

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS) **RESIDENTIAL LEASE**

THIS AGREEMENT entered into this ____TH day of _____,
_____, by and between **City of Easley**, hereinafter called "Landlord," and
_____, hereinafter called "Tenant."

WITNESS:

Tenant shall hold the City harmless for injuries to persons, repairs to the leased property, and damages associated with the leased property.

Landlord leases to Tenant and Tenant leases from landlord property generally referred to as the dwelling located at 130 Esther Drive, Easley, SC 29642, hereinafter referred to as the leased property.

The parties agree as follows:

SECTION 1. *Term and Amount.* At the commencement of the term, the Tenant shall accept the land and any improvements on or to the leased property in their existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. The term of this lease shall commence on this date and shall end, unless sooner termination in accordance with the contained provisions, on_____, both dates inclusive. In the event that the Tenant holds over for more than one (1) day after expiration of the term of this lease without the written consent of the Landlord, the Landlord, at its option, may deem such holdover a renewal of the lease for an additional term of one (1) month as a month-to-month tenancy under the terms, covenants, and conditions thereof, or the Landlord may take such steps as may be required to remove the Tenant from the leased property, provided, however, that the Tenant shall have the option to purchase the premises as provided below.

During the initial term of the lease, the Tenant shall pay to the Landlord the monthly rent equal to \$900.00, payable in lawful money of the United States in consecutive, equal installments on the first (1st) day of each month beginning _____, 20_____, and continuing on the first day of each month thereafter throughout the term of this lease. Rent not received so deposit can be made on the 5th day of the month will be subject to a \$50.00 late fee. Tenant agrees pay the

landlord during the term, at 205 North First Street, Easley, SC 29640, or to another person or another place as may be directed from time to time by written notice to Tenant by the Landlord. The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including attorney's fees, lawfully and reasonably incurred in obtaining possession of the leased premises after default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of this lease or enforcing any covenant of the Tenant herein contained.

SECTION 2. *Deposit.* At the commencement of this lease, the Tenant agrees to pay the Landlord a deposit of \$_____.

SECTION 3. *Use.* The Tenant, upon payment of the rent herein reserved and the deposits contained herein and upon the performance of all of the terms of this lease, shall quietly have and enjoy the leased property, less that portion of the leased property needed for landlord's intended construction, during the term of this lease, without hindrance or molestation by anyone claiming by or through the Landlord. The Tenant may use the premises for any lawful residential purpose, including the purpose of providing lodging to tenant's guests or other invitees on a short-term basis and for no other purposes. Tenant further agrees that it shall not use or occupy the premises in violation of any law, ordinance, regulation or of any violation of the terms and provisions of any applicable restrictions to which the premises is subject. Tenant may not sublease or assign the premises on a short-term or long-term basis unless the Tenant has obtained the prior written consent of the Landlord. The Tenant shall promptly at the discovery of any unlawful business, disreputable or extra hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any occupants or other persons guilty of such unlawful, disreputable or extra hazardous use. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorney's fees, arising out of any violation of or default in these covenants by the Tenant. The Tenant shall keep the leased premises in a neat, well-groomed, and clean manner, and shall remove any and all trash from the premises. The Tenant shall not cause any water or drainage problems upon the premises due to landscaping, grading, paving or construction. At the expiration of the term of this lease or its earlier termination, the Tenant shall remove any of the Tenant's personal property from the leased property at the Tenant's sole expense, and repair or replace any damage occasioned by the Tenant or any of her guests.

SECTION 3. *Alterations.* No alterations, additions, or improvements may be made to the premises by Tenant without the prior written consent of the Landlord. Any alterations, additions, or improvements made by the Tenant after consent shall have been given, and any fixtures installed as a part, shall at the Landlord's option become the property of the Landlord on the termination of this lease; provided,

however, that the Landlord shall have the right to require the Tenant to remove fixtures at Tenant's costs on the termination of this lease.

SECTION 4. *Repairs.* Tenant shall, at its own expense, make all repairs, maintenance and replacements to the premises which would ordinarily and necessarily be done by a homeowner in the ordinary course of home occupancy. Further, the Tenant shall keep the leased property clean, maintaining suitable receptacles for trash and refuse, and removing from the leased property all accumulations of trash and refuse. Tenant covenants that it will not commit, or permit to be committed, any waste on the leased premises. Tenant shall also be responsible, at its sole expense, to keep the interior and the exterior of the leased premises in good order and to comply with all local fire, sanitation, environmental and other similar rules and regulations of any federal, state or local authority. In short, the Landlord shall not be responsible for any repairs, replacement or maintenance of the leased property. If it should become necessary for the Landlord to make any repairs, replacements or maintenance, the Tenant agrees to reimburse the Landlord for all costs and expenses within five (5) days of presentation of same. The Tenant shall comply with the requirements of all policies of public liability, fire and other types of insurance at any time in force in respect the leased property and any other improvements thereon.

SECTION 5. *Surrender.* The Tenant shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the leased property to the Landlord in a clean condition, including all buildings, alterations, rebuildings, and replacements thereon in as good condition and repair as at the commencement of the term.

SECTION 6. *Casualty.* Either party shall have the option to terminate this lease by written notice to the other in the event that the premises are totally destroyed or to the point of being not reasonably habitable or in the event that the premises cannot be restored within ninety (90) days of the date of damage. If the premises is damaged in a manner than can be reasonably repaired within ninety (90) days and the Landlord so elects and commits to undertake and complete repairs in the time frame, and the rent shall be abated and proportioned as to the portion of the premises which is unusable by Tenant until the repairs to the premises are completed. Tenant will maintain his or her own insurance for her personal property and personal liability.

SECTION 7. *Utilities.* Tenant shall be responsible for the payment of all utilities, including but not limited to electricity, water, sewer, telephone, cable television, natural gas, and other services consumed or used in or about the premises, or supplied to the leased property. In no event shall the Landlord be liable for any interruption or failure in the supply of utilities to the premises. The Tenant further agrees to protect, save harmless and indemnify the Landlord against any claim or liability on such account.

SECTION 8. *Failure to Pay Rents or Deposits.* If the leased property is vacated or deserted, or if there shall be a default in the payment of the rent, or any part thereof for more than five (5) days after the due date, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, this lease, if the Landlord so elects, shall thereupon become null and void, and the Landlord shall have the right to re-enter or repossess the leased property either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Tenant or other occupants thereof and their effects without being liable to any prosecution therefor. In such case, the Landlord may, at its option, relet the leased property or any part thereof as agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent hereby served and agreed to be paid by the Tenant for the portion of the term remaining at the time of the re-entry or repossession, and that amount, if any, received or to be received under such reletting, for a reasonable period of time. If the Tenant defaults, deserts or vacates the premises, the Tenant hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end; and waives or will waive the right to trial by jury in any summary proceeding hereafter instituted by the Landlord against the Tenant in respect to the leased property. The parties expressly incorporate '27-40-710(B) of the Code of Laws of South Carolina which provides the following:

(B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

"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."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

SECTION 9. *Landlord=s Access.* After giving reasonable and proper notice of at least five (5) days to the Tenant the Landlord or his agents may enter the leased property at any reasonable time during regular working hours for the purpose of inspecting the leased property and performing any work which the Landlord elects to undertake. The Landlord may enter at other times in the event of any emergency.

SECTION 10. *Notice.* Any notice required or permitted to be given shall be in writing and may be given by personal delivery or by US certified mail, postage prepaid and return receipt requested, or by express commercial carrier address to the Tenant or the Landlord at the address set forth above. Either party may by notice to the other party specify a different address for notice purposes except that initially on the Tenant=s taking possession of the premises, the premises shall constitute the Tenant=s address for notice purposes.

SECTION 11. *Headings.* The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this lease or any provision.

SECTION 12. *Landlord=s Nonliability.* The Landlord shall not be liable for any personal injury to the Tenant or to its guests, or to any other occupant of any part of the leased property, or for any damages to any property of the Tenant. The Tenant agrees to protect save harmless and indemnify the Landlord from any claim for personal injury or property damage to the Tenant or of any other occupant of any part of the leased property unless caused by acts of negligence of the Landlord or occupants of the adjacent properties.

SECTION 13. *No Waiver.* No delay or failure by either party to exercise any right or remedy under this lease, and no partial or single exercise, shall constitute a waiver of that or any other right or remedy, unless otherwise expressly provided in writing. Further, the waiver by the Landlord of any breach of any provision of this lease shall not constitute a continuing waiver of any subsequent breach of the same or of a different provision. No provision of this lease shall be deemed to have been abrogated or waived by reason of failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

SECTION 14. *Gender.* All nouns and pronouns used herein shall be deemed to include the masculine, feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits. The terms ALandlord@ and ATenant@ as used shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant, the obligations in this lease imposed on the Tenant shall be joint and several.

SECTION 15. *Time is of the Essence.* Time is expressly declared to be of the essence.

SECTION 16. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina. Each party further agrees to submit to the jurisdiction of the State of South Carolina in the County of Pickens.

SECTION 17. *Read and reviewed.* The Tenant further agrees that it has read the entire lease; that the Tenant has had an opportunity to have this lease read by counsel of its own choice, whether exercised or not; that the Tenant has not relied on the Landlord to act in the Tenant=s best interests; and, that the Tenant believes this lease to be fair and equitable.

SECTION 18. *Partial Invalidity.* If any provision of this lease or the application of the provision to any person or circumstances shall to any extent be held void, unenforceable, or invalid, then the remainder of this lease or the application of the provision to person or circumstances other than those to which it is held void, unenforceable or invalid shall not be affected, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 19. *Enforcement Expense.* If either party is required to institute litigation against the other party to enforce its rights under this lease and if the party obtains a valid judgment against party, the non-prevailing party shall be required to pay all reasonable costs, expenses and reasonable attorney=s fees of the prevailing party.

SECTION 20. *Entire Agreement; Amendment.* This lease constitutes the entire agreement between the parties with respect to the present subject matter, and no prior agreement or understanding with regard to any subject matter shall be effective for any purpose. No provision of this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals this ____TH day of _____, 2020.

WITNESS:

LANDLORD

City of Easley

Huey P. Womack, Jr.
Mayor

TENANT(S):

Sworn to before me this
the ____ day of _____, 2020.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____