not limited to adding a roommate, removing a roommate, adding a pet, etc.
18. **\$500 UNAUTHORIZED PET FEE** – Administrative Charge when tenant has an unauthorized pet on the property regardless of how long the pet is on the property.
19. **\$500 UNAUTHORIZED OCCUPANT FEE** – Administrative Charge when tenant has an unauthorized occupant at the property for more than 10 days.
20. **\$50 EVICTION PROCESSING FEE** – Administrative Charge each time has an eviction filed on them.
21. **\$100 COURT APPEARANCE FEE** – Administrative Charge when tenant requests a court date where Agent is required to attend.

By signing below, tenant acknowledges that they have read and understand all items listed on this Tenant Fee Schedule page. Please note that none of these fees will apply unless you violate your lease agreement. Lease violations result in more time, labor, and resources and we must charge accordingly.

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

LEASE SUMMARY

CHARGES DUE AT LEASE SIGNING:

- \$ _____ Security Deposit
- \$ _____ Resident Benefits Package
- \$ _____ Pet Administration Fee (\$100 Per Pet)

SUMMARY OF MANDATORY MONTHLY CHARGES:

- \$ _____ Monthly Rent
- \$ _____ Monthly Pet Rent (\$25 Per Pet)
- \$ _____ Utility & Maintenance Reduction Program
- \$ _____ Master Insurance Policy

ONLINE ACH PAYMENTS

The preferred method of payment for rent and all other charges, with the exception of the security deposit, is by ACH online payment through the tenant portal. This is the safest, most secure, and most accurate way to pay and best of all, it's **FREE**. The benefits of paying online include no need for postage, no need for envelopes, no need to travel across town to drop off payment, the ability to make a payment 24/7 to avoid late fees, and you eliminate the possibility of the payment getting lost.

Using either single or recurring automatic ePayments, your rent will be paid 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 7 business days* to be fully processed between banks. Make sure to take this into consideration before initiating a payment. When making a partial payment, please remember that once a payment is initiated, the payment must fully clear before making another online payment. Please keep this in mind in order to avoid late fee charges. Tenant agrees to pay **\$30 NSF FEE**, (but not more than the current statutory limit) PLUS a **\$20 RETURNED PAYMENT PROCESSING FEE** for each dishonored check/money order/ACH payment, regardless of the reason. In addition, **late charges will apply 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 three payments are returned, must be paid in the form of cashier's checks, certified check, or money order and must include the **\$7 PAYMENT PROCESSING FEE**.

Please also note that all payments are initiated solely by tenant from the checking account that you enter into your tenant portal. Agent does not have the ability to draft your account for payments. Tenant is responsible for initiating all payments. Tenant is responsible for making sure the end date for recurring payments is updated and accurate and for cancelling recurring rent payments at the end of lease. Please note that late fees will be charged even if tenant neglects to change the recurring payment date.

Please note that security deposits must be paid by certified funds.

By signing below, tenant acknowledges that they have read and understand all items listed on this Lease Summary page.

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____