

# RESIDENTIAL RENTAL AGREEMENT

# Foothills Property Management

STATE OF SOUTH CAROLINA

1017 Tiger Boulevard • P.O. Box 111 • Clemson, SC 29633  
864-654-1000 • Fax 864-654-2245 • www.clemsonrentals.com

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

**Date/Parties** This rental agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Foothills Property Management (hereafter FPM), Agent for owner, and \_\_\_\_\_ Tenants.

WITNESSETH:

*NO SMOKING*

**Description and Terms** 1. The Landlord (Agent,) in consideration of the rent herein to be paid by said Tenant and of the covenants, agreements, and conditions, hereinafter contained to be kept, performed and observed by said tenant, does hereby let and rent unto said Tenant the premises known as \_\_\_\_\_ in or near \_\_\_\_\_ South Carolina, to be used and occupied by said Tenant as a residence, and for no other purposes for a term beginning \_\_\_\_\_ and ending \_\_\_\_\_.

If either the Landlord (Agent) or the Tenant does not wish to renew this rental agreement, the party not wishing to renew shall notify the other party in writing not less than \_\_\_\_\_ before the expiration of this rental agreement of such intention not to renew, otherwise this rental agreement will be automatically renewed from month to month on the same terms and conditions contained in this agreement, and either party must give thirty (30) days written notice of termination. NO SMOKING IN UNIT.

**Use** 2. Tenant agrees that the dwelling is to be used according to the laws of the municipality in which the dwelling is located, as a private dwelling and for no other purpose. There shall be no pets on the premises without the written consent of the Agent (violators will be fined \$100.00 per day and are subject to eviction.) The Tenant agrees not to allow any nuisance or illegal activity to exist on the premise and to maintain the premises in an orderly and neat condition. Tenant recognizes that excessive noise or other activities disturbing other renters of the Landlord (Agent) shall constitute a default under the terms of this lease. The dwelling is to be occupied by \_\_\_\_\_ adults and \_\_\_\_\_ children.

**Rent** 3. That Tenant(s), in consideration of the use of the demised premises and of the covenants and agreements made herein by the Landlord or his agents, rents said premises and does hereby promise to pay FPM, agent for the Landlord, **on the first day of each month**, as a rental, (\$ \_\_\_\_\_) dollars in lawful money of the United States. Rent shall be paid at the office of Foothills Property Management, 1017 Tiger Blvd., Clemson, South Carolina 29631 or as Tenant may be advised from time to time in writing. Payment of the amount of \_\_\_\_\_ is due prior to occupancy. This covers rent for \_\_\_\_\_. The total obligation of this agreement is \_\_\_\_\_.

**Late Fees** 4. Tenant understands that rent is due on the **first (1st) day** of every month. **IF THE RENT IS UNPAID WHEN DUE AND THE TENANT FAILS TO PAY RENT WITHIN FIVE (5) DAYS, THERE WILL BE A \$25.00 LATE FEE PER PERSON IN ADDITION TO THE FULL AMOUNT OF RENT, OR THE LANDLORD MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORDS INTENTIONS TO TERMINATE. EVICTION PROCEEDINGS MAY BEGIN ON THE FIRST WORKING DAY FOLLOWING THE 5TH OF EACH MONTH.**

Tenant agrees to pay \$30.00 for each returned check in addition to the full amount of the check.

**Security Deposit** 5. Tenant agrees to deposit with FPM a security deposit of \$ \_\_\_\_\_. Said deposit is to be held against full and faithful performance of the terms and conditions herein, **and is not to be applied to any rent** which may become due under this agreement. Upon termination of the tenancy, money held by FPM as security may be applied to the amount of damages which the Landlord or his agent has suffered by any reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act.

**Condition of Premises** 6. Tenant accepts the premises in the present condition. The Tenant shall inspect said premises and advise the Landlord (Agent) in writing within (15) days of the beginning of the lease of any damage or successive wear that exists upon occupancy.

**Winterizing** 7. In subfreezing (below 32 degrees) weather, thermostats should be set no lower than 50 degrees. Tenant shall be responsible for any damage to said premises or adjoining premises due to lack of maintaining adequate heat to prevent frozen pipes.

**Tenant Maintenance** 8. Tenant agrees to keep and maintain the premises in good clean condition and to make no alterations or additions thereon without written consent of the Landlord, or the Landlord's agent. It is especially understood that **the Tenant will maintain the following items at their own expense: keep the sinks, lavatories, and commodes open;** report any malfunction within 5 days of occupancy, replace any damage to interior or exterior walls, equipment, electrical or plumbing fixtures, screens, doors and other furnishings: keep outside grounds free from unsightly objects and other debris; change heating and air conditioning filters every (3) months; pay for any services to heating system caused by Tenant's inadequate supply of fuel, repay the Landlord (Agent) for the cost of all repairs necessary by negligent or careless use of said premises. **TENANT IS RESPONSIBLE FOR MAINTAINING SMOKE DETECTORS.** Tenant is responsible for acts of vandals or burglars, **including door, glass and screen damage**, until the keys have been returned to the office of FPM.

The Tenant agrees to promptly report any repairs which need to be made to the property. To pay for all utilities used while occupying said premises with the following exceptions: \_\_\_\_\_ No tenant-incurred expenses shall be deducted from the monthly rent under any circumstances whatsoever. Tenant shall not paint or wallpaper any portion of the premises without written consent of Landlord (Agent). Indiscriminate hanging of pictures, ceiling hooks, decorative plates, stick-on posters and emblems or other items of a similar nature shall be treated as damages. Tenant shall be responsible for the cost of restoring said premises to their original condition if he makes any unauthorized modifications. Tenant is also responsible for acts of their children and guests.

**Right of Re-Entry** 9. Tenant agrees to permit the Landlord or his agents to enter these premises at reasonable hours for the purpose of making inspections and repairs and to also permit the Landlord or his agents to enter the premises in case of fire, storm or need for emergency repair. Tenant agrees to allow Foothills Property Management to show the premises during the daylight hours to prospective tenants during the normal renting season of the Tenants occupancy of the premises. The Landlord (Agent) shall not abuse the right of access or use it to harass the Tenant.

- Assignment or Subletting** 10. The Tenant further covenants that he will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet or transfer said premises or any part thereof without the Landlord's (Agent's) written consent.
- Condemnation** 11. It is agreed by and between the Landlord (Agent) and the Tenant that if the whole or any part of said premises hereby rented shall be taken by a competent authority or any public or quasi-public use or purpose, then and in that event, the terms of this rental agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purchase. All damages awarded from such taking shall belong to and be property of the Landlord.
- Eviction** 12. In the event the premises are condemned by a government agency, or the Tenant is evicted to the Landlord's negligence, then this rental agreement will terminate from date of said eviction. Upon the failure of the Tenant to make any payment of rent when it is due, or if the Tenant should breach any other covenants, agreements or conditions herein contained, or if the premises are abandoned, deserted or vacated, then, at the option of the Landlord or his agents, this rental agreement shall terminate after a fourteen (14)-day notice to the Tenant, and the Landlord may re-enter and repossess the said premises and remove and put out Tenant and each and every occupant. In the event of re-entry by the Landlord (Agent) it is herein provided that Tenants shall be liable in damages to said Landlord (Agent) for all loss sustained to include, but not limited to, legal costs. Should legal action be necessary under the terms of this agreement, said action shall be subject to South Carolina law with jurisdiction on venue in Pickens County, South Carolina.
- Damage by Fire to Premises** 13. **Tenant shall be responsible for insuring his own possessions against fire casualty and other catastrophes.** If, during the term of the rental agreement, the premises should be partially destroyed by fire or other casualty, the Landlord shall make whole any damage to the structure with all reasonable diligence and without interruption of Tenancy. If, however, the premises sustain a fire or other casualty that renders the premises uninhabitable, then the rental agreement would terminate and the rent would cease to accrue as of the date of destruction. In the event of fire or other casualty, the Tenant is to notify the Landlord or Agent at once. Landlord (Agent) and Tenant hereby release each other from liability for the loss or damage occurring on or to the rented premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies; and each waives all rights or recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excuses under the forgoing release and waiver.
- Quiet Enjoyment** 14. Landlord (Agent) agrees and covenants that the Tenant shall have peaceful and quiet enjoyment of the demised premises for the duration of his occupancy, provided, of course, that the Tenant complies with the covenants, agreements and conditions stated herein.
- Conditions of Refund of Security Deposit** 15. Security deposit funds will be made in accordance with the SC Residential Landlord and Tenant Acts and provided the following conditions are met:  
 a) Upon meeting the requirements of this Residential Rental Agreement.  
 b) Upon adherence to the "Rules and Regulations."  
 c) Upon proper cleaning of the entire residence to include windows.  
 d) Carpet must be professionally steam-cleaned (must provide receipt/truck mounted machine).  
 e) Lock all doors and windows.  
 f) Return all keys to Foothills Property Management.  
 g) Leave a forwarding address.
- Rules and Regulations** 16. Tenant covenants and agrees to abide by the "Tenant Rules and Regulations," a copy of which is attached hereto and made a part hereof. Tenant further agrees to abide by any Rules and Regulations adopted by the homeowners' association of this property and will reimburse Landlord (Agent) for any fines or loss which his use and/or conduct does create.
- Rent Payment** 17. It is expressly understood that this agreement is between the Landlord (or his Agent) and each signatory individually and severally. In the event of default by one signatory, each and every signatory shall be responsible for timely payment of rent and other provisions of this agreement, whether jointly or severally.
18. This rental agreement shall be binding upon the parties, their heirs, representatives and assigns. If any part of this rental agreement is not fully understood, then competent advice should be sought. Time is of the essence.

IN WITNESS WHEREOF, the Landlord (Agent) and the Tenant have executed these presents, the day and the year above written.

_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Landlord	Landlord	Date

THIS IS A LEGALLY BINDING CONTRACT DRAWN IN ACCORDANCE WITH THE SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT, A COPY OF WHICH IS AVAILABLE FOR YOUR INSPECTION AT THE OFFICE OF FOOTHILLS PROPERTY MANAGEMENT.

WE RECOMMEND EVERY TENANT PURCHASE RENTERS INSURANCE  
 IF NOT UNDERSTOOD, SEEK FURTHER ADVICE.