

Dalton Ridge Apartments

581 Dalton Ridge Drive
Lancaster, South Carolina 29720-7345

Office: 803-286-9776
Website: daltonridgeapts.com

RESIDENTIAL LEASE AGREEMENT

State of South Carolina County of Lancaster

This Lease Agreement made this **Sunday, April 1, 2035**, between **TENANT NAME**, Tenant/s (hereinafter called "TENANT"), and **Dalton Ridge Apartment** (hereinafter called "LANDLORD").

1. RENTAL PROPERTY:

A. The Landlord agrees to rent to the tenant the property described as an apartment located at **581-X Dalton Ridge Drive, Lancaster, SC 29720** — which will be referred to in this Lease as the "Leased Premises".

2. TERM OF LEASE AGREEMENT:

A. The Lease Agreement will begin **12noon on April 2, 2035 and will end 12noon on October 31, 2036**.
B. The initial term of this Lease Agreement shall be 12 months and will terminate at the end of the term.

3. OCCUPANCY & USE OF PROPERTY:

A. The ONLY person/s living in the Leased Premises is/are:

Full Names of ALL Occupants	Gender	Date of Birth	Social Security #
			XXX-XX-
			XXX-XX-

B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
C. The tenant will use the Leased Premises only as a residence.

4. RENT:

A. The amount of rent is **\$2,800.00** to be paid monthly.
B. The rent is due in advance on or before the 1st day of each month, whether the 1st is a Saturday, Sunday or Holiday. The rent due date is the date the Landlord must receive the tenant's payment.
C. Tenant/s agree to pay the rent and all additional rent/fees when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the tenant /s for the collection or eviction as if tenant /s defaulted on the rental payment.
D. Rental payments are made payable to Dalton Ridge Apartments.
E. Rental payment paid by Cash shall be delivered to the Landlord at: Dalton Ridge Apartments, 581 Dalton Ridge Drive, Lancaster, SC 29720.
F. Electronic payments are to be made online through the tenant portal via ACH/E-Check from your bank account, which is free of charge. When using a card (credit or debit), there is a 2.75% per transaction amount plus a convenience fee of \$2.00. (Example using a card – rent amount \$600.00 x 2.75 = 16.50 plus the convenience fee \$2.00 = 18.50; your total would be \$618.50.) (Fees subject to change without notice.)
G. If an electronic payment is not paid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Late Payment" under the terms and conditions contained in this Residential Lease Agreement.

4. RENT

(Continued)

H. If an electronic payment fails to clear or is returned unpaid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Returned Payment" under the terms and conditions contained in this Residential Lease Agreement.

5. LATE FEE:

- A.** If the Landlord does not receive the rent or any other charges on or before 5 days after the rent due date, tenant must pay a late fee of 20% of the monthly rental payment in addition to the rent.
- B.** Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.
- C.** Rental payments paid late 1 time within a 12-month period creates a default of the Lease Agreement for non-renewal of lease agreement.
- D.** Be advised that eviction can be filed on the 6th of the month for non-payment and if an eviction is filed against you there is an additional \$150 for legal/administration fees charge plus late fees and collection fee.

6. EVICTION NOTICE:

A. NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN 5 DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED, AND MAY TERMINATE THE LEASE AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE INCONSPICUOUS LANGUAGE IN THIS WITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

7. BOUNCE FEES:

A. If you have a bounce-back (sufficient funds or you have entered the wrong bank account number), that fee is \$25. ** In addition to the bounce fee, late fees will accumulate. **

8. SECURITY DEPOSIT:

- A.** The Tenant/s to pay the Landlord a Security Deposit of **\$2,800.00** to be held in an Escrow Account without interest with Dalton Ridge Apartments. The security deposit will be held at First Palmetto Bank.
- B.** Tenant agrees that this security deposit is intended to secure the faithful performance by the tenant of all terms, covenants, and conditions of this Lease Agreement, including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent, and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C.** Tenant/s may be responsible for any unpaid charges or attorney fees suffered by the Landlord by reason of tenant's default of this Lease in accordance with state and local laws and regulations.
- D.** Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E.** Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- F.** Provided the Tenant/s fulfills all of the obligations of the Lease Agreement; the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the tenant within 30 days.

9. ENDING OR RENEWING THE LEASE AGREEMENT:

- A.** With 30 days written notice, either party may terminate this Lease Agreement at the end of the initial term, but if no notice is given, then the Lease Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. However, the Landlord may opt to increase the rent for such month-to-month by \$75.00.
- B.** Landlord may elect to renew this Lease Agreement for an additional term by sending written notice to Tenant 30 days prior to the end of the lease term. Landlord may include in this notice any new terms of the Lease, including a rental increase.

10. EARLY TERMINATION:

- A. Provided tenant is not in default hereunder at the time of giving the notice, strictly complies with all of the provisions of this section, and termination is as of the last day of a calendar month, the tenant may terminate this agreement before the expiration of the original term by:
 - 1. It is agreed upon that a 60-day notice – two full calendar months is need for early termination.
 - 2. It is agreed that if the tenant terminates the Lease early that the tenant will pay back any and all discounts and specials at the time of signing this agreement.
 - 3. Tenant agrees and understands that the security deposit will be forfeited with early termination.
 - 4. Tenant agrees and understands that there is an early termination fee of 40% for each month remaining on the Lease at market rate.
- B. The foregoing shall not relieve tenant of his responsibilities and obligations regarding any damage to apartment.

11. NOTICES:

- A. Any notice required by the terms of this Lease Agreement shall be in writing.
- B. Any written notice given by either party to the other party in order to meet a 30-day notice requirement will be deemed given, and the 30-day deemed to commence on the first day of the calendar month following the date of receipt of said notice.
- C. Any termination permitted by other sections contingent upon a 30-day notice will then be effective on the last day of the calendar month following receipt of the said notice. If the expiration date of the Lease is not on the last day of the calendar month, then a 30-day notice is required to conform to the expiration dates.

12. HOLD HARMLESS

- A. Landlord/Owners shall in no way whatsoever be liable or responsible for any damage, however, caused, to any property (including automobiles and contents thereof) belonging to or owned by the tenant or any members of his family or to any other person while such property is located upon the premises or anywhere else on the property of the Landlord; furthermore, the Landlord shall be relieved from all liability for any damage to any such property at any time located upon the premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the premises or building, or from the gas, water, steam or drainage pipes or plumbing works of the same or any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires or for any damage caused by anything done or omitted to be done by any Tenant of the Landlord.
- B. The Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that be suffered or sustained by the tenant, his employee/s, any member of his family, her agents, servants, guests, or other invitees who may be upon the premises or the building or appurtenances thereto. All risk of such injury or death shall be assumed by the tenant who shall hold the Landlord harmless and indemnified, therefore. The tenant shall be liable for any damage done by reason of water being left running from the taps in the premises. Tenant, occupants, his employee/s, any member of his family, her agents, servants, guests, or other invitees are responsible for their own safety. Dalton Ridge Apartments, Landlord, owners, and employees of Dalton Ridge Apartment are not to be held accountable.

13. INSURANCE:

- A. Tenant shall be responsible for insuring his/her own possessions against fire, flood and other catastrophes. Landlord and tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents thereof, caused by fire, flood or other hazards ordinarily covered by fire, flood, and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

14. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances, are found to be in an acceptable condition and good working order.
- B. The Tenant agrees that neither the Landlord nor his agent has made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at the end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

15. GUESTS:

- A. A "guest" is defined as a person invited into the Leased Premises by the tenant /s and/or Occupants.
- B. Guests are not be permitted to stay overnight for more than 7 consecutive days per month unless he/she is registered with the leasing office.
- C. The Landlord permits the tenant to have no more than four guests on the premises at the same time.
- D. All guest/s must observe and obey all terms and conditions contained in the Lease. If the tenant and or the tenant's guests violate any part of this Guest Policy, the tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with South Carolina and local regulations to evict or have the tenant removed from the Leased Premises as well as seek judgment against the tenant for any monies owed to the Landlord as a result of the tenant's default.

16. QUIET ENJOYMENT:

- A. Landlord covenants that the tenant shall have quiet enjoyment of the premises during term of this Lease Agreement.
- B. Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.
- C. Tenant represents that he/she is of good moral character and is not engaged in any illegal or immoral business on or off the premises; the untruth of which now or during the term of this Lease Agreement shall be grounds for terminating this lease agreement.
- D. Tenant shall reasonably observe the rights, privileges, and welfare of others, or Landlord may terminate this lease agreement at any time by serving upon Tenant 5-day notice of Landlord's desire and intention to terminate this Lease.
- E. Radio, television, stereos, musical instruments, etc., shall not be played in any manner that will disturb other Tenants, with particular emphasis between the hours of 10:00 pm and 8:00 am.
- F. No running of vacuum cleaner, washing machine, or clothes dryer between 10:00 pm and 8:00 am.

17. SECURITY NOT PROMISED:

- A. Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

18. UTILITIES:

- A. Tenant is responsible for paying all utilities (e.g., water, electricity/gas, cable/internet, and telephone).
- B. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.
- C. Tenant understands and agrees that all utilities are to be maintained during the term of this agreement.
- D. Tenant is required to leave water and electricity on for 3 days after moving out for maintenance and repairs.

19. MAINTENANCE AND REPAIRS:

- A. It is the responsibility of the tenant to promptly notify the Landlord in writing of the need for any such repair of which the tenant becomes aware. This notice must be in writing!
- B. If any required repair is caused by the negligence of the tenant and/or tenant's guests, the tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must always keep the Leased Premises clean and sanitary and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, modification, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary
- F. The Tenant is responsible for removing snow and ice from steps and walkways.
- G. Tenant is responsible for replacing burned-out light bulbs and damaged blinds.
- H. The tenant shall send a text message to 803.286.9776 in the event of any emergency.
- I. Tenant shall be responsible for the cost of restoring said premises to their original condition if tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT.** All improvements made by tenant to the said premises shall become the property of the Landlord.
- J. The tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, alterations, or improvements; supply necessary agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

20. PEST CONTROL:

- A. Tenant shall be responsible for all pest control such as mice/rats, fleas, bedbugs, spiders, earwigs, millipedes, silverfish, roaches, ants, vermin, insects, or other pests.
- B. It is required for the tenant to notify Landlord of any bedbug, flea, roach or any mice infestation.
- C. Any pest control for cockroaches, spiders, ants, silverfish, earwigs, millipedes, mice, or rats perform by Dalton Ridge Apartments or Agent of Dalton Ridge Apartments there will be a fee of \$20 each time of service. If you request service for bedbugs, fleas or anything else that fee can be up to \$350 each time of service. Rates subject to change without notice.

21. RIGHT OF ENTRY:

- A. Landlord and/or his agents, with 24 hours written notice, have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements, or show prospective buyers and/or tenant /s the property.
- B. Between the hours of 8:00 am and 8:00 pm for the purpose of providing services requested by the tenant and that prior to entering, the Landlord announces intent to enter to perform services.
- C. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord has a working set of keys and/or security codes to gain access to the Leased Premises.
- D. Tenants will not change or install additional locks, bolts, or security systems without the written permission of the Landlord.
- E. Unauthorized installation or changing of any locks will be replaced at the tenant's expense.
- F. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

22. ABANDONMENT:

- A. If tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold tenant in default of this Lease Agreement. If the tenant fails to follow proper move out procedures, tenant will be responsible for any and all damages and losses allowed by federal, state, and local regulations, as well as this Lease.

23. HOUSEKEEPING:

- A. It is the tenant's responsibility to take proper care of the premises. This includes cleaning and promptly reporting any repairs needed to the Landlord, fixtures or furnishings. Lack of notification may result in the tenant being charged for repairs and replacement. *Residents must keep their apartments in clean, sanitary, and free of any accumulations of debris, filth, rubbish, and garbage and to dispose of the same in a proper manner.*
- B. If the apartment is damaged by anything other than ordinary wear and tear, the Landlord shall make such repairs and replacements equal in quality to the original construction, and the tenant shall pay the cost.

24. DESTRUCTION OR DAMAGE TO PREMISES:

- A. If the dwelling unit or premises are damaged or destroyed or rendered wholly uninhabitable by fire, storm, flood, earthquake, or other casualties not caused by the negligence of the tenant; this lease agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.
- B. The dwelling unit or premises provided herein shall then be accounted for, by and between Landlord and Tenant up to the time of such injury or destruction of the premises, tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the dwelling unit or premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease.
- C. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bear to the whole premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the lease agreement continues according to its terms.
- D. Landlord/Owners shall in no way whatsoever be liable or responsible for any destruction or damage, however, caused, to any personal property that of the tenant's, nor Occupant/s or Guest/s. You ARE ADVISED TO HAVE RENTERS INSURANCE.

25. PETS:

- A. Tenant will not keep or allow domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Tenant further agrees to sign a special rental agreement addendum for their pet.
- B. Landlord, at Landlord's sole discretion, may consent if tenant makes the following conditions:
 - 1. A one-time **non-refundable pet fee** of \$100 and a **non-refundable monthly fee** of \$30
 - 2. Pet weight limit is 50 pounds and a maximum of 2 pets per apartment.
 - 3. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal.
- C. 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.
- D. Should we find an unauthorized pet; there will be a \$500 fine per occurrence.

26. PARKING:

- A. Park only in your assigned space! Tenant agrees to park only in those spaces so designated out of respect and courtesy of all your neighbors'. Visitor's spaces are meant for your guest that visit for six hours or less.
- B. Non-operative vehicles are not permitted on premises; any such non-operative vehicle may be removed by the Landlord at the expense of the tenant or vehicle owner. All vehicles must be in proper working condition (such as no flat tires).
- C. The Tenant may not store or park boats, trailers, house trailers, recreational vehicles, moving vans, trucks, and similar type vehicles larger than one-half ton capacity shall not be parked or stored on or about the premises.
- D. Tenant agrees to keep no more than 2 vehicles on-premises. These vehicles must be both operable and currently registered.
- E. Tenant agree not to repair their vehicles on the premises if such repairs take longer than a single day. Tenant is responsible for damages to the premises caused by Tenants vehicles or those of invitees or guests.

27. RESIDENTS UNDER 18 YEARS OF AGE:

- A. A parent or guardian is responsible for the actions of their minor/s and other visiting minor/s at all times.
- B. Dalton Ridge Apartments' curfew is dusk to dawn for all residents under the age of 18. Minors found by the staff of Dalton Ridge Apartments or reported by adult residents to management outside of their parent's leased premises after dark without their parent will violate the Lease.
- C. Due to safety concerns, parent or guardian must accompany their minor/s while out and about in the community.
- D. To assure the safety and protection of our residents, visitors, and occupants, do not allow youngsters to play in the parking area of the complex.
- E. Tenants will be responsible for any damages resulting from their minor/s.
- F. The use of bicycles, skates, rollerblades, skateboards, scooters, and motorized toys are not allowed on Dalton Ridge Apartments property for safety reasons.
- G. Tenant neglecting to supervise their minor/s shall be subject to termination of their Lease

28. SMOKE-FREE RESIDENCES:

- A. tenant agrees not to smoke in the Leased Premises and further agrees not to allow visitors or guests to smoke in the Leased Premises.
- B. Tenant acknowledges that a breach of this smoke-free policy will render tenant liable to Landlord for the costs to repair tenant's unit due to damage from smoke odors or residue; that charge could be up to \$2,500.00.
- C. A material breach of this smoke-free policy is a material breach of the Lease and grounds for immediate enforcement action, including termination of the Lease by the Landlord.
- D. Smoking is permitted outdoors. We ask for your cooperation to prevent the careless tossing of cigarette butts.
- E. Should we find cigarette butts on the ground around your door; there will be a \$300 fine per occurrence.

29. SUBORDINATION:

- A. This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future, including existing and future financing and/or loans or leases on the building and land.

30. ASSIGNMENT OR SUBLEASE:

- A. Tenant expressly covenants that tenant shall not assign or sublease any interest in this Lease. No assignment, underletting, occupancy, or collection shall deem a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant, or occupant as tenant, or a release of tenant from the further performance by tenant of covenants on the part of Tenant in this Lease.

31. SMOKE DETECTOR

- A. Tenant acknowledges that the Leased Premises is equipped with one or more smoke detectors.
- B. Tenant agrees to test the smoke detector/s within 24 hours after occupancy and inform Landlord if the detector/s is not working properly.
- C. The Tenant agrees to test smoke detector/s periodically as well as maintain operational batteries at all times.
- D. The Tenant must report any malfunction with smoke detector/s immediately to Landlord.
- E. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector/s installed on the Leased Premises.
- F. Landlord and his/her Agent recommend that tenant provide and maintain a fire extinguisher on the premises.

32. RULES AND REGULATIONS:

- A. Tenant may not interfere with the peaceful enjoyment of the neighbors. Tenant shall not make or permit any disturbing noise in his/her apartment or anywhere on the premises. The tenant is responsible for the actions of guests. Radio, television, stereos, musical instruments, etc., shall not be played in any manner that will disturb other tenants, with particular emphasis between the hours of 10:00 pm and 8:00 am.

32. RULES AND REGULATIONS:

(Continued)

- B.** Garbage/Trash must be taken to the dumpster immediately, not stored on patios or balconies or by your front door. There will be a \$50 fine per occurrence.
- C.** Tenant will be responsible for any fine or violation that is imposed on the Landlord due to the tenant's negligence.
- D.** Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- E.** The fitness center is to be used at your own risk. Tenant is allowed one guest in the fitness center, and the guest must be accompanied by the tenant while using the facilities. Children under the age of 15 are not permitted in the fitness room; ages 16 & 17 must be accompanied by a parent or guardian while using the equipment.
- F.** Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time. Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- G.** BBQ grilling safety: grilling must be done at least five feet away from the building and not in any of the passageways. Charcoal ashes must be safely and properly disposed of after use. Do not dump any coals on the ground, and absolutely do not dump hot coals in the dumpster. Please make sure all the coals are cold before disposal. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- H.** Tenant must notify Landlord of any changes in employment, email address, and phone number.
- I.** Waterbeds or other liquid-filled furniture are not permitted. Fish tanks no larger than 25 gallons, limit one.
- J.** Tenant may not hang or place any signs on or about the Leased Premises.
- K.** Tenant may not use windows, decks, or balconies to dry laundry.

33. LANDLORD'S REMEDIES:

- A.** If tenant violates any part of this Lease Agreement, including non-payment of rent, the tenant is in default of this Lease Agreement.
- B.** In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have tenant removed from the Leased Premises as well as seek judgment against tenant for any monies owed to Landlord as a result of tenant's default.
- C.** The Tenant agrees that any expenses and/or damages incurred as a result of a breach of the Lease Agreement including, attorney's fees, collection fees, and legal fees, to the Landlord or the prevailing party.
- D.** The Tenant agrees that any court costs and/or other fees incurred as a result of a breach of the Lease Agreement will be paid to the Landlord or the prevailing party.
- E.** All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees, and costs.
- F.** The Tenant understands and agrees that if tenant files a petition of bankruptcy, it will not release tenant from fulfilling the terms and conditions of the Lease Agreement.

34. SATELLITE DISHES / ANTENNA:

- A.** Satellite dishes such as those provided by Direct TV, Dish, or any other satellite dish are not permitted.
- B.** The installation of radio or television aerials, satellite dishes are not to be placed or erected on the property, the roof, or exterior of buildings.
- C.** Buildings are wired for cable television service provided by your local cable company. Satellite dishes deface the building through the installation process, and they are an eyesore and can create a hazard.

35. LEGAL FEES:

- A.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premises, tenant /s agrees to pay all expenses so incurred, including attorneys' fee, court cost, and collection agency cost.

36. JOINT AND SEVERAL LIABILITY:

A. The Tenant understands and agrees that if there is more than one tenant that has signed the Lease Agreement, each tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

37. CONDEMNATION:

- A. If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property, and the lease terms will no longer apply.
- B. The tenant, however, is responsible for all rent and charges until such time that tenant vacates the Leased Premises.

38. MISREPRESENTATION:

A. If any information provided by the tenant in the application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

39. BINDING OF HEIRS AND ASSIGNS:

A. All provisions, terms, and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

40. GOVERNING LAW:

A. This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of South Carolina.

41. PARAGRAPH HEADINGS:

A. Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

42. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addendums, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of South Carolina as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document.

By signing this 9-page Lease Agreement, the tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, rules and regulations of this Lease Agreement including any addendums and that he/she has received a copy.

Tenant Signature

Date

Landlord Signature

Date



ADDENDUM: PAYMENT POLICY

Landlord: Dalton Ridge Apartment
Tenant: TENANT NAME

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

- Monthly rental payments are due the first (1st) of every month, payable through the fifth (5th) of the month, whether the fifth (5th) is a Saturday, Sunday, or Holiday.
- The sixth (6th) of the month a twenty percent (20%) late charge will be added.
- The leasing office will ONLY accept cash payments! All other types of payments are to be made online through the tenant portal by going to daltonridgeapts.com or setup automatically bank draft with the leasing office.
- Payments are to be made online through the tenant portal via ACH/E-Check from your bank account, which is free of charge. If using a credit or debit card, there is a 2.75% per transaction amount plus a convenience fee of \$2.00. (Example using a card – rent amount \$600.00 x 2.75 = 16.50 plus the convenience fee \$2.00 = 18.50; your total would be \$618.50.) (Fees subject to change without notice.)
- If you have a bounce-back (sufficient funds or entered the wrong account number), that fee is now \$25.

- **This is your only notice regarding a late payment you will receive.**
- Rental payments paid late one time within 12 months creates a default of the lease agreement for non-renewal of the lease agreement.
- **Eviction can be filed on the 6th of the month for non-payment, and if an eviction is filed against you, there is an additional \$150 for legal/administration fees, plus late fees and collection fees.**
- Once an eviction has been filed with Lancaster County Central Magistrate Court, it will be carried out.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, collection fees, and other charges in accordance with state and local regulations.

Tenant Signature

Date

Landlord Signature

Date

ADDENDUM: CRIME-FREE/DRUG-FREE HOUSING

Landlord: Dalton Ridge Apartment
Tenant: TENANT NAME

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, Landlord and Tenant agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use, or possession with intent to manufacture, sell, distribute, store, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] or possession of drug paraphernalia.
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, his agents or tenants.
3. Resident or members of the household will not permit the dwelling to be used for illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
6. Cause for immediate termination of tenancy: Violation of any of the above provisions shall be a material violation of the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law and shall not require criminal conviction. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the premises.

The Tenant understands that violation of this Addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards the eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with state and local regulations.

Tenant Signature

Date

Landlord Signature

Date

ADDENDUM: RENTER'S INSURANCE

Landlord: Dalton Ridge Apartment
Tenant: TENANT NAME

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

Tenant/s understand and agree that tenant's personal property is not insured by the Dalton Ridge Apartments, Owners or Agent. Generally, except under special circumstances, the Landlord is not legally responsible for losses to the Tenant's personal property or for Tenant's personal liability, and Owner's insurance will not cover such losses or damages. Tenant agrees to save and hold Landlord harmless from any claim for damages to Tenant's personal property arising from any cause, including leakage from breaking plumbing, roofs, weather, unreported mold, or any other water damage.

Tenant/s agrees to indemnify Dalton Ridge Apartments, Owners or Agent for liability arising from personal injuries or property damage caused by or permitted by Tenant(s), their guests and invitees. This includes injuries incurred in or around obvious areas of maintenance, repair or construction.

Tenant/s understands that the following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, tenant could be held responsible for:

- The Tenant's Guest injures himself or herself in rental unit.
- A friend is injured while helping the Tenant move his/her furniture.
- Tenant's defective electrical extension cord or burning pan starts a fire.
- A burglar (or ex-boyfriend) breaks Tenant's front door lock and steals valuable personal property.
- Due to heavy storms, water enters the unit damages tenant's personal property.

If damages or injury to the Landlord's property is caused by Tenant or Tenant's guest, the Landlord's insurance company may have the right to sue the Tenant to recover payments made to the Landlord. This is referred to as "subrogation". In other words, after an insurance company has paid an Owner for damages you caused, the company may go after you for the full amount of money paid out. At the very least, you will be expected to pay the Owner's deductible on his insurance policy.

Landlord advises Tenant/s to procure a renter's insurance policy for protection against personal property losses and liability claims. Landlord does not recommend any particular company. The cost of Tenant's insurance is reasonable considering the peace of mind, protection and financial security that insurance provides.

Tenant/s agree to purchase and maintain a renter's insurance policy for the entire term of the tenancy, including providing Landlord written copy or proof.

The Tenant/s understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with state and local regulations.

Tenant Signature

Date

Landlord Signature

Date



ADDENDUM: KEYS

Landlord: Dalton Ridge Apartment
Tenant: TENANT NAME

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

- I hereby acknowledge receiving two (2) door keys and one (1) mailbox key to the said apartment.
- I understand that if I lose a key that the charge to replace, it will be \$20.00 per key.
- Should the locks have to be re-keyed, the cost is \$40.00 per lock – mailbox re-keying is \$50.00.
- **Tenants are not allowed** to add locks, change, or any way alter locks installed on the doors of the apartment.
- **Lockouts** – should tenant lock themselves out, there will be a \$40.00 charge to open your door; photo ID required to open door – if a person is NOT registered with leasing office, then that person will NOT be allowed in the unit.

ACKNOWLEDGE RECEIVING KEYS

Tenant Signature

Date

Landlord Signature

Date



ADDENDUM: SECURITY DEPOSIT

Landlord: Dalton Ridge Apartment
Tenant: TENANT NAME

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

Tenant understands and agrees that to be entitled to the full return of Tenant's security deposit upon vacating the apartment; the Tenant must do the following:

Fulfill Lease Agreement: Tenant must fulfill the entire Lease Agreement.

Nonfulfillment: Tenant forfeits security deposit and must pay forty percent (40%) of the market rate for each month that remains unfulfilled and pay all monies for any specials received.

Give proper notice to vacate: Tenant must give a written 30-day notice to vacate before the lease term ends; 60-day notice if terminating lease early, as required in the lease agreement.

Pay all rent due: Tenant must pay all rent and other charges, fees, late fees, and amounts due and owe to Landlord by the date of move-out. Paying any late for any payment made after the fifth (5th) of any month.

Leave apartment with no damage: The apartment must have no damage beyond ordinary wear and tear. Ordinary wear is any kind of damage or deterioration to the apartment, fixtures, carpet, linoleum, tiles, walls, windows, blinds, or appliances that naturally occurs over the useful life of the item, but was not caused by excessive or unreasonable use and treatment by the Tenants and occupants. Ordinary wear and tear does not include damage caused by Tenant's negligence, misuse, or abuse of the apartment.

Leave forward forwarding address: Tenant must leave Landlord a forwarding address for any necessary correspondence.

Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

Tenant Signature

Date

Landlord Signature

Date

ADDENDUM: Move-Out Charge List

Landlord: Dalton Ridge Apartment
Tenant: Tenant Name

Leased Premises: 500-X Dalton Ridge Dr
 Lancaster, SC 29720

Below is a list of estimated charges of assorted items or jobs that may sometimes be required after a residence is vacated. All charges are including labor and any parts or materials required. Tenants are not responsible for normal wear and tear, although excessive wear and tear and neglect may incur charges.

Aerator for sink	\$2	Doorknob (Interior)	\$25
Air grill for return air	\$50	Door replacement (Exterior)	\$350
Animal odor elimination	\$150	Door replacement (Interior)	\$100
Appliances cleaning (each)	\$40	Door stops	\$5
Appliance bulb	\$5	Drywall repair (Per Area)	\$75 – \$150
Baseboard & molding (foot)	\$8	Faucet replace	\$100
Cabinet door	\$45	Garage disposal	\$150
Cabinet drawer	\$45	Light bulb (60 watt) (each)	\$8
Cabinet knobs (each)	\$10	Light bulb (Recessed – each)	\$15
Carpet (per square yard)	\$15	Light switch plate cover	\$1
Carpet professionally clean	\$95	Light switch plate double	\$2
Carpet deodorize	\$60	Light globe 6"	\$10
Ceiling fan	\$85	Light globe 8"	\$12
Ceiling fan globes	\$15	Light globe 10"	\$16
Ceiling light fixture	\$40 – \$100	Light globe ½ moon	\$20
Clean unit (general cleaning)	\$200	Light lens 4'	\$50
Countertop	\$300 – \$600	Light lens (Ranger hood)	\$25
Dishwasher replacement	\$400	Lockset (Front/Back)	\$125
Dishwasher rack	\$40	Mirror (Bath wall)	\$75
Dishwasher sprayer arm	\$50	Pest control – fleas	\$150
Dishwasher silverware basket	\$20	Pest control – roaches, rodents, etc.	\$200
Doorbell button	\$10	Phone jack	\$5
Doorbell chime	\$40	Range bake element	\$65

Range coil element (each)	\$15	Toilet handle	\$5
Range Drip-Bowls (each)	\$10	Toilet paper holder	\$10
Range hood	\$75	Toilet replacement	\$200
Refrigerator handles	\$65	Toilet seat	\$15
Refrigerator shelf (each)	\$40	Toilet tank lid	\$50
Receptacle cover	\$2	Towel bar	\$12
Screen repair	\$15	Trash & debris removal	\$150
Screen replace (w/frame)	\$45	Tub repair	\$200
Shower head	\$10	Vanity sink countertop	\$250
Show rod	\$15	Vinyl (per square yard)	\$18
Sink pop-up stopper	\$5	Wall – graffiti (Per Spot)	\$40
Sink sprayer	\$10	Wall – Paint over colors (Per room)	\$60
Smoke detector	\$15	Wall – remove wallpaper	\$150
Storm door	\$350	Wall – remove stickers (per sticker)	\$15
Storm door closer	\$20	Paint over graffiti (Per Spot)	\$40
Storm door handle	\$50 – \$100	Window replacement (up to)	\$300

Tenants hereby acknowledge that they have read this 2-page Addendum, understand and agree to all parts of this document, and have received a copy.

 Tenant Signature

 Date

 Landlord Signature

 Date



ADDENDUM: Move Out Cleaning Instructions

Landlord: Dalton Ridge Apartment
Tenant: Tenant Name

Leased Premises: 500-X Dalton Ridge Dr
Lancaster, SC 29720

There exists an area of misunderstanding that sometimes creates conflict. This area is the interpretation of the cleanliness of a rental unit at the time of vacating. Your Properly Condition report will be the basis of the inspection when you vacate your unit. Remember, the unit must be as clean as when you moved in or cleaner.

GENERAL – If you have glued paper, plastic, or vinyl on the walls or windows, you may need acetone to remove the glue. Nail holes in the wall should NOT be filled. If the wrong plaster or spackle is used, the wall may require painting, and the Tenant will be charged. Special attention should be given to cleaning areas not normally viewed by some, such as cupboards, closets, blinds, and ceilings.

EVERYTHING – which you have put up must come down.

BLINDS – All blinds are to be cleaned and in working order. Clean or replace all blinds.

WALLS, DOORS & WOODWORKING – Scrub all doors, woodwork, electric & light switches covers with cleaner and water. All should be free of dust and cobwebs.

WINDOWS – Clean all window seals with cleaner and water - tracks should be free of all dirt, etc. Clean glass with a window cleaner.

CLOSETS – clean the shelves and hanger rods with cleaner and water.

CEILINGS – Remove all cobwebs from ceilings. Remove light globes, replace burned-out light bulbs, clean globes, fixtures, and ceiling fans; replace clean globes.

BATHROOM – Clean toilets, sink, and tub with scouring powder and rinse thoroughly. Remove hard water and soap build-up. (Special hard water cleaning agents may be needed around faucets and spigots or on shower walls.)

KITCHEN – Scrub counter, cupboards (inside and out), drawers, and shelves. Extra Work may be needed on walls, around the stove, and refrigerator. Pull out appliances from the wall to clean underneath, sides, and behind.

STOVE – Shut off electric current to the stove. Remove racks and pans inside of the oven, and remove burners from the top. Clean thoroughly inside and out. Use an oven cleaner on the inside of the oven. Pull out the stove and clean both sides. Clean under burner pans and replace them with new pans as needed. Reassemble, turn the electricity back on and check to see that all burners and oven are operational.

REFRIGERATOR – Move away from the wall and unplug. Take out racks, food drawers, etc. and clean thoroughly. Reassemble. Clean exterior with cleaner and water. When complete, plug back in and turn on low. **DO NOT** leave refrigerator off--this will cause mold to grow. If mold does grow as a result of leaving the refrigerator off, the Tenant will be responsible for the cost of re-cleaning.

HOT WATER TANK – Wipe completely down, making sure it is free of dust.

FLOORS – Bathroom, kitchen, laundry, and entry floors will need to be scrubbed with cleaner and water.

CARPETS – The carpets will be cleaned professionally through Management, and the cost will be deducted from the deposit if Tenant is due a deposit back; if not, the Tenant will be fully responsible for the cost.

Remember, the unit must be as clean as when you moved in or cleaner.

In the event the premise is returned in condition poor enough to require a cleaning service, or in the case of an authorized or unauthorized pet residing at the premises during the term of this lease, a cleaning fee of \$350.00 is to be paid by Tenant. This fee represents the usual cost of cleaning preparation for re-occupancy. The Landlord will waive this fee if returned in as good condition as received at the commencement of this lease. **This fee does not account for damages only for cleaning!**

The foregoing shall not release Tenant from any responsibilities or obligations regarding damages to the apartment. Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

Tenant Signature

Date

Landlord Signature

Date

