



Student Housing Rental Agreement

This **Agreement** is made and entered as of the _____ day of _____ in the year 2019 by and between:

101 West Main, LLC (Landlord) and _____ (Tenant).

The Landlord rents to the Tenant a shared (two-person) room at: 101 West Main Street in Union, South Carolina 29379 (Premises).

Tenant rents from the Landlord the Premises as described above under the Terms and Conditions that follow:

Only the named person above shall occupy the Premises or any part of the Premises listed above and no other, without Landlords prior written consent. This lease is a binding contract between both parties referenced. Before you sign this Agreement, read it carefully so that you understand all of its terms.

SECTION 1 - TERM

1.1 - Term: Commencing on: July 17, 2019 and ending on: July 17, 2020 at 5:00pm. If tenant[s] move in prior to the commencement date, all terms and conditions of this agreement shall be in full force. Landlord shall use its best efforts to put Tenant in possession of the Premises on the beginning of the Rental Agreement term. If Landlord is unable to timely provide the Premises, rent shall abate for the period of delay at the pro-rated amount. Tenant shall make no other claim against Landlord for any such delay. No Failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. The tenants will be held jointly and severally liable for the terms of this agreement.

1.2 - Surrender of Premises: Tenant agrees on the last day of the term of this Agreement by 5:00pm to vacate and surrender to Landlord the Premises. Failure to do so will result in Holdover Charges (See 1.7).

1.3 - Multiple Tenants: It is understood that this Premises will contain multiple tenants. Each Tenant is jointly and severally liable for all Rental Agreement obligations. If Tenant or any invitee or occupant violates the Rental Agreement or rules of the Landlord, all Tenants are considered to have violated the Rental Agreement. Requests and notices to any Tenant constitute notices to all Tenants and Occupants.

1.4 - Early Termination: If for any reason Tenant vacates the Premises prior to the term as agreed in the Lease Agreement or any Extension Period, Tenant shall pay 100% of the costs to re-lease the Premises until such time that the Premises is re-rented. Tenant shall be responsible to pay for lost rents for the remainder of the Agreement Term as they become due if Landlord is not able to rent to

101 West Main, LLC
1919 Augusta Highway
Lexington, SC 29072

Tenant Initials _____

a new resident. If Landlord is not able to rent to a new resident at the same Agreement Rent, Tenant will be responsible to pay the difference for the remainder of the Agreement Term.

1.5 - Subleasing / Assignment / New Tenant Addition Agreement & Fee Terms: No portion of said Premises shall be sublet nor this agreement assigned without Landlord's prior written approval. Any subletting or change in terms to this Agreement shall incur a fee of \$300.00 payable by Tenant in advance.

1.6 - Renewal of Student Housing Rental Agreement: Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Agreement for one (1) additional term upon the same terms and conditions herein contained, except for fixed minimum monthly rental. Tenant understands that the security deposit of the original rental agreement will rollover to the renewal rental agreement and as such will not be refunded until the end of the renewal term. Renewal request may be asked in writing, of the Tenant. Tenant will pay to Landlord a holding fee of \$300.00. This fee will be nonrefundable in the event that the Tenant fails to extend the Agreement for one additional term.

1.7 - Holdover Damages: Tenant agrees not to extend their occupancy in the Premises without prior written approval from Landlord. Tenant understands and agrees that any unauthorized holdover will delay the Landlord in preparing the unit for incoming Tenants causing hardship resulting in monetary losses to Landlord. Tenant agrees to pay, \$50.00 per day as damage to Landlord for any unauthorized holdover. The terms and conditions of this Agreement shall remain in full force except the daily rental value during the unauthorized holdover period by Tenant.

1.8 - Cancellation Policy: There will be no cancellation or grace period to opt-out once the Rental Agreement is executed by the parties.

SECTION 2 – MONTHLY RENT

2.1 - Rent and Due Date: Tenant agrees to pay Landlord in advance on the 15th calendar day of each month at the agreed monthly rental amount of **\$ 450.00** beginning on **July 15, 2019**. All monetary obligations of Tenant to Owner under the terms of this Rental/Lease Agreement, including but not limited to late fees, shall be deemed and referred to in this lease to be rent.

2.2 - Payment: Tenant payment of rent and charges in the form of personal checks, cashier's check, or money orders, shall be paid by mail to the Landlord at:

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2.3 - Late Charges and Returned Checks: If Landlord does not receive Tenant's complete rent payment **PRIOR TO THE TWENTIETH (20TH) of each month**; Tenant agrees to pay a Late Rent Charge of **10%** of the monthly rent. All parties to this Agreement acknowledge that damages resulting from the late payment of rent would be impracticable or extremely difficult to fix and that this amount is fair. If Tenant's rent check is returned by Tenant's bank for any reason, Tenant shall pay Landlord **\$35.00** for the costs incurred thereon. Tenant will automatically incur the late charge provided above if Tenant's check is returned after the third day the rent is due. If two (2) of the Tenant's checks are returned by Tenant's bank, Landlord reserves the right to require Tenant to make future rent payments by cashier's check or money order only. Landlord will apply payment first to any unpaid balances and then unpaid rent. By accepting less than the full amount of rent due, Landlord does not waive any other remedy provided by law, regardless of any endorsement or statement Tenant makes in connection with the payment.

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 Lexington, SC 29072

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2.4 - Written Notations on Payment: Written notations by Tenant or third party on any payment due to the Landlord in accordance with this Agreement shall be null and void, and shall not be considered by Landlord as a satisfaction, accord, limitation or condition in accepting payment.

2.5 - Responsibility for Utility Payments: Tenants shall pay for all utilities, services and charges, except for: Water, Gas, Electric, Trash, Security, Wireless Internet.

2.5.1 - Internet / Video Service: Internet service is provided to Tenants and it is provided free of charge, and as a courtesy to Tenant. All service related matters are to be directed to the Onsite Manager. Tenant will abide by any rules required and requested by the Landlord. Internet services are provided as a courtesy and shall not be considered as part of monthly rent.

2.7 - Default by Tenant: In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant its guests and invitees, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph or Tenant or Tenant invitee caused a incurable breach of this Agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

SECTION 3 – SECURITY DEPOSIT

3.1 - Security Deposit: Tenant shall deposit with Landlord, as a security deposit, the sum of \$900.00. The Security Deposit shall not be deemed rent, or any portion thereof, for any rental month. Landlord will inform tenant with at least 24-hour notice and 2 weeks prior to the ending date of the Agreement, of complete inspection of the premises for the purpose of the Landlord to notify the Tenant of any obvious deductions for cleaning and repairs. The Tenant shall then have the right to use a licensed and bonded person to put the unit back in the same condition as it was prior to Tenant occupying the Premises, less normal wear and tear. Landlord shall make a final inspection of the Premises after the Tenant have vacated the Premises of all persons and personal property.

3.2 - Condition of Premises/Alterations/Damage/Repairs: Unless otherwise stated in this agreement, it is the representation of both the Tenant and Landlord that they have inspected the Premises prior to Tenant taking possession and agree that the Premises is thoroughly clean, freshly painted, there are no holes in any walls, all appliances are in good working order, all electrical, plumbing, and heating systems are functioning properly in good working order. Any attached, glued, painted improvements to the Premises (whether or not Landlord has consented) will become Landlord's property - unless Landlord agrees in writing otherwise. Tenant shall not place/install any "air conditioners" of any kind, through any window, door openings or any place in or about the Premises without Landlords prior written approval. All violations subject to fine. Tenant shall be held fully responsible for the costs of clearing any plumbing stoppages caused in the Premises due to Tenant or Tenants invitees as well as (but not limited to) stoppages due to hair or foreign matter. Additionally, Tenant shall be responsible for the cost of service calls/repairing appliances within the Premises, when the repair technician determines that the Tenant and or Tenant invitees caused the problem. It is the responsibility of Tenant to provide access to the Premises at all reasonable times in order for repairs to be made. During Tenant occupancy of the

premises, any damage (other than normal wear and tear) detected and repaired on the premises or common area shall be paid by Tenant to the Landlord upon 15 days written notice of work performed and the amount due. If locks are changed by tenant without written pre-approval from landlord, the tenant will be subject to a fine.

3.3 - Security Deposit Refunds and Deductions: Landlord will deduct the amount necessary to compensate Landlord for cleaning (The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy), damage to the premises, or unpaid rent and fees will be deducted from the Security Deposit. Tenant agrees to pay to Landlord within 10-days of notification of any deficiency, as outlined above, not covered by the Security Deposit. In the event that any part of the Security Deposit is used during the Term of the lease, Tenant must restore the Security Deposit to its full amount within (3) days after Landlord's written notification to Tenant of the deduction and a demand that the Security Deposit be restored in full.

3.3.1 - Tenant is responsible for maintaining the Premises in a clean, safe and damage free condition.

3.3.2 - When Tenant gives notice to vacate the Premises, Tenant agrees to inform Landlord of Tenant's forwarding address, which will allow prompt delivery of Tenant's Security Deposit. If Tenant does not provide a forwarding address, then Landlord shall mail the security deposit to the address of the subject Premises.

3.3.3 - Tenant's occupancy of the Premises is considered terminated when Landlord receives all of the Premises' keys and all of Tenant's personal property is removed. Until both conditions are met, Rent will continue to be assessed to Tenant. Tenant agrees that any and all personal property of Tenant remaining on the Premises after term of this Agreement ends or any earlier termination shall be considered abandoned by Tenant and hereby authorizes Landlord to dispose of such Tenant Abandoned Property without further notice. Tenant understands that all keys or entry devices issued to Tenant must be returned upon move-out. There is a minimum charge of \$25 per key not returned during move-out. The loss of a key, requiring a re-keying for any reason will charge the Tenant \$200.

3.3.4 - Tenant will not be charged for "ordinary wear and tear" in the Premises.

3.4 - Common area charge: In the event that Tenants share a Common Area, Landlord may deduct from each Tenant's Security Deposit **100%** (each Tenant in the Premises is responsible for an equal amount of the charge) of the cost to put the common area back in the same condition as it was at the inception of the tenancy, less normal wear and tear.

3.5 - Common Area Definition: Common areas include but not limited to laundry rooms, kitchens, bathrooms, hallways, and all other jointly used spaces for the common use of tenants, tenants' guests and invitees on the Premises. All Tenants are jointly and severally responsible for the condition and upkeep of the common areas.

3.6 - Reasonable Care of Property and Common Areas: Tenant must take reasonable care of the rented property and common areas.

3.7 - Alterations and Repairs: Tenant must not make any alterations or improvements to the Premises without prior written consent from the Landlord.

SECTION 4 – INSPECTION & SHOWINGS

4.1 - Right of Entry: Upon written notice of at least twenty-four (24) hours, Landlord may enter the Premises at any reasonable time to make repairs, perform maintenance or renovations that Landlord deem necessary, or to show the Premises to prospective purchasers, lenders or tenants. Landlord may enter the unit at any time without notice in the event of an emergency that threatens life or property. Tenant agrees not to add nor change any locks on the premises without Landlords prior written approval, nor otherwise restrict entrances.

SECTION 5 – SECURITY & INSURANCE

5.1 – Tenant/Premises Security: Although security cameras will be provided for the facility, the Landlord does not provide security for Tenants, nor should any action by Landlord be considered as providing security for Tenant. Landlord, Owner or its Agents assumes no responsibility for the care or protection of any of Tenant, Tenant's Invitees' personal property while it is on any part of the Premises.

5.2 - Landlord/Premises Insurance: Tenant agrees and acknowledges that any property or liability insurance coverage purchased by the Landlord is not intended to and will not protect against any loss or damage (i.e., burglary, vandalism, fire, smoke, water, mildew, mold, act of God, or any other perils) to personal property or belongings or protect against any loss or damage resulting from the Tenant's or the Tenant's invitees actions or omissions. Tenant also understands that any insurance purchased by the Landlord does not cover any of the Tenant's personal property.

SECTION 6 – CONDUCT, RULES & REGULATION

6.1 - Premises Rules/Regulations: Tenant agrees that he/she and those occupying said Premises with him/her (including invites), shall abide by all reasonable rules and regulations that Landlord may post from time to time for the protection, good order, safety and cleanliness of the Premises. A violation of any of these rules and regulations may result in the termination of your tenancy.

6.2 - Parking: Public parking is provided in the rear of the Premises. Tenant understands that this is public parking and not controlled by the Landlord in any way.

6.3 - No Smoking: Smoking is prohibited on the Premises. Any violation is subject to a fine.

6.4 - Pests: Pest or insect issues must be immediately reported to the Landlord or Onsite Manager.

6.5 - Pets: No pets, birds, fish, nor any animal are allowed (even temporarily) anywhere on the Premises.

6.6 - Quiet Enjoyment: Tenant shall not commit or allow to be committed any noise upon the Premises or upon the common areas or any nuisance or other act including amplification of sounds, which may disturb the quiet enjoyment of any other Tenants on the property. Established quiet hours are from 10:00pm to 7:00am. Any violation is subject to a fine.

6.7 - Guests/Invitees: Tenant acknowledges that Tenant is allowed 1 overnight guest to stay on the Premises no more than 5 nights only during any 6-month period. Tenants are held accountable for the conduct of their guests/invitees at all times.

6.8 - Prohibited Items: Tenant agrees not to possess anywhere on the Premises: fireworks, firearms, explosives, flammable materials, hazardous materials, open flame cooking units, barbecues, or charcoal briquettes.

6.9 - Crime/Drug-Free Housing: Tenant or guests shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises.

SECTION 7 – DISCLOSURES & NOTICES

7.1 - Mildew, Mold Notification: Tenant acknowledges that a visual inspection of the Premises has taken place and it is represented that Landlord knows of no wet or damp building materials, or of any mildew or mold contamination. Tenant has also inspected the Premises and has found no visible evidence or smells that would indicate mildew or mold at this time. Tenant acknowledges that Landlord is not responsible for mildew or mold caused by humid weather, lack of keeping closets, bathrooms, kitchens, etc. well ventilated, or by poor housekeeping by Tenant. It is agreed by Tenant that the obligation to care for the Premises and to prevent mildew and or mold is the Tenants.

7.2 - Lead Warning Statement: This property was originally built before 1978. Construction techniques before 1978 may have involved the use of lead-based paint. However, the Landlord has no knowledge of lead-based paint and/or lead-based hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the premises.

7.3 - Asbestos Statement: This Property was built before 1981. Construction techniques before 1981 may have involved the uses of asbestos-containing materials. However, the Landlord has no knowledge of asbestos hazards at the Premises.

7.4 - Indemnification: Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss and/or damages, costs, claims, liens, expenses, acts of God, arising out of or concerning Tenant's use of the premises, or from any other activity, act of God, work or things permitted or suffered by Tenant or invitees in or about the Premises. Tenant hereby assumes all risk of damage to personal property of Tenant and their guests and invitees as well as injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

7.5 - Attorney Fees: If any legal action or proceedings are brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs of litigation.

7.6 - Entire Agreement: This Rental Agreement and the initial executed rental application constitute the entire agreement between the parties. There are no oral or written representations or agreements made by Tenant or Landlord that supersede or modify this Agreement. In the event any provision of this Agreement shall be deemed illegal or unenforceable, it shall not void this contract, or any provision thereof. The balance of the terms and conditions herein shall remain in full force and effect. Any violation to the lease agreement is subject to a fine.

7.7 - Receipt of Agreement: By signing below, it is understood that the Tenant has read and understands this Agreement and hereby acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at **Union, South Carolina**.

Tenant Name Printed

Tenant Signature

DATE

Landlord/Agent Name Printed

Landlord/Agent Signature

DATE

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