

STATE OF SOUTH CAROLINA (COUNTY OF BEAUFORT)

RESIDENTIAL LEASE

THIS AGREEMENT made and entered into on _____ between Vacation Inn, LLC (hereinafter "Landlord"); and _____ (hereinafter "Tenant"), with respect to _____ in Hilton Head Island, South Carolina for the term beginning _____ and ending _____.

Rent: Tenant agrees to pay to Landlord, as rent therefore, the sum of US \$125.00 per week included in the Lease Term. Rent will be payroll deducted from tenant's paycheck. Last Visa work day is _____ and will be paid on _____. Tenants have the option to extend their rental agreement up to 2 weeks (14 consecutive days) with payment for those two weeks to be deducted from their final paycheck.

Security Deposit: Tenant hereby agrees to deliver to Landlord a security deposit of \$300.00 for the faithful performance by Tenant of all of Tenant's obligations hereunder. Tenant may not apply such deposit to any rental payable or as an offset in any manner whatsoever. Landlord may apply the deposit to repair any damage which is the responsibility of Tenant or to pay any obligation of Tenant established hereunder which Tenant shall fail to pay in a timely manner, in which event, upon demand by Landlord, Tenant shall immediately deposit with Landlord an amount equal to the amount so applied. Upon termination of the tenancy created hereby, Landlord may also apply such security deposit to the payment of accrued rent and the amount of damages and/or citations incurred which Landlord has suffered by reason of the noncompliance by Tenant with any of Tenant's Obligations established hereunder or by law. Within 30 days after the end of the Lease term, Landlord shall return any unused deposit, less any fees for cleaning or damages to Tenant, without interest, mailed to Tenant's last known, with written statement of the application of any funds deducted from Tenant's security deposit; and Landlord shall have no further liability or obligation with respect thereto.

Quiet Enjoyment: Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.

Condition of Premises: Tenant stipulated that they have examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Landlord reserves the right to inspect premises at any time. Landlord will conduct bi-weekly inspections. Should it be determined that the tenant is not maintaining property in good and clean condition, Landlord will arrange for housekeeping services to enter the premises at Tenant's expense.

Additional Tenant Responsibility: If it is determined that any maintenance calls directed to the tenant's unit due to careless operation of appliances or abuse to plumbing systems will be the responsibility of the tenant. Additionally, if it is determined that excessive pest control treatments

are required in the unit due to issues brought on by the tenant (units not being cleaned properly, bedbugs, etc.) the tenant will be responsible for the cost for such treatment.

Pets are not allowed on the premises.

Smoking is NOT permitted in the units.

Open flames are not permitted inside or outside of the premises.

No items are permitted to be secured to the walls with any tape, tacks, nails or any other means that will result in damage to the walls. Any repairs to the walls caused by damage by tenant neglect will be the responsibility of the tenant.

Locks: Tenant agrees not to change locks on any door or mailbox without first obtaining Landlord's written permission. Having obtained written permission, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate key per lock. Tenant will be responsible for the \$100.00 charge to have the locks change should the Tenant not return his key upon departure.

Lockout: If Tenant becomes locked out of the premises, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense.

Assignment and Subletting: Tenant may not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. In other words, tenant may not rent out unit to friends or family.

Dangerous Materials: Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Utilities: Landlord shall be responsible for arranging for and paying for all utility services required on the premises. This may include the following: Electricity, internet, yard services and trash pick-up. Tenants using an exorbitant amount of utilities (based on prior year's average utility usage) will be responsible to pay the difference.

Right of Inspection: Landlord and Landlord's agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

Painting. Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

Insurance. Landlord does not maintain insurance to cover Tenant's personal property or personal injury. We are not responsible to any resident, guest or occupant for damage of loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, hurricane, theft, negligence of other residents, occupants or invited/uninvited guests or vandalism unless otherwise required by law. It is recommended that Tenant obtain a Renter's insurance policy to cover damage or loss of personal possessions and injury, as well as losses resulting from their negligence. Landlord shall not be held responsible in any way for Tenant's damaged or missing personal possessions.

Rules and Regulations. Any fines incurred due to nonconformance with the rules and regulations of the community will be the sole responsibility of the tenant.

Notice of Intent to Vacate. Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement. Should you vacate the unit prior to the expiration of this lease, for any reason without prior approval from landlord, you may remain responsible for the full payment of your rent up to the expiration on this lease and your deposit may be forfeited at the sole discretion of the landlord.

Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

Radon Gas Disclosure. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Landlord/Tenant Act. This Agreement shall be governed by the South Carolina Residential Landlord and Tenant Act. In the event of a direct conflict between the provisions of said Act and provisions set forth herein, the provisions of said Act shall prevail unless otherwise permitted by such Act.

Sale of premises: In the event that the villa sells during the lease, tenant will be given 90 days from closing to vacate the premises.

COVENANTS OF TENANT

Tenant does hereby covenant and agree with Landlord that Tenant will, throughout the term of this Lease and any renewals and extensions thereof:

- A. Use and occupy the Property and common areas in a careful and proper manner, for the purpose of residential use only and for no other purpose.
- B. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Property or any common area or knowingly permit any person to do so who is in or upon the Property.
- C. Conduct himself or herself, and require other persons in or upon the Property to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of their property.
- D. Not at any time use or occupy the Property or any common area, or undertake any activity therein, in violation of any present and future laws or ordinances, or in violation of any covenants, restrictions, rules or regulations applicable to said Property, nor permit any other

person upon the premises to use or occupy the Property or any common area, or undertake any activity, in violation thereof. Tenant agrees to promptly pay all fines, liabilities, etc. which the Regime may impose by reason of any action or fault on the part of Tenant or any guest, invitee or pet thereof.

E. Not do or permit any act or thing to be done in or about the Property which is contrary to or which will invalidate or be in conflict with liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Property, nor shall Tenant keep anything in or about the Property which is prohibited by the fire department, board of fire underwriters, or other authority having jurisdiction over the Property, nor use the Property in a wrongful manner which will compromise the health, safety and welfare of the surrounding neighborhood or conditions of property. Tenant shall pay all costs, expenses, fines, penalties or damage, which may be imposed upon Landlord by reason of Tenant's failure to comply with any provision hereof.

F. Not mortgage, encumber, or permit any lien upon the Property reflecting an obligation of Tenant, nor suffer or permit the Property or any part hereof to be used by others as a residence or for any other purpose, not assign this Lease nor sublet the Property without the prior written consent of Landlord. Lessee covenants that, in the event of any assignment or sublease hereunder, Lessee shall remain fully liable for the full and timely payment of rent, and the full and timely performance of all of the terms and conditions hereof, by the assignee or sub-lessee.

G. Repair at Tenant's expense all damage or injury to the Property, or to any appliance, system, facility, equipment, fixture or furnishing therein, or the common area of the Regime of which the Property is a part, which results from willful act, negligence, carelessness, omission, neglect, or violation of any provision of this agreement by the Tenant or any guest or invitee of Tenant, or any pet thereof. Holes arising by reason of significant hanging of pictures or other items on the walls shall be treated as such damage. Any damage shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, to the reasonable satisfaction of Landlord. If Tenant fails to so make such repairs or replacements, Landlord may do so, in which event the cost thereof, and all expenses incurred by Landlord, shall become collectable as additional rent hereunder and shall be due and payable by Tenant ten (10) days after demand by Landlord, and/or Landlord may pay the same or any part thereof from Tenant's security deposit at Landlord's discretion, and/or Landlord may declare a default under this Lease.

H. Indemnify and save Landlord harmless from and against any liability or expense arising from the use or occupancy of the Property by Tenant, or arising from the condition of the Property, or arising from the use of the common area of which the Property is a part, unless caused by the negligence of Landlord or Landlord's agents; further, from and against any liability or expense arising by reason of, or in connection with, any breach of this Lease by Tenant or any guest or invitee of Tenant.

I. If the Tenant shall at any time be in default in any of the terms, conditions or provision of this Lease, then pursuant to the provisions of Article VII, Sub article II of the South Carolina Residential Landlord and Tenant Act, Landlord shall notify tenant in writing of any such default, in reasonable detail, and Tenant shall have fourteen (14) days after receipt of such notice to remedy the same (or to commence such remedy in good faith); provided, however, this notice

and right to cure provision shall not apply to a default in the payment of rent, any intentional act or omission, or any repeat of a previous violation.

J. If the Landlord shall at any time be in default in any of the covenants, terms, conditions or provisions of this Lease, then pursuant to the provisions of Article VII, Sub article I of the South Carolina Residential Landlord and Tenant Act, Tenant shall notify Landlord in writing of any such default, in reasonable detail, and Landlord shall have fourteen (14) days after receipt of such notice to remedy the same (or to commence such remedy if the breach does not affect health and safety).

K. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or of any of the rules or regulations set forth or hereafter adopted by Landlord shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation nor be deemed a waiver of such covenant or violation, and no provision of this Lease shall be deemed to have been waived by a party hereto unless such waiver be in writing signed by the other party.

L. Neither Landlord nor Landlord's agents shall be liable for any injury to Tenant, nor for any damage to property of Tenant, nor for loss of any property of Tenant by theft or otherwise, nor for any injury or damage to other persons or their property, caused by any person or resulting from any cause of whatsoever nature, unless due to the negligence of Landlord or Landlord's agent.

M. Any bill, notice or demand from Tenant to Landlord may be delivered personally, sent by overnight mail, or sent by registered or certified mail, to the following address of Landlord, or to such address hereafter made known to Tenant in writing. Any bill, notice or demand from Landlord to Tenant may be delivered personally, or sent by overnight mail, or sent by registered mail or certified mail, to the following address of Tenant; or to such other address hereafter made known to Landlord from Tenant in writing. Any notice properly sent by registered or certified mail shall be deemed received three (3) business days after mailing for all purposes hereunder. Vacation Inn, LLC, 224 S Sea Pines Dr., Hilton Head, SC 29928.

N. This Agreement shall be construed pursuant to, subject to, and enforceable under, the laws of the State of South Carolina. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

O. Any violation of this Agreement by one party shall entitle the other party to enforce all remedies permitted by law, including but not limited to actions for damages, eviction, and/or injunction. If either party must seek to enforce this agreement, or recover monies due or damages, through an attorney at law, and is successful, such party shall also be entitled to recover reimbursement of all expenses incurred, including reasonable legal fees.

P. Tenant agrees to pay to Landlord a charge of \$25.00 per occasion in the event that any payment made by Tenant to Landlord shall be returned by Landlord's bank for insufficient funds or closed account. Payment shall be due upon demand, and failure to pay within 10 days of demand shall constitute a default hereunder. If more than one such incident occurs, all future

rent and charges are to be paid by cashier's check, certified check or money order unless otherwise agreed in writing by Landlord.

Q. The unexplained absence of Tenant from the Premises without reasonable advance notice for a period of fifteen days after default in the payment of rent must be construed as an abandonment of the Premises, and Landlord shall be entitled to take possession thereof without legal proceeding, using forcible entry if required, and to deny Tenant further access thereto. If Landlord makes reasonable effort to rent it at fair market rental, this Agreement shall terminate on the date that a new lease takes effect, subject to Landlord's other remedies. If Landlord fails to make reasonable effort to rent it at a fair market value or if Landlord accepts the abandonment as a surrender, this Agreement shall be deemed terminated on the date that the Landlord takes possession. If the Property is abandoned, or if the Lease term ends, and the Tenant has removed a substantial portion of his personal property or voluntarily and permanently terminated his utilities, and has left personal property in the Property or on the premise with fair market value of five hundred dollars or less, the Landlord may enter the Property, using forcible entry if required, and dispose of the property.

R. Tenant agrees, and accepts the obligation, to contact the Landlord as applicable, to ascertain the rules and regulations applicable to the use of common properties, including parking limitations.

S. Time is of the essence with respect to all matters. This Agreement shall supersede all prior written or oral agreement.

T. In the event of any conflict between any of the provisions of this Addendum and any of the provision of the Residential Lease Agreement referred to hereinabove, the provisions of this Addendum shall take precedence, supersede and prevail.

Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as to limited.

LANDLORD:

Signature

Print Name

Date

Tenant:

Signature

Print Name

Date

ADDENDUM TO RENTAL AGREEMENT

This agreement will serve as an addendum to this rental agreement. Please initial by each as indicated

_____ It is understood that upon monthly inspection of premises is determined to not be in good and clean condition that the Landlord will arrange for housekeeping services to enter and clean the premises, at the Tenant's expense.

_____ It is understood that that if it is determined that any maintenance issues are due to careless operation of the appliances or abuse to the plumbing systems that Tenant will be responsible for a portion of the cost to repair.

_____ It is understood that that if it is determined that excessive pest control treatments are required in the unit due to issues brought on by the tenant (units not being cleaned properly, bedbugs, etc.) that Tenant will be responsible for all or a portion of the cost for such treatment.

_____ It is understood that if the keys are not returned upon the termination of this lease, Tenant will be responsible for the \$100.00 charge to have the locks changed which will be deducted from held security deposit.

_____ It is understood that that Tenant will be responsible for any fines incurred due to nonconformance with the rules and regulations.

_____ Security Deposits: It will take a minimum of 30 days before the balance of the security deposit is returned. There could potentially be more deductions taken from the security deposit. Some of those deductions could be: Unpaid citations, additional days occupying the unit after the end of lease date, missing keys, missing mailbox key, or additional cleaning fees or repairs to damages to the unit.

_____ SMOKING IS NOT PERMITTED IN ANY OF OUR UNITS – If it is determined that Tenants were smoking in the unit, an additional charge of \$200.00 will be incurred for additional cleaning. Ash Trays, Chairs, and trash cannot be left outside. Tenant cannot dispose of used cigarettes on lawn, walkways, deck, cigarettes must be disposed of in a safe way. (FC)

_____ Extended stays in properties- Tenants are not allowed to have visitors stay for more than a week per month, unless authorized by Landlord.

_____Parking-Tenants and guest of tenants are only permitted to park in designated parking spaces.

_____Tenants are responsible for their guests and any damages incurred while visiting.

_____Tenants may not move to a different apartment or unit without authorization from Landlord. Tenants must stay in the unit provided.

_____It is understood that the thermostat is to be kept between 71 and 78 at all times, or turned off

_____It is understood that if your roommate moves out before you, you are responsible for any cleaning, trash, or other personnel items left behind. You are also responsible for any keys or access cards that the unit needs to access mail, pool, etc.