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 Easley, SC 29641-1946  
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Revised 04/08/2013

## Residential Rental Agreement

This RESIDENTIAL RENTAL AGREEMENT (This "AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between **Front Porch Property Management, LLC** ("AGENT"), and \_\_\_\_\_, ("RESIDENT"). AGENT may employ a **PROPERTY MANAGER** to assist in the management of the property.

AGENT hereby agrees to rent to **RESIDENT**, the real property located:

Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 County of \_\_\_\_\_

State of South Carolina; described the "PREMISES"; commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ ("EXPIRATION DATE"), hereinafter the "TERM". AGENT rents the Premises to **RESIDENT** on the following terms and conditions:

1. **RENT RESIDENT** agrees to pay Agent base rent the sum of \$ \_\_\_\_\_ for the Term, which amount shall be due and payable in equal monthly installments of \$ \_\_\_\_\_, due IN ADVANCE of the first (1<sup>st</sup>) day of each month (the "**DUE DATE**"), by 5:00 pm of the last business day prior to the first day of the month, during the Term of this Agreement.

**NOTICE TO TENANT: IF RESIDENT DOES NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, OR BY THE FIFTH (5<sup>th</sup>) DAY OF THE MONTH, AT 5:30 PM EST, AGENT CAN START TO HAVE RESIDENT EVICTED AND MAY TERMINATE THIS AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF AGENT'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. RESIDENT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS RESIDENT REMAINS IN THE RENTAL UNIT.**

**UNDER NO CIRCUMSTANCES IS THE SECURITY DEPOSIT INTENDED TO BE USED FOR THE LAST MONTHS RENT OF THIS AGREEMENT.**

2. **PAYMENT OF RENT** The initial payment of rent, and security deposit, under the terms of this Agreement, must be made in certified check or USPS Money Order. Thereafter, monthly rent payments may be paid by check, until any TENANT check is dishonored or returned unpaid. If, for any reason, a check is returned or dishonored, all future rent payments will be USPS money order, certified check or paid on our website.

RESIDENT(s) Initials: \_\_\_\_\_

AGENT Initials: \_\_\_\_\_

Time is of the essence, and all delays are immaterial. Rents mailed will be considered paid when received, not when postmarked. Rent shall be made payable to FRONT PORCH PROPERTY MANAGEMENT, LLC, and if sent by the United States Postal Service, at TENANT'S own risk, to:

**FRONT PORCH PROPERTY MANAGEMENT, LLC**  
**Post Office Box 1946**  
**Easley, SC 29641-1946.**

If AGENT has to pick up the rent from the RESIDENT, then a \$50.00 Rent Pick-Up Fee is immediately due and payable by the RESIDENT to the Agent in the form of a certified check or Money Order.

3. DISCOUNT PROGRAM As an incentive for RESIDENT to pay rent in full and early, a discount in the amount of \$50 will be deducted from the rent each month that the RESIDENT pays their rent in full, by 5 PM on the last business day of the month proceeding the month when rent is due. This discount will automatically be forfeited for any month during which RESIDENT pays rent on or after the due date.
4. RENTAL COLLECTION CHARGE RESIDENT hereby acknowledges that a late payment will cause AGENT to incur costs not presently or readily ascertainable. In the event rent is not received by 5:00 PM on the Fifth Day of the month, regardless of cause, including dishonored checks, RESIDENT further agrees to pay a late charge to AGENT of \$75.00. The parties acknowledge the foregoing late payment charge is a best and fair estimate of damages that AGENT will suffer, and such payment is not intended as a liquidated sum and not as a penalty. Neither incapacity, nor infirmity, nor impossibility, nor unemployment, nor any other cause will excuse late payment of rent. Also, an additional late fee of \$10.00 per day will be assessed beginning on the 6<sup>th</sup> day of the month when rent is due, until the rent is paid in full.
5. BAD-CHECK SERVICING CHARGES In the event RESIDENT'S check is dishonored and returned unpaid, for any reason, to AGENT, RESIDENT agrees to pay as additional rental, the sum of \$75.00 (Seventy Five Dollars). This bad check charge is also intended as a liquidated sum; it is a present assessment of Agent's likely administrative costs; and it is not a penalty.
6. APPLIANCES the dwelling unit is rented without appliances. The above rental payment specifically EXCLUDES rental for appliances of any kind. Any appliances as are found upon the Premises are there solely at the convenience of AGENT, who assumes no responsibility for their operation. In the event such appliances become unsatisfactory after occupancy by RESIDENT commences, RESIDENT may have them repaired at no cost to AGENT, or request that AGENT remove them.
7. USE RESIDENT agrees to use the premises only as a residence for RESIDENT and RESIDENT'S spouse and children, named \_\_\_\_\_ RESIDENT agrees to pay \$75 each month, or a pro-rated portion thereof, for each additional person who shall occupy the premises in any capacity for longer than seven (7) consecutive days. If TENANT fails to inform AGENT of additional persons occupying the Premises, the \$75 per person per month fee will be assessed retroactive to the date this Agreement commenced. The maximum number of people allowed to reside in this apartment is \_\_\_\_\_.
8. PETS are not allowed on the Premises. The presence of a pet will constitute a breach of this Agreement, and shall entitle AGENT to commence eviction proceedings if the pet is not removed immediately. However, AGENT may allow RESIDENT to have a pet, dogs or cats only, on the premises ONLY WITH PRIOR WRITTEN CONSENT OF THE AGENT; and the payment of a non-refundable annual pet damage fee of \$200 per pet per year. AGENT shall have the right to withdrawal consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury to person or property caused by the animal.  
Does RESIDENT have a pet? ( ) Yes ( ) No.  
If yes, Dog or Cat? \_\_\_\_\_  
Breed \_\_\_\_\_  
Weight \_\_\_\_\_ (30lb max)  
Dangerous breeds such as Akita, Alaskan Malamute, American Staffordshire Terrier, Presa Canario, Chow Chow, Doberman Pinscher, Great Dane, Pit Bull, Rottweiler, Husky, Staffordshire Bull Terrier, Wolf Hybrids, and any mix of breeds considered to be aggressive, etc. are expressly prohibited.
9. SECURITY DEPOSIT RESIDENT hereby agrees to pay a security deposit of \$ \_\_\_\_\_ to be refunded, net of Agent's itemized deductions, upon termination of this Agreement. This deposit is intended to cover any accrued but unpaid rent and damages suffered by AGENT arising from Tenant's failure to maintain the Premises. No interest will be paid on this money. Within thirty (30) days following the later of lease termination or redelivery of possession, AGENT will make such net refund and give notice of deductions, or further payments due, to Tenant's forwarding address.  
**UNDER NO CIRCUMSTANCES IS THE SECURITY DEPOSIT INTENDED TO BE USED FOR THE LAST MONTHS RENT OF THIS AGREEMENT.**
10. VEHICLE POLICY RESIDENTS agree never to park or store a motor home, camper, trailer, or any sort of recreational vehicle on the Premises, and to park only \_\_\_\_\_ automobile(s), make, model, year, and state license tag numbers:  
Vehicle #1 \_\_\_\_\_  
Vehicle #2 \_\_\_\_\_  
RESIDENT also agrees to park only on the paved areas. Automobiles parked on the grass will be subject to immediate towing and removal at the RESIDENTS expense. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the Premises or any adjoining property of Agent. Removal and storage of any cars parked in violation hereof will be at the expense of RESIDENT.
11. NON ASSIGNMENT OF AGREEMENT RESIDENT agrees not to assign this Agreement, nor to sublease any part of the Premises, nor to allow any other person to occupy the Premises other than as named in Paragraph 7 above without first obtaining prior written permission from the AGENT and paying the appropriate rents.

RESIDENT(s) Initials: \_\_\_\_\_

AGENT Initials: \_\_\_\_\_

12. LEGAL OBLIGATIONS RESIDENT hereby acknowledges a legal obligation to pay rent on time each and every month. RESIDENTS understand and agrees to full personal liability, jointly and severable, for the rental obligations created herein. RESIDENT also acknowledges that defaulting on this Agreement could result in a civil judgment, which would constitute a lien against RESIDENT'S current and future assets. If there is more than one individual RESIDENT, they shall jointly and severally be liable for the legal obligations created by this Agreement.
13. ATTORNEY FEES AND COURT COSTS if legal action is necessary in order for AGENT to recover possession of the Premises or otherwise enforce the provisions of this Agreement, attorney's fees and court costs shall be paid to AGENT.
14. REPAIR AND MAINTENANCE RESIDENT agrees to maintain in reasonably good working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating and air conditioning and appliances which serve the Premises. RESIDENT shall be responsible for and shall perform, at RESIDENT'S sole expense, all routine maintenance, including but not limited to stoppage of sewer because of misuse or broken pipes or plumbing fixtures within the Premise, maintenance and cleaning of the walls, woodwork, floors, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems. RESIDENT accepts entire responsibility for recharging air conditioner compressor, and cleaning of furnace, and replacement of furnace and/or air conditioner filters. Additionally, RESIDENT shall perform, at RESIDENT'S sole expense, all repairs to the Premises each of which costs less than \$75. These repair costs are additional consideration for the Premises, and RESIDENT SHALL NOT DEDUCT REPAIR COSTS FROM RENT. Subject to the below requirements, AGENT shall be responsible for the cost of any repair work that exceeds \$75. If a problem arises that will cost more than \$75 to repair, then TENANT must fill out or download a request form on our website [www.frontporchpropertymanagement.com](http://www.frontporchpropertymanagement.com). If TENANT is unable to access internet written request may be mailed, or emailed to office. Contact the AGENT or its Property Manager as soon as possible, between 9:00AM and 5:00PM, Monday through Friday; by calling the AGENT'S property maintenance phone line at 864-810-0453. After normal business hours, AGENT may leave a message at 864-810-0453. AGENT will not be responsible for any non-emergency repairs costing more than \$75 unless RESIDENT obtains AGENT'S advance written authorization to make such repairs. RESIDENT agrees not to make any physical changes or modifications (including, but not limited to painting, wallpaper, nail holes, drilling holes in floor, doors, walls., etc.) to the Premises without the prior written permission of the Agent. This means Cable TV/Internet cabling access accommodations are not permitted WITHOUT the WRITTEN PRE-APPROVAL OF AGENT. Agent's agreement to bear the cost of repairs exceeding \$75 shall not apply when repairs are made necessary due to RESIDENT'S negligent, careless, reckless or intentional acts or omissions, in which case RESIDENT shall be liable for all such repairs. THE FOREGOING REPAIR AND MAINTENANCE RESPONSIBILITIES ARE VOLUNTARILY ACCEPTED, IN GOOD FAITH. AGENT will employ a Property Manager, but the availability of such manager to immediately address repair and maintenance concerns cannot be guaranteed. Accordingly, allowing TENANT to conduct nominal repairs is intended to serve the best interests of both parties.
15. RESIDENT OBLIGATIONS TO MAINTAIN DWELLING UNIT TENANT agrees to meet all RESIDENT obligations, including but not limited to, the following:
- A. Comply with all obligations primarily imposed upon RESIDENTS by applicable provisions of building and housing codes materially affecting health and safety.
  - B. Keep the Premises, as clean and safe as conditions permit.
  - C. Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner.
  - D. Keep all plumbing fixtures as clean as conditions permit.
  - E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and there other facilities and appliances located within the Premises. RESIDENT further agrees that flushing of sanitary napkins, tampons, excessive toilet paper, paper towels, etc., will cause damage to plumbing and must not be done.
  - F. Not deliberately or negligently destroy, deface damage, impair, or remove any part of the Premises or knowingly permit any person to do so.
  - G. Conduct themselves and require other persons in or upon the Premises with RESIDENT'S consent to conduct themselves in a manner that will not disturb other Tenants residing upon adjacent premises or other property of AGENT.
  - H. RESIDENT will not utilize, or have on the premises at any time, an oil, gas, or kerosene heater. Also, no grills or propane steamers or fryers are allowed. The presence of these items constitutes immediate grounds for eviction, and confiscation of the item.
  - I. RESIDENT agrees that waterbeds are not allowed upon the Premises.
  - J. RESIDENT agrees that only white drapes or drapes with a heavy white liner may be used.
  - K. Smoking in the premises is prohibited at all times and in all instances. Smoking in the dwelling is considered damage. Smoking is not allowed upon or within the Premises. Likewise, the lighting of fires, burning of incense, or other smoke or smell producing activity is not allowed upon or within the Premises.
  - L. RESIDENT acknowledges that the Property Manager, as identified in paragraph 30, will take care of emergencies, as defined by the AGENT and Property Manager alone, including but not limited to leaks, fire, smoke damage, water damage, and that the Property Manager will complete other Non-Emergency Repairs at his convenience. If the RESIDENT has the Property Manager come to the property; and the Property Manager in his opinion alone, does not feel the situation was an emergency requiring his immediate attention, the AGENT or the Property Manager will bill the RESIDENT for a \$75.00 service call, payable within five (5) days. If the service call charge is not paid within five (5) days, the AGENT will begin eviction proceedings.
  - M. RESIDENT warrants that they will meet above conditions in every respect, and acknowledges that failure perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.
16. UTILITIES RESIDENT is responsible for payment of all utilities, water and sewer charges, telephone, electric power, or other utility charges, including deposits, interest, penalties and connection fees, incurred during the term of this Agreement. RESIDENT specifically authorizes AGENT to deduct unpaid utility charges from the Security Deposit in the event they remain unpaid after termination of this Agreement. RESIDENT will obtain water, sewer, and electrical power from area utility companies. See your RESIDENT Handbook for a list of local companies.

RESIDENT(s) Initials: \_\_\_\_\_

AGENT Initials: \_\_\_\_\_

17. HOLD OVER Any holding over after the termination of this Agreement, with the consent of the AGENT, shall be construed as a month to month tenancy with the terms of this Agreement continuing to be applicable until either party shall terminate this Agreement by giving the other party thirty (30) days prior written notice.
18. AGENT ACCESS FOR MARKETING AND RESIDENT COOPERATION: RESIDENT acknowledges Agent's legal right to access the Premises at reasonable times in order to show the Premises to prospective Tenants or purchasers during the term of this Agreement. RESIDENT understands and agrees to cooperate with AGENT in its efforts to show the Premises. AGENT may also display "For Rent" or "For Sale" signs on the building of which the Premises are a part.
19. REMOVAL OF AGENT'S PROPERTY RESIDENT understands and agrees that this Agreement does not affect any present conveyance of personal property or fixtures. Tenant's removal of any such personal property or fixtures from the Premises shall constitute conversion and breach of this Agreement, as well as criminal theft of property.
20. TENANT INSURANCE RESIDENT shall be responsible for insuring RESIDENT'S personal property and possessions against fire, theft and other accidental loss and for providing general liability coverage under a residential renter's policy (or current ISO equivalent). RESIDENT hereby releases AGENT from liability for loss or damage ordinarily covered under the aforesaid renter's policy, and RESIDENT hereby waives any right to recover from AGENT for such loss or damage. AGENT requires RESIDENT to carry Renters Insurance and to list AGENT as the Additional Insured on the policy.
21. ABANDONMENT If RESIDENT is inexplicably absent from the Premises for 15 days without paying rent or the Premises are otherwise deemed abandoned according to law, AGENT and/or his representatives have the right to take recover possession of the Premises and to re-let the same, barring RESIDENT from returning. AGENT shall also have rights to remove personal property that the RESIDENT has left behind and dispose of it according to law.
22. LOCK POLICY No additional locks will be installed on any door without the prior written permission of AGENT. AGENT will be given duplicate keys for all locks so installed at the RESIDENT'S expense, before they are installed.
23. CONDITION AND CLEANING FEES RESIDENT'S signature upon this Agreement shall evidence RESIDENT'S prior inspection of the Premises or a waiver of the right to so inspect. In either case, RESIDENT'S acknowledges the Premises are delivered in a good and sanitary state of cleanliness and repair. Upon expiration or earlier termination of this Lease, RESIDENT'S agrees to return the Premises in at least as good a condition as existed at acceptance. The parties hereto agree that RESIDENT'S breach of this provision will cause AGENT to incur losses including, but not limited to, administration and cleaning costs. These costs are presently difficult or impractical to ascertain. Accordingly, the parties agree that RESIDENT shall pay Agendas liquidated damages, within five (5) days after receipt of a written invoice therefore, \$150.00 for each room or appliance that requires professional cleaning upon redelivery of possession.
24. INVENTORY AND INSPECTION RECORD an Inventory and Inspection Record has been provided for the Tenant's use. RESIDENT is encouraged to complete this report and submit a copy to AGENT for counter-signature before, or within 3 days after, TENANT takes possession of the Premises. RESIDENT is advised that AGENT does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of RESIDENT turnover.
25. ALTERATIONS RESIDENT shall make no alterations, decorations, additions or improvements in or to the Premises without AGENT'S prior written consent, and then only by contractors or mechanics approved by AGENT. All alterations, additions, or improvements upon the Premises, made by either party, shall become the property of AGENT and shall remain upon, and be surrendered with said Premises, as a part thereof, at the expiration or earlier termination of this Agreement. RESIDENT specifically agrees that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape.
26. ROOF AND TERMITE ALERT RESIDENT agrees to notify AGENT immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.
27. DISCLOSURE OF AGENT/AGENT The Agents: FRONT PORCH PROPERTY MANAGEMENT, LLC, and may be represented at various times by his employees or agents. The **PROPERTY MANAGER** of the property is authorized to act for and on behalf of the AGENT for the purpose of receiving and receipting for notices and demands and for such other acts which AGENT could or would do if personally present. Manager's address is: **Front Porch Property Management, LLC, Post Office Box 1946, Easley, SC 29641-1946, and Phone: (864) 810-0453.**
28. VALIDITY OF LEASE PROVISIONS In the event any provision of this Agreement is held invalid, illegal or unenforceable, such provision shall be deemed null and void and shall not affect the validity of any remaining provision, all of which shall continue in full force and effect.
29. PHONE RESIDENT Agree to provide the cell phone numbers of every RESIDENT in the premises as well as email address if this applies. AGENT will be given the phone number by the RESIDENT, and will be notified within two (2) working days of any future changes in the phone number.
30. PEST CONTROL POLICY RESIDENT is responsible for regular pest control services and any losses or damages suffered as a consequence of RESIDENT'S failure to keep the Premises free from pests or vermin.
31. REMEDIES AND NONWAIVER All Agent's rights and remedies arising from this Agreement shall be cumulative, not exclusive, in addition to any rights arising at law or equity. Agent's exercise or failure to exercise any rights or remedies specified herein shall not constitute a waiver or bar to Agent's subsequent exercise of such rights or remedies at a later date. This Agreement shall not be modified or amended, except in a writing signed by both AGENT and RESIDENT.

RESIDENT(s) Initials: \_\_\_\_\_

AGENT Initials: \_\_\_\_\_

32. TERMINOLOGY In this Agreement the singular number where used will include the plural, the masculine gender shall include the feminine.
33. SIGNING A VOLUNTARY AND INFORMED ACT RESIDENT signing this Agreement hereby acknowledges that all questions about this Agreement have been answered, that RESIDENT fully understands all the provisions of the Agreement and the obligations and responsibilities of the parties, as spelled out herein. Signature by RESIDENT on this Agreement is also acknowledgment and he/she has received a signed copy of the Agreement.
34. ASSIGNMENT BY AGENT RESIDENT agrees that AGENT may assign this Agreement to a purchaser of the property of which the Premises are a part, in which case, TENANT shall allow assignment to the said purchaser as the lessor of the Premises, and all rights and obligations of the AGENT shall invest in said purchaser.
35. KEYS: All keys for the premises are to be returned to AGENT. When premises were leased the following were issued to the RESIDENT S): \_\_\_\_\_ Door Keys, \_\_\_\_\_, Mailbox Keys, \_\_\_\_\_, Security Keys. RESIDENT is responsible for rent until all keys are returned to AGENT. Lost or stolen key replacement is \$50. If all keys are not returned to AGENT, locks will be changed and RESIDENT(S) will be responsible for expense. There will be a \$25 lockout fee during office hours if we have to come to the property to let TENANT in. This is due at the time of lockout and payable by cash only. After office hours, RESIDENT will have to contact a locksmith at their own expense.
36. PEACEFUL ENJOYMENT: AGENT agrees and covenants that the RESIDENT'S shall have peaceful and quiet enjoyment of the demised premises for the duration of his occupancy, provided of course that the RESIDENT complies with the covenants, agreements and conditions stated herein. No disturbances to others prior to 8:00am or after 9:00pm. This should include, but not be limited to, heavy walking, loud music, and/or parties of any size. Violation of this will result in eviction.
37. CLEANING UPON RETURN OF POSSESSION: RESIDENT agrees to return the Premises in the same condition as existed on the Commencement Date, reasonable wear and tear expected. In particular, RESIDENT agrees to employ a professional cleaning service of the AGENTS selection to clean the Premises at the RESIDENT'S expense, and to provide AGENT of the receipt for the cleaning. AGENT will furnish the RESIDENT with a list of everything that needs to be cleaned by the cleaning service. If the Premises has carpet, RESIDENT must schedule and employ a professional carpet cleaning service, not a do-it-yourself machine rental, to clean all carpeted areas once all personal items have been removed, and provide AGENT with receipt upon vacating. RESIDENT will not be deemed to have returned possession of the Premises until these cleaning services have been conducted. All these services must be completed prior to the Expiration Date of this Agreement.
38. MEGAN'S LAW: The RESIDENT and AGENT agree that the Property Manager or Real Estate Broker representing RESIDENT or AGENT and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The RESIDENT and AGENT agree that no course of action may be brought against the Property Manager or any Real Estate Broker representing RESIDENTS or AGENT and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The RESIDENT agrees that the RESIDENT has the sole responsibility to obtain any such information. The TENANT understands that Sex Offender Registry information may be obtained from the local sheriffs department or other appropriate Law Enforcement officials.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
AGENT/ Property Manager Front Porch Property Management, LLC

\_\_\_\_\_  
RESIDENT

**Payment of Rent:**

Received by the AGENT on or before the 31<sup>st</sup> of the previous month \$ \_\_\_\_\_  
(#3)

Received by the Agent, from the First to the Fifth of the current month \$ \_\_\_\_\_  
(#1)

Received by the Agent, on or after the Sixth of the current Month \$ \_\_\_\_\_  
(Includes \$75.00 Late Fee) (#4)  
(Additional per day late fee of \$10.00 per day after the 5<sup>th</sup>)(# 4)

Court Costs + As Necessary  
(#13)

Attorney Fees + As Necessary  
(#13)

Returned Check Charge + \$75.00  
(#5)

RESIDENT(s) Initials: \_\_\_\_\_

AGENT Initials: \_\_\_\_\_