

## Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered on 10/31/2024, by and between Harpel Investments Property Management, LLC (hereinafter referred to as "Landlord" and/or HI Property Management) and Henry Lackey, David Ringler and Chase Cregger (hereinafter referred to as "Tenant").

Landlord is the fee manager of certain real property being, lying and situated in South Carolina, such real property having a street address of 1619 Heyward Street, Columbia, SC 29205 in Unit SFH (hereinafter referred to as the "Premises, Home or Dwelling Unit").

WHEREAS Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein; the parties hereto hereby agree as follows:

**1. LEASE TERM:** Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises to be used and occupied by said Tenant(s) as a residence, and for no other purposes, for a term of 24 months, such term beginning on 08/01/2025 and ending at 12 o'clock midnight on 07/31/2027. At that time the term becomes month to month until a new lease is signed. The month-to-month rate is \$2,850.00 plus \$200. **A written 60-day notice to vacate is required regardless of length of lease term & regardless of date tenant plans to vacate, even if last day of lease.**

**2. RENT:** Tenant agrees to pay rent in the amount of \$2,850.00 per month and accepts property "as is". All such payments shall be made to Landlord via RENTCafé Resident Portal or WIPS program. Rent is due on the **first** (1<sup>st</sup>) day of every month and considered late as of midnight on the start of the sixth (6<sup>th</sup>) day of the month.

**THIS IS YOUR NOTICE: If you do not pay your rent on time in the amount of \$2,850.00 within Five (5) days of the due date (which is the 1<sup>st</sup> day of every month), the Landlord can start to have you evicted. You will get no other notice.**

**3. LATE CHARGE:** In the event that ANY payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" equal to 10% of the monthly rental amount of \$2,850.00. If a payment is returned by the bank an Return Payment Fee will be applied to Tenants' ledger in the amount of \$35.

**4. SECURITY DEPOSIT:** Upon the due execution of this Agreement, Tenant has deposit with Landlord in the sum of \$2,700.00 receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Tenant understands and agrees that no part of this deposit is to be applied to any rent that may come due under this Rental Agreement while tenant still occupies the home.

### Conditions of Refund of Security Deposit:

- a. All terms and conditions of this rental agreement have been met, **including a written 60-day notice.**
- b. Upon vacating Premises, Tenant(s) has paid all amounts due.
- c. The residence shall be clean, and all trash and debris removed.
- d. The carpets shall be professionally cleaned and restored to its' original condition.
- e. All doors and windows shall be fastened and or locked.
- f. All keys shall be returned to Landlord as soon as the premises are vacated. **Rent is charged through the date the keys are returned to an agent of HI Property Management.**
- g. A forwarding address has been provided to Landlord in writing.
- h. Any cost associated with restoring the Premises to its' original condition or any unpaid fees shall be deducted from Security Deposit.

If the tenant fails to provide the Landlord with the forwarding address, then the Tenant is not entitled to damages under this subsection provided that the Landlord (1) had no notice of the Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event that the security deposit is not sufficient to pay all charges due, the Tenant shall pay said charges within Thirty (30) days after receiving notice from the Landlord or balance will be sent to collections.

**5. RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application hereto as an inducement for entering into this agreement; and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of the Tenants' 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 collect from the Tenant any damages,

including reasonable attorney/representation fees resulting therefrom. Tenant affirms that all people who will be living in the home have been included on the rental application. At any point in time, if a person moves into the home without being screened by the Landlord, the lease will be considered violated, and the Landlord shall have the right to terminate the lease.

**6. USE OF PREMISES:** Tenant shall use the rented space primarily as a residence. Tenant is permitted to have a home office, but may not conduct any business in which clients, vendors, employees, or other persons associated with the business come and go from the premises and/or park vehicles at the Premises. No unapproved persons or animals are allowed to reside at the property. Guests may not occupy the Premises for more than seven (7) days, and the Tenant will not assign, sublet, or transfer the Premises or any part thereof without the express written consent of HIPM. Violations of these stipulations are grounds for eviction.

**7. FAILING TO PAY FIRST MONTH'S RENT:** If you don't pay the first month's rent on or before the Lease Contract begins, we may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 16 (Early Move-Out; Reletting Charge) and 24 (Default by Resident) apply under this paragraph.

**8. TENANTS' OBLIGATIONS:** When you move into a home managed by HI Property Management, you'll find the home to be well maintained and in good, clean condition. We ask that you strive to maintain the home and keep it in good condition for the comfort and safety of you and your family and to protect and preserve the home.

Here are the responsibilities related to maintaining the Premises:

- Keep your personal property, the home, and premises in good, safe, and sanitary condition.
- Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- Ensure electrical, plumbing, heating, cooling, appliances, and other equipment are used as intended and kept in good working condition.
- Keep all windows, glass, window coverings, doors, locks, hardware, and railings throughout home in good, clean order and repair.
- Do not obstruct or cover the windows or doors.
- Do not leave windows or doors in an open position during any inclement weather (any damages will be responsibility of the tenant).
- Do not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony nor air dry any of same within any yard area or outdoor space.
- Do not permit any locks or hooks to be placed upon any door or window nor change any locks without the prior written consent of Landlord. Changing of locks without written permission will result in \$100 charge per lock to re-key.
- Ensure that garbage is removed from the home in a clean, sanitary manner. All trash is to be placed and secured in a trash bag and deposited INSIDE of the trash receptacles onsite. Large items are NOT to be deposited in or around trash receptacles (nor anywhere else on property), no exceptions! Tenant will be fined if this happens.
- Always keep smoke alarms and CO detectors in good working condition, and replace batteries as needed.
- Replace air conditioning and furnace filters on a quarterly basis.
- Maintain a temperature above 50 degrees Fahrenheit to prevent pipes from freezing. Maintain a temperature below 78 degrees to prevent mold from forming.
- All vehicles must have current tags and must be in working condition. Vehicles in violation will be towed at the owners' expense.
- No grills are allowed on patio or within 10 feet of building. Violators will be fined, and grills will have to be removed within 24 hours of notice.
- Report any defects, in writing via your Resident Portal through RentCafe immediately.

Tenant agrees to comply with the lease and the rules and regulations that the Landlord may adopt concerning the Tenants use and occupancy of the Premises. The Tenant or any member of Tenants' family, guest, or other person under the Tenants control, shall conduct themselves in a manner that will not disturb the peaceful enjoyment by surrounding tenants and neighbors. The Tenant (or any member of the Tenants' family; guests or other persons under the Tenant's control) shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the lease and a material noncompliance with the lease and is grounds for termination of tenancy and eviction from the premises. It is specifically understood that the Tenant will, at the Tenants expense, keep sinks, lavatories, and

commodities open, reporting any initial problems within Five (5) days of occupancy and repair any and all damages caused by tenancy, including replacing any burnt out lightbulbs, replace all broken windows, repair any damage to interior or exterior walls, equipment, electrical or plumbing fixtures, screens, doors, and other furnishings. Keep outside grounds free from unsightly objects and other debris. Tenant is required to pay for any service to heating system caused by Tenants' misuse and reimburse Landlord for any service calls made necessary by misuse of heating system or failure to change air filters. The tenant agrees to promptly report any repairs that need to be made to the property in writing through their resident portal. The Tenant agrees to report to the Landlord any malfunction of, or damage to, electrical, plumbing, HVAC systems, and smoke detectors; and any other occurrence that **may cause damage to the property**.

**Failure to report visible damage and/or maintenance issues to Landlord in writing via Resident Portal may result in repair costs being charged to the Tenant.**

**Tenant also agrees to 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 until their keys have been personally turned into an Agent with HI Property Management.**

Tenant agrees to be responsible for, and to make at the Tenants' expense, all routine maintenance, including but not limited to, stoppage of sewer due to misuse or broken water pipes/fixtures due to the neglect or carelessness of the Tenant. No repairs, alterations, or changes in or to said Premises (or to the fixtures or appliances contained therein) shall be made without prior written consent of the Landlord. If the Tenant makes any such unauthorized modifications, the cost of restoring said premises to its' original condition shall be the responsibility of the Tenant.

**NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY THE TENANT AT ANY TIME.**

All improvements made by the Tenant to Premises shall become the property of the Landlord. Locks/deadbolts shall not be changed without the expressed written permission of the Landlord. The tenant is directly responsible for any damages caused to the Premises by the Tenants' appliances and/or furniture.

**Winterizing:** In subfreezing (32 degrees Fahrenheit and below) weather, thermostat should be set no lower than 50 degrees, INCLUDING WHEN PREMISES ARE VACATED. Tenant(s) shall be responsible for any damages to Premises or adjoined premises due to lack of adequate heat to prevent frozen or busted pipes, or any other cold weather-related damage.

Tenant is responsible for changing HVAC filters on a quarterly basis, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries, and other minor housekeeping repairs. Tenant will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

Tenant(s) agree they accept the home/apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. Tenant agrees to have on Premises a working fire extinguisher.

**9. RESIDENT REWARDS PROGRAM:** Tenant(s) agree to Landlords' Resident Rewards Program fully presented to Tenant prior to executing this Agreement and agrees to pay their portion of the cost during their occupancy of the Property. Tenant agrees to hold Landlord harmless should any outside third-party service provider in the Resident Rewards Program fail to perform on services they help underwrite in this program. Tenant acknowledges receipt of said list of rewards (and costs) prior to executing this Agreement. Tenant(s) give permission to Landlord to collect from (and report to) credit reporting services before, during and after occupancy until all amounts due to Landlord have been paid in full.

**10. RENTERS INSURANCE:** HI Property Management is providing the Resident Rewards Program to all tenants. The included insurance coverage is a \$100k liability only policy held under HI Property Management as a Master Policy and applied to each home/tenant under management.

The 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 of either thereof) caused by fire or other hazards ordinarily covered by fire 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 of a contribution cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

**11. INDEMNIFICATION:** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenants' family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure, equipment or personal property of the Tenant or structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**12. PEST CONTROL:** The Tenant shall report any pest problems (including rats or mice) within seven (7) days of possession. The Tenant's failure to identify any pest infestation within said seven (7) days shall constitute the Tenants' agreement that the premises do not have infestations of any kind. The 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 the Tenant. Tenant(s) are required to secure an extermination company within 24 hours of identifying a pest problem and must contact the Landlord immediately. The Landlord reserves the right to hire another exterminator if the exterminator the Tenants hire does not complete the extermination in a satisfactory way. The Residents must pay for any property damages as a result of the infestation.

**13. ASSIGNMENT AND SUB-LETTING:** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

**14. LEAD-BASED PAINT DISCLOSURE:** See Lead-Based Paint Disclosure Addendum attached (only applies to properties built before 1978).

**15. NON-DELIVERY OF POSSESSION:** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

**16. EARLY MOVE-OUT/RELETTING CHARGE:** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ .00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- 1) Fail to give written move-out notice as required in paragraph 1 (Lease Term) or any other applicable law; or
- 2) Move out without paying rent in full for the entire lease term or renewal period; or
- 3) Move out at our demand because of your default; or
- 4) Are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a release.** The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expenses in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing the premises, utilities for showing, checking prospects and office overhead. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting or unreturned keys; or any other sums due.

**17. PROHIBITED CONDUCT:** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Premises; disrupting our business operations; criminal activity of any kind, including, but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the home; displaying or possessing a gun, knife, or other weapon in the common area of a community or exterior of a home in a way that may alarm others; storing anything

in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Premises; or injuring our reputation by making bad faith allegations against us to others.

**18. UTILITIES:** Tenant agrees to pay for all utilities and services without exception. **Tenant will transfer electric service into their name effective the lease start date. Failure to do so is a violation of this lease and is grounds for eviction. Electric service must be left on in the tenants' name for the duration of the lease term.** Failure to have utilities in your name from date tenancy begins and throughout entire tenancy, Tenant will be required to pay the total of bill for tenants' usage plus a violation fee of \$50 for each bill received where it is not in the Tenant's name. Water & sewer will be billed to Tenant from Landlord at a rate of \$35 per person/per month for the entirety of Tenants' occupancy.

**19. FIREPLACES:** The fireplace in the home (if applicable) is for decoration only. There is to be absolutely no wood burning in the fireplace. If written approval is given to Tenant to use the Fireplace it will be Tenant responsibility to maintain Fireplace during tenancy should maintenance be needed, including but not limited to, the pilot light needing lit.

**20. DESTRUCTION TO PREMISES:** In the event the Premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired AND once Management has confirmed home is indeed uninhabitable or a city official deems the home uninhabitable; the tenant may:

- Immediately vacate the Premises and notify the Landlord in writing within seven (7) days thereafter of the Tenants' intention to terminate this Rental Agreement, in which case the Rental Agreement will terminate as of the date of the tenant vacating.

**OR**

- If continued occupancy is lawful, but a city official or Landlord has deemed part of the dwelling unit unusable due to the fire or casualty, Tenant may vacate this section of the home, and the Tenants' liability for rent is reduced in proportion to the diminution in the fair market rental value of the dwelling unit. The determination of the habitability of the home is to be deemed by a licensed professional, the Landlord or a city official.

If the Rental Agreement is terminated, the Landlord shall return the security deposit to the Tenant with proper accounting in the timeline as required by law. Accounting for rent in the event of termination or apportionment will be made as of the date when Landlord was notified. **The Landlord shall withhold the Tenants' security deposit if the fire or casualty was due to the Tenants' negligence or otherwise caused by the Tenant, with proper accounting as required by law.**

**21. RIGHT OF ACCESS:** Tenant agrees to permit the Landlord or Landlord's agents to enter said Premises at reasonable hours for the purpose of making inspections and repairs after a twenty-four (24) hour notice to the Tenant, and also, permit the Landlord or Landlords' agents to enter the premises anytime in case of fire or need of emergency repairs. Landlord and its' agents shall further have the right to exhibit the Premises and to display the usual "for rent" sign on the Premises at any time within sixty (60) days before the expiration of this Lease or within 60 days after receiving Tenants' notice to vacate (NTV) or providing the Tenant with a NTV. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**22. ANIMALS:** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles birds, fish, rodents, and insects) are allowed, even temporarily, anywhere at or on the Premises unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate pet addendum which may require additional deposits, rents, fees or other charges. If an unauthorized pet is found at the Premises, Tenant will be charged a minimum \$300 fine.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If any animal has been in the Premises at any time during your term of occupancy (with or without our consent) we may charge for defleaing, deodorizing, and shampooing.

Any pets permitted to be kept on property must always be kept on a leash when outside of the Premises and escorted by an adult. All pet waste must be collected and disposed of in trash container or tenant will be fined.

**23. JOINT AND SEVERAL RESPONSIBILITY:** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease

Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the home for service of process. Security deposit refunds and any deduction itemizations of multiple residents will comply with paragraph 4 (Security Deposit).

**24. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the property rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Premises; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**If you default, we have the right to seek ejection in accordance with applicable law.**

**25. EVICTION FEE POLICY.** If eviction is filed on Tenant(s), **the tenant(s) will pay a processing fee to HI Property Management of \$160.00.** The Tenant(s) are responsible for paying all of these fees as part of the settlement of the account. If set out, the Tenant(s) will also be responsible for the cost of the set-out. Tenant acknowledges that the \$160.00 processing fee is just for processing the eviction and is in addition to the Court Filing Fee. Tenant is still responsible for other costs including court costs, attorney fees, damages, late fees, unpaid rent, and any other costs incurred by the Landlord.

**26. SURRENDER AND ABANDONMENT: Surrender:** You have surrendered the Premises when: (1) the move-out date has passed, and no one is living in the home in our reasonable judgement; or (2) all keys and access devices to the Premises have been turned into an Agent of HI Property Management or left inside the Premises – whichever date occurs first.

**Abandonment:** You have abandoned the Premises when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgement; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgement; (3) you've been in default for non-payment of rent for 15 consecutive days or water, gas, or electric service for the Premises not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. The Premises is also "abandoned" 10 days after the death of a sole resident.

If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

If the Tenant abandons the dwelling unit for a term **beginning before the expiration of the Rental Agreement**, the tenant will be charged through a 60-day notice and through the remainder of their lease term and will be subject to reletting fees.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the Premises, subject to and to the extent provided by law. Surrender, abandonment, and judicial eviction affect your rights to property left in the Premises, but do not affect our mitigation obligations (paragraph 25 Default by Resident)).

**27. NON-RELIANCE CLAUSE:** The Tenant and the Landlord acknowledge that this agreement is made without reliance upon any statement or promise that is not expressly contained within this lease. Any statement or promise made by either party or agent of either party made apart from this lease shall be of no force or effect. This clause shall not prevent parties from recover in tort for fraud or misrepresentation.

**28. SMOKING POLICY: The Tenant agrees not to smoke INSIDE the home or garage. Damages will be deducted from the security deposit if it is necessary to take action to remove any smoking related odors from the premises. The Landlord can cancel the lease immediately if smoking is suspected and/or found to be present inside the Premises or the garage.**

**29. PROFESSIONAL CLEANING POLICY/CLEANING PREMISES UPON VACATING:** The Tenant(s) understands that they will be required to have the home and carpets professionally cleaned prior to vacating. If the Tenant fails to have the home and carpets professionally cleaned, HI Property Management will deduct these charges from Tenants' security deposit.

Upon vacating, the Tenant promises to:

1. Pay in full all rent and other accrued charges due.
2. Thoroughly clean the residence in accordance to the list below:
  - a. **Air filters:** install new air filters
  - b. **Bath:** Clean all fixtures; remove all toiletry items; sweep and mop floors; clean mirrors and faucets; wipe inside all cabinets and drawers; clean tub and remove all residue from caulking/grout around tub surface.
  - c. **Carpets:** Vacuum and professionally clean all carpets and provide management with receipt.
  - d. **Dusting:** Wipe all baseboards, windowsills (inside and out), blinds, and woodwork.
  - e. **Fireplace:** Clean all ashes/dust & debris.
  - f. **Kitchen:** Thoroughly clean all appliances inside and out (including range hood and dishwasher door); wipe inside cabinets, drawers, and counter tops; sweep and mop floor. Remove ice from icemaker and turn off icemaker. Replace drip pans on stove (if applicable).
  - g. **Light Fixtures:** Clean all light fixtures and replace any burned-out bulbs throughout entire home with the same color light bulbs.
  - h. **Walls:** Tenant must remove and dispose of all nails, screws, picture hooks, and any wall mounting hardware. Do not fill holes with spackle or putty of any kind and do not attempt to touch-up paint.
  - i. **Pet Damage:** Repairs made to remedy any damage caused by pets will be deducted from the security deposit.
  - j. **Walls & Doors:** Use a magic eraser to remove all scuff marks. DO NOT paint (unless approved in writing).
  - k. **Storage Unit:** Remove all belongings from storage unit provided with apartment.
  - l. **Patio:** Sweep patio in front of sliding glass doors and front door and make sure is free of debris.
  - m. **Remove ALL trash and belongings from premises.** Do NOT leave trash in in Premises. All trash is to be placed and secured in a trash bag and deposited INSIDE of the trash receptacles onsite. Large items are NOT to be deposited in or around trash receptacles (nor anywhere else on property), no exceptions! Tenant will be fined if this happens.
  - n. Fasten and lock all doors and windows and return all keys to an Agent with HI Property Management. \*\*\*You will be charged rent through the day that keys are turned into one of our Agents. If you fail to return keys and we have to gain entry, you will be charged for the locksmith.

**30. RULES AND REGULATIONS:** Common area facilities when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises. The Tenant will pay any fines assessed by the HOA or by government entities for violations of ordinances. Further, Tenant agrees to abide by the rules written in the addendum titled **PROPERTY RULES AND REGULATIONS**.

**31. NOTICE AND LANDLORD INFO FOR COMMUNICATION:** Any notices required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States Postal Service certified mail, return receipt requested, **or emailed** to the address as follows:

**HI Property Management**  
2801 Wade Hampton Blvd.  
Suite 115-140  
Taylors, SC 29687

**Email Address:** [columbiamgr@hi-propertymanagement.com](mailto:columbiamgr@hi-propertymanagement.com)

**Office Phone:** 864-326-3445 ext. 3

Notice to Tenant is considered given on the date an email is sent or on the date mail is post marked. Only one form of notice is required to constitute a notice. Tenant shall notify Landlord if email address or phone numbers should change from those provided on the application. Landlord will send **all** notices to the Tenants' email address that is registered with their RentCafé Resident Portal Account.

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

**33. TRUST ACCOUNT INTEREST:** South Carolina law allows the Landlord to hold the security deposit in an interest-bearing account. The Tenant agrees to waive the right to any interest accrued on this account and relinquish it to either HI Property Management or the property owner.

**34. LEASE VIOLATIONS:** If any terms of this lease are violated then the Tenant is subject to the following remedies at the Landlord's discretion: Termination of the lease, eviction, a monetary fine defined by Landlord depending on violation. The Landlord may offer a cure period for violations at the Landlord's discretion.

**35. SEVERABILITY:** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or enforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provision herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

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

**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 the Tenant and their respective heirs, successors, and assigns. Signing of this the Lease Agreement will be done by the use of secure electronic means such as: Dotloop, DocuSign or your RentCafé Resident Portal electronic signature technology and shall be deemed valid and binding.

**36. ADDITIONAL PROVISIONS; DISCLOSURES:**

**By signing below, Tenant(s) acknowledge that they have read all 8 (eight) pages and understands all facets of this Rental Agreement.**

**Tenant(s):**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

*Darin J. Angler*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

\_\_\_\_\_

**LANDLORD:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Trista Harpel, PMIC  
\_\_\_\_\_



**MOLD INFORMATION AND PREVENTION ADDENDUM**

**ABOUT MOLD.** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hand up your towels and bathmats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or AC drip pans or clogged up AC condensation lines;
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture onto the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Clean-up. (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surfaces is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous* surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

**COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office. **If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

Tenant(s):

Signature:

Name:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Darin Riegler*  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

## PROPERTY RULES AND REGULATIONS

- 1) Property inspections will be performed throughout the year. The Tenant will receive at least 24-hours' notice and agrees not to prevent the inspections.
- 2) A 30-day written notice to vacate is required regardless of the date the Tenant decides to move, even if that date is the last day of the lease contract. Tenant is monetarily responsible for rent through a written 30-day notice.
- 3) Washer and Dryer (if included) are provided for the convenience of the Tenant, but the upkeep, repair and replacement of any unit provided will be at the Tenants' expense.
- 4) Any alterations made to the property of any kind must be approved by HI Property Management (HIPM) in writing. Unapproved alterations will be taken care of by HIPM and tenant will be financially responsible.
- 5) The Tenant agrees not to store items in the attic or crawlspace without express written permission from HIPM.
- 6) No more than two vehicles are to be parked at this rental property at any given time (unless written permission given by HI Property Management) and all vehicles need to have current tag (plates). **No vehicle, recreation vehicle or boats are to be parked in the yard at any given time.** There will be \$100 fee for parking in the yard (each occurrence) in addition to the cost of repairing the yard.
- 7) Any window covering added by Tenant **MUST** be white in backing and must also be actual blinds, shades or curtains.
- 8) We will not tolerate any type of verbal abuse, if this occurs you will be given a 30-day notice to vacate.
- 9) There are to be absolutely no satellite dishes installed on the Premises without prior written approval from Landlord.
- 10) Window screens might not be provided on all windows of the Premises. If Tenant desires screens on each window, Tenant may purchase them at their own cost.
- 11) No pools or trampolines are permitted at Premises without prior written approval from Landlord.
- 12) We have made every effort to make sure that every home has a trash bin. If it does not, Tenant can call the Sanitation Company, and they will provide you with one at a cost of around \$60.00 on average.
- 13) MONTH-TO-MONTH: Should you choose to go to a month-to-month once this lease has reached its' expiration or if we do not have a signed lease by the 24<sup>th</sup> of the month of expiration, your rent will increase by \$200.00 or to the month-to-month rate listed on Tenants' Renewal Letter (whichever is of higher value). **ALL LEASE RULES WILL APPLY AS OUTLINED IN THIS DOCUMENT.**
- 14) The Tenant is not allowed to hire anyone to perform repairs on the property. Landlord will choose contractors for repairs. Tenants will not be reimbursed for any repairs done to the Premises. Any exceptions to this policy must be expressly approved in writing by HIPM.
- 15) If at any time we come out to the home to make repairs due to damages caused by tenant, you will be responsible for paying for the charges (supplies, labor, and travel). Tenant will also be responsible for any charges due to a missed scheduled appointment.
- 16) The Tenant (or any member of the Tenant's family; guests or other persons under the Tenant's control) shall conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by other Tenants and neighbors. The Tenant (or any member of the Tenant's family; guests or other persons under the Tenant's control) shall not engaged in or facilitate criminal or drug-related activities. Any such violation constitutes a substantial violation of the lease and a material noncompliance with the lease and is grounds for termination of tenancy and eviction from the premises.
- 17) No unapproved persons or animals are allowed to reside at the property. Guests may not occupy the Premises for more than seven (7) days, and the Tenant will not assign, sublet, or transfer the Premises or any part thereof without the express written consent of HIPM. Violations of these stipulations are grounds for eviction.
- 18) Tenant(s) agree to keep the dwelling unit and all parts of the leased premises safe and clean. In the case of a single-family home or duplex, the Tenant shall keep the yard mowed, watered, and free of fire ants; keep the roof and gutters free of debris; the shrubs neatly trimmed; and landscaping maintained. Further Tenant agrees to abide by their obligations to keep their home and their lawn in well maintained condition as listed in **8. TENANTS' OBLIGATIONS.**
- 19) **The Tenant agrees to supply a fire extinguisher for the property and to check and replace smoke alarm batteries.**
- 20) The Tenant will, at the Tenants' expense, keep sinks, lavatories, and commodes open, reporting any initial problems within two (2) days of occupancy and repair any and all damages caused by tenancy including replacing any burned-out light bulbs. The Tenant agrees to report to the Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, and smoke detectors; and any occurrence that **may cause damage to the property. Failure to report visible damage and/or maintenance issues to Landlord in writing may result in repair costs being charged to the Tenant. The Tenant also agrees to 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 the Tenant and their guests.**

- 21) **The Tenant agrees to change the air filters on a quarterly basis.** The Tenant understands that if a maintenance issue occurs due to the Tenant neglecting to change the air filters, the Tenant will be responsible for the cost of repairs made to the AC or heating unit.
- 22) In subfreezing (32 degrees Fahrenheit and below) weather, thermostat should be set no lower than 50 degrees, INCLUDING WHEN PREMISES ARE VACATED. Tenant(s) shall be responsible for any damages to Premises or adjoin premises due to lack of adequate heat to prevent frozen or busted pipes, or any other cold weather-related damage.
- 23) No holes larger than 1/8" (such as wall anchors, etc.) are permitted to penetrate the walls without written consent from Landlord. The Tenant will be responsible for any damages or repairs resulting from this action.
- 24) The Tenant agrees not to dump cooking grease, excess noodles, coffee grounds, eggshells, along with anything else harmful to the disposal, down the kitchen sink drain. Tenant agrees not to flush diapers, feminine products, wet wipes (even if they say flushable) or any other items (other than toilet paper) down the toilet.
- 25) The Tenant agrees to abide by Homeowner's Association (HOA) Guidelines & Bylaws, if applicable. The Tenant agrees to abide by any new regulations put in place by the HOA after the signing of this Rental Agreement.
- 26) The Tenant agrees to transfer utilities into their name prior to taking possession of the home and agrees to leaving it in their name throughout the duration of the lease term. See **19. UTILITIES** for more information.
- 27) The Tenant agrees not to conduct any business in which clients, vendors, employees, or other persons associated with business come and go from the Premises and/or park vehicles at the location.
- 28) Violation of the above rules by the Tenant or guests constitutes a lease violation and is subject to **35. LEASE VIOLATIONS.**


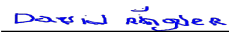

**I agree to the above stipulations.**

**Tenant(s):**

**Signature:**

**Name:**

**Date:**

			
_____	_____	_____	_____
_____	_____	_____	_____

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i)        Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

\_\_\_\_\_

(ii) T.H. 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 (initial (i) or (ii) below):

(i)        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:

\_\_\_\_\_

(ii) T.H. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment

(c) Tenant has (initial (i) or (ii) below):

(i)        received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.

(ii) HL APR CTC not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) HL APR CTC Tenant has received the pamphlet Protect Your Family from Lead in Your Home (initial).

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

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

(f) N/A Lessee's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Tenant(s):**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

Dave W. Angler

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Trista Harpel, PMIC

\_\_\_\_\_

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the lessee's agent receives compensation from the lessor.