

SOUTH CAROLINA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this _____ day of _____, 20____, by and between:

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (the "Premises"):

II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month.** Commencing on the ____ day of _____, 20____, and continuing on a month-to-month basis until terminated by either party with at least thirty (30) days written notice.

III. RENT

The Tenant shall pay to the Landlord the sum of \$ _____ per month as Rent for the Term of the Agreement.

The Rent shall be due on the _____ day of each month (the "Due Date").

Rent shall be paid via the following method(s):

IV. SECURITY DEPOSIT

Pursuant to South Carolina Code Section 27-40-410, the Tenant shall pay a security deposit in the amount of \$ _____ to the Landlord upon the execution of this Agreement.

1. **Return of Deposit:** The Landlord shall return the security deposit, less any deductions for accrued rent and damages suffered by the Landlord by reason of the Tenant's noncompliance with Section 27-40-510, within thirty (30) days after the termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later.
2. **Itemized List:** If any deductions are made, the Landlord shall provide the Tenant with a written itemized list of damages and the amount withheld.
3. **Forwarding Address:** The Tenant must provide the Landlord in writing with a forwarding address for the return of the security deposit.

V. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid by the _____ day of the month, the Tenant shall pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay to the Landlord a returned check fee of \$ _____ .

VI. NOTICE OF RENT DEFAULT (S.C. CODE § 27-40-710(B))

IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) 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.

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

VIII. UTILITIES AND SERVICES

The Landlord shall be responsible for providing the following utilities and services:

- ☐ Water ☐ Electricity ☐ Gas ☐ Trash Collection ☐ Cable/Internet ☐ Landscaping
- ☐ None

The Tenant shall be responsible for obtaining and paying for all other utilities and services not listed above.

IX. PETS

☐ **No Pets.** No pets or animals are allowed to be kept in or about the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pets:

The Tenant agrees to pay a non-refundable pet fee of \$

_____ .

X. RIGHT OF ENTRY

Pursuant to South Carolina Code Section 27-40-530:

1. The Tenant shall not unreasonably withhold consent to the Landlord 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, tenants, workmen, or contractors.
2. 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 change in weather conditions which pose a likelihood of danger to the property;
 - b. Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services (as defined in the lease), provided the Landlord announces their intent to enter;
 - c. Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant.
3. Unless the entry is for one of the reasons stated above or is an emergency, the Landlord shall give the Tenant at least twenty-four (24) hours notice of the intent to enter and may enter only at reasonable times.

XI. MAINTENANCE AND REPAIRS

Tenant's Duties: Pursuant to S.C. Code Section 27-40-510, the Tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keep the dwelling unit and that part of the premises that he uses safe and reasonably clean;
3. Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

4. Keep all plumbing fixtures in the dwelling unit or used by the Tenant reasonably clean;
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises;
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

Landlord's Duties: Pursuant to S.C. Code Section 27-40-440, the Landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas of the premises in a reasonably safe condition;
4. Maintain in good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied or required to be supplied by him.

XII. DISCLOSURE OF LANDLORD/AGENT

Pursuant to S.C. Code Section 27-40-420, the Landlord or a person authorized to enter into a rental agreement on his behalf shall disclose to the Tenant in writing at or before the commencement of the tenancy the name and address of an owner of the premises or a person authorized to act on behalf of the owner as agent, inter alia, for purposes of service of process and receiving or receipting notices or demands.

Authorized Person/Agent:

Name: _____

Address: _____

Owner:

Name: _____

Address: _____

XIII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

The Premises was built:

☐ Before 1978 (Landlord must provide Lead-Based Paint Disclosure Form).

☐ After 1978.

XIV. ABANDONMENT

Pursuant to S.C. Code Section 27-40-730, 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, the Landlord shall make reasonable efforts to rent it at a fair rental.

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, specifically the South Carolina Residential Landlord and Tenant Act (Title 27, Chapter 40 of the Code of Laws of South Carolina).

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both parties.

XVII. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions are as follows:

XVIII. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Second Tenant, if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of South Carolina

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ (Name of Landlord) and
_____ (Name of Tenant(s)).

Signature of Notary Public: _____

Print Name of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)