

NEW HEIGHTS PROPERTY MANAGEMENT RESIDENTIAL RENTAL AGREEMENT

This Rental Agreement made at Ladson, South Carolina, dated 11/17/2021, between:

Iyanla Starasji Walker

(hereinafter called "TENANT"), Fausto Avendano (hereinafter called "LANDLORD"), by his agent, New Heights Property Management (hereinafter called "AGENT") for the property located at:

2013 Wishing Well Trl Ladson SC 29456-3079

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

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the County of Berkeley County, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

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3. **TERMS:** This Rental Agreement shall commence on the 12/01/2021, and end on 11/30/2022 at 12:00 Midnight. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that the 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. **Should any extension of the lease or previous renewal be negotiated, the tenant will be charged a \$50.00 lease renewal fee.**

If the Tenant remains in possession without the Landlord's consent after the expiration of the term of the rental agreement, or its termination, the 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 \$19,200.00. Said rent shall be payable in monthly installments of \$1,600.00, on or before the first day of every month during said term. The rent is payable to New Heights Property Management at 237 Old Summerville Road Suite F, Summerville, SC 29483 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 day of the month, Tenant shall pay rent unto the Landlord in the amount of the daily rental rate based on the current calendar month. Once Tenant provides a move-out date to the Landlord in keeping with the termination provisions contained herein, Tenant shall pay two (2) times the daily rate for any day or days they occupy the premises past the move-out date they provide to the Landlord.

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. IN THE EVENT THAT THE LANDLORD NEEDS TO FILE FOR EVICTION, THE TENANT SHALL BE ASSESSED A \$100 EVICTION FILING FEE.

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

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5. **LATE FEES:** Tenant further agrees to pay a late fee of Fifteen Percent (15%) of the monthly rent outlined in Paragraph 4. An additionalth

late fee of One Hundred Dollars (\$100.00) shall be owed if rent is paid after the 15th of the 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 rented premises. In no event shall more than 2 persons be allowed to occupy said premises. If an unauthorized occupant is found to be living in the property, the tenant will be assessed a \$199 fee. For purposes of this Rental Agreement the designated occupants are as listed below:

Iyanla Starasji Walker

7. RETURNED CHECKS: Tenant agrees to pay Thirty Dollar (\$30.00) NSF fee and an additional Fifteen Dollar (\$15.00) administrative fee for each dishonored check or electronic payment, **plus late charges if the check is not made good before the sixth day after the original rent due date.** If more than one check is returned, Tenant agrees that all future rent and charges 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 OR ELECTRONIC PAYMENT AND FEES MUST BE WITHIN 48 HOURS OF NOTIFICATION BY CASHIER'S CHECK, AND/OR MONEY ORDER.**

8. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$3,200.00 to be held as security in the Agent's trust account for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this 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, any other outstanding charges, and the amount of loss of rents or damages which the Landlord has suffered by reason of the 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 the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The 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 the 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 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 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. Tenant shall be responsible to pay an Administrative Fee of Two Hundred Dollars (\$200.00) to compensate Landlord for administering vendors, repairs, additional inspections and other tasks that may be needed if Tenants actions or inactions result in deductions being taken from the Security Deposit.

9. 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 ACCRUED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE 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.

10. 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 dwelling unit 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.

11. 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 dwelling unit are specifically included by this Rental Agreement as being deemed to be supplied by the Landlord: [X] stove, [X] refrigerator, [X] dishwasher, [X] disposal, [NA] washer, [NA] dryer, [NA] microwave, [NA] other: Tenant will not move or relocate any appliances without written permission from the Landlord.

The following appliances or equipment are at the property for the convenience of the tenant but shall not be maintained nor replaced by the Landlord: [NA] washer, [NA] dryer, ☐ ☐

KEYS: Landlord shall provide to the tenant, and tenant shall return same upon termination of possession. [NA] pool tags/keys, [NA] community/gate/common area keys [NA] keys for mailbox, [X] keys to unit (including deadbolt, storage areas, [X] garage door openers. If the tenant does not return all keys, Landlord has the right to replace the keys or re-key locks at Tenant expense and will be assessed a \$100 fee for each key/fob/remote not turned in.

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12. SUBLEASE: Tenant shall not assign or sublet said premises, or any portion thereof without written consent of Landlord. Tenant must

have written permission from Landlord for guests to occupy the premises for more than Fourteen (14) days.

13. RENTAL APPLICATION: Tenant acknowledges that the Landlord has relied upon the rental application 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 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 the Tenant any damages including reasonable attorney fees resulting there from.

14. LEASE 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 16.

15. 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.

16. 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 lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

17. UTILITIES AND SERVICES: Tenant agrees to pay for all utilities and services except: N/A which will be paid by Landlord. Landlord is not responsible for paying any utility bills, for any reason, while the Tenant occupies the premises. 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 premises during the term of the Lease.

18. TENANT RESPONSIBILITIES:

- a. Tenant agrees to keep the dwelling unit and all parts of the leased 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 electrical, plumbing, HVAC systems and any occurrence known or that reasonably should be known to the 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 the 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 the Tenant.
- 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:** The Tenant 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, replacing mulch as needed, trimming shrubs and trees, and keeping the premises free from debris and fire ants.

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h. Smoke Detectors: Tenant acknowledges that Premises is equipped with a smoke detector(s) that is/are in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector(s) every thirty (30) days and notify Landlord immediately if any smoke detector is not functioning properly. Tenant shall maintain batteries in smoke detector(s) as needed. Tenant acknowledges receipt of instructions of smoke detector operation.

i. Pest Control: Tenant shall report any pest or rodent problem within three (3) days of possession. Tenant's failure to identify any pest or rodent 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 the 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, the Tenant is responsible for protecting the premises by taking steps to reduce the likelihood of frozen pipes including but not limited to irrigation system, if present.**

k. Mold and Mildew: Tenant acknowledges that mold and mildew is common in this area and some forms of mold and mildew can be harmful to tenants and/or their guests. Exposing any portion of the premises to elevated levels of moisture may cause mold or mildew to grow. To maintain adequate air flow, Tenant should not block or cover any air conditioning, heating or ventilation ducts located in the premises. Tenant shall regularly inspect the Premises and immediately report to Landlord any sign of mold and/or mildew (other than found in sinks, showers, toilets and other areas designated to hold water or to be wet areas) and any water intrusion problems.

19. RULES AND REGULATIONS: Tenant, or any member of Tenant's family, guest, or other person under the 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 the Tenant's control, shall not engage in or facilitate criminal or drug 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.**

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 the 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. Unauthorized changes to the locks will result in a \$199 fee.

c. 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 the 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, in addition to a \$25 HOA coordination fee for providing violations and/or fees.**

d. 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.

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. No animals are allowed unless the "Animal Addendum" is attached to this rental agreement.

g. Tenant shall keep all utilities serving the premises on at all times during the term of the rental agreement and through the completion of the Move Out Inspection including but not limited to garbage, water, electric, and gas. 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 an administrative fee of Fifty Dollars (\$50.00).

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20. INSPECTIONS:

a. Move-In Inspection: Tenant acknowledges that the 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 three (3) 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.** Tenant will be charged if a return visit by the Landlord is necessary due to Tenant not being completely moved out. Tenant may choose to be present during the inspection and Tenant's failure to appear shall constitute the Tenant's agreement to accept the Landlord's report as conclusive and final.

21. INSURANCE: Tenant acknowledges that the Landlord does not carry insurance, nor is responsible, to cover the Tenant's personal property or personal liability. 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 is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant. 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.

Tenant is required to maintain a renter's insurance policy at all times during occupancy. Proof of such policy must be presented to Landlord prior to move-in. Should the Landlord discover at any time during occupancy that there has been a lapse in coverage, the Landlord may obtain a policy to protect the Landlord against damages by the Tenant. Said policy does not protect the Tenant. Landlord may charge the Tenant for the cost of the policy plus a monthly administrative fee of Twenty-Five Dollars (\$25.00).

22. INDEMNIFICATION: Tenant agrees to indemnify and hold Landlord harmless from and against any and all injuries, damages, losses, suits and claims against Landlord arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (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 Property 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); (5) failure to maintain or repair equipment or fixtures, where Landlord use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord 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.

23. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord or Landlord's designee to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the 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 the 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 the Tenant. Except for section 23(a), 23(b), and 23(c), the Landlord shall give the 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 the Tenant has abandoned or surrendered the premises.

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24. MILITARY CLAUSE: If the Tenant is a member or becomes an active member of the Armed Forces of the United States, or is a reservist called to active duty and is stationed in the Charleston area, and shall receive permanent change of station orders out of the Charleston area or deployment of 90 days or more, Tenant may, upon presentation of a copy of said orders of transfer or deployment 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 lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

25. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to extent that normal use and occupancy of the dwelling unit is substantially impaired, the 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 dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, if the Rental Agreement is terminated, the Landlord shall return security deposit to the 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 the Tenant's security deposit all damages incurred if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

26. 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 rented 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 rented 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 rented premises are a part (whether or not the rented 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 residential unit is subject to a foreclosure proceedings or tax sale, notice of said sale does not release the Tenant from Tenant's obligations in this lease nor does it authorize the Tenant to withhold payment of rent.**

27. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit 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 dwelling unit at a fair rental or if the Landlord accepts the abandonment as surrender, the Rental Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the Rental Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required and dispose of the property.

28. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the 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 the 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 the 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 the Tenant with the Rental Agreement or Paragraphs 18 or 19 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

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If there is noncompliance by the Tenant with Paragraphs 18 or 19 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the 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 the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit 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 the Tenant with Paragraphs 18 or 19 above materially affecting health and safety other than as set forth in the preceding paragraph, and the 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 the Tenant remedy within that period of time, the Landlord may terminate the Rental Agreement.

29. EARLY TERMINATION WITH NOTICE: In the event the 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 lease until the Landlord has re-rented the unit or the use of the premises is changed to something other than a rental. Tenant further agrees to assume cost due the Landlord resulting from Landlord's efforts to locate a new tenant or securing the residence. Fees may include but are not limited to: Advertising, Leasing Commissions, Re-Keying, Administrative Fee 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 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 lease by the Tenant.

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

31. 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.

32. WAIVER: A 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.

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

34. SUBORDINATION: Tenant's rights are subject to any bonafide 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. Resident 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.

35. 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.

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

**New Heights Property Management
237 Old Summerville Road Suite F**

Summerville, SC 29486

**843-883-6130 (phone and fax)
customerservice@newheightspm.com (email)**

37. 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.

TENANTS AND AGENT HAVE READ THIS PAGE.




38. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this 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.

39. MEGAN'S LAW: The 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. The 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. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

40. ENTIRE AGREEMENT. This lease 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 lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

41. 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 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: Agent is the authorized representative of Landlord/Owner for the purposes of managing Property in accordance with a separate management agreement. Tenant agrees to communicate only with Agent on all issues relating to or arising out of this Lease Agreement, unless expressly authorized to do so, in writing, by the Agent. The termination of the management agreement shall not terminate this Residential 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).

44. ADDITIONAL TERMS:

No smoking in any building on the property, no animals without written approval of Landlord. Rent payments in cash will not be accepted. Tenant shall pay Landlord a Lease Administration Fee of \$250.00 upon execution of Rental Agreement.

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 the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

THE FOLLOWING ADDENDA ARE ATTACHED AND CONSIDERED A PART OF THIS LEASE AND SUPERSEDE ANY PORTIONS OF THE LEASE IN CONFLICT WITH THE ADDENDA TERMS:

<input checked="" type="checkbox"/> Tenant Handbook	<input checked="" type="checkbox"/> Move-Out Instructions
<input type="checkbox"/> Drug and Crime	<input type="checkbox"/> Animal Rent
<input type="checkbox"/> Other Addenda	<input type="checkbox"/> Lead Based Paint Addendum
<input checked="" type="checkbox"/> As-Is Addendum	<input type="checkbox"/>

TENANTS AND AGENT HAVE READ THIS PAGE.

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AC

*** EACH TENANT MUST SIGN AND DATE BELOW AND FILL OUT PHONE/EMAIL.**

Iyanla Starasji walker

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Iyanla Starasji Walker
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Nov-17-2021 | 2:30:17 PM CST

Anna Cogdill

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Anna Cogdill
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