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ACCOUNT NUMBER

LEASE EXPIRATION DATE

MONTH OF MID-TERM INSPECTION

MONTH OF LEASE RENEWAL NOTIFICATION

I. Residential Rental Agreement

This form is not intended for use if the "Option to Purchase" is in place

This rental agreement is made at Anderson Property Management Inc in Anderson, South Carolina, This the _____ day of _____
 # Of Day # Of Month

month _____, _____ between Tenant(s) _____
 Month Year Primary Tenant

other Tenant(s): _____
 ("hereafter referred to as **Tenant(s)**"), and "**Anderson Property Management Inc**" Agent for the Owner (hereafter referred to as "Landlord") shall provide as follows:

- Landlord Tenant Act:** This rental agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- Property Location:** The Landlord hereby rents to the Tenant(s) and the Tenant(s) hereby rents from the Landlord a parcel of property located in the **County of _____, South Carolina**, which parcel of land with improvements, will constitute the premises. Said parcel of land is more particularly described as follows:

Names of Tenant(s) _____
 Street Number and Name _____
 City State Zip Code _____

- Terms:** This rental agreement shall commence on the _____ day of _____ month _____, _____
 # Of Day # Of Month Month Year
 and ends on the _____ day of _____ month _____, _____. This is a _____
 # Of Day # Of Month Month Year Term

month lease. Tenant(s) covenants require that upon termination of this rental agreement, or any extension thereof, the Tenant(s) will quietly and peaceably deliver up possession of the premises in good order and condition with reasonable wear and tear expected. The property shall be free of the Tenant(s) personal property, garbage and other waste. Furthermore it is expected that the Tenant(s) will return all keys, garage door / gate openers and premise passes to the Landlord.

- Rental Application:** The Tenant(s) acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement. The Tenant(s) warrants to the Landlord that the facts stated in the application are true to the best of the Tenant(s) knowledge. If any facts stated in the rental application are proved to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant(s) any damages including reasonable attorneys fees resulting there of.
- Rent:** Tenant(s) agrees to pay Landlord a rent of \$ _____ per month payable in advance, on or before the (1st) first day of every month during said term for a total rent of \$ _____. Rent is payable to **Anderson Property Management** or **(APM)** or as the Tenant(s) may be advised from time to time in writing.

II. Pro-Rated Rent, Rent Rate Adjustments, Security Deposit, and Occupancy

- Prorated Rent:** Amount that is owed when the initial rental date falls after the (10th) tenth day of the current month but before the (1st) first day of the following month. All prorated rent is based on a (30) thirty day scale. We divide a single total month's rent by (30) thirty for the number of days in a month then multiply back the average daily amount times the number of days left in the term of the month to calculate the prorated amount.
 - Prorated Adjustment:** Any prorated amounts paid list here \$ _____
- Rental Rate Adjustments:** On or after the expiration of the initial term of this Rental Agreement, the Landlord, at the Landlord's discretion, may alter the rental rate in effect providing only that written notice of such rental rate alterations is delivered first class mail through the US Postal Service, postage paid, at least (15) fifteen days prior to the effective date of the rental rate adjustment.
- Security Deposit:** Tenant(s) agrees to deposit with the Landlord a security deposit generally equal to one month's rent. In some cases when credit, criminal or rental history is poor, weak or non-existent the security deposit can be a deposit and a half, or double deposit based on the Landlord's assessment of the Tenant(s) credit, criminal or rental history.
 - Security Deposit Amount:** A Security Deposit of: \$ _____ was received from the Tenant(s)
 - Holding / Deductions:** These funds will be held in escrow till the Tenant(s) rental agreement has completely ended including any extensions to the rental agreement. In the event there are Tenant(s) caused damages, unpaid fines, fees, rent, or other owed debt associated with a violation of the rental terms named in this rental agreement or violations prescribed in the South Carolina Landlord Tenant Act. The amount owed by the Tenant(s) will be deducted from the deposit, and accounted for on an itemized statement to the Tenant(s), before any Security Deposit funds are returned to the Tenant(s). In the event of an eviction or forced termination of this lease, can and will result in your security deposit being automatically forfeited.

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- c. **Deposit Return:** Any deductions by the Landlord from the Tenant(s) Security Deposit must be itemized by the Landlord in a written notice to the Tenant(s) together with the amount due, if any within **(30) thirty days** after termination of the tenancy and delivery of possession and demanded by the Tenant(s), whichever is later.
 - d. **Notice/ Return Requirements:** In no case will the Security Deposit ever be counted as the last months rent. **The Tenant(s) shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.** If the Tenant(s) fails to provide the Landlord with a forwarding or new address and fails to return any of the following; but not limited to: pool passes or tags, mail box keys, keys to rental property and its accesses, garage door openers, gate openers, or other electronic devices furnished. The Tenant(s) **is not** entitled to the deposit under this subsection. **PROVISIONS (1)** The Landlord had no notice of the Tenant(s) whereabouts, and **(2)** the Landlord mailed the written notice and the amount due, if any to the Tenant(s) last known address.
 - e. **Insufficient Security Deposit Funds:** In the event the Tenant(s) Security Deposit is not sufficient to pay all charges due, Tenant(s) shall pay said charges within **(5) five business days** after receiving notice from the Landlord or the matter will be turned into collections, possibly resulting in a judgment against the Tenant(s)
 - f. **Owner(s) / Tenant(s) Disputes:** In the event there is a dispute between the Owner(s) of the rental property and Tenant(s) over the Security Deposit, the Landlord will continue to hold the Security Deposit in escrow till all matters are resolved in civil court or there is a mutually signed agreement between the property Owner(s) and Tenant(s), and a copy of the signed agreement is furnished to the Landlord in writing.
4. **Occupants:** Only persons designated in the rental agreement as Tenant(s) or as further modified or agreed to in writing by the Landlord shall reside in the rental property. For purposes of this rental agreement the designated occupants are;
- a. **Notice:** In no event shall more than # _____ person(s) be allowed to allow occupy said rental property. In the event an unauthorized persons, not on the lease, moves into the rental property listed herein, a fee of \$ **25.00** per month will be assessed to the Tenant(s) rent till such persons are formally approved for occupancy and placed on the lease along with written notice to the Landlord by the Tenant(s) attesting to the requested addition to the lease. Unauthorized or unapproved people found living in the rental property can result in eviction.

Tenant(s) Profile Page
Confidential Information

Please Provide the information listed below on all persons that will be living in the rental property. SSN and drivers license numbers are needed on persons under (17) Seventeen years of age.

| | | | | | |
|----|------------------------------|---------------|------------------------|-------|-------------------|
| 1. | Primary Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 2. | Co-Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 3. | Other Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 4. | Other Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 5. | Other Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 6. | Other Tenant | Date of Birth | Social Security Number | State | Drivers License # |
| 7. | Additional Information Block | | | | |

Tenant(s) Emergency & Electronics Communications Contact Information

| | | | |
|----|---|----------------------------|------------------|
| 1. | Primary Tenant's Cell Phone Number | Work Phone | Any Other Number |
| 2. | Co Tenant's Cell Phone Number | Work Phone | Any Other Number |
| 3. | _____ or _____ | | |
| | Primary Tenant's E-mail Address | Co Tenant's E-Mail Address | |
| 4. | #1 Nearest Relative Not Living in the Rental Property | Phone Number | Relationship |
| 5. | #2 Nearest Relative Not Living in the Rental Property | Phone Number | Relationship |
| 6. | Any other information that may need to be noted | | |

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

5. **Sublease:** Tenant(s) shall not assign or sublet said rental property or any part thereof without the written consent of the Landlord. Tenant(s) must have written permission from the landlord for guests to occupy the rental property for more than **(3) three days**. It is understood that on occasion visitors may come to visit from out of town or state and they may be there more than **(3) three days**. Please advise the Landlord of the number of visitors and length of stay so there are no violations of Fire Marshal's occupancy regulations to prevent misunderstandings. **APM Office Hours Monday thru Friday 8:30 AM to 5:00 PM. (864-224-2536)**

6. **Definition of Notice to Vacate:** With a Sixty **(60)- sixty day** written notice, either party may terminate this rental agreement at the end of the initial term, however if no notice is given, then the agreement will extend on a month to month basis on the same terms and conditions contained in this agreement. Sixty **(60)-sixty days** written notice by either party is required prior to termination during such month to month term.

a. **Failure To Provide A (60) Sixty Day Notice Prior to Move Out Penalty:** If Tenant(s) fail to provide a sixty **(60) sixty day** notice prior to move out and leave the rental property at the end of the term they will **forfeit** the **Security Deposit** due to missed opportunities in marketing and advertisement as well as; prospect Tenant(s) replacements.

b. **Terms of Security Deposit Refund Concerning the 60 Days Notice to Vacate:** To meet the requirements portion of the **(60) sixty day** written notice to vacate the following must be adhered to: Any **(60) sixty day** notice will begin on the **1st calendar day** of the following month after notice is received and end on the last calendar day at the end of the **(60) sixty day** notice on the **last day of the month** regardless of how many days are in those two months. This is also contingent that the Tenant(s) fulfill the entire rental agreement and move out obligations.

c. **Periodic Estate:** If the Tenant(s) do not renew their rental agreement at the end of the rental term, and continue to stay on without an extension or action of intent, the rent will automatically increase \$ **25.00** per month, due to a Periodic Estate. It will be assumed the Tenant(s) is staying on in a **month to month basis**. A sixty **(60)-sixty day** written notice is still required to be eligible to receive any return, of any amounts due, from the Tenant(s) Security Deposit(s). The Landlord need only provide a (30) day written notice to the Tenant to terminate the lease.

d. **Month to Month:** If the Tenant(s) elect to renew their rental agreement on a month to month basis, they will need to sign a rental renewal form that will be attached to the original rental agreement and placed in their file. The Tenant(s) rent will increase \$ **25.00** per month for the remainder of their tenancy. The Tenant or Landlord need only give a **(30) day written notice** to the other to terminate rental agreement. If the Tenant elect to renew their rental agreement for another year the rent does not increase unless market conditions demand additional rent.

e. **Advertisement of Occupied Rental Property:** If Tenant(s) have given a sixty **(60) sixty day** notice to vacate Anderson Property Management Inc reserves the right to place the rental property back on the rent list as well as market and advertise the rental property for rent.

f. **Purpose of Showing Property:** The Tenant(s) agree by signing this lease that once they have given a **(60) sixty day** notice to vacate the rental property they will cooperate in allowing Anderson Property Management Inc in showing the rental property to prospective Tenant(s) between the hours of **9:00 am and 6:00 pm** provided their accompanied by an agent of APM and the Tenant(s) have been given a **(24) twenty-four hour** notice prior to the showing. The Tenant(s) further agrees to have the rental property in reasonably safe and clean conditions for showings.

III. Rent Due Dates, Late Fee & Check Policy

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1. **Rent Grace Period:** Anderson Property Management allows the Tenant(s) to pay rent up until the **(5th) fifth day** of the month at **close of business, 5 PM sharp**, provided the **(5th) fifth day** of the month falls on a **Monday thru Friday or Non-Holiday**. *(In this event see the below listed notice)*

a. **Important Notice:** In the event the **(5th) fifth day** of the month falls on a **Saturday, Sunday, or holiday** the Tenant(s) must have the rent **paid in full** by the last business day at **5 PM sharp, prior to the 5th day** of the month **to avoid a \$100 late fee**. **NOTICE: Any payments left in the drop slot after these described deadlines will be considered late and a late fee will be owed**. When rent **is not** received by the **(5th) fifth day** of the month the eviction process can begin the business day immediately following the **(5th) fifth day** of the month. **Court cost for filing eviction is \$100**.

b. **Anderson Property Management Inc Recognized Holidays:** New Years day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

2. **Late Fees:** These are fines and fees assessed to the Tenant(s) for additional administrative cost caused by the late payment. Payment is promptly due the **(1st) first day** of each month. Anderson Property Management Inc. graciously allows a five day grace period excluding when the **(5th) fifth day** of the month falls on weekends and holidays to pay your rent without penalty of a late fee.

3. **Late Fee Assessment:** If the Tenant(s) has not paid their rent in full by the pre-determined deadlines described in **Section III, "2"** fees will be assessed as follows: Units renting for **less than \$1,000.00** will pay a \$ **100.00** late fee in addition to the required rent. Units renting for greater than a **\$1,000.00** will pay **10%** % late fee of the total rental rate per month in addition to the rent due.

4. **Failure to Pay Rental Payments in Full:** If a Tenant(s) fails to pay their rent in full by the pre-determined deadline each month the appropriate late fee will continue to be assessed monthly until the Tenant(s) is completely paid in full in a timely manner.

5. **Returned Check Fees:** Tenant(s) agree to pay a \$ **30.00** service fee for each dishonored check returned to Anderson Property Management Inc. Obviously if the Tenant(s) has a returned check for any reason, the monthly rental payment will be considered late, therefore late charges will also apply. Failure to make these charges good by the Tenant(s) in a timely manner will result in the immediate actions to start the eviction process of the Tenant(s) from the rental property.

a. **Check Acceptance Policy:** Once a returned check has been received by Anderson Property Management Inc from a Tenant(s), Anderson Property Management Inc will no longer accept checks from that Tenant(s). The Tenant(s) will be required to pay rent with either a **money order or cash** for all future payments or business with Anderson Property Management Inc.

b. **Consequences Of Receiving A Bad Check For Security Deposit or (1st) First Month's Rent:** If the Tenant(s) submits payment to Anderson Property Management Inc as the security deposit or **(1st) first months** rent with either a bad check, insufficient funds, stop payment check, or forged check the Landlord may declare this rental agreement null and void and immediately terminate the rental agreement.

c. **Penalty for Issuing a Bad Check:** The Tenant(s) or issuer of a returned check will be held responsible for any bank fees, court cost, attorney's fees and losses or damages incurred as the result of prosecution involved in the recovery of these funds. **NOTICE:** Anderson Property Management Inc. does prosecute through the local law enforcement and issuer of bad checks if it is not made good immediately with cash or money order.

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APM: _____, Tenant(s): _____, Date: _____

IV. Insurance Policies & Requirements

- Insurance:** Landlord and Tenant(s) release each other from liability except in cases of willful negligence or carelessness on either party behalf. The liability loss includes, but not limited to: liability loss or damages occurring on or to the rented premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Both parties are released from liability in the event of an act of God or war. Each party waives all right to recover damages against each other in the event of such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the causality giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.
INITIAL HERE
- Tenant(s) Requirements for Personal Insurance Coverage:** Anderson Property Management Inc requires that each of its Tenant(s) obtain an insurance policy that covers all perils and the Tenant(s) personal property against fire and other catastrophes as well as; loss of use, damages caused by the Tenant(s) and their guest. APM must be added as an additional insured and a copy of the said policy shall be provided to Anderson Property Management Inc to be placed in the Tenant(s) file till such rental agreements are terminated. **Insurance carried on the rental property by the Owner(s) only covers the structure and its basic liability requirements. There is no coverage in place for the Tenant(s) by the Owner(s) for any losses or damages incurred by the Tenant(s). Eviction can and will result if the Tenant(s) insurance coverage is cancelled for any reason prior to termination of the rental agreement.**
 - Recommendation of Coverage:** It is **strongly suggested** that all Tenant(s) obtain proper liability insurance coverage on their **personal property and vehicles**, as it is **not** covered under any liability insurance coverage provided by the Property Owner(s). Anderson Property Management Inc recommends insurance coverage that covers **All Perils to include storm damage and acts of God.**

V. RISK MANAGEMENT

- Risk Management Liabilities:** Tenant(s) are prohibited without exception from having a **trampoline, above ground pool or other such items deemed potentially hazardous** or would have the potential likelihood of causing increased risk of injury, dismemberment, or death to the Tenant(s), their guest, or innocent third parties, while on properties managed by Anderson Property Management Inc.
 - Grills:** Due to Insurance regulations there **shall not** be any grills in any apartment or condominium complex. In all single family rental properties, grills or outdoor heat producing sources **must be** located minimum of **(5) five feet** away from any building structures.
 - Fire Extinguishers:** There will be **(1) One** fire extinguisher provided in each rental unit. **(2) Two** will be provided for rental units exceeding 3500 Sq. ft. If there is not a fully charged extinguisher located in your rental unit it will be your responsibility to let Anderson Property Management Inc know and a new extinguisher will be provided free of charge.
 - Smoke Detectors:** There are working smoke alarms in all bedrooms and kitchens. It is the Tenant(s) responsibility to assure they are working at all times and change batteries as needed. At no time is it acceptable to disable one of these smoke detectors. Defective smoke detectors must be reported to Anderson Property Management Inc in a timely manner. **Tenant(s) will be charged \$ 35.00 each for replacing and re-installing any smoke detectors disabled by the Tenant(s) during their occupancy of a rental property.**
 - Rule:** Failure to comply with these rules could result in eviction or financial charges resulting from damages caused by non compliance.
 - Prohibited Use of Old or Unsafe Fireplaces:** When it is noted in the Rental Agreement or that it is apparently obvious that a fireplace is in an old house or should not to be used **do not attempt to use the fire place as it has been deemed unsafe for use** and may result in destruction to rental property, sever injury, or loss of life to the Tenant(s) or innocent third parties. Failure to comply with warning may result in civil actions being brought against the Tenant(s) for damages cause by such use. **(Do not assume, that since there is one there, it is safe for use. (Anderson Property Management Inc strongly recommend having any chimney or fireplace checked by a licensed professional prior to use)**
- Pool Provision and Release of Liability:** This policy regulates the use of pools on properties managed by Anderson Property Management Inc. The Tenant(s) agrees if there is a pool located on the premises or rental property, the Tenant(s) **will not** hold Anderson Property Management Inc its employees, agents, heirs, partners, contractors, Owner(s) and or its representatives of said property liable for injury, dismemberment, or death resulting from use of the pool by Tenant(s), their guest, or innocent third parties. **TENANT(S) NOTICE: The Tenant(s) agrees he will without exception carry personal liability insurance addendum coverage for use of the pool in addition to any other required personal liability insurance coverage and submit a copy of the policy as proof to Anderson Property Management Inc within (5) five days of the lease agreement. Failure to do so will prohibit the use of the pool and any violations will result in immediate eviction.**

VI. Prohibited Alterations and Activities

- Prohibited Equipment and Furniture:** The Tenant(s) agree not to place antennas, satellites dishes, waterbeds, auxiliary heaters, solar panels, or other affixed items to the structure of the rental property without written permission from the Landlord. **(Pease use the Utilities and Permission Request Form to apply for any such changes)**
- Prohibited Activities:** The Property leased, known as: _____ to be used as a residence only by the Tenant(s). No business of any sort may be conducted at or on this property without express, written permission from the Landlord. Tenants may not run any businesses listed as follows:
 - Daycare
 - Car Repair / Sales
 - Beauty / Barbershop
 - Retail Sales / Service
 - Pet Care Services / Breeding
- Prohibited Repairs or Alterations to the Rental Property:** No alterations or repairs shall be made to the Rental Property without the expressed written consent of the Landlord; **(Owner of Anderson Property Management Inc)**. Any such violation **will** result in the Tenant(s) being forced to pay for having the issue corrected back to its original color or condition by the Landlord or eviction or both depending on its severity and cost.
- TO REQUEST AN ALTERATION:** Pease use the **Utilities and Permission Request Form** provided to you during the signing of your rental agreement, to apply for any such changes desired by the Tenant(s). Request will be forwarded to the Rental Property Owner for his approval or disapproval and you will be made aware of the results in writing
 - NOTICE:** No repairs, alterations or changes will be made in or on the rental property concerning the structure, fixtures or landscape contained on or therein with exception to normal maintenance required by the rental agreement unless expressed written permission is given by the Landlord.
 - NOTICE:** No approved repair cost to the rental property **shall be** deducted from the rent by a Tenant(s) All approved improvements made by the Tenant(s) that is a fixture to the rental property **shall** become the property of the Owner(s). The Tenant(s) are strictly prohibited from changing any deadbolts or door locks without the expressed written consent of the Landlord and any approved changes will require a key be delivered to the Landlord within **(3) three days** of any changes. **WARNING:** If the Landlord discovers such changes, the Tenant(s) locks will be changed back at the Tenant(s) expense of a minimum of \$ **100.00** service call plus a \$ **35.00** administrative fee. **No exception or no excuses. (Do not change your door locks)**

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

VII. Legal's and Responsibility

- 1. 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 affects.
- 2. SC. Landlord Tenant Act Law:** South Carolina Sec Code of Law **27-40-510** describes the legal requirement by law that a Tenant(s) must adhere to while occupying Rental Property in South Carolina.
 - a. Tenant(s) Obligations:** Tenant(s) shall maintain the dwelling unit; defined as: keeping the dwelling unit and that part of the premises that the Tenant(s) uses reasonably safe and clean. This includes but not limited to; structure, landscape, fixtures, appliances, plumbing, electrical and other mechanical systems included in the rental property. **NOTICE:** May not be required to replace or repair but reasonably keep them safe and clean meaning not to misuse, damage, destroy or disable, but take reasonable care and maintain.
- 3. Tenant(s) Joint Responsibility:** If this rental agreement is executed by more than **(1) one Tenant**, the responsibility and liabilities herein imposed, **shall be** considered to be joint and several, and the use of the singular shall include the plural.

VIII. Communications

- 1. Landlord's Address, Phone, Fax and E-mail for Communications:** For the purpose of communications with the Landlord, the Tenant(s) agree to receive communication from the Landlord and their agents at the e-mail address, phone number and fax number listed below.

Anderson Property Management Inc.
2812 N. Main Street
Anderson, SC 29621
Phone # 864-224-2536
Fax # 864-224-9547
www.andersonpm.com
E-mail us: apm@andersonpm.com



- 1. Facsimile and Other Electronic Means:** The parties to this rental agreement, agree that this rental agreement may be communicated by use of fax or other secure electronic means, including but not limited to; electronic mail, internet, and fax, using either signatures and initials in each parties authorization of the binding document. Parties to this rental agreement further agree that modifications whether hand written or typed written, to any of the foregoing, shall be deemed valid and binding upon the parties, provided both parties either sign or initial and date the changes or amendments, just as the original signatures or initials, show present on the original documents in the original hand writing of each party.
- 2. Definition of 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 the Landlord as the place of receipt of communications. (See; **Landlord's, Address, Phone, Fax and E-mail for Communications**)

IX. Right to Access

- 1. Legal Condition of Entry Into a Rental Property:** The Landlord or Landlord's agent may enter the rental unit without consent of the Tenant(s) under the following circumstances:
 - a. Right to Access:** The Tenant(s) shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the rental property, make necessary or agreed upon repairs, decorations, improvements, supply necessary agreed upon services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenant(s), workmen or contractors.
 - b. Emergency:** At any time in case of emergency; including but not limited to, prospective changes in the weather conditions that pose a likelihood of danger to the property, or conditions that appear life threaten to the Tenant(s) such as the possibility of serious injury, emanate danger of loss of life, possible death originating from a valid source, or the potential for destruction of property if immediate action is not taken. (In most situations named in this statement will in most cases be in the accompaniment of an agent of APM, Tenant(s) family member or friend, law enforcement, EMS or other emergency service personnel.
 - c. Landlord Routine Service & Inspections:** Between the hours of **9:00 am** and **6:00 pm** for the purpose of providing regularly scheduled periodic maintenance services, such as changing HVAC filters, providing pest control services, routine scheduled inspections of the rental property and the like, provided the Landlord announces intent to enter to perform these services with at least a **(24) twenty-four hour notice** and a knock on the Tenant(s) door and or verbally identifying himself upon entering.
 - d. Tenant(s) Requested Services:** Between the hours of **8:00 am** and **8:00 pm** for the purpose of providing services requested by the Tenant(s) and that prior to entering the Landlord announces intent to enter to perform services with a knock on the Tenant(s) door and or verbally identifying himself upon entering. **NOTE:** Tenant(s) will need to submit an approved oral or written **Work Order Request Form** prior to any services being provided. Forms are available at www.andersonpm.com
 - e. Eviction:** According to the SC. Landlord Tenant(s) Act Law; The Landlord may have right of access for the purpose of ejection of the Tenant(s) from the rental property, pursuant to a court order, as permitted by the SC Landlord Tenant Act Law, when accompanied by a law enforcement officer, at reasonable times, for the purpose of service or process in eviction proceedings, or unless the Tenant(s) has abandoned or surrendered the rental property. **Eviction Cost \$40.00 Filing Fee, \$25.00 Service Fee, \$35.00 Admin Fee, Plus any set out cost that averages \$75.00 per hour based on time to move the tenants property to the curb side.**
 - f. Tenant(s) Absence, & Non-Use:** The unexplained absence of a Tenant(s) from a dwelling unit for a period **(15) fifteen days** after default in the payment of rent, must be construed as abandonment of the rental property.
 - g. Tenant(s) Abandonment:** If the Tenant(s) abandons the rental property for a term beginning before the expiration 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 rental property at a fair market rental value or if the Landlord accepts the abandonment as surrender of the rental property, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment.
 - h. Abandonment of Tenant(s) Personal Property:** When a rental property has been legally abandoned, or the rental agreement has ended, and the Tenant(s) has removed a substantial portion of their personal property, or voluntarily and permanently terminates the utilities to the rental property, the personal property left abandoned in the rental property or on it's premises, that has a fair market value of **\$ 500.00** or less, the Landlord may enter the rental property, using forcible means if necessary and dispose of the abandoned property.
 - i. Remedy after Termination of Rental Agreement:** If the rental agreement has terminated, 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 cost, and court cost.

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APM: _____, Tenant(s): _____, Date: _____

X. Special Incentives

1. **Special Incentives:** In the event a Property Owner(s) request that the Landlord offer a special incentive for a specifically named rental property or rental agreement, in order to entice a prospective Tenant(s) to rent a specific rental property, all incentives will be applied to the end of the rental term in the rental agreement so as to assure the Tenant(s) fulfill their obligations to the rental agreement. **(No exception)**

XI. Early Termination of the Rental Agreement

- ✓ 1. **Tenant(s) Early Termination Fee:** If the Tenant(s) breaks this binding rental agreement for any reason, the Tenant(s) **will be** charged an early termination fee equal to **(2) two months rent and the Tenant(s) will forfeit all their security deposit(s)** and you will be held financially responsible for any damages you may have caused to the rental property and or any amounts owed as the result of any unpaid rent, damages or services rendered that remain unpaid by the Tenant(s) during the term of the Tenant(s) occupancy of the rental property. Any amounts due that are not paid within **(5) five days** of the notification from Anderson Property Management Inc will be turned into collection and the credit reporting agencies.
2. **Tenant(s) Employment Transfer Clause:** If a Tenant(s) employment requires the Tenant(s) to move beyond **(50) fifty miles** from the rental property, the Tenant(s) must provide Anderson Property Management Inc a statement on the Tenant(s) current employer's company letterhead of such a transfer and the location. The Tenant(s) must give a **(60) sixty day** written notice of intent to transfer. The Tenant(s) will be charged an early termination fee equal to one months rent. The security deposit will be refunded within **(30) thirty days** based on a move out inspection and minus any deductions for damages.
3. **Tenant(s) Military Clause:** If the Tenant(s) is a member of the Armed Forces of the United States of America, stationed in the County of _____ area, and shall receive permanent changes of station out of County of _____ area, the Tenant(s) may upon presentation of a copy of said order of transfer to the Landlord, along with a **(30) thirty day** written notice of intent to vacate as well as; present payment of all rent to the expiration date of such written notice, and any other miscellaneous charges owed, terminate this rental agreement without forfeiture or charge of any additional penalty.
 - a. **Voids Conditions of Military Clause:** Normal enlistment termination or other type of discharge from the Armed Forces of the United States of America, 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 the time of entry into the rental agreement voids any consideration or protection offered by this section.

XII. External or Accidental Conditions That Terminate A Rental Agreement

1. **Destruction or Damage to the Rental Property that Leaves all or a Part of Unusable Clause:** If the rental property (dwelling) is damaged or destroyed by fire or causality to the extent that normal use and occupancy of the rental property is substantially impaired, the Tenant(s) may;
 - a. **Condition # 1:** Immediately vacate the rental property and notify the Landlord in writing within **(7) seven days** thereafter of the Tenant(s) intentions to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.
 - b. **Condition # 2:** If continued occupancy is lawful, vacate any part of the rental property rendered unusable by the fire or causality, in which case the Tenant(s) liability for the rent is reduced in proportion to the fair market rental value of the rental property.
 - c. **Condition # 3:** If the fire or causality **was not due** to the **Tenant(s) negligence** or otherwise caused by the Tenant(s), the Landlord may terminate the rental agreement and shall return the Security Deposit to the Tenant(s) with proper accounting as required by law. The Landlord, accounting for rent in the event of termination or appointment, must be made as of the date of fire or causality.
 - d. **Condition # 4:** The Landlord shall **withhold** the Tenant(s) **Security Deposit** if the fire or causality **was due** to the **Tenant(s) negligence** or otherwise **caused by the Tenant(s)**, with proper accounting as required by law.
2. **Subordination Clause:** Tenant(s) rights are subject to any bonafied mortgage which now covers said rental property and which may hereafter be placed on the said rental property by the Rental Property Owner(s). The Tenant(s) shall upon request by the Landlord execute subordination of his rights under this rental agreement to any mortgage given by the Owner(s) hereunder, whether to secure construction of permanent or other financing. Tenant(s) shall upon request by the 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 reasonable necessary.
3. **Condemnation Liability Agreement Clause:** Tenant(s) hereby waives liability for any injury, loss or damages claim against the Landlord or Anderson Property Management Inc resulting from any exercise of a **Power of Eminent Domain** of any and all parts of the rental property by any utility or government body. All awards of the condemning authority for the taking of the land, parking areas, or buildings shall belong exclusively to the Landlord.
 - a. **Condition #1:** In the event **substantially all of the rental property 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.
 - b. **Condition # 2:** In the event any part of the rental property and or building or buildings of which the rented premise is a part of **(whether or not the rental shall be affected)** shall be taken as the result of exercise of a power of **Eminent Domain**, and the remainder **shall not**, in the opinion of the Landlord, constitute an economically feasible operating rental property, the Landlord may, by written notice to the Tenant(s), given within **(60) sixty days** after the date of the notice, terminate the rental agreement and rent shall be apportioned as of the termination date.

XII.Tenant(s) Conduct

1. **Conduct on Property Clause:** Tenant(s) or any member of the Tenant(s) family, guest, or other person(s) under the Tenant(s) control, shall conduct themselves in a manner that will not disturb other Tenant(s) and neighbor(s) peaceful enjoyment of their premises. Tenant(s) or any member of the Tenant(s) family, guest or other person(s) under the Tenant(s) control shall not engage in, or facilitate criminal or drug related activities. Any such violation constitutes a violation of the Tenant(s) Conduct on Property Clause, and will be considered grounds for termination of this rental agreement. This violation will start the eviction process to eject the Tenant(s) from the rental property.
 - a. **Types of Crimes That Will Activate:** The following types of criminal behavior will activate this clause, but not necessarily limited to these crimes: **Repeat police response, domestic violence, crimes against persons, crimes against property, child neglect, elderly neglect, disorderly conduct, and drug and alcohol related crimes.**

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

- b. **Disclosure of Business Clause:** The Tenant(s) agrees not to discuss any disagreements, legitimate business disputes, or personal disputes, conducted with Anderson Property Management Inc, it's employees, agents, contractors, partners, heirs, or representatives with another **Broker, Tenant(s), Applicant or Social Media** without first giving the Broker / PMIC of Anderson Property Management Inc. reasonable time to respond in writing and to resolve any disagreements or disputes that may originate before, during, or after doing business with Anderson Property Management Inc. The Tenant(s) further agree not to **spread or start any false, or unfounded claims, remarks or statements that can not be sustained in the court of law** through the use of **any postings on a public information outlet or social media outlet** to include any other **Brokers, Agent(s), Tenant(s) or Person(s) doing business with Anderson Property Management Inc**, without risking the repercussions of a civil action from Anderson Property Management Inc. concerning damages, punitive and or actual in a liable slander incident.
- c. **Acceptable Exemptions:** Attorney client privileges, a lawful criminal investigation, Threat of penalty of perjury in the court of law, a court ordered subpoena or a favorable reviews.
- d. **Peaceful Enjoyment:** The Landlords covenants that the Tenant(s) on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have hold, and enjoy the rental property for the terms mentioned within this rental agreement, and without hindrance or interruption by the Landlord

XIII. Collections and Credit Reporting

- 2. **Anderson Property Management Inc. Use of Collections and Credit Reporting Agencies:** Anderson Property Management Inc dose without exception turn any and all unpaid debt by Tenant(s), that causes an expense or loss of revenue to either Anderson Property Management Inc or it's Owner(s) into collection, and the bad debt will be reported to the three major credit reporting agencies. This could affect your credit status for the next **(10) ten years** if they go unsettled and may affect your future purchasing ability.

XIV. Tenant(s) Non-Compliance with Rental Agreement

- 1. **Non-Compliance with Rental Agreement or Failure to Pay Rent:** Penalties and warnings are stated below:
 - a. **Warning:** Read the following information carefully, as it has strong warnings and penalties concerning results for non-compliance with this rental agreement. The non-compliance can result in eviction, loss of security deposit, civil and actions or criminal charges.
 - b. **Non-Compliance with the Rental Agreement Not Related to Rent:** If there is non-compliance by the Tenant(s) with the rental agreement other than non-compliance with failure to pay rent the Landlord my deliver a written notice to the Tenant(s) specifying the act or omission constituting the breach and that the rental agreement will terminate upon a date not less than **(14) fourteen days** after receipt of the notice, if the breach is not remedied in **(14) fourteen days**. (Terms, Rules, Stipulations and Conditions are clearly covered through out the entirety of this rental agreement)
 - ✓ c. **Non-Compliance with Remedy:** The rental agreement shall terminate as provided in the notice except that; if the breach is remediable by repairs or otherwise and the Tenant(s) adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within **(14) fourteen days**, but is commenced within the **(14) fourteen day period** and is pursued in good faith to the completion within a reasonable time, the rental agreement shall not terminate by the reason of breach.
 - d. **Non-Compliance with Rent:** If rent is unpaid when due and the Tenant(s) fails to pay the rent within **(5) five days** from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant(s) written notice of the non-payment and the Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice of rent due is contained herein under **(Rent due Dates, Late Fee & Check Policy; sections 1, 2, and 3)**
 - e. **Recovery of Damages:** The Landlord may recover actual damages and obtain injunctive relief in Magistrate or State Circuit Court without posting bond for any non-compliance by the Tenant(s) with the rental agreement or Terms, Rules, Stipulations and Conditions clearly stated in this rental agreement. **(1)** If the Tenant(s) non-compliance is willful other than non-payment of rent, the Landlord may recover reasonable attorney's fees, court cost, damages and other service charges resulting from the non-compliance. **(2)** If the Tenant(s) non-payment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees court cost, damages and other service charges resulting from the non-payment of rent.
 - ✓ f. **Non Compliance With Remedy, Dealing With Health & Safety:** If there is non-compliance by the Tenant(s) **regarding (Terms, Rules, Stipulations and Conditions are clearly covered through out the entirety of this rental agreement)** materially affecting health, and safety that can be remedied by repairs, replacement of a damaged items or cleaning, and the Tenant(s) fails to comply as promptly as conditions require in cases of emergency, or within the **(14) fourteen days** after written notice by the Landlord specifying the breach and requesting that the Tenant(s) remedy within that period of time, the landlord may enter the rental property dwelling unit and cause the work to be done in a workman like manner and shall in addition have the remedies available under the South Carolina Landlord Tenant Act
 - g. **Non Compliance Without Remedy, Dealing With Health & Safety:** If there is non-compliance by the Tenant(s) regarding **(Terms, Rules, Stipulations and Conditions are clearly covered through out the entirety of this rental agreement)** materially affecting health, and safety other than set forth in the preceding paragraph and the Tenant(s) fail to comply as promptly as conditions require in case of emergency, or within **(14) fourteen days** after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant(s) remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and separate claims for actual damages for breach of the rental agreement and the Landlord is entitled to reasonable attorney's fees court cost, damages and other service charges resulting from the non-compliance.
 - h. **Waiver:** A Tenant(s) is considered to have waived violation of a Landlord's duty to maintain the rental property as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act Law as defense in an action for possession based upon non payment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties, **(14) fourteen days** before rent is due for violations involving services other than essential services, or the Landlord has no notice before the rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, changes, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except herein by the Landlord.

XV. Acknowledgement Notice

- 1. **Tenant(s) Legal Acknowledgement:** The Tenant(s) acknowledges by signing these sections, recognized as by title; as a legal and binding document agreed upon by both the Tenant(s) and Landlord as being properly explained and understood to the Tenant(s) satisfaction and understanding. Further more the Tenant(s) accepts responsibility for adhering to and following the instructions given and will accept the consequences for failing to adhere to the contents of this complete rental agreement listed as pages **1 thru 15** and it's subsections. The Tenant(s) agrees to return all property provided to him in this rental agreement in like condition furnished to the Tenant(s) or accept financial responsibility for its replacement along with any fees, penalty charges, court cost or other service cost assessed as the result of undue management, service requirements or replacement cost to Anderson Property Management Inc or its Owner(s).

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CONTINUED XV.

- 2. **Provisions:** The Provisions of this Rental Agreement shall be binding upon and insure to the benefit of the Landlord and the Tenant(s), and their respective successors, legal representatives, and assigned.
- 3. **Additional Terms and Conditions:** Anderson Property Management Inc. reserves the right to add additional terms or conditions or expound upon current rental property terms when situations or conditions arise that dictate changes to the law, policy, procedure, or handling concerning our rental properties as a whole.

XVI. Utility and Maintenance Services / Requirements and Policies

- ✓ 1. **Utilities and Services:** The Tenant(s) agree to pay for the utilities and services except the following: *(Any service listed on the line below will be include in the Tenant(s) rent and the Tenant(s) will not be held responsible.)*

- 2. **Failure to Maintain Utilities:** Failure to maintain utilities and keep them current could result in eviction. Once a Tenant(s) disconnects power, water and or gas utilities to a rental property and a period of **(15) fifteen days** has past, the rental unit can be considered abandoned and the Landlord may enter without the Tenant(s) permission to take possession or complete the eviction process if necessary.

XVII. Plumbing and Electrical

- 1. **Plumbing & Electrical Care:** It is specifically understood that that Tenant(s) will at the Tenant(s) expense, keep the sinks, lavatories, and commodes open and clean, and reporting any initial malfunctions or problems within **(5) five days** of taking occupancy.
 - a. **Occupancy Issues:** If during the Tenant(s) tenancy incur any burnt out light bulbs, dead smoke detector batteries, or minor plumbing stoppage take corrective action at the Tenant(s) expense in replacing or clearing these problems caused by the Tenant(s) use.
 - b. **Septic Systems:** In the event there is a septic tank in use the Tenant(s) agrees to treat the septic system with a septic system preventative substance once a month to lesson the risk of septic system problems.
 - c. **Plumbing and Electrical Malfunction Checks:** It is the Tenant(s) responsibility to check for tripped breakers, burnt out bulbs and electrical and plumbing utility services accessibility prior to requesting a service call. Calls for false calls or unreasonable request will result in a service call charge back to the Tenant(s) plus a \$ 35.00 administrative fee.
 - d. **Reporting Plumbing and Electrical Malfunctions:** Tenant(s) agree to report to the Landlord immediately any malfunction of or damages to the plumbing or electrical services or systems that may cause further damage if they go unattended. Failure to report an issue such as water leaks or electrical shortages that results in serious damage, rot or destruction to rental property could result in eviction
 - e. **Plumbing and Electrical Neglect:** Failure to report an issue such as water leaks or electrical shortages that results in serious damage, rot, or destruction of rental property could result in eviction
 - e. **Examples of Neglect:** Putting or pouring unreasonable items into the sewage disposal systems, failing to report problems, mistreatment of fixtures, appliances, plumbing or electrical systems or its fixtures, overloading circuits or breakers with too many or unauthorized equipment and any unauthorized installations or tampering with the plumbing or electrical systems.
 - ✓ f. **Penalties:** The Tenant(s) may be charged for part or all the expense of correcting or repairing of Tenant(s) neglect caused problems to the plumbing or electrical system to include a \$ 80.00 administrative fee / Inspection fee plus cost of the repair. Anderson Property Management Inc. uses trained and licensed plumbers and electrician to detect these issues to include when necessary to obtaining photographic evidence to support our claim. Further actions could result in evictions as wells as; civil claims and judgments against the Tenant(s) **NOTICE:** In the event a Tenant requested service call is unfounded, the Tenant(s) **will be** held responsible for the service call plus a \$ 35.00 administrative fee.
 - g. **Response Notice:** Due essential services requirements we always respond to your plumbing and electrical needs by sending a service provider at your request however; you need to be aware of the consequences to an unfounded service call by a licensed and trained repairman due to extreme weather conditions

XVIII. HVAC Systems

- 2. **HVAC and Gas operated Appliances Care and Maintenance:** Tenant(s) are responsible for changing the HVAC system filters on a monthly basis or every **(30) thirty days**, lighting the pilot light on furnaces, or gas hot water heaters, gas appliances and gas logs as well as checking for tripped breakers or circuits. **NOTE: Airconditioning is not considered an essential service if the rental property has screens on the windows!**
 - a. **Hazards:** Failure to change HVAC filters can cause a system failure, unnecessary expense to Owner(s) and Tenant(s), lack of efficiency in heating and cooling, increase allergies, poor air quality, increased power usage as well as; cause and contribute to health and safety issue for the Tenant(s) and their guest.
 - ✓ b. **HVAC Neglect:** Tenant(s) will be held liable for willful damages to the HVAC system caused by or resulting from dirty or missing air filters and willful unreported problems such as; obvious Freon leaks, Tenant(s) system caused contamination, damage caused by intentional or malicious destruction to any part of the HVAC systems, or known and willful un-reporting of freezing or icing up of the exterior HVAC pump system or over condensation to the interior HVAC unit causing water leak and rot issues.
 - c. **Reporting HVAC Malfunctions:** Tenant(s) agree to report to the Landlord immediately any malfunction of or damages to the HVAC or its systems that may cause further damage if they go unattended. Failure to report an issue such as water leaks, over condensation, freezing up, electrical shortages, or hazardous materials leaks such as; Freon or other hazardous gas leaks that results in serious damage, environmental damage, rot or other destruction to rental property, could result in eviction
 - ✓ d. **Extreme Weather Condition Warning:** In situations where the temperature reaches **95 degrees** or higher in the summer months the HVAC systems **will not** function efficiently and **cool** to your comfort level. In situations where the temperature drops **below 20 degree** in the winter months the unit **may not warm** to your comfort level. A very high percentage of calls for service during extremely hot or cold temperature seasons are unfounded, and there is no solution to the problem. **FACT:** The HVAC units draws in **warm** air out of the house during the summer and further **cools** it and in the winter they draws in **warm** air for outside and further **warms** it. It is not unusual for the interior temperature to **reach 80 to 85 degrees or higher** when the external temperature reach or **exceeds 100 degrees or more** in the summer or drop **below 65 degrees** during extreme cold in the winter. **FACTORS TO CONSIDER:** (1) Where your air handler is located. (2) If it's in the ceiling or in a mobile home. (3) It will not cool as well as one located in the crawlspace. (4) **DUKE ENERGY** gives guidelines to remember. (5) An HVAC unit is operating within proper parameters, if it is cooling your home within **15 to 20 degrees** of the outside temperatures. (6) And properly warming if it is heating to within **5 to 10 degrees** of the set temperature on the thermostat. (7) Please be aware if you call in an unfounded HVAC or heating service call you may be charged the service call plus a \$ 35.00 administrative fee.

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CONTINUED XVIII.

- e. **Essential Service Response Notice:** Due essential services requirements we always respond to your heating and cooling needs by sending a service provider at your request however; you need to be aware of the consequences to an unfounded service call by a licensed and trained repairman due to extreme weather conditions.

XX. Landscape

- 3. **Failure to Maintain Lawn Care and Landscape:** Tenant(s) are required to maintain the rental property yard and landscape on residential rental units such as; cutting the grass, maintaining the shrubs and mulch beds, picking up trash and yard debris that falls on the yard, and treatment of fire ants and other seasonal yard pest unless otherwise provided for by the property Owner(s). Tenant(s) are not required to remove dead or diseased trees.
 - a. **Yard & Landscape Neglect:** Failing to maintain the yard and landscape will result in a warning letter being to the Tenant(s) giving **5 days** to comply. If the Tenant(s) does not comply in the prescribed time period, Anderson Property Management Inc will contract for the services and charge the Tenant(s) a \$ 35.00 administrative fee plus the cost of the service.
 - b. **Curb Appeal & Appearances:** The Tenant(s) shall keep the exterior of the rental property clean and neat and free of garbage bags, scrap materials, junk debris, and clothes lines. All toys and lawn equipment must be neatly stored at all times. No vehicles are allowed to be parked on the lawn of the rental property. All vehicles must be parked in the approved driveway and free of leaking hazardous materials. All vehicles shall be properly licensed and no more than three vehicles are allowed to be parked at the rental property at any given time to avoid such violations. Violations will result in a written notice to correct followed by eviction if not corrected.

XXI. Typical Assessment Charges to Tenant(s) Due to Neglect

- 4. **Typical Maintenance Charges Assessed to Tenants for Neglect:** The following is a non-exclusive list of things that Tenant(s) are most often charged with due to neglect or misuse of rental property. If you request maintenance to be done on the rental property and our maintenance personnel or service provider goes out to correct the problem and they determine it was caused due to neglect or misuse by the Tenant(s), you will be billed for the

service call and a \$ 35.00 Administrative fee. If the repair is considered normal wear and tear it will be billed to the property Owner(s). All maintenance requests must be submitted in writing on a Maintenance service request Form supplied on line at www.andersonpm.com or in the office of Anderson Property Management Inc. (Below are listed several examples of neglect or misuse by Tenant(s))

- a. **Stopped Up Sink:** Due to non water dissolvable materials being washed down the drain. Caused by hair and soap and other materials
- b. **Stopped Up Toilet:** Due to non water dissolvable materials being washed down the drain. Caused by too much paper, feminine products, sexual aids, use of wrong paper products or improper items being dispose of in this way
- c. **Stopped Up Disposal:** Due to non water dissolvable materials being washed down the drain. Caused by grease, coffee grounds, certain peelings, table wear, and other non dissolvable or quick bio degradable materials
- d. **Stopped Up Tubs and Showers:** Due to non water solvable materials being washed down the drain. Caused by hair and soap and other materials.
- e. **Broken Windows:** Due to misuse or malicious damage.
- f. **Torn, Broken or Missing Window Screens:** Due to misuse or malicious damage.
- g. **HVAC Problems:** Cause By Neglecting The Filter or Damaging The Systems Hardware Effecting Heating or Cooling:
- h. **Trash Around The Property:** Caused by neglect and nastiness or failure to properly dispose of in a proper manner.
- i. **Neglect Of The Yard And Landscape Maintenance:** Caused by failing to maintain.
- j. **Damaged, Broken or Disabled Smoke Detectors:** Caused by failing to maintain batteries and malicious damage or use.
- k. **Attention:** Smoke alarms, light bulbs and basic maintenance are considered Tenant(s) responsibilities. Anderson Property Management Inc will supply smoke detectors and fire extinguishers however Tenant(s) must change batteries as need.

XXII. Pest Control

- 1. **Pest Control:** Anderson Property Management Inc guarantees its rental properties to be free of pest and rodents at the time a Tenant(s) takes occupancy however; the Tenant(s) shall report any pest or rodent problems within **(3) three days** of taking possession. If pest problems are identified within this **(3) three day** time period Anderson Property Management Inc will take action to correct the pest problem. A Tenant(s) failure to identify any pest or rodent infestation within the said **(3) three days** shall constitute the Tenant(s) agreement that the rental property is free of infestation of any type.
 - a. **Reporting:** Tenant(s) are responsible for reporting and suspected or known infestation of pest, rodents or termites.
 - b. **Responsibility:** The Landlord shall be responsible for treatment of termites.
 - c. **Future Infestation:** Tenant(s) are responsible for preliminary pest and rodent control problems to include setting a trap or putting out a pest control substance or spray. If the initial treatment by the Tenant(s) is not effective, further action can be taken by the Landlord.
 - d. **Property Conditions:** The Tenant(s) are responsible for keeping the conditions of the rental property, such that conditions are not favorable to cause such infestations of pest, rodents and termites. Tenant(s) will not leave any unsealed food items or debris out or exposed so as to attract bugs or rodents. Spoiled food items will be immediately and properly disposed of away from the rental property. Tenant(s) will dispose of any items deemed hazardous or contagious by **DHEC** such as but not limited to: syringes, bodily fluids, animal carcasses, pet waste, oils, chemicals, and petroleum products.
 - e. **Definition of Pest:** Any flying, crawling creature that is considered a nuisance. such as; fleas, ticks, spiders, ants, bees, roaches, mosquitoes, crickets, snakes, rodents, bats, squirrels, chipmunks, skunks, raccoons, fox, deer, bear or other creature that causes one harm, damage, fear or destruction of property.
 - f. **Tenant(s) Negligence / Penalties:** When the Tenant(s) is found negligent in the above listed situations he may be held financially responsible either in part or whole for the treatment and removal of such pest, rodents or other after receipt of an inspection report by a licensed trained **non bias** professional in this field of pest control service. A \$ 35.00 **administrative fee** will be assessed plus any service charges if the Tenant(s) are found negligent in this type of matter. This is a multi step process that requires several inspections at the rental property to correct.

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XXIII. Maintenance Declaration

- Landlord Maintenance of Premises Declaration:** The Landlord will make repairs and do what is necessary to keep the rental property in a fit and habitable condition as specified and governed by the South Carolina Residential Landlord Tenant Act. The Landlord further declares to reasonably maintain in a good and safe working conditions all electrical, gas, plumbing and HVAC systems. He will further provide functional smoke detectors and fire extinguishers as needed. The Tenant(s) is responsible for notification to Anderson Property Management Inc, concerning the failure of any of these systems during the term of their occupancy of the rental property.

XXIV. Rental Property Inventory

- Essential Services and Appliance Inventory:** The Landlord is required to provide essential services; meaning sanitary plumbing and sewer services and systems, safe functional electrical systems, safe function gas systems, where it is used for heat, hot water, running water, and cooking. Further to provide reasonable amounts of hot water and heat, except where the building that includes a dwelling unit is not required by law to be equipped for that purposes. Further exceptions are when the dwelling unit is so constructed that heat and or hot water is generated by an installation within the exclusive control of the Tenant(s) and supplied by a direct public utility connection.
- Inventory:** Any furnishings and equipment to be furnished by the Landlord shall be set out in a special inventory. The Inventory **shall be** signed by both Tenant(s) and Landlord concurrently with this rental agreement and **shall be** a part of this agreement. Anderson Property Management Inc. **will** prosecute any Tenant(s) criminally for theft, if they take, steal, or carry away, any personal property belonging to the Landlord or its Owner(s), with the intent to permanently deprive the Landlord or its Owners of the property and its value.
- Damages:** The Tenant(s) are directly responsible for any damages caused by the Tenant(s) appliances, furniture, guest, pets, clothing, tools, vehicles, person or other personal property that directly damages flooring, electrical, plumbing, structure, fixtures, landscape or any other parts to the rental property not directly named in this statement. **NOTICE: (Anderson Property Management Inc strongly recommends that you carefully consider obtaining the liability insurance coverage that covers all Perils for such incidents.)**
- List Rental Property Fixtures, Appliances and Services provided By the Landlord to the Tenant(s) At the Time of Rental:** Inventory of appliances, fixtures, keys, devices, and passes associated with the rental property at the time of the rental agreement. All these items must be returned in good order at the end of the Tenant(s) tenancy or the cost will be deducted from the Tenant(s) security deposit for its replacement.
- Washer & Dryer Notice:** Tenant(s) understand and agree there will be no repairs performed on **washers and dryers**. Rental properties that have washers and dryers **are not** guaranteed replacement if they break because these items are not normally available in all units.
- Property List:** Items that are provided Tenant(s) with the rental property at the completion of the Rental Agreement.

| | | |
|---|---|--|
| A. Stove: _____ | F. Trash Compactor _____ | K. Community Gate Opener: _____ |
| B. Microwave: _____ | G. Washer*: _____ # Issued _____ | |
| C. Refrigerator: _____ | H. Dryer*: _____ | L. Community Pass: _____ |
| D. Dishwasher: _____ | I. Other: _____ # Issued _____ | |
| E. Disposal: _____ | J. Garage Door Opener: _____ | M. Mail Box Keys: _____ |
| * Equals connections only if not checked | # Issued _____ | # Issued _____ |

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APM: _____, Tenant(s): _____, Date: _____
I acknowledge by initialing the Inventory Section that I am accepting receipt and responsibility for the above checked items

XXV. Key Policy

- Keys:** The Tenant(s) will receive keys to the rental property when the following has been satisfied; all rent and security deposits have been paid and all utilities have been changed into the Tenant(s) name.
 - Security:** In order to guarantee security of the rental property a \$ 75.00 **Non-Refundable Key Fee** will be collected from the Tenant(s). At the time the Key Fee is received Anderson Property Management Inc will send a licensed locksmith out to re-key the locks to the rental property.
 - Tenant(s) Lockouts Policy:** The Tenant(s) agree if they lock themselves out of their rental property and request that an employee or agent of Anderson Property Management Inc respond out to open their rental property doors **Tenant(s) will pay a fee of \$ 35.00 plus mileage from the employees residence to the APM business office to the Tenant(s) rental property back to the employees home at a current rate of \$ 0.55 cents per mile.** The fee will be accessed to your next months rent payment.
 - Warning:** Anderson Property Management Inc. **strongly suggests** that you hide a spare key or provide one to a trusted friend where you can get to it to avoid this fee.

XXVI. Property Inspections

- Pre-Move In Inspection And Delivery Of Rental Property:** Tenant(s) acknowledges that they have inspected the rental property and agree that the rental property and any common areas with the rental property are clean, safe, and fit for habitation as well as; relative free of any substantial damages due to mistreatment or abuse. The Tenant(s) further acknowledges receipt of instructions concerning smoke detectors, systems operations, rules and regulations, and move out instructions. The Tenant(s) acknowledges they have received all **residential keys, mailbox keys, garage door openers, gate openers, community passes, parking passes, alarm codes, gate codes or other electronic devices etc associated with the rental property.** The Tenant(s) agree they will complete the **Move in Inspection Form** and return it with **(5) five days** of taking possession of the rental property. **NOTICE:** Failing to complete this Move in Inspection Form may cause Tenant(s) to be held liable for damages that go undetected by Anderson Property Management Inc and its Property Inspectors.
- Anderson Property Management Inc. Pre-Move In Inspection:** Anderson Property Management Inc will conduct a detailed rental property inspection just prior to the Tenant(s) taking possession of the rental property documenting all visible signs of rental property condition noting blemishes, damages, or age condition of the rental property along with it's fixtures, structural, plumbing, HVAC, electrical and mechanical systems condition and content. These conditions will be both in writing and photographically documented evidence so as; to show the exact condition just prior to the Tenant(s) possession. This will insure Anderson Property Management Inc has accurate record for any future civil litigation over condition or damage disputes. Both the Tenant(s) inspection and Anderson Property Managements Inc inspection will be place in the Tenant(s) file for any future inspection and comparisons of the rental property. These inspections will be the guide lines for grading the rental property's condition at the mid-term inspection as well as; the move out inspection.

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

CONTINUED XXVI.

- 3. **3/4 Term Inspection:** Anderson Property Management Inc will conduct a minimum of three (3) inspections on the rental property during the term of the rental agreement. This is considered Inspection number (2) of the three inspections mentioned. This inspection of the rental property generally comes about half way through the Tenant(s) rental agreement. In all cases the Tenant(s) will receive at least a **24 hour notice** prior to the inspection however; in most cases the notice is given several days prior to the inspection date. The inspection takes only **15 to 30 minutes** and is a brief walk through inspecting **condition, cleanliness, plumbing, electrical and HVAC systems, smoke detectors and fire extinguishers**. The inspector will be making photographic records of the overall condition and problem areas. The Tenant(s) will not get immediate feed back however if there is a problem depending on the seriousness of the violation you could receive a notice to correct within **14 days** or a 60 day notice to vacate. If no problems are noted you will be sent a notice for renewal. If you are concerned over your inspection you can contact the Property Inspector or Property Manager at Anderson Property Management Inc **Monday thru Friday 8:30 AM to 5:00 PM** at (864-224-2536) and they will advise you of any concerns good or bad. Please allow **5 day** after the inspection to contact us so that the report may be properly completed.
- 4. **Consequences to a Failed Inspection:** If an inspection of rental property is failed by a Property Inspector and the Tenant(s) is given the **14 days to correct** we will re-inspect after **14 days** at the Tenant(s) expense of \$ 80.00 for the cost of a **re-inspection and administrative fee**. If the problem has not been corrected to the Landlord's standards, which is like move in condition, the Tenant(s) will either be billed for the work needed to correct the problem plus any administrative fees for verifying and correcting the problem or evicted from the rental property. Fees and charges will be based on a case by case basis depending on the nature of the issue. **TENANT(S) ONLY NOTICE: This is the only notice the Tenant(s) will receive on this matter. Tenants are generally given a 60 notice to vacate denying them a renewal of their rental agreement then charged for damages.**
- 5. **Other Inspections:** From time to time situations arise that require additional property inspections of rental property. Some Owner(s) require additional inspections on their properties, typically on a quarterly basis. When this happens, Owner(s) not Tenant(s), are charged for the additional property inspections unless there is an inspection failure. These are not common occurrences and the Tenant(s) will be given advance notice at the time of the rental agreement is signed if we are aware we have an Owner(s) who wants these types of property inspections. In all inspections an advance notice of at least (24) twenty-four hours is given prior to the inspection.
- 6. **Drive by Inspection:** Anderson Property Management Inc or its agents can and will do a drive by inspections on properties managed by Anderson Property Management Inc periodically or when complaints are raised about problematic issues. No notice of the inspection will be given because this is an inspection from the roadway and is in plain view of the public.
- 7. **Rental Property Inspection Compliance:** The Tenant(s) agrees by signing this rental agreement that they will be compliant and cooperative in allowing Anderson Property Management Inc and its Property Inspectors to conduct an inspection on the Tenant(s) rental property as well as; all premises associated with that rental property, provided they have been given in written notice, of the coming property inspection, and that such notice was delivered by the US Postal Service at least **24 hours** prior to any property inspection. All inspections will occur between the hours of **9:00 AM and 6:00 PM**. Anderson Property Management Inc will retain records of notices sent in the event of Tenant(s) dispute. Failure to comply with an inspection may result in immediate action to evict the Tenant(s) from the rental property. **NOTICE:** Anderson Property Management Inc will comply with all guide lines issued by the South Carolina Landlord Tenant Act in conducting these property inspections so as, not be in violation of any harassment complaints levied by the Tenant(s).

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

XXVII. Rules and Regulations Regarding Pets

Addendum to Residential Rental Agreement

FORM IS:
Anyone who has or gets a pet is subject to these pet requirements and fees. Any violation can result in assessments or eviction based on the conditions of this lease agreement.

PROPERTY: _____

PET OWNER: _____

TYPE OF PET: _____, BREED: _____ AGE: _____ SIZE: _____ Lbs. # of pets under 25lbs _____

SPAYED OR NEUTERED: _____ THE PET WILL BE KEPT, INDOORS or OUT DOOR: _____ # of pets over 25 lbs _____

DECLAWED: _____ CHECK BELOW, WHICH OF THESE BEST DESCRIBES YOUR PETS PERSONALITY,

(Check) _____ Friendly: _____ Likes everyone: _____ Protective: _____ Aggressive: _____ Bites: _____ Barks frequently.

VACCINATIONS RECORDS: _____ COPY INCLUDED: _____ PICTURE OF PET INCLUDED: _____

- 1. **Tenant(s) Notice:** Tenant shall not keep domestic or other animals on or about the premises without the **prior written consent** of the Landlord. The Landlord has sole discretion and may consent if Tenant(s) makes the following payments:
- 2. **Tenant(s) Advisory Notice:** A non-refundable deposit of \$ 300.00 (per pet 25lbs or less) or \$ 500.00 (per pet over 25lbs or more)
- 3. **Needed Information from the Tenant(s):** Tenant must furnish the following; Breed, age, picture of pet and proof of current vaccinations by a Veterinarian.
- 4. **Tenant(s) Pet Liability:** Tenant shall be responsible for the animal; its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal. Pet owner also agrees to accept financial responsibility for any damage caused by pet, whether or not specifically stated in this agreement. **SEE PET ADDENDUM.**
- 5. **Conditional Notice:** All waste matter created by the pet(s) shall be cleaned up by the pet owner at regular intervals.
- 6. **Pet Fees:** Assessed charges Deposit for pets will be a non-refundable fee of \$ _____
- 7. **Tenant(s) Notice:** I understand and agree that the following pets are prohibited:
 - a. **Prohibited Animals:** Pit bulls, Rottweiler's, and Doberman Pinchers, as well as any dogs with a history of being dangerous or destructive to other tenants and properties.
 - b. **Prohibited Live Stock & Exotic Animals:** Endangered species, snakes, wild animals and farm animals (ex: chickens, pigs, goats, wolves, etc.)

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

Tenant(s) Acceptance Notice: This is to certify that the above information is correct to the best of my knowledge and that I have read the agreement for all pets and fully understand them and agree with these terms. Anyone found with an unauthorized pet can be evicted and charged for the pet fee and any pet damages and all their security deposit will be forfeited.

This will be the only notice given about pet violations !

**XXVIII. Waste Disposal Agreement
Anderson County**

P.O. Box 8002
Anderson, SC 29622-8002
(864) 260-4000
www.andersoncountysc.org

The following is a list of guidelines that you, the tenant, must follow concerning trash disposal in the county limits (apartments, etc):

1. When a trash bag is full, you must secure the trash bag to prevent any loose items coming from the bag.
2. When you go to deposit your trash in the dumpster, if it is full, do not leave the bag on the ground next to the dumpster. This can cause loose trash to scatter over the entire complex. You may carry your trash to a County dumpsite or call management to have the dumpster emptied.
3. Under any circumstances, you **CANNOT** leave trash bags on the curb in or near your unit. You must be responsible enough to be completely sure that your trash is deposited inside the dumpster.
4. You may only deposit trash in the dumpster that is assigned to your unit. Failure to follow this procedure could result in Anderson County Environmental Enforcement issuing you a citation (litter ticket).
5. Adults who allow children to "take out the trash" as a possible chore, must ensure that the child follows all these procedures as well. Any parent or guardian of a child who fails to properly secure all trash will be held accountable.
6. Any violation of the above list will result in a fine of \$ 1025.00 plus (30) thirty days in jail, and a minimum of 20 hours community service.

If you have any questions, please contact Anderson Property Management or the Environmental Enforcement Department at 864-260-5576.

XXX. Broker/Tenant(s) Trust Account Interest Agreement
Relating to Deposits called for in Residential Rental Agreement

According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on your security deposit belongs to you until the completion of your obligations in reference to the

Residential Rental Agreement dated this the _____ day of _____, Year: _____,

Between Anderson Property Management Inc, Broker and

_____, Tenant(s). This form authorizes the bank to pay interest to us on our Trust Account.



TENANT(S) NOTICE: *It is understood that Broker has the option to place deposited monies into an interest bearing account and to retain all interest incurred in said account.*

ANDERSON PROPERTY MANAGEMENT INC
Real Estate Brokerage Firm

ANN D. TAYLOR
Broker / PMIC

____ YES, I authorize owner to retain interest earned on my security deposit.

YES, I authorize Broker to retain interest earned on my security deposit.

| | | | |
|---|---------------|--|---------------|
| _____ Tenant | _____ Date | _____ Co-Tenant | _____ Date |
|  | |  | |

____ NO, I do not authorize Broker to retain interest earned on my security deposit.

| | | | |
|-----------------|---------------|--------------------|---------------|
| _____ Tenant | _____ Date | _____ Co-Tenant | _____ Date |
|-----------------|---------------|--------------------|---------------|

The forgoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®. ©2002 South Carolina Association of REALTORS®. 01/02

Anderson Property Management

Date

Notary

Date

Commission Expires M/Y



APM: _____, Tenant(s): _____, Date: _____

XXXI. Law of South Carolina for Rental Property: Smoke Detectors

Addendum to Residential Rental Agreement

S.C Section Code of Law 5-25-1330. Responsibility of owner of dwelling to supply and install smoke detectors in rental dwellings and housing; instructions for operation of detectors; notice of deficiencies in detectors; repair or replacement of detector.

- A. The owner of a dwelling is responsible for supplying and installing the smoke detectors in rental dwellings and housing and shall provide the tenant at the time the Tenant(s) takes possession of the dwelling written or verbal instructions, or both, for testing the detectors and replacing batteries in battery-powered detectors.
- B. The Tenant(s) of a rental dwelling shall notify the owner in writing of any deficiencies in the performance of the smoke detectors. The owner must be considered notified upon delivery of the written notice at the place of business of the owner through which the rental agreement was made or at any place held out by him as the place of receipt for the payment of rent or other communications.
- C. Upon written notification by the tenant that a smoke detector is deficient, the owner shall repair or replace the detector within fifteen days. No obligation is created hereby for the owner to replace or repair a detector that he determines upon visual inspection or testing has been deliberately tampered with, damaged, or destroyed by the tenant or any person authorized to reside in the residence by the Tenant(s) and notifies the tenant in writing of these findings. The owner may repair or replace a detector that he determines has been deliberately tampered with, damaged, or destroyed by the tenant or any person
- D. On authorized by the Tenant(s) to reside in the residence and may assess against the tenant the actual cost of the repair or replacement of the detector.
- E. No obligation is created hereby for the owner to provide batteries for battery-powered detectors allowed under SC Law Sec. Code **5-25-1320**.

A copy of the "Lead-Based Paint Disclosure Pamphlet" is available at www.andersonpm.com

XXXII. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Addendum to Residential Rental Agreement

Property Address: _____

Housing built before **1978** may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of 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 lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord Disclosure: INITIAL HERE

- _____ (a) Presence of lead-based paint hazards: Landlord has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- _____ (b) Records and reports available to the landlord: Landlord has no reports or records pertaining to lead-base paint and/or lead-based paint hazards in the housing.

Tenants Acknowledgment: INITIAL HERE

- _____ (c) Tenant has received copies of all information listed above.
- (d) Tenant has received the pamphlet **Protect Your Family from Lead in Your Home**.

Agent's Acknowledgment:
 (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy:
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Landlord / Broker / PMIC **Date**

Primary Tenant INITIAL HERE **Co-Tenant(s)** INITIAL HERE **Date**

XXXIII. Tenant Rules and Regulations Quick Overview

1. **No Smoking Policy:** All Properties managed by Anderson Property Management are **NON SMOKING** units and smoking is strictly prohibited inside this property.
2. **Observance of Rules & Regulations:** Respect and recognize and adhere to all rules and regulations contained within your lease agreement, as well as those posted on or in other properties managed by Anderson Property Management Inc.
3. **Pet Policy:** No **PETS** allowed unless you have received pre-approval by APM and have met all the requirements and fees associated with the pet. (See pet requirements at www.andersonpm.com)
4. **Tenant(s) Conduct:** No criminal behavior or activity or known suspects will be tolerated in or on this property. Violations of this rule will be grounds for eviction.
5. **Rent Due Dates:** Rent is due the **(1st) first day** of each month. Rent paid after **5:00 PM** on the **(5th) fifth day** of the month will be charged a late fee. After the **(10th) tenth day** of the month eviction papers will be served and Tenant(s) is responsible for court costs & fees.

SIGN HERE

APM: _____, **Tenant(s):** _____, **Date:** _____

CONTINUED XXXIII.

INITIAL HERE

- 6. **Tenant(s) Responsibility as it Pertains to State Law:** Under SC section Code of Law **27-40-510** Tenant shall maintain dwelling unit.
 - a. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the dwelling unit and that part of the premises that he uses reasonably safe and reasonably clean;
 - c. Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
 - d. Keep all plumbing fixtures in the dwelling unit or used by the tenant reasonably clean;
 - e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises;
 - f. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the tenant;
 - g. Conduct himself and require other persons on the premises with the tenant's permission or who are allowed access to the premises by the tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises;
 - h. Comply with the lease and rules and regulations which are enforceable pursuant to Section **27-40-520**.
 - i. Damage caused to the property by abuse or mistreatment or neglect will be charged to the Tenant(s)
- 7. **Tenant(s) Landscape & Property Maintenance Requirements:** It is the Tenant's responsibility to maintain the lawn, grass, shrubs, and replace light bulbs, HV/AC filters and batteries in the smoke detectors. **(Properties with lawn maintenance contracts are exempt from lawn care)**
- 8. **Property Problem Issues:** It is the Tenant's responsibility to report and notify APM of any mechanical or structural problems associated with this property immediately so that it may be evaluated for repairs. **Reports must be in written notice** (See Form at www.andersonpm.com) **TENANT(S) NOTICE: Unfounded reports of needed maintenance will be billed to the Tenant(s).**
- 9. **Property Inspections:** Inspections to properties can be conducted up to four times a year at the convenience of APM following a **(24)** twenty-four hour notice to the tenant. All above listed rules are expected to be in order.
- 10. **Vehicle Restrictions:** No unlicensed / uninsured vehicles or junk is allowed to be stored on this property. The exterior of the property shall be kept neat and orderly at all times.
- 11. **Notice to Vacate Policy:** A **(60) sixty day** written notice must be given prior to move out along with all fees and rent paid up and acceptable maintenance inspection of the property to avoid loss of security deposit. This means the property should be in as good of condition as it was when you moved in with the exception of normal wear & use. (See move out instructions notice at www.andersonpm.com.)

XXXIV. Cleaning Check off Sheet and Release of Security Deposit Requirements

Addendum to the Residential Rental Agreement

Requirement: The Tenant(s) first action when they decide their going to be moving out is provide the (60) Sixty day notice to vacate. (See **instructions under section II, 6a**) Upon move out, the rental property **must be** in Move in condition or they will auto matically be charged a **\$75.00** Restoration fee that will be deducted from their security deposit in addition to any expenses for any repairs. This means all blinds, windows and fans should be clean. All cabinets need to be cleaned and wiped out with all old paper shelving removed. All walls need to be clean and free of blemishes; all holes patched and touched up with a matching paint. Baseboards need to be cleaned and free of dust and dirt. Floors need to be swept and cleaned. All carpets surfaces must be professionally cleaned. All appliances need to be cleaned inside and out. All window screens that are damaged need to be repaired and free of tears and damage. All light bulbs must be working. All smoke detectors must be in-working order. All damages caused by the tenant(s) must be repaired or it will be deducted from your security deposit.

- a. **Conditional Notice:** Tenant(s) will lose all of their security deposit if any if any personal property is left in the rental unit requiring or causing cleaning and disposal.
- b. **Security Deposit Notice:** In order to have your **Security Deposit refunded** to you the previously mentioned instructions must be done prior to returning keys on your move out date. You will receive your Security Deposit and or a letter with an itemized statement of what was deducted from your security deposit within **(30) thirty days**. A check off list is provided below as an instructional guide to assist you with the return of your security deposit.
- c. **Tenant(s) No Smoking Notice:** Clearly stated in XXXIII **Tenant(s) Rules and Regulations** Section 1 all of properties managed by Anderson Property management Inc are No-Smoking units. If evidence is found in the rental unit that indicates that the Tenant(s) or their guest smoked and caused smoke damage to the structural surfaces the appropriate deductions will be made from the Tenant(s) Security Deposit.
- d. **Carpet Cleaning Requirements:** Tenant(s) must have all carpets professional cleaned just prior to move out or when the rental property is empty. A receipt from a professional carpet cleaner must be provided to Anderson Property Management Inc at the time you turn in your keys or APM will have the carpets professional cleaned and deduct it from your security deposit.
- e. **Utility termination:** The tenant(s) must provide Anderson Property Management Inc with a written notice to terminate utilities and the date of termination so that all utilities can be transferred back into APM'S name. Failure to comply could result in damage to the property and cause a deduction from your security deposit or civil action against the Tenant(s) for property damages.
- f. **Cleaning Check List:** See the items listed below; also refer to the move out written instructions on the following page listed as **(XXXV Move out Instructions.) Use #'s 2 through 22 as a guide for completing your move in inspection form.**

- | | |
|--|---|
| 1. 60 sixty day notice to vacate submitted to APM. _____ | 13. Shut off main breakers at switch box. _____ |
| * 2. Carpet and floor cleaning _____ | 14. Clean out closets: _____ |
| 3. Windows _____ | 15. Replace fire alarm batteries: _____ |
| 4. Window screens _____ | 16. Replace all burnt out light bulbs: _____ |
| 5. Window treatment replacement and repairs _____ | 17. Clean out the attic of all personal belongings _____ |
| 6. Cleaning of the Oven / Stove _____ | 18. Clean ceilings of dust spider webs etc: _____ |
| 7. Cleaning of Refrigerator. _____ | 19. Wipe down and clean doors and door knobs _____ |
| 8. Empty ice maker and shut off: _____ | 20. Haul away and remove all personal items and garbage _____ |
| 9. Clean dishwasher; _____ | 21. Cut the grass and trim shrubs and dispose of yard debris: _____ |
| 10. Clean the garbage disposal: _____ | * 22. Sweep the drive way clean any stains you caused _____ |
| 11. Clean out and wipe down cabinets: _____ | 23. Return all keys, garage door openers, and community passes etc: _____ |
| 12. Clean bathrooms and fixtures: _____ | 24. Schedule a move out inspection with APM: _____ |
| 13. Change out HVAC filters: _____ | 25. Date _____ & Time _____ AM / PM |

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____

XXXV. Move out Instructions

1. **Notice to Vacate:** You must complete and return a [written notice](http://www.andersonpm.com) to vacate form 60 days prior to move out. (The notice form is available at www.andersonpm.com).
2. **Property Condition:** The Tenant(s) is held responsible to make sure the property is in the same condition or better than it was when they took possession. (Refer to your copy of the move in move out form completed at time of taking possession.) (No tenant will be held responsible for any damage noted on the move in form that occurred prior to their occupation of the property.)
3. **Interior Appearances:** The interior property must be left completely cleaned. Examples; carpets professionally cleaned with proof by receipt, clean appliances, clean base boards, ceiling fans and walls. Clean under and behind stove, stove hood or microwave and refrigerator. Mop and clean all tile and vinyl floors. Clean all toilets tubs and sinks. Remove all items from cabinets, closets and drawers and wipe down. Clean windows and blinds. Remove and carry away all trash.
4. **Exterior Appearances:** The exterior property must be clean neat and cut. Any yard maintenance that you were responsible for maintaining must be left acceptable. Example: The grass must be cut, edged and debris blown away. All shrubs must be at an acceptable height and shaped. All tree limbs must be picked up and stacked at the roadside if in the City limits or hauled away if in the County. All trash must be properly disposed of. Excessive over growth as the result of your failure to properly maintain will be considered non-compliance.
5. **HVAC:** Replace the central air filter.
6. **Smoke Detectors:** Replace all smoke detector batteries and have them in their proper place.
7. **Appliances:** Empty ice maker from refrigerator prior to shutting off main electrical breaker.
8. **Electrical:** Turn off the main electrical breaker at the electrical circuit box.
9. **Key Return:** Turn in all your keys and garage door openers.
10. **Securing Property:** Secure and lock all doors and windows to include the crawl space.
11. **Disposal of Personal Property:** Dispose off all trash and debris.
12. **Securing Water Valves:** Make sure the water valves are shut off to any appliance you remove from the residence.
13. **APM'S Procedure Following Move out:** Following a move out inspection you will receive an itemized list of any deductions for needed maintenance from your Security Deposit within the regulated period of time. If you wish to be present for move out inspection please schedule time.
14. **Non Compliance:** Failure to comply with these minimum requirements will result in some or all of the loss of your deposit.

SIGN HERE

APM: _____, Tenant(s): _____, Date: _____



XXXVI. Rental Agreement Signature Page

1. **Wherefore:** The parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the month, day and year listed herein.
2. **Notice:** This Rental Agreement is a confidential written agreement and no information on the Tenant(s) will be released without prior written consent of the Tenant(s). This agreement also supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of the Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant(s) and their respective heirs, successors and agents.
3. **Advisement:** Tenant(s) acknowledge by signing this Rental Agreement that they will adhere to the terms, conditions and rules contained herein and the Tenant(s) further acknowledge that they have had these terms, conditions and rules explained to the Tenant(s) satisfaction and understanding. Tenant(s) further agree to accept all responsibility and consequences both physical and financial for the Rental Agreement conditions prescribed herein and any violations of the said terms, conditions or rules contained herein, as well as; accept this Rental Agreement document as a lawful and binding contract.
4. **In Witness whereof:** The parties here to have subscribed their names and affixed their seal in duplicate the month, day, and year of written herein.

| | | | | |
|--------------------------------|--------------|--------------------------|--------------|------|
| Primary Tenant | INITIAL HERE | Date | Witness | Date |
| Co Tenant | INITIAL HERE | Date | Witness | Date |
| Other Tenant | INITIAL HERE | Date | Witness | Date |
| APM Property Manager in Charge | Date | APM Agent Covering Lease | | Date |
| Notary | Date | Commission Expires | Month / Year | |

By signing the signature page of this rental agreement I acknowledge I have read this rental agreement and had it explained to me by an agent of Anderson Property Management Inc. I acknowledge that it has been explained to my satisfaction and understanding. Furthermore, I have had opportunity to ask questions of the agent explaining this rental agreement and have my questions answered to my satisfaction and understanding. I understand this is a legal and binding document and I as a Tenant(s) accept full responsibility for abiding by its content, instruction, rules & regulations, fees and deadlines. Dispute or disagreements between the Tenants and Owners that cannot be resolved by Anderson Property Management due to either party unwillingness to comply with rules, regulations or laws will at their own expense resolve these matters in writing and signed by both parties or have it resolved in the court of law.