

RESIDENTIAL RENTAL AGREEMENT

This Rental Agreement made at _____, South Carolina, this ____ day of _____, 20____,

between _____(hereinafter

called "TENANT"), and **SLOANE REALTY**. (hereinafter called "LANDLORD"),shall provide as follows:

THE [X] LANDLORD [] TENANT IS LICENSED UNDER LAWS OF S. CAROLINA AS A REAL ESTATE LICENSEE.

- 1. LANDLORD TENANT ACT:** This Rental Agreement is governed by the S. Carolina Residential Landlord & Tenant Act.
- 2. LOCATION:** The Landlord hereby rents to Tenant and Tenant hereby rents from the Landlord a parcel of property located in the County of CHARLESTON, State of South Carolina, which parcel of land with improvements will constitute the Premises. Said parcel of land is more particularly described as follows:

Tax # _____ Subdivision: _____

With the following exceptions: _____

- 3. TERMS:** This Rental Agreement shall commence on the ____ day of _____, 20____, and end on the ____ day of _____, 20____ at 12:00 PM. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver possession of the Premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

If Tenant remains in possession without the Landlord's consent after the expiration of the term of the Rental Agreement, or its termination, Tenant will be responsible to pay Two (2) times the daily rate listed in Paragraph 4 for each day until possession is relinquished to the Landlord.

- 4. RENT:** Tenant agrees to pay Landlord a total rent of \$_____. Said rent shall be payable in monthly installments of \$_____, on or before the **first (1st) day of every month** during said term. The rent is payable to **SLOANE REALTY** at **1982 MAYBANK HWY, CHARLESTON SC 29412** or as Tenant may be advised from time to time in writing. Where the term of the Rental Agreement commences or terminates on a day other than the first (1st) day of the month, Tenant shall pay rent unto the Landlord in the amount of \$_____per day.

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

Tenant further understands that if there are any outstanding charges on Tenant's account with Landlord, any monies received will be applied to the oldest outstanding charges first.

- 5. LATE FEES:** Tenant further agrees to pay a late fee of **TEN PERCENT (10%) OF UNPAID BALANCE** if rent is paid after the **5th** of each the month. An additional late fee of **SEVENTY-FIVE DOLLARS (\$75.00)** shall be owed if received after the **15th** of each month.

6. **OCCUPANTS:** Only persons designated in the Rental Agreement or as further modified or agreed to in writing by

Landlord shall reside in the Premises. In no event shall more than _____ persons be allowed to occupy said Premises. For purposes of this Rental Agreement the designated occupants are as listed below:

Any changes to the occupants named, must have written Landlord approval and Tenant will be assessed a TWO HUNDRED DOLLARS (\$200.00) administration fee plus any applicable application fees. Departing occupant is not released from Rental Agreement responsibilities without written approval of the Landlord.

SUBLEASE: Tenant shall not assign or sublet said Premises, or any thereof without written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the Premises for more than 7 days.

7. **RENTAL APPLICATION:** Tenant acknowledges that the Landlord has relied upon the rental application as an inducement for entering into this rental agreement, and Tenant warrants to the Landlord that the facts stated in the rental application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from Tenant any damages including reasonable attorney fees resulting there from.

8. **RETURNED CHECKS:** Tenant agrees to pay THIRTY FIVE DOLLARS (\$35.00) for each dishonored check for bookkeeping costs and handling charges, **plus late charges if the check is not made good before the FIFTH (5TH) day after the original rent due date.** All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check, or money order. If any check for the security deposit or first month's rent is returned for insufficient funds or stop payment, Landlord may declare this Rental Agreement void and immediately terminated. **PAYMENT FOR EACH DISHONORED CHECK AND FEES MUST BE WITHIN FIVE (5) DAYS OF NOTIFICATION BY CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER.**

9. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of \$_____ to be held as security for the full and faithful performance by Tenant of all terms and conditions herein, it being understood and agreed to that no part of this security deposit is to be applied to any rent which may become due under this Rental Agreement.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice to Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by Tenant, whichever is later. Tenant shall provide the Landlord in writing with a forwarding address or new address to which written notice and amount due from the Landlord may be sent.

If Tenant fails to provide the Landlord with the forwarding or new address; Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to Tenant's last known address. In the event security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from Landlord.

10. **TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.**

11. **ESSENTIAL SERVICES:** Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat except where the building that includes the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

12. INVENTORY AND APPLIANCES: Any furnishings to be furnished by Landlord shall be set out in a separate inventory addendum. The inventory addendum shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Rental Agreement. The following appliances or equipment present in the Premises are

specifically included by this Rental Agreement as being deemed to be supplied by the Landlord: stove, disposal refrigerator dishwasher washer dryer microwave other: _____

Following appliances or equipment are on the premise for the **convenience of Tenant but shall not be maintained** nor replaced by the Landlord: washer dryer _____ _____

KEYS: Landlord shall provide to Tenant, and Tenant shall return same upon termination of possession.

pool tags/keys community/gate/common area keys keys for mailbox keys to unit (including deadbolt, storage areas garage door openers #_____ other _____.

If Tenant does not return all keys, Landlord has the right to replace the keys or re-key locks at Tenant expense.

13. RENTAL AGREEMENT TERMINATION: Either party may terminate this Rental Agreement at the end of the initial term with thirty (30) days written notice as defined in Paragraph 15.

14. RENTAL RATE AND TERM ADJUSTMENT: On and after the expiration of the initial term of this Rental Agreement, the Landlord, at Landlord's discretion, may alter the rental rate or other terms and conditions in effect provided only that written notice of such alteration is delivered at least forty-five (45) days prior to the effective date of alteration.

15. DEFINITION OF "THIRTY (30) DAYS NOTICE": Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of Rental Agreement is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

16. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except: _____ which will be paid by Landlord. In the event of Tenant's default on payment of utilities, Landlord may pay and charge Tenant together with any penalties, charges, damages and interest. Tenant shall be liable for any damages and inspections required by local authorities/utility companies due to Tenant's failure to obtain service by the start date of this Rental Agreement or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to the Premises during the term of the Rental Agreement.

17. TENANT RESPONSIBILITIES:

- a. Tenant agrees to keep the Rental Agreement Premises safe and clean. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials.
- b. Tenant shall report to Landlord any malfunction of or damage to any electrical, plumbing, HVAC systems and any occurrence known or that reasonably should be known to Tenant that **may** cause damage to the property.
- c. Tenant shall pay for the cost of all repairs made necessary by negligence or careless use of the Premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant, any member of Tenant's family, guests or other person under Tenant's control. Tenant shall provide a police report and cooperate with the police and/or testify for any loss resulting from theft, malicious mischief or vandalism; as evidence that the damage is not by Tenant and their guests.
- d. **Routine Maintenance:** Tenant shall be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant, and shall replace any burned out light bulbs. It is specifically understood that Tenant shall, at Tenant's expense; keep sinks lavatories, and commodes open, and **shall report any water leaks to Landlord immediately.**

- e. **Equipment/Furniture:** Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord. Tenant agrees that any damage caused by these items, even with Landlord permission, is the sole responsibility of Tenant. **No indoor furniture is allowed on any porches, patios or decks of the Premises.**
- f. **HVAC System:** Tenant is responsible for changing HVAC filters as needed and will be responsible for HVAC servicing fees if any excessively dirty filter is found at any time. Tenant will also be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.
- g. **Landscaping and Yard Maintenance:** [] Tenant [] Landlord is responsible for yard maintenance which shall include but is not limited to mowing and watering the lawn, keeping any planting beds free of weeds, replace mulch as needed, trimming shrubs and trees, and keeping the Premises free from debris and fire ants. Tenant further agrees to cut the yard at least two (2) times per month during the spring and summer months and at least one (1) time per month during the fall and winter months or as needed. Tenant further agrees to remove fallen limbs and rake and bag leaves as necessary. Tenant further agrees that if Landlord is required to notify Tenant on more than Two (2) occasions of Tenant's responsibilities, Landlord may, at their discretion, assume yard maintenance as additional rent at a cost of \$_____ per month.
- h. **Smoke Detectors:** Tenant acknowledges that Premises is equipped with smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check smoke detectors every thirty (30) days and notify Landlord immediately if smoke detectors are not functioning properly. Tenant shall maintain batteries in smoke detectors as needed. Tenant acknowledges receipt of instructions of smoke detector operation. See Addendum.
- i. **Pest Control:** Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that the Premises have no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant.
- j. **Adverse Weather:** Tenant acknowledges responsibility to mitigate damage caused by severe weather. In the case of a Hurricane or Named Storm or the threat of a Hurricane or Named Storm, Tenant is to remove all non-secured items that are on the exterior of the Premises so that they do not cause damage. Tenant agrees that if they evacuate they will provide the Landlord with contact information. **If the temperature outside falls below 32 degrees, Tenant is responsible for protecting the Premises by taking steps to reduce the likelihood of frozen pipes including but not limited to irrigation system.**
- k. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems and mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. See Addendum.

18. RULES AND REGULATIONS: Tenant, or any member of Tenant's family, guest, or other person under Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants and neighbors' peaceful enjoyment of the Premises. Tenant, or any member of Tenant's family, guest or other person under Tenant's control, shall not engage in or facilitate criminal or drug activities. **Any such violation constitutes a substantial violation of the Rental Agreement and a material noncompliance with the Rental Agreement and is grounds for termination of tenancy and eviction from the Premises.**

- a. **Alterations:** No repairs, alterations or changes in or to said Premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and it shall be the responsibility of Tenant for the cost of restoring said Premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said Premises shall become property of the Landlord.
- b. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord.

c. NO SMOKING IS ALLOWED IN THE PREMISES

- d.** The Premises, common elements and limited common elements, are subject to applicable rules, regulations, covenants/restrictions either posted by the Landlord or any Homeowner Association or Municipal Ordinance and Tenant agrees to observe faithfully all those rules and regulations that are currently in effect or may be adopted. **ANY FINES, FEES OR CHARGES DUE TO VIOLATIONS SHALL BE PAID BY TENANT.**
- e.** No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.
- f.** Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Premises, without the Landlord's written permission. Any unauthorized vehicle may be removed by Landlord and Tenant shall be responsible for all charges and Tenant shall have no right or recourse against Landlord thereafter. Tenant shall be responsible for any damage to the Premises due to the parking, driving or storage of any vehicles and/or trailers on yard or landscape.
- g.** No pets are allowed unless the "Pet Addendum" is attached to this Rental Agreement.

19. INSPECTIONS AND MOVE OUT PROCEDURES:

a. Move-In Inspection: Tenant acknowledges that Tenant is accepting the Premises in "As Is" condition with the exception of any repairs or modifications as required by law. Tenant acknowledges that Tenant has been provided a move-in inspection form to be completed and returned to Landlord within **FIVE (5)** days of possession or Tenant may be responsible for damages to the property based on the Landlord's findings.

b. Move-Out Inspection: It is agreed that the move-out inspection will be made within three (3) working days after Tenant has completely vacated the Premises and notified Landlord in writing. Said inspection will be conducted during normal business hours Monday through Friday. No Move-Out inspection will be made on holidays or weekends and utilities must be left on for this inspection. **Should Tenant fail to keep utilities on through the Move Out Inspection Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and a administrative fee of FIFTY DOLLARS (\$50.00).**

Tenant will be charged if a return visit by the Landlord is necessary due to Tenant not being completely moved out. Tenant has a right to be present during the inspection and Tenant's failure to appear shall constitute Tenant's agreement to accept the Landlord's report as conclusive and final. Tenant shall comply with Move Out Guidelines as provided by the Landlord upon notice to Terminate Rental Agreement.

IF THE PREMISES HAS NOT BEEN PROPERLY CLEANED AT THE TIME OF THE MOVE-OUT INSPECTION AND THE LANDLORD MUST HIRE A CLEANING SERVICE, CARPET CLEANING SERVICE OR A REPAIR COMPANY TO MAKE REPAIRS, AN ADDITIONAL TWO HUNDRED DOLLARS (\$200.00) ADMINISTRATION FEE SHALL BE LEVIED AGAINST TENANT IN ADDITION TO THE COSTS OF SAID REPAIRS AND/OR CLEANING.

20. INSURANCE: Tenant acknowledges that the Landlord does not carry insurance, nor is responsible, to cover Tenant's personal property or personal liability. Tenant is advised to obtain insurance to protect Tenant's interests. Tenant agrees to comply with the requirements of the Landlord's present or future insurance carriers and not to permit anything to be done at or within the Premises which shall cause cancellation of the Landlord's policy or increase in the current rate of insurance thereon. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord and that Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by Tenant.

21. INDEMNIFICATION: Tenant agrees to indemnify and hold Landlord and Owner harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Owner arising out of or related to: (1) Tenant's failure to fulfill any condition of this Rental Agreement; (2) any damage or injury happening in or to Property or to any improvements there on as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Premises to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Owner); (5) failure to maintain or repair equipment or fixtures, where Landlord and/or Owner use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Agent with respect to any of the above-referenced matters. In addition to the above, Tenant

agrees to hold Landlord harmless from and against Owner of the Property for not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this Rental Agreement.

22. RIGHT TO ACCESS: Tenant shall not unreasonably withhold consent to the Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, prospective tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the Premises without consent of Tenant:

- a. At any time in case of emergency including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- b. Between the hours of 9:00am and 6:00pm for the purpose of providing regularly scheduled periodic services such as changing furnace or air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
- c. Between the hours of 8:00am and 8:00pm for the purpose of providing services requested by Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass Tenant. Except for section 22(a), 22(b), and 22(c), the Landlord shall give Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times. The Landlord has no other right of access except; pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless Tenant has abandoned or surrendered the Premises.

23. MILITARY CLAUSE: If Tenant is a member of the Armed Forces of the United States, stationed in the CHARLESTON area, and shall receive permanent change of station orders out of the CHARLESTON area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type of discharge from Armed Forces, unless due to conditions beyond the service member's control or acceptance of government quarters is not a permanent change of station and is not justification for Rental Agreement termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids and consideration or protection offered by this section.

24. DESTRUCTION OR DAMAGE TO PREMISES: If the Premises or Premises are damaged or destroyed by fire or casualty to extent that normal use and occupancy of the Premises is substantially impaired, Tenant may:

- a. Immediately vacate the Premises and notify the Landlord in writing within seven (7) days thereafter of Tenant's intention to terminate the Rental Agreement in which case the Rental Agreement terminates as of the date of vacating; or
- b. If continued occupancy is lawful, vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Premises.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold from Tenant's security deposit all damages incurred if the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, with proper accounting as required by law.

25. CONDEMNATION AND FORECLOSURE: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the Premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas or buildings shall belong exclusively to the Landlord. In the event substantially all of the Premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the Premises are a part (whether or not the Premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain and the remainder shall not in the opinion of the Landlord, constitute an economically feasible operating unit,

Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date. **If the Premises becomes subject to a foreclosure proceeding or tax sale, notice of said sale does not release Tenant from Tenant's obligations in this Rental Agreement nor does it authorize Tenant to withhold rent.**

26. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from the Premises for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the Premises. If Tenant abandons the Premises before the expiration of the Rental Agreement, it terminates as of the date of the new tenancy subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the Premises at a fair rental rate or if the Landlord accepts the abandonment as a surrender, the Rental Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When the Premises has been abandoned or the Rental Agreement has come to an end and Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property at the Premises with a fair-market value of \$500 or less, the Landlord may enter the Premises, using forcible entry if required and dispose of the property.

27. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by Tenant with the Rental Agreement other than nonpayment of rent or a noncompliance with Paragraphs 17 or 18 above, the Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days. The Rental Agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the Rental Agreement shall not terminate by reason of the breach.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by Tenant with the Rental Agreement or Paragraphs 17 or 18 above. If Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by Tenant with Paragraphs 17 or 18 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that Tenant remedy it within that period of time, the Landlord may enter the Premises and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by Tenant with Paragraphs 17 or 18 above materially affecting health and safety other than as set forth in the preceding paragraph, and Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that Tenant remedy within that period of time, the Landlord may terminate the Rental Agreement.

28. REMEDY AFTER TERMINATION: If the Rental Agreement is terminated for any cause, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the Rental Agreement, reasonable attorney's fees, collection costs, and court costs. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

29. EARLY TERMINATION WITH NOTICE: In the event Tenant terminates this contract prior to the conclusion of the terms in Paragraph 3 the following charges are to be paid to the Landlord to mitigate any damages suffered by the Landlord due to the early termination. Tenant agrees to pay all rent and late fees due to the Landlord for the period of time left on the Rental Agreement unless the Landlord has re-rented the Premises. Tenant further agrees to assume cost due the Landlord resulting from their efforts to locate a new Tenant or securing the Premises. Fees may include but are not limited to: advertising, leasing commissions, re-keying, and management costs owed by the Landlord due to securing a new Tenant plus cleaning or any other steps taken to return the unit to a marketable condition. Landlord and Tenant agree that these fees are not punitive in nature but are rather to be used to mitigate damages resulting from the early termination of the Rental Agreement by Tenant.

30. NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the Rental Agreement was made or at any place held out by Landlord as the place of receipt of the communication.

31. WAIVER: Tenant is considered to have waived violation of a Landlord's duty to maintain the Premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto.

32. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors, legal representatives, and assigns.

33. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said Premises and which may hereafter be placed on said Premises by Landlord. Tenant shall, upon request by Landlord, execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Tenant shall, upon request by Landlord, promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

34. JOINT RESPONSIBILITY: If more than one (1) Tenant executes this Rental Agreement, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

35. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Physical Address: SLOANE REALTY 1982 Maybank Hwy, Charleston SC 29412

Mailing Address: SLOANE REALTY PO Box 13223, CHARLESTON SC 29422

Phone Number: 843-795-4461 / 843-795-4484 Fax #: 843-795-1059 Email address: admin@SloaneTeamRealty.com

36. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely for the convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

37. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Rent Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures or initials (written or electronic) and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

38. MEGAN'S LAW: Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. Tenant agrees that Tenant has the sole responsibility to obtain any such information. Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

39. ENTIRE AGREEMENT. This Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this Rental Agreement shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS RENTAL AGREEMENT.**

40. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement

[] TENANT [] TENANT [] TENANT AND [] LANDLORD HAVE READ THIS PAGE. Page 8 of 9

and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

42. PROPERTY MANAGEMENT: Landlord is the authorized agent of OWNER for the purposes of managing Premises in accordance with a separate management agreement. Tenant agrees to communicate with Landlord on all issues relating to or arising out of this Rental Agreement. The termination of the management agreement shall not terminate this Rental Agreement.

43. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)

House Built _____

44. ADDITIONAL TERMS:

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE ADDRESS, EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

THE FOLLOWING ADDENDUMS ARE ATTACHED AND CONSIDER A PART OF THIS RENTAL AGREEMENT AND SUPERCEDE ANY PORTIONS OF THE RENTAL AGREEMENT IN CONFLICT WITH THE ADDENDUMS TERMS:

- 1. Inspection Sheet 2. Lead Based Paint Disclosure 3. Smoke Detector 4. Drug Free Premises
- 5. Payment Schedule 6. Mold and Mildew 7. Maintenance Addendum 8. _____ 9. _____

TENANT 1 _____
 Phone _____
 Email _____
 Date : _____

TENANT 2 _____
 Phone _____
 Email _____
 Date : _____

TENANT 3 _____
 Phone _____
 Email _____
 Date : _____

TENANT 4 _____
 Phone _____
 Email _____
 Date : _____

LANDLORD: _____

Date : _____

**SLOANE REALTY
P.O. BOX 13223
CHARLESTON, SC 29422**

This form must be filled out WITHIN FIVE (5) DAYS of your move in and a copy returned to Sloane Realty. This information will be used when you move out to confirm the condition of the property when you moved in. If you do not fill out and return the form, then we will consider the property was in PERFECT condition when you moved in. **ALL TENANTS ARE RESPONSIBLE FOR SIGNING THIS FORM PRIOR TO IT BEING RETURNED TO SLOANE REALTY**

PROPERTY ADDRESS _____

FOYER

LIVING ROOM

DINING ROOM

FAMILY ROOM

KITCHEN

SLOANE REALTY SAMPLE

LAUNDRY ROOM

MASTER BEDROOM

BEDROOM

BEDROOM

BEDROOM

MASTER BATH

HALL BATH

SLOANE REALTY SAMPLE

EXTRA BATH

OTHER ROOM

SUNPORCH

DECK – FRONT

DECK – BACK

EXTERIOR SHED(S)

YARD

SLOANE REALTY SAMPLE

MISCELLANEOUS

ALL WINDOWS HAVE SCREENS EXCEPT

ITEMS YOU FEEL NEED TO BE FIXED

COMMENTS (if more room is needed please use back):

TENANT SIGNATURE: _____ DATE: _____

TENANT SIGNATURE: _____ DATE: _____

TENANT SIGNATURE: _____ DATE: _____

TENANT SIGNATURE: _____ DATE: _____

DATE RECEIVED BY SLOANE REALTY: _____



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS ADDENDUM FOR RESIDENTIAL
RENTAL AGREEMENT**

Property Address: _____

Lead Warning Statement

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)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

_____ (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 Date

Landlord Date

Tenant Date

Tenant Date

Agent Date

Agent Date

MAINTENANCE ADDENDUM

This Addendum is attached to and a part of a Rental Agreement dated _____ between

SLOANE REALTY as Landlord(s) and _____

_____ as Tenant(s) for the premises commonly known as

_____ (the "Rental Agreement").

Tenant agrees to follow the maintenance instructions, and understands they prevail unless they receive notification from Landlord and/or Landlord's Agent.

Call (843)795-4461, email admin@SloaneTeamRealty.com or use the form on www.SloaneTeamRealty.com to report maintenance requests.

- **For Emergencies**, Please review below information and if needed, leave a message with your complete information, details of the nature of the emergency, and access instructions.
- For a non-emergency, leave a message, Sloane Realty will return your call as soon as possible which could be the next business day.

Procedures for requesting maintenance:

1. **Before calling**, check to see if you can determine the cause of the problem you are experiencing, unless you have an emergency, such as those listed in paragraph 3. Read examples of various problems on the following page. Read these examples carefully.
2. **Determine** if it is an emergency or a non-emergency item.
3. **Emergencies**
 - There are FEW emergencies.
 - Definition of an emergency: A life threatening situation such as a fire, flood and/or uncontrollable water, electrical problem, smell of gas, etc.
 - Emergencies causing immediate danger such as fire call 911
 - Emergencies involving gas call the gas company and if necessary, 911
 - Emergencies involving IMMEDIATE electrical danger, call the utility service.
 - Emergencies such as backed up plumbing, flooding, call the Sloane Realty (843)795-4461. If you are unable to reach Sloane Realty call Charleston Water Service at 843-727-6800 to have the water turned off. Cleanup will be dealt with on a priority basis.
 - An emergency is NOT heat - this is a priority item and Sloane Realty will make it a priority with vendors to have the heat working as soon as is possible.
 - An emergency is not air-conditioning, non-working dishwasher, sprinklers, etc.
4. **If it is a non-emergency, please do the following:**
 - **After office hours:** call Sloane Realty, (843)795-4461 and be sure to leave a complete message with RETURN telephone numbers. Be sure to follow up during daytime hours in the event the voice mail system fails, or you fail to record your message.
 - Web or EMAIL notification of repair request:
 - You may use our website at www.SloaneTeamRealty.com to send a repair request
 - You can also email admin@SloaneTeamRealty.com with repair requests.
 - **During office hours:**
 - Call (843)795-4461 and inform the party answering the phone you are requesting maintenance. Do not ask for a specific party - this will slow the process of your request.
 - Explain your problem clearly and calmly, giving your name, telephone numbers and address. A Sloane Realty representative will complete a work order. Then Sloane Realty will assign a vendor to contact you. Sloane Realty does not give vendors keys to the residences. Vendors are required to make appointments with tenants. Sloane Realty will NOT release keys to vendors unless the tenant provides written (email) authorization.
 - Remember, this is a NON-EMERGENCY item and in most cases, the vendor will not be able to make an appointment immediately.

- Failure to show at an appointment can mean a charge to you. Therefore, be certain to call the office as soon as possible if you are unable to make the appointment.
- If you do not hear within 5 – 7 business days, call the office and inform a vendor has not contacted you. A staff member will contact the vendor to find out the cause of the delay, and then inform you when a vendor contact can be expected.
- After a repair has taken place, if you have problems, call Sloane Realty and state you had a recent repair but there is still a problem. **Recent repair means within the last 60 days and pest control work means within 30 days.** If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

Check the following, if appropriate, before calling:

1. **If the oven does not work**, check time-bake to be sure the settings on the unit are not preventing the oven from working. An oven set on time bake WILL NOT HEAT. An oven on time-bake can mean a charge to you.
2. **If the air-conditioner does not work**, check ALL circuit breakers. Often during hot weather or if a circuit breaker overloads, it will trip off the circuit breaker. A tripped circuit breaker is often difficult to see, and it could appear that it is not. Therefore, you must turn the breaker all the way off and then turned the break all the way on. If you do not turn the circuit breaker all the way off, it does not “reset” itself to correct the problem. If the air filter is clogged it can cause the air conditioner to freeze up which will require the filter to be changed and the unit turned off for at least 6 hours so that it can defrost. If the unit is frozen due to Tenant not changing the filter, the Tenant may be charged for the service call.
3. **If the garbage disposal does not work**, check underneath on the disposal unit and push the reset button. If something is stuck and the blades do not turn, try putting a broom handle down the disposal and give it a gentle twist, but do not exert extreme force. This can break the disposal loose, and then it will work. **Special note:** check that the garbage disposal is OFF before using these instructions. If this does not work, call Sloane Realty.
4. **If the electrical does not work in part of the house:**
 - Check for the GFI plug, which is usually located in the garage, patio, kitchen, or the bathroom.
 - Reset the GFI plug and most likely, it will restart the electrical.
 - Sometimes there is more than one GFI; it is a good idea to check around the house to be aware if an electrical problem should occur. There may not be GFI plugs in homes built before 1970.
5. **If the circuit breakers continually keep going off:**
 - Check all appliances to see if too many appliances are running such as irons, microware, toaster, curling iron, computers, printer, blow dryers, and more are causing an overload.
6. **If the smoke alarm does not work, check the following:**
 - First, check the batteries. If a new battery does not work, call in a work order. Tenants are responsible for the replacement of batteries. It is important to replace batteries and NOT disconnect the smoke alarm.
 - Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge.
 - Test your smoke alarms every thirty days. If the smoke alarm is not working, call Sloane Realty to place a work order **immediately**. Remember a smoke alarm is for safety, and it is very important to check it regularly to see if it is working
 - Do **not** disconnect or remove a smoke alarm.

Tenants are responsible for the following routine maintenance:

1. **Wood burning fireplace maintenance**
 - **Always be sure to open the damper before starting any fire.** If unfamiliar with how to do this, call Sloane Realty for help.
 - If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house.
 - Do not use soft woods in fireplaces such as pine, fir, and redwood because they cause a coating in the flue, which can cause fires. Use woods such as oak, almond, walnut, etc.
 - Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a fire.
 - Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.
 - Check to see if fireplace coals are cold before removing from the fireplace...
 - **Never** store hot or warm coals in a container, such as a garbage can, paper bag or any other container.
 - **Never** store the garbage can in the garage or against the house
 - Store any warm or hot coals **away** from any combustibles or the residence for at least two (2) days before disposing of them, and then check them again before disposing.
2. **Normal insect control**

- Tenants are required to do normal insect maintenance
 - When storing pesticides, be careful for the safety of children and animals at all times.
 - For Indoor insects, such as fleas, ants, spiders, silverfish, and more, do the following:
 - Insect foggers are the most reliable. Purchase them at grocery or garden stores.
 - To use: follow the instructions on the cans, cover all food and dishes, remove all adults, children and animals from the inside, and leave for approximately for four hours.
 - For outdoor Insects, such as ants, fleas, grasshoppers, and more:
 - Purchase granulized or liquid insect products at any garden supply store. It is very economical to buy and very effective.
 - Follow the directions on the package, apply around the perimeter of the house, and fence.
 - For spiders, use liquid premixed insecticide. Follow the directions on the package.
 - Purchase bait for snails, sow bugs, and slugs, and similar pest, bait at garden supply stores. Follow the directions on the package.
 - If the insect problem persists, call Sloane Realty.
- 3. For rodent control, observe the following:**
- If you have ordinary mice, you can purchase several common controls t at grocery or garden supply stores.
 - If you see rats or large rodents, contact Sloane Realty.
- 4. Landscape and watering:**
- Where indicated on your rental agreement maintain exterior landscape by mowing, trimming, weeding, fertilizing, and watering.
 - If there are sprinklers, monitor the level of water needed and if necessary, contact Sloane Realty for additional help or instruction.
 - If you have sprinklers or an irrigation system that is not working, call Sloane Realty.
 - Keep all landscape watered unless a Homeowner's Association controls it.
 - Pick up all pet droppings on the property, even if you do not have pets. If you have pets, keep them from causing damage.
 - If there is a pool, it is necessary to maintain the water level and report if there is a problem with maintaining the water level, as this may indicate a leak in the pool plumbing
- 5. Tenant required replacements:**
- Replace burned out light bulbs with the correct size, but do not use light bulbs in excess of 60 Watts.
 - Replacement of furnace and air-conditioning filters is a requirement:
 - Replace monthly if you smoke, or you have allowed someone to smoke in the property.
 - Replace at a MINIMUM every three months, and with the correct size. The filter size is on the side of the filter, and an arrow indicates the direction of the airflow.
 - Replace smoke alarm battery:
 - Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge. Do not remove a smoke alarm because it is not working or beeping. By doing so, you endanger all residents and guests and you could be liable for damages in the event of a fire.
 - If the smoke alarm is not working, replace the batteries. If new batteries still do not work, call Sloane Realty and place a work order immediately. Tenants are responsible for the replacement of batteries.
 - Test smoke alarms every thirty days and immediately report a non-working smoke alarm. A smoke alarm is for safety and it is very important to check it regularly to see if it is working.
 - Never remove or disconnect a smoke alarm – you can endanger everyone.
- 6. Properly dispose the following:**
- Toxic waste such as oil, antifreeze, batteries, and solvents
 - Place garbage in the proper receptacles provided and in accordance with city and/or county rules
 - Christmas trees
- 7. Candles**
- When using candles, do not leave candles burning when leaving a room or the residence. Check candles to see if properly extinguished.
- 8. Holiday decorations and lights**
- Hang lights and decorations properly and carefully.
 - Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.
 - Only use lights and decorations during holiday seasons; remove them immediately when the season ends.

9. Cleaning and maintenance of the property

- Kitchens
 - Keep food cleaned up at all times and clean oven/stove hood vents regularly.
 - Ovens
 - If you do not know the type of oven you have, call Sloane Realty for help.
 - Do not leave oven on and unattended when leaving the house at any time.
 - Do not allow grease build up – this can cause fires.
 - Continuous clean ovens
 - Clean regularly
 - If the oven is a continuous clean oven, do **not** use a commercial oven cleaner, such as “Easy Off.” This will only ruin a continuous clean oven.
 - For continuous clean ovens, turn on to 450 degrees and leave on for 2-3 hours. High heat helps the cleaning process. Then wipe out with a damp cloth after oven cools.
 - Do not leave oven on high heat for longer than 3 hours.
 - Regular ovens that are not continuous or self-cleaning:
 - Use a commercial oven cleaner, such as “Easy Off” and follow directions on the product.
 - On self-cleaning ovens
 - Follow the cleaning directions, usually located on the top of the stove/oven.
- Bathrooms
 - Prevent mildew and mold from accumulating.
 - If mildew and mold appear, use a product such as X-14 or Tilex to remove **immediately**.
 - Keep bathrooms properly ventilated to prevent mildew and mold from happening.
 - Use an exhaust fan or window, while taking showers and for an extended reasonable time afterward.
- Carpets and flooring
 - Maintenance and cleanliness of carpets and flooring are the responsibility of tenants during occupancy, when moving, and at their own expense.
 - Keep floors vacuumed.
 - Immediately clean up spills to prevent stains and damage.
 - Do not use wax on vinyl or tile.
 - Use only hardwood floor cleaners on hardwood floors.
 - Have carpets steam cleaned when appropriate; do not use home floor cleaning machines.
- Windows and window furnishings
 - Maintenance and cleanliness of windows and window furnishings are the tenant’s responsibility during occupancy, when moving, and at their own expense.
 - Do not wash drapes, **dry clean drapes only**.
 - Check curtains before washing to see if they are washable, if not, dry clean curtains.
 - Wipe all blinds with soft dry cloth or with products designed for the blinds.
 - Close windows against the elements of weather, when appropriate, to avoid damage to interior
 - Close doors and windows when leaving the residence.

It is the responsibility of all tenants to report all repairs/maintenance problems

- Tenants can incur financial damages if they fail to report maintenance problems.
- Report the following:
 - Any sign of mold in the property immediately
 - All toilet and faucet leaks and any plumbing backups
 - Electrical problems
 - Heating and air-conditioning problems
 - Inoperative smoke detectors
 - Faulty appliances supplied in property
 - Roof leaks
 - Broken windows and doors
 - Fence repair
 - Malfunctioning sprinklers
 - Any other necessary repairs or unsafe condition
 - Major pest control items such as bees, cockroaches, rats, termites or other major infestations

Tenants will be responsible for the following charges:

- if the Tenant fails to report necessary repairs
- If there is a service call and a breaker is tripped
- When oven is on time bake and is not defective
- When residents cause sewer stoppages/blockages
- If the tenant fails to meet a vendor at an assigned appointment and there is a vendor charge
- If the Tenant or Tenant's Guests or Invitees, cause damage to the property
- If the Tenant's pet causes damage to the property
- If the Tenant reports a repair which does not require service
- If the Tenant fails to replace battery for smoke detector or battery for remote door opener, and causes a service call for only battery replacement
- For replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing the cause of the problem showing forced entry by others.
- For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.

Tenants are NOT to do the following

- Do **NOT** wash draperies
- Do **NOT** perform electrical work (this does not include changing light bulbs or batteries).
- Do **NOT** mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.
- Do **NOT** perform repairs unless authorized by Sloane Realty or outlined in this guideline
- Do **NOT** deduct any unauthorized or pre-authorized maintenance expense from rent, unless authorized by Sloane Realty. If Sloane Realty authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

When you are ready to move, the following will be required:

- Cleaning:
 - Have the property clean throughout the interior and the exterior.
 - This also includes vinyl or tile floors, windows insides and out, window sills and door casings, mini-blinds, wiping out drawers and shelves, appliances, sinks, toilets, bath tubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside and out, etc.
 - Normal "wear and tear" is not a dirty property.
- Carpet Cleaning:
 - Carpet cleaning depends on time lived in the property for normal wear and tear, whether you have had pets, and also if the carpet cleaning exceeds normal wear and tear.
 - You will be charged 100% at all times, if you have had pets and/or you have soiled carpets exceeding normal wear and tear.
 - DO NOT rent machines, use home cleaning machines, or employ chemical cleaning companies. Only professional steam cleaning is accepted.
 - Call for a recommendation from Sloane Realty to receive reasonable rates on carpet cleaning.
 - If you hire another carpet cleaner, the carpet cleaner must guarantee their work to the satisfaction of Landlord and/or Landlord's Agent, and a receipt is required during the walk through inspection.
 - Tenants please note: Sloane Realty will not reimburse for any carpet cleaning contracted by tenants.
- Draperies:
 - Do not wash draperies.
 - You are not expected to dry clean draperies unless:
 - You have caused excessive soil or allowed water damage from open windows.
 - You have not been using the draperies provided and/or have not kept them in good condition
- Replace:
 - Light bulbs, filters, smoke detector batteries, doorstops; these items must be IN PLACE OR WORKING to avoid charges
 - Change the filter just before you vacate the property.

- Pest Control:
 - If you have a pet, leave an adequate supply of insect foggers. The minimum required is four (4) foggers. If you have three bedrooms, two baths, and 2-car garage home or larger, you must supply a minimum of six (6) foggers.
 - If you do not have a pet, you do not need to supply foggers unless you have not been exercising minimum insect control. If a property is found loaded with ants, spiders, cobwebs, etc., you can incur pest control charges.
 - All foggers must be left unopened and given to agent during walk through inspection. Sloane Realty will place and discharge them after the walk-through.
- Landscape
 - The outside area is to be neatly mowed, trimmed, pruned, fertilized, and watered for outside areas that apply in your rental contract. Remove all trash, debris, and grease.
 - Pick up any animal droppings whether you have an animal or not.
- Trash
 - If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away at your expense.
 - Place all other trash within the appropriate trash receptacles for normal trash removal.
- Painting
 - We request that you do not spackle, putty, or touch up paint unless sure the paint will match.
 - Charges can occur if unnecessary painting is required due to tenant painting.
 - Charges for painting depend on whether it exceeds normal wear and tear, and the length of time in the property.

ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The undersigned tenants understand and acknowledge receipt of the Sloane Realty Maintenance Instructions. The instructions are an Addendum to our Rental Agreement.

Landlord		Date		Tenant		Date



Sloane Realty LLC.
Property Management and Sales
1982 Maybank Hwy ~ Charleston, SC 29412
(843) 795-4461 ~ (843) 795-1059 (fax)
www.SloaneTeamRealty.com

This worksheet contains important information regarding your utilities.
Check your local directory for more information.

WATER:

Charleston Water System (CWS) - Telephone: (843) 727-6800 (no toll free number). Call them and they will do your application over the phone. There is a \$55-75 non-refundable charge. ****Ask if they handle your sewer at the same time.***

****Make sure you try to be at the house when the water is cut on. CWS will not turn on the water on if there is a running faucet in the house.**

St. Johns Water – Telephone: (843) 559-0186 (no toll free number)

SEWER: If the CWS does not handle your SEWER, you will need to contact:

James Island Public Service Dept. (JIPSD) - Telephone: (843) 795-9060 (no toll free number)

ELECTRICITY:

South Carolina Electric and Gas (SCE&G) - Telephone: (843) 554-7234 (800)251-7234. Call and give them 24 hour notice. As your move in date approaches, call SCE&G to coordinate with the current tenant cutoff date

Berkeley Electric Co-op – Telephone: (843) 572-5454

There is a \$150 deposit required. In the past they have accepted a letter of credit from your previous electric company. Make sure to ask if this policy still applies.

TELEPHONE:

AT&T - Telephone: (843) 780-2355 (Other Companies available, Please check)

****MAKE SURE SLOANE REALTY HAS YOUR NEW NUMBER****

CABLE TV: ComCast Cable Telephone: (843)554-4100 Knology - (843) 225-1000 They may service your area

Your new property address is: _____

Subdivision _____

Starting your utilities will go more smoothly if you have them started on _____ or whatever day the previous tenant has theirs turned off.

Current Tenant's name: _____

Tenant is responsible for all utilities: _____

PET ADDENDUM

This Addendum is attached to and a part of a Rental Agreement dated _____ between

SLOANE REALTY as Landlord and _____

_____ as Tenant for the premises commonly known as

_____ (the "Rental Agreement").

The Landlord or Landlord's Agent grants the undersigned Tenant permission to keep the following animal/pet(s) and will verify the following information when signing:

TYPE	BREED	NAME	SIZE/COLOR

The undersigned Tenant agrees to the following conditions:

1. \$ _____ paid by Tenant as a Non-Refundable Pet Fee. The Tenant fully understands any Pet Fee is NOT a pet deposit. The amount is a fee paid for the right to possess a pet on the property. In addition, the Tenant fully understands the Landlord can use any part of the Tenant's entire security deposit for any damage caused by their pet.
2. Tenant understands fully that at no time will Landlord or Landlord's Agent refund the Pet Fee or any part of the original security deposit prior to vacancy, even if Tenant removes the pet, or the pet vacates the property for any reason.
3. Tenant fully understands they will be responsible for professional carpet cleaning during and after vacancy due to the approval for having a pet on the premises and is to be at the tenants' expense. Tenant also agrees that they will have carpets tested for pet urine and treated by a professional carpet cleaning company upon move out. Documentation must be turned over to Landlord as proof of compliance. Tenant must obtain approval of the carpet cleaning company from the Landlord and/or Landlord's Agent.
4. Tenant fully understands they are responsible for pest control during and after vacancy, due to approval for having a pet on the premises, and the pest control is to be at the tenants' expense.
5. Tenant is to keep only the animals specifically listed above and CANNOT substitute any other animal/pet without permission of the Landlord or Landlord's Agent.
6. Tenant cannot "baby sit" or do any "care taking" of any animal, bird or pets of any nature, for another party on the premises for any friend, relative or acquaintance at any time.
7. Tenant agrees to keep their pets under control at all times and abide by the County or City codes pertaining to animals and Tenant agrees to keep their pet restrained when it is outside of the dwelling.

8. Landlord, and/or Landlord's Agent, will report any pet left unattended for twenty-four (24) hours or more, or whose health the Tenant's neglect, mistreatment, or their ability to care for the animal to the Animal Control authority or any other appropriate authority. The Landlord and/or Landlord's Agent deems such circumstances an emergency for the purposes of the Landlord's right to enter the Tenant's unit to allow such authority to remove the animal from the premises. The Landlord accepts no responsibility for any pet removed.
9. Tenant agrees to dispose of all pet feces properly and promptly, even if it is not from their pet.
10. Tenant agrees not to leave food for their pet or any other animal outside of the dwelling.
11. Tenant agrees to keep their pet from causing any annoyance or discomfort to others. Tenant will remedy immediately any complaints made through the Landlord or Landlord's Agent.
12. Tenant is not to allow their pet to give birth on the Premises.
13. Tenant agrees to pay immediately for any damage, loss, or expense caused by their pet.
14. Tenant guarantees to Landlord or Landlord's Agent the pet(s) listed above have received the appropriate vaccinations, required by governing agencies, including but not limited to, the County, City or State
15. Tenant agrees that Landlord or Landlord's Agent reserve the right to revoke permission to keep the pet should the Tenant break this agreement.
16. Tenant agrees to remove the pet if there is any incidence or report of violent behavior of the pets in this Addendum.
17. Tenant agrees to indemnify, defend and hold Landlord or Landlord's Agent harmless from and against all claims, actions, suits, judgments and demands brought by another party due to any activity or damage caused by the Tenant's pet.
18. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Landlord		Tenant		Date
		Tenant		Date
		Tenant		Date
		Tenant		Date