

LEASE

THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE. EACH TENANT AND THEIR GUARANTOR UNDERSTANDS THAT ONE IS OBLIGATED TO PAYMENT OF RENT FOR THE FULL TERM OF THE LEASE AS INDICATED. IF ONE VACATES FOR ANY REASON, PAYMENT IS STILL DUE.

1. NAMES OF LANDLORD AND TENANT

Name of **Landlord**: **McBride Properties, LLC**
557 Hwy 9 ByPass East
Lancaster, SC 29720

Name of **Tenant**:

2. LEASED PROPERTY

ADDRESS:

The **Lease Property** is the place that the **Landlord** agrees to lease to the **Tenant**. The Leased Property is located in Lancaster County and is more known as (University Place Residences). **Landlord** reserves the right to re-assign the leased property at the end of any school semester during the term of this lease. **Landlord** reserves the right to assign **Co-Tenant** to the **Property**. In no case will the number of **Tenants** exceed the number of bedrooms in the **Property**.

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on _____

This lease ends on _____

Tenant staying past lease end date will be billed \$300.00 per week, payable in advance.

4. RENT

The amount of rent due for the lease contract is: **\$7,500.00**. Terms of payments are:

Payment is to be made in full before moving into the unit. The lease amount is to be paid in full and in advance of moving into the unit.

Landlord does not have to ask **(MAKE DEMAND UPON) Tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**. **Tenant** agrees to pay a **LATE CHARGE** of \$100.00 if **Tenant** does not pay the rent when due.

A **LATE CHARGE** OF \$100 will be charged on any rent more than ten days late. If **Tenant** mails the rent to **Landlord**, the date of payment will be the date the letter is postmarked.

5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$500.00. This deposit includes a \$200 non-refundable redecorating fee. Payment of the full deposit and redecorating fee is due at the time the lease is signed by **Tenant**. **Landlord** can take money from the security deposit to pay for any damages caused by **Tenant**, **Tenant's** family and **Tenant's** guests. After taking out for damages and unpaid rent, or any other obligations under the lease, **Landlord** agrees to send to **Tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **Tenant** no later than 30 days after this Lease ends and **Tenant** leaves. **Tenant** agrees to give **Landlord** a written forwarding address when **Tenant** leaves and the lease ends.

6. DAMAGE TO LEASE PROPERTY

Tenant agrees to notify **Landlord** immediately if the Lease Property is damaged by fire or any other cause.

Tenant may:

1. **Live in the undamaged part of the Leased Property and pay less rent until the Leased Property is repaired OR**
2. **End the lease and leave the Leased Property.**

Tenant agrees that if the Leased Property is damaged or destroyed and **Tenant** ends the lease, **Landlord** has no further responsibility to **Tenant**.

7. INSURANCE

Landlord agrees to maintain insurance on the building where the Leased Property is located. **Tenant's** own property is not insured by **Landlord's** insurance. **Tenant** is responsible for **Tenant's** own property that is located in the Leased Property. **Tenant** is required to independently purchase renter's insurance to protect any and all of **Tenant's** personal property on the leased premises and/or in any common areas from any and all damages.

8. TRANSFER BY TENANT

Tenant agrees not to transfer this lease to anyone else without the prior written permission of **Landlord**. **Tenant** agrees not to lease all or any part of the Leased Property to anyone else without the prior written consent of **Landlord**. **Tenant** agrees that if **Tenant** transfers this lease or leases all or a part of the Leased Property to another, **Tenant** has broken this lease.

9. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people that is the actual and direct fault of **Landlord** or people employed by **Landlord** at the Leased Property. **Tenant** is responsible for all damage to the Leased Property and injury to people caused by **Tenant, Tenant's** family or guests. **Tenant** agrees that **Landlord** is not responsible to **Tenant, Tenant's** family or guests for damage or injury caused by water, snow, or ice that comes onto the Leased Property unless **Landlord** was actually and directly at fault.

In signing this lease, **Tenant** specifically agrees that he/she is responsible for any damages to the bedroom he/she occupies. Damage to any common areas and/or exterior feature caused by **Tenant** and/or his or her guest will be charged equally to all **Tenants** assigned to that **Property**.

10. USE OF LEASED PROPERTY

Tenant agrees to use the Leased Property only as a residence. **Tenant** agrees to obey all federal, state, and local laws and regulations when using the Leased Property. **Tenant** agrees not to store any flammable or dangerous things in or around the Leased Property. **Tenant** agrees not to do anything in or around the Leased Property which could harm anyone or damage any property.

11. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the Leased Property. If **Tenant** breaks any rules or regulations for the Leased Property, **Tenant** breaks the lease. See attached list.

12. CARE OF LEASED PROPERTY

Tenant is responsible for, and will take good care of, the Leased Property and all of the property in and around the Leased Property. **Tenant** agrees to pay for any damage which is the fault of **Tenant, Tenant's** family and **Tenant's** guests. **Tenant** agrees to move out and give back the Leased Property to **Landlord** when lease ends.

13. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

Tenant agrees that **Landlord** and people working for **Landlord** may go into the Leased Property at reasonable times. **Landlord** and other people working for **Landlord** may inspect, make repairs, do maintenance, and show the Leased Property to others.

14. UTILITY SERVICES

Landlord agrees to pay for the charges for utilities and services supplied to the Leased Property as follows: Electricity, Water(total of these two not to exceed \$150/unit),cable TV(Basic Plus service),

Internet, trash collection, and Lawn Maintenance. **Landlord** has the right to turn off service to the Leased Property in order to make repairs or to do maintenance.

15. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE

TENANT breaks this lease when:

1. DOES NOT PAY RENT OR OTHER CHARGES TO **LANDLORD** ON TIME(WHEN DUE AND PAYABLE)
2. LEAVES THE LEASED **PROPERTY** FOR GOOD WITHOUT THE **LANDLORD'S** PERMISSION BEFORE THE END OF THE **LEASE**
3. DOES NOT LEAVE THE LEASED **PROPERTY** AT THE END OF THE **LEASE**
4. DOES NOT DO ALL OF THE THINGS THAT **TENANT** AGREED TO DO IN THIS **LEASE**.

IF TENANT BREAKS THIS LEASE:

1. **TENANT** MAY LOSE **TENANT'S** SECURITY DEPOSIT.
2. **LANDLORD** CAN SUE **TENANT** FOR EXPENSES TO INCLUDE: OVERDUE RENT, LATE FEES, DAMAGES CAUSED BY **TENANT**, REASONABLE ATTORNEY'S FEES AS PART OF A COURT RULING
3. **LANDLORD** MAY SUE TO GET LEASED **PROPERTY** BACK (EVICTION)

16. SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT

The provisions of the Lease Agreement are intended to comply with the South Carolina Residential Landlord and Tenant Act (S.C. Code of Laws 27-40-10 et. Seq.). If any provision of this Lease Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Lease Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties consent to an interpretation by the court which will provide enforcement to the maximum extent permitted by law including compliance with the South Carolina Residential Landlord and Tenant Act.

17. TENANT EXAMINATION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that he/she has examined the leased premises and his/her acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and **Tenant** agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereafter set forth specifically in writing. **Landlord** will deliver the

leased premises and all common areas in a habitable condition pursuant to applicable State law. **Tenant** takes premises in the AS-IS condition.

18. GUARANTY

Intending to be legally bound, and in consideration of the Lease Agreement with the **Tenant**, the undersigned **Guarantor** hereby guarantees the faithful performance of all terms and conditions of the Lease and guarantees payment in full of all sums that may become due the **Landlord** by **Tenant**. This **Guaranty** shall remain in effect throughout the term of this **Lease** and any continuation or renewal thereof. The liability of the undersigned shall be continuing and unconditional and **Landlord** shall not be required to exercise remedies against **Tenant** before proceeding against the undersigned. This **Guaranty** is a guaranty of payment and not of collection.

BY SIGNING THIS LEASE AGREEMENT, TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE SIGNED BY **LANDLORD**: _____ **LANDLORD**:
McBRIDE PROPERTIES, LLC

Sign _____

Print _____

DATE SIGNED BY **TENANT**: _____ **TENANT**: _____

PRINT: _____

DATE SIGNED BY **GUARANTOR**: _____ **GUARANTOR**: _____

PRINT: _____

RELATIONSHIP: _____

GUARANTOR: _____

PRINT: _____

RELATIONSHIP: _____

INTERNET/ETHERNET AGREEMENT

LANDLORD: McBRIDE PROPERTIES, LLC

TENANT(S): _____

LEASED PREMISES: _____

STARTING DATE OF LEASE _____

ENDING DATE OF LEASE _____

PROVIDER OF SERVICE

Landlord provides direct connections to an internet service provider and/or a university network, where available as chosen by Landlord. This service is available to Tenant at no additional charge. Tenant may find it necessary to purchase a Network Interface Card and/or other equipment to connect Tenant's PC to the Landlord's network. This equipment expense will be Tenant's sole responsibility. In the event Tenant is in default under any of the terms of this lease, or in violation of the terms and conditions of the internet service provider and/or the terms and conditions governing the use of university provided services, Landlord has the right to discontinue Tenants connection. Should Tenant desire to use alternative Internet or on-line services, Tenant shall have the right to do so, at Tenants expense.

Landlord will not be liable for any interruption, surge, or failure of utilities or services provided to Tenant or any damage directly or indirectly caused by interruption, surge or failure.

RESPONSIBILITY FOR CONTENT OF TRANSMISSIONS

Tenant is solely responsible for the content of any transmissions made by any Tenant and any third party utilizing the connections provided by the Landlord. Tenant's use of any organization network or computing resources is subject to their respective permission and usage policies. Tenant agrees to comply with any applicable laws with regard to the transmission and use of information and content, and the solicitation of any activity that is prohibited by applicable law over the Internet. Tenant further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment. Tenant shall be liable for and shall indemnify and defend Landlord from and against all claims in any arising from or related to (i) the alleged infringement of patent, trademark, design, copyright, or any other intellectual property right in relation to the Tenants use of the services and Tenant use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of

privacy right of publicity the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

McBride Properties, LLC is not the Internet Service Company. In the event the tenant has a problem connecting to the internet providing company and Online Computers comes on site to help resolve the issue and, if the issue is with the tenant's ability or equipment, Online Computers will bill the tenant directly.

REGISTRATION

Tenant understands that internet use, and related products and services provided under this agreement may require registration and related administrative reports that are public in nature.

LIMITATION OF ACCESS BY TENANT

Tenant shall limit access to and use of the Internet connecting services solely for their own use, and shall not resell or otherwise generate income by providing access to the Internet service to other parties. Tenant right to use the Internet services and products hereunder is limited to Tenant, and is nontransferable.

SIGNATURE OF LANDLORD:

SIGNATURE OF TENANT:

McBRIDE PROPERTIES, LLC

SIGN:

SIGN:

PRINT:

PRINT:

DATE: _____

DATE: _____

RULES AND REGULATIONS

1. In addition to the terms, covenants, and conditions contained in this lease agreement, **Tenant** covenants and agrees to be bound by the rules and regulations applicable to all **Tenants**.
2. **Landlord** reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification, or alteration shall serve the purpose of reasonable preserving the Leased Property and the rights and interests of the **Tenants** to quiet enjoyment of the property.
3. **Tenant** shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
4. **Tenant** shall not make or permit any disturbing noises to be made on the property by himself/herself, members of his/her family, guests or permit anything to be done that will interfere with the right, comforts, or convenience of other **Tenants**. **Tenant** shall not play any musical instrument, phonograph, television, radio or other audio equipment on the premises between eleven o'clock p.m. and eight o'clock am, of the following day. A fine of \$200 will be charged for loud parties, loud music, and other disturbing noises.
5. **Tenant** shall keep the property in good state of preservation and cleanliness. Any trash that is left on the grounds and porches will be removed to the dumpsters. The **Tenants** responsible for the trash will be charged at the rate of \$10 per bag or a minimum charge of \$20 per incident. Neither **Tenants** nor their guest shall throw cigarette butts on the grounds, paving, patios or porches.
6. No ashtrays, garbage can, wood box, kitchen supplies, ice, laundry, furniture or other articles whatsoever shall be placed on the patios, staircases, or landings, with the exception of deck furniture on rear patios. No articles shall be hung from the windows or placed upon the window sills.
7. The commodes and other water apparatus such as dishwashers shall not be used for any other use other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the **Tenant** upon whose property it shall have been caused. In additions, **Tenant(s)** will be charged for any toilets and garbage disposals that have been clogged by foreign objects.
8. Garbage, refuse, and other waste matter shall be disposed of in the dumpster provided.
9. **Tenant** will not add, remove, enter or change any locks without prior written consent of the **Landlord** or **Landlords** agent.
10. **Tenant** shall inspect the smoke detector weekly and is responsible for replacing batteries as needed. **Landlord** shall not be responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable battery or otherwise. Should **Tenant** fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, **Tenant** shall be assessed the sum of \$50.00. **Tenant** shall also be responsible for care

and maintenance of the fire extinguisher. The fire extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, **Tenant** must make arrangements with our maintenance office to recharge it. The cost of recharging the extinguisher will be billed to all residents of the unit.

11. **Tenant** will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Also, upon leaving property for any extended period of time, **Tenant** shall provide for daily inspection of the property during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF AUXILIARY HEATERS ARE PROHIBITED). **Tenant** is responsible for any damage to unit that occurs because heat was turned below 55 degrees F or off. **Tenant** is responsible for changing filters.
12. No sticky materials whatsoever or large nails, hooks, screws or string lights (such as holiday decorations) are to be put in/on walls or ceiling. If any nails whatsoever are used to hang pictures, walls must be restored to original condition at end of lease.
13. Keys will be loaned to **Tenant** during reasonable business hours. Proof of ID and a \$10.00 deposit are required. If a key is lost or not returned at the end of the lease term, **Landlord** will charge **Tenant \$100.00** for costs of changing lock.
14. **Tenant** shall furnish light bulbs and fluorescent tubes.
15. **Tenants** are not permitted on rooftops.
16. **Tenant** agrees to responsible for insects control inside **Tenant's** dwelling unit.
17. Notice shall be given to **Landlord** if the property is not going to be occupied for a period of time.
18. Water beds, halogen lamps and charcoal grills are not permitted.
19. Beer kegs may not be brought onto the property, or **Tenant** will be fined \$600.00.
20. **Tenant** agrees to park in designated parking only. **Tenants(s)** may not park or drive on the grass at any time. Cars cannot be parked in fire lanes along curbs, near dumpsters, behind another car, or any location other than designated parking spaces. Any cars parked in undesignated areas will be towed at owner's expense. **Tenant** is responsible for informing his/her guests of all policies contained in this lease.
21. **Tenant** must use ironing board when ironing clothes. At no time should the **Tenant** place a hot or warm iron on the floor. If floor is burned by any means (iron, cigarette burns, candles, etc.) the ENTIRE floor will be replace at **Tenant's** expense.
22. **Tenant** may not move into the property until the security deposit and initial rent have been paid.
23. NO PETS ARE ALLOWED AT ANY TIME. THERE WILL BE A \$500 **MINIMUM** CHARGE PER INCIDENT. IF A PET IS IN **THE PREMISES AT ANY TIME**. THIS REFERS TO ALL PETS WHETHER THE PET BELONGS TO THE TENANT **OR NOT**. **ALL FLOORS WILL BE REPLACED AT TENANT EXPENSE IF A PET HAS BEEN IN THE UNIT**.
24. Occupancy shall be limited to the person(s) named on the Lease Agreement. Local ordinances provide for over-occupancy, which constitutes a zoning violation which may be subject to fines and/or criminal punishment. **Tenants** are specifically advised of the

existence of this Ordinance and should any violation occur or be alleged to have occurred, **Tenants** agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. **Tenants** will be charged \$800.00 per illegal occupant for violation of this ordinance.

25. As stated in your lease, you may not sublet or assign your apartment without your **Landlord's** written approval. Sublet and assignment fees are \$250. The prospective **Tenant** must fill out and submit an application and an application fee of \$50 to **Landlord**. A violation of this sublet procedure will result in a \$500 charge per incident and any non-authorized parties will be evicted.

26. Tenant(s) will be charged according to the following rate schedule for mishaps and violations of the rules and regulations:

- | | |
|---------------------------------------|--|
| a. Illegal Pets Minimum Charge | \$500.00 |
| b. Check returned from bank | \$ 25.00 |
| c. Lockout after Office Hours | \$ 50.00 |
| d. Late Rent Fee | \$100.00 AFTER 10 DAYS |
| e. Lost Keys | \$ 10.00 |
| f. Lock Charge | \$100.00 |
| g. Lost Mail Key | \$ 20.00 |
| h. Beer keg | \$600.00/incident |
| i. Noise violation | \$200.00/incident |
| j. Occupancy violation | \$800.00/person not on lease occupying |

27. Tenant will not bring any illegal substance of any kind on to premises or permit any guest or visitor to do so.

28. Tenant agrees that any loud music, obnoxious behavior, or any other activity that would prohibit the quiet enjoyment of the premises or of the nearby units shall constitute breaking of the **Lease**.

29. Tenant agrees to a \$750.00 roommate change fee. Once rooms are assigned, it is extremely expensive to make changes.

CHECK OUT PROCEDURE

1. Notify Landlord in advance of your exact moving date.
2. All extinguished light bulbs and dead 9-volt smoke alarm batteries must be replaced by Tenants.
3. Return all keys and parking permits to the Landlord when you vacate and obtain a receipt from the agent. Do not leave keys at the rental property. Failure to return all keys will result in a lock change charge.
4. All floors must be swept clean and be in the same condition as move-in, less normal wear and tear. Should floors be left in a condition beyond normal wear and tear, landlord will have it cleaned and/or replace at tenant's expense.
5. All other floors, furniture, appliances, light fixtures, baseboards, window screens, etc should be broom-swept and in the same condition as move-in, less normal wear and tear. Any damage to such items beyond wear and tear will be repaired or replaced at tenant's expense.
6. Remove all personal effects, food and trash.
7. Exterior of the property must be clean and free of debris. This includes porches, patios, steps and grounds adjacent to your unit.
8. Upon vacating do not turn the air conditioning below 70 degree F.

Security deposit, less any necessary deductions, will be returned in one check payable to the Tenant indicated: NAME

ADDRESS

CITY/STATE/ZIP CODE

CHARGES WILL BE MADE AGAINST YOUR SECURITY DEPOSIT IF THE ABOVE PROCEDURES ARE NOT FOLLOWED. ALSO, ALL DAMAGES BEYOND NORMAL WEAR AND TEAR WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT. IF SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER SAID DAMAGES, LANDLORD RESERVES THE RIGHT TO CHARGE SAID TENANT FOR BALANCE.

I acknowledge that I have read the above lease agreement, rules, regulations, and check-out procedures and will abide by the same.

DATE

SIGNATURE OF LANDLORD: McBRIDE PROPERTIES, LLC

DATE

SIGNATURE OF TENANT:

University Place Residences

Please fill out and return with your lease. Thank you.

Student Name: _____

Phone Number: _____

Email: _____

Parent Name: _____

Phone Number: _____

Email: _____

Parent Name: _____

Phone Number: _____

Email: _____

UNIVERSITY PLACE RESIDENCES

VEHICLE INFORMATION:

TENANT NAME _____

MAKE _____

MODEL _____

TAG NUMBER _____

PARKING DECAL # _____

University Place Residences
C/O McBride Properties, LLC
557 Hwy 9 Bypass East
Lancaster, South Carolina 29720
Phone (803) 285-9436
Email franmelton@comporium.net

INFORMATION FOR PARENTS AND STUDENTS

My name is Fran Melton and I work for Wayne McBride, who owns University Place Residences. My office hours are Monday through Friday 8:00 am to 5:00 pm. The office phone number is 803-285-9436 and my email address is franmelton@comporium.net. If you have a plumbing or an electrical problem, please call the office at 803-285-9436. If there is a WI-FI issue, Terry Gaskins of Online Computers is our IT person. His office number is 803-286-9982 and his email address is lancapt@gmail.com. Please be aware that if the problem is on our end, we will take care of it. However, if it is a problem on your end, you will be responsible for any charge. Also, if you need video from the security camera, let Mr. Gaskins now. Please be aware that there will be a charge for this service from Online Computers. Finally, if anything occurs that makes you feel unsafe, please do not hesitate to call the city police (911).

I will need from every student and at least one parent a phone number and an email address. There are times when I need to contact everyone and a group email is the easiest way. I want everyone to be informed at all times.

Element, Upstar and Seiki televisions do not work in our units. They do not have the correct tuner to work with Comporium (the cable provider).

You are responsible for changing your air filter in your unit every 30 days.

There is a switch above the dishwasher. Make sure it is flipped up. This allows power to the dishwasher and it will not work unless the switch is on.

If your toilet is continuously running, PLEASE let us know. The amount of water that flows through the water meter with something as simple as that is unbelievable and can cause the water bill for your unit to be astronomical. If you do not report this, you will be billed for the excess amount of the water bill for your unit.

We issue numbered parking passes to our residents. The parking lot is limited to residents only. We ask that if you have visitors that are USCL students, please have these visitors park in the lot above the apartments. Do not park in areas that are not designated for parking, i.e. handicap spaces (unless you have a tag), the emergency lane in the center or in front of the mailbox. The city police patrols the area regularly and WILL issue tickets for illegal parking. Towing will also be enforced.

Please be aware that upon signing the lease for your unit, you are responsible for the payment in full, regardless of whether you leave before the end date of the lease.

We look forward to meeting all of you.