

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____, by and between **Ridgeback Realty, LLC** hereinafter called LESSOR and _____ hereinafter called LESSEE.

WITNESSETH

1. **PREMISES.** Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessor, does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, certain premises situated in the County of Greenville and State of South Carolina, located at _____
2. **LEASE TERM.** Lessee shall have and hold the demised premises for term beginning on _____ and ending on _____
3. **RENT.** Lessee covenants and agrees to pay to Lessor as rent for the demised premises the sum of _____ per month. Monthly Payment shall be due beginning _____, prorated at _____ and shall be due the 1st of each month thereafter.
4. **FORM OF PAYMENT.** Lessee agrees to pay rent each month in the form of ePAY through tenant portal on Buildium (preferred or a check made out to Ridgeback Realty, LLC at the address located on page 7.
5. **LATE PAYMENT.** For any rent payment not paid by the due date, Lessee shall pay a late fee in the amount of One Hundred Dollars (\$100.00) after a three day “grace” period. Payment to increase \$15 per diem after “grace” period.
6. **DEPOSITS.** In addition to the month’s rent payment, upon the commencement of this Lease, Lessee agrees to pay to Lessor _____ **Deposit (refundable)**. Lessee agrees that such will be held, unless said Deposit shall be necessary to cover expenses for damages. The Security Deposit shall be used to pay for any damage to the premises caused by Lessee, other than normal wear and tear. Damage shall be determined reasonably by Lessor (see attached document: “rules and charges upon vacating”). Any remaining funds from the Security Deposit shall be returned to Lessee upon conclusion of the lease.

7. **MOVE IN DATE.** Move in date must be no more than 30 days from application. We do not hold properties for longer than 30 days.
8. **QUIET ENJOYMENT.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
9. **USE OF PREMISES.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
10. **NUMBER OF OCCUPANTS.** Lessee agrees that the demised premises shall be occupied by no more than the legal limit.
11. **CONDITION OF PREMISES.** Lessee stipulates that he has examined the demised 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.
12. **LOCKS.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.
13. **LOCKOUT.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.
14. **PARKING.** Parking is allowed only in the driveway. Lessee and guests may park on the street at their own risk. Lessor will not be held liable for damages to vehicles parked on the street or in the driveway.
15. **ASSIGNMENT AND SUBLETTING.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license

without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

16. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
17. **DAMAGE OF PREMISES.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
18. **DANGEROUS MATERIALS.** Lessee 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.
19. **HOLDOVER.** In the event that Lessee fails to vacate the premises by the final date of the appropriate term, Lessee shall be in default and will be subject to eviction under South Carolina law. This lease shall serve as notice of eviction, and no other notice shall be given. Upon holdover, Lessee shall owe a penalty of \$5,000 per month for each additional month Lessee remains in the premises. All other terms and conditions of the Lease Agreement shall remain in force during any holdover period.
20. **MAINTENANCE.** At their own expense, Lessee will keep said premises in good order and condition, clean at all times, inside and out, and surrender same at the expiration of the Initial Term herein in the same order in which they are received, subject to usual wear and tear. Lessor will maintain all major appliances at their own expense. Tenants are to regularly maintain lawn care (mow, blow, trim, etc.) and pest control. Ridgeback Realty is responsible for termites.

21. **PAINTING.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
22. **INSURANCE AND TAXES.** Renters Insurance is mandatory at a limit of \$100,000 for property and personal liability for each occupant. The Buildium client portal offers access to a renters insurance product. Ridgeback Realty, LLC must be listed as interested party on policy as well as all occupant names. Proof of coverage is required before occupancy. Additionally, It shall be the Lessor's obligation to obtain property insurance on the Premises. Said insurance shall be in the amount equal to the replacement value of the permanent improvements thereon under a policy or policies issued by solvent and responsible insurance companies authorized to do business in the State of South Carolina. Additionally, it shall be the obligation of the Lessor to pay all property taxes on the Premises. Lessor is under no obligation to maintain insurance for any loss of Lessee's personal property, and Lessee, at its own expense, may obtain an insurance policy for such coverage. In the event of casualty to the premises, Lessee shall be responsible for paying the insurance deductible of Lessor for any damages incurred.
23. **LIENS AND ENCUMBRANCES.** Lessee shall have no authority, expressed or implied, to encumber or subject the interest of the Lessor in the Demised Premises to any mechanics', materialmen's, or other liens of any nature whatsoever and shall indemnify and keep indemnified Lessor against all such liens, charges and encumbrances, including legal counsel fees reasonably incurred, in and about the defense of any suit in discharging said Premises from any liens, judgments or encumbrances caused by Lessee.
24. **INSPECTION.** Lessee shall permit Lessor or his agent to enter the Demised Premises at all reasonable times, with prior notice, for the purpose of inspecting same, or in the event of fire or other property damage, or for the purpose of making any repairs Lessor considers necessary or desirable and performing any work therein that may be necessary by reason of Lessee's failure to make any such repair or perform any such work. Nothing herein shall imply any duty upon the part of Lessor to do any such work; and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. Lessor shall exercise good judgment and common courtesy in carrying out inspections. Lessor reserves the right to replace the air filter on the HVAC return once a month with prior notice at reasonable times.
25. **RADON GAS DISCLOSURE.** As required by law, (Landlord) (Seller) 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.

26. **LEAD 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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
27. **PETS.** 2 pets are allowed. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a pet fee of Two Hundred (\$200.00). This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must agree to the additional monthly pet fee of Fifty Dollars (\$50.00) per pet. Pit Bulls, Bull Dogs, American Bully, American Staffordshire Terriers, Rottweilers, Doberman, Wolf Hybrid, Boxers, or any breed mix of these are not allowed. Please read our PET POLICY
28. **SMOKING.** Smoking and vaping (of any kind) are prohibited in the house or under any covered porch. Lessee is responsible for any damages incurred from any smoking related incident and must pay for smoke remediation and other cleaning fees should lessee smoke in the house.
29. **DISPLAY OF SIGNS.** During the last forty-five days of this lease, Lessor or his agent shall have the privilege of displaying the usual “For Sale” or “For Rent” or “Vacancy” signs on the demised premises and of showing the property to prospective purchasers or tenants.
30. **NOTICE OF INTENT TO VACATE.** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee 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.
31. **SURRENDER OF PREMISES.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised 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.
32. **ABANDONMENT.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect

all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

33. **DEFAULT**. Lessee agrees to pay the reserved rent at the time, in the amount and in the manner aforesaid without any notice, bill, reminder or demand from Lessor or Lessor's agent. Each of the following shall be deemed a default by Lessee and a breach of this Lease namely:
- a. If Lessee fails to pay any installment of rent or to pay any additional rent, which failure persists for fifteen (15) days after the date due; or
 - b. If Lessee fails to observe or perform any of the other terms, covenants or conditions of this Lease other than paying rents when due, which failure persists after the expiration or fifteen (15) days from the date Lessor or Lessor's Agent gives notice to Lessee calling attention to the existence of such failure, unless such failure cannot be cured in ten days and Lessee has commenced actions to cure the same and thereafter diligently pursues such cure.
34. **LESSOR'S RIGHT TO TERMINATE UPON DEFAULT**. In addition to Lessor's right to re-enter and re-let the Premises, Lessor may elect, at its option, upon a default by Lessee, to terminate this Lease Agreement. In such event, this Lease shall be regarded as cancelled as of the date of Lessor's notice to Lessee of Lessor's election to terminate the Lease as provided hereinabove. Lessee shall remain liable to Lessor for all rentals, charges and payments accrued to the time of such termination.

In addition to its right to terminate, Lessor may pursue any other rights or causes of action that Lessor may have against the Lessee because of a default by Lessee. If Lessor does not elect to terminate the Lease as above provided, then Lessor may utilize and pursue such other rights as it may have against Lessee under the other terms of this Lease, the laws of the United States, the State of South Carolina, and the County of Greenville as may be applicable.

35. **REMEDIES CUMULATIVE**. No mention in this Lease of any specific right or remedy shall preclude Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity; and the failure of Lessor to insist in any one or more instances upon a strict performance of a covenant of this Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but

the same shall remain in full force and effect unless the contrary is expressed in writing by Lessor.

- 36. **ATTORNEY FEES AND COSTS.** In the event it becomes necessary, in Lessor's sole discretion to employ an attorney to enforce the terms and conditions of this agreement, in addition to any other damages Lessor may suffer, Lessee agrees to pay Lessor's reasonable attorney fees and costs.

- 37. **RIGHT TO SHOW PROPERTY.** If the property is put up for sale by the Lessor, the Lessor reserves the right to show the property to potential buyers. The Lessee will be given 24 hours notice before such showings.

- 38. **CRIMINAL CONVICTION** Applicants who have been convicted of a criminal offense will not be accepted. If during the lease period the lessee is convicted of a criminal offense, the lease shall be terminated immediately.

- 39. **NOTICES.** All notices required to be given hereunder shall be in writing and shall be mailed by via U.S. Mail to:
 - a. Notice to Lessor: 500 East McBee Ave Suite 100 #1103, Greenville, SC 29601

 - b. Notice to Lessee: 12 Boyce Springs Ave, Greenville, SC 29607

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

LESSOR

LESSEE

CHARGES AND RULE UPON VACATING PREMISES

ITEM	MIN	MAX	CHARGES
Cleaning of Interior	\$10	\$300	
Exterior Siding or gutter Damage and/or not cleaned	\$10	\$500	
Damage to fixtures or appliances	\$50	\$500	
Damage to flooring	\$100	\$1,000	
Nail holes & plaster work on walls, doors & ceilings. \$1.00 per hole in plaster.	\$5	\$400	
Painting due to abuse	\$10	\$600	
All trash & belongings removed	\$5	\$200	
Resetting Ring Doorbell	\$100	\$100	
All windows & screens free of tears & breakage	\$10	\$200	
Landscaping - Grass cut, bushes trimmed, leaves, weeds, and debris removed	\$100	\$300	
Total of 2 keys returned.	\$150	\$150	
Other Damages			
TOTAL CHARGES			

Maximum charges do not apply to excessive damages or cleaning and will be based on time and materials. Once the premises are vacated, inspection will be given. Tenant may be present for the inspection by making an appointment with Owner. If the premises is found in the same condition as rented (excluding normal wear & Tear), tenant's security deposit will be delivered to tenant within forty-five (45) days. Forwarding address must be given for security deposit to be refunded.

Date

Resident (s)

Amount of Security Deposit: \$ _____

Date Sec. Deposit to be Paid: _____