

101 Cypress Plantation Road
Moncks Corner, SC 29461
PHONE: (843) 761-8099 FAX: (843) 761-8026

Rental Agreement

RECEIPT IS HEREBY ACKNOWLEDGED BY _____, hereinafter called the OWNERS, of the sum of \$ _____ Deposit, from _____ hereinafter called the tenant or tenants, of apartment dwelling as listed above at a rental rate of \$ _____, which Owners hereby agree to lease to said Tenants for a minimum of _____ months, and on a month to month basis thereafter, with entire lease being in effect each month. All rent to be payable in advance on the first day of each month with a penalty of \$50.00 for rent paid after 5 p.m. on the fifth until the tenth. A \$2.00 per day late charge will be added after the tenth until tenant has zero balance on money owed. Breaking of lease constitutes a forfeiture of deposit and charge for rent remaining on the lease.

**IN CONSIDERATION HEREOF AND USE OR OCCUPANT OF THE
SAID PREMISES THE TENANTS AGREE:**

1. The owners and management wish to maintain the areas surrounding your home as clean and neat as possible. However, it can be done with combined efforts of you and our staff, so it is agreed that your contribution to cleanliness of porches, yards, and all outer spaces in the area that is, you will throw papers, cigarette stubs, or any debris thereon. The porches of your apartment building are not to be used to store bicycles, tricycles, wagons, etc. Porches are not to be used to hang clothes out to dry. Clothes lines are not allowed on porches or in yards. Under no circumstances are motorcycles to be parked on the porches. The emptying of car ash trays onto the grounds of the complex, and or any other deliberate contribution to create an untidy appearance of the environs of your home constitutes a break of the lease. Consequently, you may be required to leave at the end of calendar month for which you have paid with loss of deposit.
2. No alterations of any kind shall be made of the dwelling without written permission of owners or management. Stick-on type picture hangers and or appliances are not permitted. Any damage to property, furniture, or other equipment caused by negligence on your part and or abuse will be repaired by owners and cost of said repairs deducted from your deposit which will be required to repay to bring the deposit back to required amount as stated by lease. A preventive maintenance inspection will be conducted during normal business hours (9:00a.m. to 5:00p.m.) by management personnel. Inspection may be held on a no notification basis. Management has the right to enter dwelling during normal business hours or after business hours for emergency purposes.
3. **Positively** no pets permitted. We do not condone for a single minute, the presence of cats, dogs, or any other loose pets in our apartments. If your visitors have them, you are obligated to see that such pets are left in their car or such place as they desire, as if they are allowed to be brought into your home by you or a visitor, this will constitute a deliberate break in the lease, consequently, your right of occupancy of the apartment will be terminated 72 hours after the time of notice with loss of any rents paid and deposits.
4. The apartment will not be sub-let to anyone for any purpose. The sole occupants of this apartment will be signatory or signatories to the authorized use of the apartment for any illegal reason or immoral purpose will not be condoned. Non-compliance with this very important regulation constitutes instant cancellation of our lease. Consequently, your right of occupancy of the apartment will be terminated 72 hours after the time of notice with loss of any rents and deposits.
5. To furnish management a minimum of a 30 day notice of intent to vacate. This notice shall be a written one and after notice of intent to leave has been given by tenant or management, it is mutually agreed that management will have permission to "SHOW" apartment to prospective tenants at a time that is compatible to both parties concerned. If your original lease has expired on or before the date of your anticipated departure, a 30 day notice is required, however, if it has not, your deposit is automatically forfeited, and you are responsible for rent until expiration of your lease or two months rent paid in full, unless you are covered by the military clause and if such is the case, we require a copy of your transfer (PCS) orders. When you give notice of intent to leave, you will be furnished a set of advisory notes stressing major items we look for in determining acceptability of return of the apartment to us. If we are required to do any cleaning and or repairs to place the apartment in acceptable (to prospective tenants and management) condition, the cost will be deducted from your deposit and a minimum of \$50.00 for cleaning. Likewise, if your original lease is about to expire, the management must give you at least 30 days notice if we do not desire to renew. Your deposit is not affected unless covered by specific infractions of rules.
6. Multiple family living requires cooperation of all in many areas and each must be considerate of others as they are entitled to expect from others. This is especially important in annoying others with excessive noise of any kind. The management, therefore, requests that all radios, stereos, and TV emissions be maintained at sufficiently low level so as not to disturb your neighbor. And in an effort to appease, all the following procedures are established. If noise emanating from a neighbor's apartment is sufficient to disturb you, you should ask them to "tone it down" and that should be and usually is all that is required. However, if they do not comply with your request, you should notify the manager the next day. The manager will then advise the resident that an unsubstantiated complaint has been made, and if true, they must tone it down. Identity of person making complaint is not disclosed at this time. Then should this occur again, you should ask them again and if they fail to comply, call the manager, and management will go to your apartment to check the report. If, in our opinion, your complaint is valid, the offender will be asked by the manager to cease and if he does not, will call the police and press charges, and as in any case, that constitutes a break of the lease. The offender must leave at the end of the calendar month for which he has paid, but the deposit is forfeited.
7. All trash will be dumped in dumpster, and by signing this agreement you are agreeing not to create an unsightly situation by strewing trash around the ground instead of inside the dumpster. Violation by you of this all important paragraph automatically cancels this lease with loss of deposit and rents paid. Trash at apartments is to be placed in dumpsters at all times and at no time trash bags or cans are to be stored or placed on front porch or yard.
8. No waiver by Owners or Managers at any time of any of the terms of this agreement shall be deemed as a subsequent waiver or the same, and waiver for the person so granted only and for the time agreed upon and is not privilege of others.
9. Refund of deposit is made on the 10th of the month following your departure, so please be sure to submit your change of address to the manager in writing before you move. All checks will be mailed.
10. All rents are payable by personal check or postal money order only, made payable to _____ and shall be mailed or brought to the office in sufficient time that it reaches the manager not later than the fifth day of each month. Any rents

after the fifth is cause for the \$50.00 charge to be assessed up until the tenth of the month. A late charge of \$2.00 per day will be added after the tenth until tenant has a zero balance for money owed. No cash will be accepted at any time.

IF YOU DO NOT PAY YOUR RENT ON TIME:

This is your notice if you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

11. Any check that is returned by your bank because of insufficient funds or any other reason not payable will be cause for a \$50.00 charge for handling this matter.
12. Military clause applies to military persons in terminating an unexpired lease except those assigned to on base housing, or going TDY.
13. Cleaning and Damage deposit is \$500.00.
14. Effective date of lease for longevity purpose is _____.
15. No repairing of cars, and or motorcycles on our property at any time. Vehicles are not to be driven or parked on the grass at any time.
16. To pay all utilities to include electric, water, and sewage.
17. Waterbeds are allowed. Washers and dryers are also allowed. Tenant is responsible for any damages caused by their appliances. Violation of this cancels lease and forfeits deposit and all rents paid.
18. Please be advised that the \$500.00 cleaning and damage deposit collected by us, is meant to cover routine damage occasionally incurred and is in no way to be applied to any damage that may be incurred to our property (floors, carpeting, etc.) by failure of any tenant-owned washer or dryer, waterbeds, etc. Such will be paid immediately on repairs being made.
19. We recommend that you obtain Renter's insurance for your protection.
20. No wallpaper or borders are to be hung in apartments by tenants.
21. Maintenance personnel will announce his intention prior to entering premises to perform services requested by the tenant. Routine maintenance is performed between the hours of 9a.m. to 5p.m.
22. Each tenant is issued two sets of door keys at time of move in. It is your responsibility to avoid any lock out. At no time are locks to be changed by tenant.
23. If delinquent accounts are turned over for collection, tenant will be responsible for all fees. _____
24. Mailing address for rent is: **101 Cypress Plantation Rd. Moncks Corner, SC 29461.**
25. Open containers and alcoholic beverages are not permitted in the common area of our community.
26. We recommend that you make extra copies of your keys. Management will not be responsible for lockouts after hours.
27. All maintenance calls will be made to (843)761-8099 during and after office hours.

Having read and discussed this lease, we the undersigned agree to abide by its contents and by our signatures below attest to this fact. Before signing, tenant must reread Paragraph 10 concerning method of making rent payments. This is a binding legal document.

Date _____ / _____ **Manager**

Date _____ / _____ **Tenant**

Date _____ / _____ **Co-Tenant**

See Addendum

RENTAL POLICIES

OFFICE AND STAFF

Office hours are posted at the office.

RENT

Rent is due and payable on or before the **FIRST** of every month. A late fee charge will be assessed for rent paid after the fifth of the month in accordance with the terms of your lease. There is a \$50.00 return check fee.

DISTURBANCES

Should you have a minor disturbance, please contact the office. If there is a major disturbance, please do not hesitate to call the police. All residents are to refrain from disturbing other resident's peaceful enjoyment.

PARKING

Parking spaces are limited. Each apartment is allotted one space only. Extra spaces are first come first serve. Please do not park on the grass area.

AUTO REGISTRATIONS

Your automobile license tag number must be given to the office. This is for your protection. This will be confidential.

No vehicles larger than a passenger automobile (except delivery trucks) will be permitted within the apartment complex. Any type of non-operation vehicle will not be permitted in the development for any reason, any such vehicle may be removed by management at the expense of the resident owning the same. No repairing of vehicles will be permitted in the development. Improperly parked autos will be towed at the owner's expense. Please refrain from spilling or dripping any oil or other petroleum products on the asphalt. Any damages will be repaired and billed to the resident.

MOTORCYCLES, ETC.

No motorized vehicles may be stored in the buildings or porches. This is a fire hazard and is prohibited by Fire Codes. All kickstands must rest on metal plates in order to preserve the asphalt. Any damages done by kickstands will be repaired and billed to the resident.

PUBLIC AREA

Parking lots, sidewalks, and ground areas are all public areas and should be treated as such. No personal articles should be left in these areas. Anything left in these areas will be disposed of immediately.

In order to maintain our landscaping, please use sidewalks that are provided. **NO SOLICITING OF ANY TYPE ALLOWED.** Please contact the management immediately if you are approached by a solicitor.

MODIFICATIONS

Please check with the management regarding the installation of security chains. No locks may be installed on any door without "written" approval by the management.

REPAIRS

If there are any problems with the appliances or accessories, please contact the management immediately for correction. Do not attempt to correct the problem yourself.

DAMAGES

Residents who are responsible for any damages will be billed at the time repairs are made.

GARBAGE DISPOSALS

The disposals are for soft food only. Items such as bones, corn cobs, husks, poptops, lobster and crab shells, seeds, potato skins, etc., should not be put in the disposal. Rice and potatoes swell and will also clog the disposal.

BATHROOMS

Do not put Pampers, paper towels, sanitary napkins, or tampons in the commodes. Use only toilet tissue. When stoppage occurs, you should turn the water valve off at the base of the commode and call the management.

Use no abrasive cleansers (Ajax, Comet, etc.) or scouring pads on sinks or fiberglass tubs. These will mar the finish.

PETS-NO PETS ALLOWED WHATSOEVER!!!!

PORCHES, PATIOS, AND FENCES

Towel and/or other items are not to be draped on porches, patios, or fences.

FIRE AND THEFT

Each resident must obtain renter's insurance to cover his personal property and provide sufficient liability coverage for any damages caused by his actions or a guest's, whether accidental or intentional.

EXTERMINATION

The landlord or their authorized agent will enter the apartment to provide this service.

ENTRANCE REQUEST FOR MAINTENANCE

If a resident requests that work be performed in his/her unit, a 24 hour notice is NOT required. The fact that the request is made will allow management immediate entry without further notice.

MISCELLANEOUS

DO NOT GRILL on the porches. This is in violation of local Fire Codes.

ALCOHOLIC BEVERAGES

It is a violation of our policies and SC state law to consume alcoholic beverages in public areas including parking areas, and other common areas.

DUMPSTERS

Dumpsters are provided on the property. It is the resident's responsibility to keep the area around the dumpsters free of trash. PLEASE USE TRASH BAGS. This helps to prevent the spread of disease and keeps away varmints.

CHILDREN

Parents will be held accountable for all actions of their children. Any damages caused by the child will be paid at the time of the notification, and necessary repairs or clean up will be made.

The Management reserves the right to change policies to benefit the community.

WELCOME TO OUR COMMUNITY!!!

By placing my signature hereon, I affirm that I have read the policies stated. I understand the terms and will comply with the same.

_____Date_____

_____Date_____

RENTAL APPLICATION

101 Cypress Plantation Road
Moncks Corner, SC 29461
PH: (843)761-8099

APPLICATION FEE PAID _____
APT# _____
MOVE IN DATE _____
DEPOSIT _____

#OF BEDROOMS _____ DATE NEEDED _____

APPLICANT'S FULL NAME _____

DATE OF BIRTH _____ MARITAL STATUS _____

PRESENT ADDRESS _____

PRESENT TELEPHONE _____ PRESENT LANDLORD _____ PH. _____

HOW LONG THERE? _____ AMT. OF RENT _____ REASON FOR MOVING _____

EMPLOYER _____ HOW LONG? _____

EMPLOYER'S ADDRESS _____

POSITION _____ SSN _____

INCOME PER MONTH _____ OTHER INCOME _____

*If you are a member of the US Armed Forces, please complete the following information:

BRANCH OF SERVICE _____

SQUADRON _____ RATING _____ POSITION _____

WORK TELEPHONE _____

CO-APPLICANT'S FULL NAME _____

DATE OF BIRTH _____ MARITAL STATUS _____

PRESENT ADDRESS _____ PRESENT TELEPHONE _____

PRESENT LANDLORD _____

HOW LONG THERE? _____ AMT. OF RENT _____

REASON FOR MOVING _____

EMPLOYER _____ HOW LONG? _____

EMPLOYER'S ADDRESS _____

POSITION _____ SSN _____

WORK TELEPHONE _____

INCOME PER MONTH _____ OTHER INCOME _____

NO. OF CHILDREN _____ AGES _____

AUTOMOBILE MAKE _____ MODEL _____ YR. _____ COLOR _____

LICENSE TAG NO. _____ STATE _____

AUTOMOBILE MAKE _____ MODEL _____ YR. _____ COLOR _____

LICENSE TAG NO. _____ STATE _____

APPLICANT'S DRIVER'S LICENSE# _____ STATE _____

CO-APPLICANT'S DRIVER'S LICENSE# _____ STATE _____

REFERENCES: BANK NAME _____ ADDRESS _____

BRANCH _____ CHECKING ACCT. # _____

CREDIT REFERENCE _____ ACCT. NO. _____

ADDRESS _____

CREDIT REFERENCE _____ ACCT. NO. _____

ADDRESS _____

IN CASE OF EMERGENCY NOTIFY: _____

ADDRESS _____ PHONE _____ RELATION _____

I hereby make application for an apartment and certify that the above information is correct. I hereby authorize you to contact any of the credit references listed above. SECURITY DEPOSIT IS NON-REFUNDABLE AFTER 48 HOURS OF SIGNING APPLICATION.

/application fee is non-refundable.

APPLICANT'S SIGNATURE _____ DATE _____

CO-APPLICANT'S SIGNATURE _____ DATE _____

UTILITY RESPONSIBILITY FORM

Community: _____ Apartment #: _____

I am assuming the responsibility of contacting all the necessary utility companies in order to change the services into my own name. This will be done before I move into my new apartment.

I have received from the undersigned representative the contact numbers for these utility companies.

I agree that the electrical, water, and sewer services in my new apartment will be placed in my name as of _____.

I also agree that I will be responsible for and immediately reimburse the property for any utilities which are not changed into my name by the above stated date.

Resident

Date

Resident

Date

Manager