

**CKC Properties, LLC
as Agent for _____, LLC**

LEASE AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by and between **CKC Properties, LLC as Agent for _____, LLC** (hereinafter referred to as "Landlord"), having an office at 79 Society Street Unit A Charleston, South Carolina 29401 (hereinafter referred to as "Landlord") AND

NAME

* _____

* _____

* _____

* _____

(hereinafter referred to jointly and severally as "Tenant" or "Tenants").

WHEREAS, the Landlord desires to rent certain premises to the Tenant and the Tenant desires to rent certain premises from the Landlord; and

WHEREAS, the Landlord and the Tenant desire to enter into a written agreement of lease to memorialize their mutual understanding as to the terms and conditions of such rental; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements contained herein, the Landlord and the Tenant agree as follows:

1. PREMISES RENTED:

The premises that the Landlord hereby rents to the Tenant is described as follows (herein called the "premises" or the "demised premises"):

Apartment No. _____

Street Address: _____

2. TERM OF LEASE:

The premises are rented by the Landlord to the Tenants for a term commencing at noon on _____, and ending at noon on _____ unless the term is ended sooner as provided elsewhere in this Lease.

3. RENT/LATE CHARGE:

The total rent that the Tenants agree to pay to the Landlord for the premises for the term is \$_____. Tenants agree that this total rent is due upon execution of this lease; however, for the convenience of the Tenants, this rent shall be paid by the Tenants to the Landlord in installments as outlined in Addendum A - Payment Schedule attached hereto. **Rent is always due on the first of the month regardless of the lease commencement date.** Acceptance of partial payments from some Tenants does not relieve such Tenants from the full liability for the entire rents or as to shares owed by other joint and several Tenants. On execution of this lease, Tenants agree to pay to the Landlord the last two months' rental installments unless otherwise agreed in writing, said payments to be considered a reservation fee due on execution until occupancy when said payments will be considered rent due and paid.

A late charge of 5% of the total rental installment will be assessed on the sixth (6th) calendar day of the month if any rent installment is not received by the Landlord on or before the fifth calendar day of the month. An additional 5% of the total rental installment will be assessed if the rent remains unpaid after the fifteenth (15th) calendar day of the month. Said late charges shall become due and payable immediately upon notice, and if not so paid, may be deducted by the Landlord from the security deposit. A charge of \$25.00 will be made by the Landlord for each check of the Tenants returned after presentment. Said charge will be due and payable upon notice from Landlord, and if not so paid, may be deducted by the Landlord from the security deposit.

All rent installments must be paid in full when due without setoff, deduction or reduction for any reason. If Tenants make payment of any rent installment in an amount less than that due, Landlord may accept same, but shall not be bound by any restrictive endorsement, nor any statement, or otherwise to the effect that such payment is made in full satisfaction of the amounts then due. Notwithstanding such acceptance by the Landlord, the Landlord may avail itself of any other legal remedies it may have.

If Tenant makes any payments hereunder, and then fails to occupy the premises or fails to comply with any other term or requirement of this lease, Landlord may keep such payments as partial liquidated damages. Notwithstanding retention of such payments as partial liquidated damages, the Landlord shall have; in addition, any other rights afforded Landlord hereunder against the Tenant for breach of this lease.

In addition, if the first month's rent installment, and/or the last month's rent installment, and/or the security and damage deposit are required to be paid at the time of execution of this lease and are not paid at such time, or if such payments are to be made pursuant to the agreed upon Payment Schedule-Addendum A attached hereto and made a part hereof and such payments are not made at the time set forth in such schedule, then the Landlord reserves the right at any time after the time by which such payments should have been made, to give the Tenants, or any of the Tenants, five (5) days written notice, by certified mail, return receipt requested, that if the deficiencies in these amounts are not paid in full and received by the Landlord by the end of such five (5) day notice period then the Landlord may rent the demised premises to others and may retain any amounts paid by Tenants to that date as partial liquidated damages and, in addition, may seek to enforce any other rights the Landlord may have against the Tenant, including but without limitation, the right to terminate this lease.

4. SECURITY AND DAMAGE DEPOSIT:

The Tenant has agreed to give the Landlord the sum of \$_____ (the "security deposit") pursuant to Addendum A - Payment Schedule, as a deposit to assure that the Tenant fully performs all that is required of the Tenant under the provisions of this lease. If the Tenant does not pay the rent or any installment of rent or if the Tenant violates any other part of this lease, then the Landlord may use or apply part or all of this security deposit to the unpaid rent or any part thereof or to any other costs or payments outstanding due to Tenant's violation. Upon notice of such use by the Landlord, the Tenant shall within two (2) days repay to the Landlord such sums used by the Landlord from this security deposit. At the end of the term, the Landlord shall pay to the Tenant the deposit (less any sums properly retained according to this lease after the Tenant has returned all keys or other entry devices and has vacated the premises and also after the Landlord has had a reasonable opportunity (at least five (5) business days after Tenant has vacated the premises) to inspect the premises for damage and process the deposit for return, which usually takes approximately 30 days after lease expiration. If the Tenant shall fail to comply with all of the requirements for vacating and surrendering the premises in its original condition, less normal wear and tear, Tenant agrees that Landlord may deduct from this security deposit an amount for labor, materials, and supplies. See Section 19 of this lease captioned "SURRENDER" for further elaboration. **Tenant specifically agrees not to apply this security deposit to the payment of any rent installment.**

5. LIABILITY FOR TAXES, UTILITIES, MAINTENANCE ETC.:

The Landlord shall pay any and all property taxes levied or assessed against the premises. The Tenant shall pay for all telephone and television cable and telecommunication fees on the premises. The following costs shall be paid by and shall be the responsibility of the party indicated below:

	<u>LANDLORD</u>	<u>TENANT</u>
a. Water & Sewer		x
b. Lawn Care	x	
c. Snow & Ice Removal	x	
d. Trash Removal Fee	x	
e. Heat		x
f. Electricity		x
g. Hot and Cold Water		x

It is Tenants' responsibility to maintain electric utilities in their name for the full term of the lease. Tenant must acquire adequate Internet service compatible with security camera system for the duration of the lease.

Tenant agrees to maintain a minimum temperature of at least 55 degrees Fahrenheit in all areas of the demised premises at all times (including long break periods) to prevent damage to the premises and the building and its systems. Failure to maintain such temperature will result in the Tenants' liability for any and all damage resulting therefrom.

6. **ADDRESSES:**

All notices and payments to be made to the Landlord under this lease shall be made at the address set forth herein above and all notices to be given by the Landlord to the Tenant shall be made to the Tenant at the address of the demised premises. Where there is more than one joint and several Tenant, notice to any one such Tenant shall be deemed and accepted as notice to all such joint and several Tenants. All notices shall be given by personal delivery or central posting.

7. **JOINT AND SEVERAL LIABILITY FOR PERFORMANCE:**

If there is more than one Tenant hereunder, each of the Tenants jointly and severally agrees to pay the rent and any other charges under this lease and to fully perform all the obligations of the Tenant hereunder. That is, each individual Tenant is responsible to pay and agrees to pay the full amount of the rent and any other charges and to perform all of the obligations of the Tenant under this lease, even if the other Tenants or some of them fail to make such payments or fail to perform such obligations. Landlord need not notify all Tenants of the default by any one Tenant as a precedent to taking any action permitted upon Tenant's breach or default.

8. **PERMITTED USE AND OCCUPANCY:**

The Tenant shall use and occupy the premises only as a residential dwelling and only for the named Tenants. Visits by guests are only permitted as long as such visitors' presence does not interfere with any other roommates' or other Tenants' comfort and enjoyment of the premises and complies with all laws, rules, and regulations of any and all governmental agencies, departments and bodies.

9. **ASSIGNMENT & SUBLEASING:**

The Tenant may not transfer any of its rights under this lease to any other person or entity without the prior written consent, approval and permission of the Landlord. The granting or withholding of said consent, approval and permission of the Landlord shall be in the sole and absolute discretion of the Landlord. Tenants agree to provide Landlord with a SUBLET INFORMATION AND AGREEMENT FORM at the time a request for consent is made, such Form to be provided by Landlord. Notwithstanding Landlord's approval of such transfer, all deposits made by the original Tenants will continue to be held by the Landlord until the end of the lease term.

10. **DELAYS IN VACATING; DAMAGES:**

The Tenant will be responsible for and agrees to pay to the Landlord all costs incurred by the Landlord due to any delays by the Tenant, or any of the Tenants, in vacating the premises at the end of the term of this lease, including but not limited to attorney's fees and court costs. Notwithstanding such provision, the Tenant agrees not to remain in possession of the premises after the end of the term of the lease without the written approval of the Landlord. The Tenant agrees that for each day that the Tenant, or any of the Tenants, stays in the premises after the term of the lease has expired, a charge of twice the prorata daily rent under the lease will be made, and the Tenant agrees to pay same. In addition, the Tenant agrees to pay any and all charges for housing the new tenant(s) for the premises during such time as the Tenants (or any Tenant) hold over beyond the expiration or sooner termination of the original lease term. Notwithstanding anything to the contrary contained in this Section, the Landlord may accept any and all payments from the Tenant after the end of the lease term, and neither an extension of the original lease term nor a new lease term will thereby be created. An extension or a new lease term may be created only by a written instrument signed by the Tenant and the Landlord. Any such payments received shall be applied to any and all charges permitted under this lease.

11. **DAMAGES TO PREMISES:**

If the premises are partly damaged by fire or otherwise, repairs shall be made by the Landlord as speedily as possible considering the extent of the damage and without lapse or reduction of rent due and payable under this lease. However, if the premises are destroyed or so much damaged by fire or any other cause without any fault of the Tenant or his visitors, invitees, or licensees, as to render the premises unusable in the joint opinion of the Landlord and the Tenant then the Landlord, at its option, may either (a) forgive payment of the proportionate part of the rent due from the date of such damage to the date the premises are once again tenantable, or (b) elect to terminate this lease by giving the Tenant five (5) days written notice thereof, in which case the lease shall terminate on the said fifth day and the Tenant shall surrender the premises on or before that day, and any future rent installments together with any unused portion of the security deposit shall be

refunded to the Tenant prorata to the date of such destruction or damage. No claim for compensation will be made by the Tenant against the Landlord for any inconvenience or annoyance arising out of repairs or improvements made to the premises or any part of the building in which the premises are located at any time.

12. **COMPLIANCE WITH LAWS and INSURANCE REGULATIONS:**

The Tenant hereby agrees to obey all Federal, State, County, and municipal laws, regulations, rules and ordinances applicable to the premises and their use (the "Laws"), and to take such care of said premises as may be required by any and all Federal, State, County, and municipal authorities and departments. The Tenant agrees to defend, indemnify and save the Landlord harmless from any expenses, loss or damage that might be sustained by any reason of the Tenant's negligence or by any reason of Tenants' failure to comply with the Laws.

13. **OPEN FIRES/COMBUSTIBLE OR HAZARDOUS MATERIALS PROHIBITED:**

The Tenant agrees not to store any combustible or hazardous materials, nor permit any open fires in the premises.

14. **PERSONAL PROPERTY LIABILITY:**

The Landlord shall not be liable nor responsible for any loss or damage to the personal property of the Tenant or Tenant's visitors, invitees, or licensees from whatever cause, excluding Landlord negligence. **The Tenant is strongly urged to obtain personal insurance protection.**

15. **INDEMNIFICATION, HOLD HARMLESS, DEFEND:**

To the fullest permitted by law the Tenant hereby agrees to defend, indemnify and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims and/or judgments arising from injury to persons or to property, **but only to the extent caused any act or omission of the Tenant, Tenant's invitees, visitors, employees, licensees or agents.** The Tenant shall pay all attorneys fees and other costs to defend against any such claim or lawsuit and in case the Landlord has to pay any judgment or settlement or incur any other costs, the Tenant shall immediately pay to the Landlord the full amount of such judgment, settlement or other costs.

16. **ACCESS TO PREMISES:**

The Landlord, its agent and its invitees shall be permitted to enter the demised premises for inspection, repairs, giving of notices, emergencies, and future leasing and sale, at reasonable hours, whether or not the Tenant is present. The Landlord shall, however, make an effort to notify the Tenant before showing the premises to other prospective Tenants. Landlord or Landlord's staff shall always lock the main door to the premises upon exiting the premises.

17. **BREACH OF LEASE BY TENANT:**

If the Tenant fails to make any payment of rent or any part thereof within five (5) days of the date it was due, or if the Tenant or any one of the Tenants, if more than one, does not abide by or comply with any other part of this lease, and if the Tenant does not correct the violation or comply within two (2) days after notice by the Landlord, then in any one of such events, the Landlord may at its option end this lease on three (3) days written notice to the Tenant, after which three (3) days this lease shall automatically terminate and the Landlord may immediately re-enter and repossess the premises without further notice to the Tenant. The Tenant agrees in such case to vacate the premises at the end of said three (3) day period. The Tenant hereby authorizes any and all eviction proceedings to be commenced by the Landlord against Tenant if the premises are not vacated by the end of said three (3) day period. Even though the lease has thus been ended, the Tenant shall remain liable to the Landlord for the total rent set forth in this lease for the remainder of the term. However, the Landlord shall have the right to re-rent the premises to other tenants for whatever term and rent the Landlord shall seem reasonable. If the premises are so re-rented, the rent collected for the remaining part of the term of this lease shall be used first for expenses of the Landlord in re-entering, re-possessing and re-renting the premises, and any surplus or deficiency remaining to be subtracted from or added to the amounts owed by the Tenant to the Landlord under this lease.

If the Tenant shall vacate the demised premises at any time during the term of this lease, the Landlord may re-enter the same as the Landlord shall deem appropriate without being liable to any prosecution therefore, and may thereupon treat this lease as terminated and relet said demised Premises on its own, or as the agent of the Tenant applying the proceeds first to the expenses that may accrue in re-entering the Premises and then to the payment of the rent due as herein for the balance of the term herein provided. The right to hold the Tenant responsible for the balance of rent remaining due after applying any such proceeds shall survive re-entry by the Landlord or the issuance of any warrant of dispossession or

other termination or cancellation of this lease.

The failure of Landlord to insist on the strict performance of the conditions of this lease or any of the provisions or covenants hereof shall not be deemed to be a waiver of any rights or remedies that Landlord may have.

If tenant(s) fail to make any payments due under this lease, or if the tenant, or any one of the tenants, does not abide by or comply with any other part of this lease, the Landlord reserves the right to notify tenant(s) parents or guardian of such lease infraction.

18. **WHOLE AGREEMENT:**

This lease is the whole, entire, and final agreement with respect to the rental of the demised premises and nothing said by the Landlord, Landlord's agents or representatives, or by the Tenant, either before or after execution of this lease, is or will be binding on either party. Any and all changes to this lease must be by written agreement signed by both the Landlord and the Tenant to be valid and binding.

19. **SURRENDER OF PREMISES:**

The Tenant will give up to the Landlord the premises, its appurtenances and appliances, and any other personal property belonging to the Landlord at the termination of this lease by lapse of time or otherwise, in as good condition as when taken, excepting only ordinary wear arising from proper usage. If the premises require additional cleaning after the Tenants have moved out of and cleaned the premises, the Landlord will, at his discretion have the apartment cleaned to prepare it for the next Tenant. Landlord may deduct from Tenant's security deposit cleaning and/or other charges as may be necessary including, but not limited to, the cost of shampooing the carpets and sofas, and painting. If the unit and/or its finishes and furnishings require cleaning, deodorizing, painting, or replacement due to smoke smell and/or film, all such costs will be passed through to Tenant(s) by deduction from Tenant(s) security deposit and/or direct invoice.

20. **REPAIRS:**

The Tenant shall pay for all repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings, and appurtenances, whenever such repairs are necessitated by damage which results from any act or omission, misuse, or neglect of the Tenant, his invitees, licensees, or visitors.

The Tenant agrees that the fair and reasonable cost of such repair or replacement shall be determined by statements rendered by the Landlord to the Tenant for sums actually expended by the Landlord plus a 10% administrative fee, or, in the alternative, a statement rendered by the Landlord for the estimated or anticipated cost of such repair, plus 10% administrative fee, if the damage is ascertained by the Landlord before the end of the lease term. The sum so determined shall be paid by the Tenant to the Landlord upon demand therefore. The Landlord shall pay for all other repairs to the property.

21. **KEYS, LOCKS AND/OR ENTRY DEVICES:**

Tenant shall not change locks or lock cylinders or entry devices such as proximity readers on doors, nor shall Tenant install new or additional locks or other entry devices on the premises. If Tenant wishes new locks or other entry devices, Tenant must make such request in writing to Landlord, and Landlord shall install the new locks or entry devices as soon as convenient, all the costs thereof, plus a ten percent (10%) administrative charge, to be charged to and paid for by the Tenant. Tenants will receive all original keys or entry devices from the Landlord and will not make additional duplicates thereof. The Tenant will be charged for each replacement of entry devices which are lost or are not returned to the Landlord at the end of the lease term. If keys or entry devices are not returned at the end of the lease term, Landlord has the additional right to change the lock or locks on the premises, and make new keys or entry devices at the Tenants' expense, plus a ten percent (10%) administrative charge.

Tenant must give the Landlord at least two (2) days notice of Tenants' intention to pick up keys or entry devices at the commencement of the lease term. The Landlord will, after the two (2) day notice, make such number of keys or entry devices requested available to the Tenants, if the requested number are on hand, during regular business hours. All contractual financial obligations must have been met by all Tenants on the lease before any keys or entry devices will be distributed.

Merely leaving keys or entry devices with the Landlord at the end of the term shall not, by itself, constitute surrender and vacating of the premises.

22. **RULES AND REGULATIONS:**

The Tenant for himself and for other persons in the demised premises with his consent, agrees to comply fully with the following rules and regulations:

- a. The Tenant shall not make nor permit any disturbing noises in or about the premises by himself or others, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of neighbors. The Tenant shall not operate any mechanical device including, but not limited to, radios, televisions, stereo systems, etc. at any time at a volume, which is disturbing or annoying to others. No pianos, drums, or other musical instruments shall be played in the premises, except as specifically approved by the Landlord.
- b. No animals, birds, or pets of any kind shall be taken in or kept in or about the premises with out prior written consent of the landlord. If landlord allows a pet there will be an additional \$450 deposit. \$150 of said deposit is non refundable. If this clause is breached the Landlord may charge the Tenant for any extermination services, carpet or furniture cleaning or replacement, and/or any and all costs related to the existence of such animal. The decision of the necessity for such actions and resultant costs are in the sole discretion of the Landlord.
- c. The Tenant shall not make any changes in or connection to the plumbing, heating, electrical, telephone, or television cable system. The Tenant shall not use electrical extension cords to expand electrical outlets or sockets. Surge protectors are allowed. The Tenants shall not tamper with, interfere with or disconnect fire detection or other life safety or security systems or equipment in the demised premises or in the building in which the demised premises are located.
- d. Garbage is to be wrapped and placed in covered garbage cans in compliance with all municipal requirements. Tenants must remove all garbage and refuse and place in specified areas. Tenants will provide plastic containers in the kitchen of the demised premises, garbage in paper bags will not be left on floors. During vacation or intercession or any other period when garbage and trash has been allowed to accumulate and has not been disposed of, Landlord may inspect premises and remove garbage or refuse at Tenants' expense.
- e. Garbage is to be separated into recyclable and non-recyclable containers or as otherwise required by the municipality. Failure to comply will result in fines as determined by the municipality's law. Any fines levied on Landlord due to Tenant failure to comply will be chargeable to Tenant and shall be payable immediately. Landlord may deduct the same amount from Tenants' security deposit. Empty recycling bins are to be returned to the apartments according to Landlord's schedule or directions. Tenants shall be liable for the cost of pest or vermin control caused by Tenant. The demised premises must be kept clean and free of vermin.
- f. Grease, oils, coffee grounds, fibrous materials, sanitary products, refuse and rubbish of any kind, and caustic substances (Drano, Liquid Plumber, etc.), must not be flushed down toilets or drains.
- g. No radio or television wires or aerials shall be installed on the roof or exterior walls of the building.
- h. The Tenant shall make no alterations, decorations, structural or other changes, or additions to or in the premises, and shall not make any attachments to the walls, windows, ceilings, or facilities by any means other than thin nails, push pins or thumb tacks. **Use of adhesives is prohibited.**
- i. No refuse, furnishings, personal effects or unsightly or hazardous items of any kind shall be placed on the exterior of the premises or on the windows or other exterior structure pertaining to the premises.
- j. The Tenant shall keep the premises in a clean and sanitary condition, and shall return the premises at the end of the lease term in a clean and sanitary condition.
- k. Cars and other vehicles shall only be parked in areas specifically designated for parking. Parking spaces are limited, but may be available to Tenants. Mechanical work on motor vehicles and washing of same is prohibited. Tenant agrees that any and all vehicles described above shall be duly registered, licensed and inspected and in good working order. No maintenance or repair of any vehicle shall be performed in the parking area or on the premises. Any violation of this provision by Tenant will give Landlord the right to remove the vehicle from the parking area or premises at Tenant's cost and expense. Tenant agrees to relocate vehicles upon demand of landlord, to facilitate maintenance or construction activities. No trucks, campers, trailers, boats or any other vehicle shall be stored on parking lot.

- l. A vehicle found in any area other than a designated parking area is subject to towing at the owners expense, without notice. There must be access to the building in which the premises are located at all times for fire fighting equipment.
- m. The Tenants shall promptly notify Landlord of conditions in the demised premises requiring repairs.
- n. Tenants and guests shall not smoke in public areas, amenity rooms, stairwells or garage.
- o. No windows are to be left open when the tenant is not in the apartment. We urge all tenants to use window locks in the evening hours.
- p. Tenant agrees to pay landlord \$30.00 for each time any check is returned. Return check fee is payable upon notification by landlord of receipt from bank of returned check.
- q. Laundry shall not be hung outside of the apartment. No foodstuffs, animal food, bicycles, baby carriages or other items shall be placed on the exterior of the leased premises, or in the common area.
- r. No vehicles shall be driven in lawn areas or patios at any time.
- s. All windows shall be properly draped or equipped with window coverings acceptable to the landlord. Plastic sheets, towels, flags or other inappropriate coverings shall not be hung in windows or used as window coverings.
- t. Grills may not be used within 5 feet of the building. Grills must be attended at all times of use.
- u. No outside antennas or satellites may be installed without prior written consent by landlord.
- v. In the event of damage to the building, carpeting, walls, sidewalk, lawn or any other part of the property due to material being moved in or out by the tenant, the tenant does hereby agree to pay the landlord for such damage. The tenant shall pay such cost to landlord upon receipt.
- w. No signs, advertisements or illumination, other than domestic lighting shall be exposed from any window or other part of the building.
- x. Tenant shall not make duplicate keys under any circumstances. Duplicate keys may be obtained from the landlord for \$7.00 each. Tenant is to return keys to landlord upon the termination of the lease.
- y. No kegged beer shall be allowed on the premises. If there is a keg found on the premises each tenant will be fined \$100.00. Keg fee is payable to landlord upon receipt.

23. **SUCCESSORS:**

Unless otherwise stated herein, this lease shall be binding upon and inure to the benefit of Landlord and Tenant and its and their respective successors and/or assigns (in the case of Tenant, permitted assigns).

24. **LEASE SUBORDINATION AND ATTORNMENT:**

This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the building in which the premises are located, to all advances made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative; provided however, that Tenant shall upon request promptly execute any certificate or agreement required by any such lessor or mortgagee to confirm such subordination. In the event that Tenant fails to comply with such request, Tenant hereby constitutes and appoints Landlord as its attorney-in-fact for the purpose of executing any such certificate or agreement in the name of and on behalf of Tenant. In addition, Tenant agrees that if such building becomes owned by a mortgagee or other purchaser, Tenant shall attorn to such mortgagee or purchaser and will execute any instrument evidencing such attornment agreement as may be requested by the mortgagee or purchaser.

25. **QUIET ENJOYMENT:**

The Landlord agrees that so long as the Tenant fully performs all the obligations required of him hereunder, then the Tenant may peaceably and quietly have, hold, and enjoy the premises for the term of this lease. This "quiet enjoyment" provision does not mean that other tenants in the building in which the premises are located will not make noise or otherwise disturb Tenants. It does mean, however, that Tenants' use and occupancy of the demised premises will not be disturbed or interfered with during the term of this lease by anyone claiming by or under Landlord so long as Tenants are not in default of their obligations hereunder. Landlord reserves the right to perform repair and renovation work to the premises and the other portions of _____.

26. **COMMENCEMENT OF TERM:**

If through circumstances beyond the Landlord's control, the Landlord is unable to give Tenant possession of the premises on the date set as the commencement date of the term, the Landlord shall not be liable for any damages to the Tenant and this lease shall continue in full force and effect and possession of the premises will be given as soon as reasonably convenient to the Landlord. Notwithstanding such delay, the term of the lease will nonetheless end as previously stated. In case of such delay, however, the Landlord will allow the Tenant a prorata abatement of rent.

If at the commencement of the term of the lease, there remains painting or minor repairs still to be completed, the Landlord may give the Tenants possession and will complete such painting and minor repairs when convenient to the Landlord. There will be no abatement or diminution of rent in such case.

27. **STORAGE OF PERSONAL PROPERTY LEFT ON PREMISES:**

All personal property placed in storage on the premises shall be clearly marked with the Tenant's name. The Tenant assumes all risk of loss of any such personal property stored anywhere in the demised premises or its immediate vicinity. Any such personal property not so marked with the Tenant's name or left in storage or left in the premises after termination of this lease, shall be deemed abandoned, and the Landlord may dispose of same as Landlord sees fit without further notice or obligation to the Tenant.

28. **ATTORNEYS' FEES, OTHER FEES:**

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations or liabilities of any party to this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs and disbursements. Any attorneys' fee, legal costs and disbursements incurred by the Landlord in seeking legal assistance to secure monies past due or to become due, such as rents or charges for damages, or any other charges hereunder, will be chargeable to the Tenant and may be deducted from any deposits or other monies of the Tenant held by the Landlord to the extent such monies are available. Tenant further agrees to be liable for any fines or penalties for violation of applicable law and municipal codes, ordinances, and regulations, when such violations are attributable to Tenants or their guests.

29. **DISPUTE RESOLUTION/VENUE:**

If any lawsuit, action, or other proceeding is brought under this agreement or to establish the rights, duties, obligations, or liabilities of any party to this agreement, **the Landlord and the Tenant hereby absolutely and irrevocably waive their rights to trial of any and all issues by jury, and agree instead to submit to the judgment and decision of the presiding judge or justice. Landlord and Tenant agree that any action or judicial proceeding involving or arising from this lease may be brought only in the courts of the City of Charleston, Charleston County, State of South Carolina (the "permitted venue").** The parties hereto further agree that no other venue is proper. If either party brings any action or judicial proceeding in other than the permitted venue, the other party shall be entitled to a dismissal of such matter from such other venue and/or a removal of such action or proceeding to a court of competent jurisdiction in the permitted venue. In such case, the party who initially brought such action or proceeding in other than the permitted venue shall pay to the other party all legal costs, including but without limitation, attorneys' fees, filing fees, service fees and disbursements paid or incurred in having such action or judicial proceeding dismissed or removed.

30. **SAFETY AND SECURITY:**

Tenants hereby acknowledge and agree that neither Landlord nor any of Landlord's agents or representatives have made any representations or warranties concerning safety or security, buzzer systems, intercom systems, entrance staff, closed circuit television and recorders, and building hardware, if any, when they are offered for the convenience of the Tenant; **no safety or security benefit is expressed or implied.** Tenants are responsible for their own safety, advised to take normal precautions, to keep their premises entrance door locked, and to exercise caution before allowing other people to enter the demised premises or the building in which the premises are located.

ADDENDA INCLUDED IN THIS LEASE:

- X ADDENDUM A - PAYMENT SCHEDULE X ADDENDUM C - PAYMENT GUARANTY AGREEMENT
 X ADDENDUM B - LEAD-BASED PAINT DISCLOSURE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals the day and year first above-mentioned.

LANDLORD:

CKC Properties, LLC
(Manager)
as Agent for _____

TENANT SIGNATURE:

DATE:

By: _____
(Authorized Leasing Agent)

ADDENDUM A

PAYMENT SCHEDULE

Apartment No. _____ Lease Term: _____ to _____

Make Checks Payable To: _____, LLC

Security Deposit in the amount of \$_____ due _____

Pet Deposit in the amount of \$_____ due _____

12th Installment in the amount of \$_____ due _____

AS REQUIRED BY LAW, THIS WILL SERVE TO INFORM YOU THAT LEASE SECURITY DEPOSITS ARE HELD IN INTEREST BEARING ACCOUNTS AT M&T BANK MANUFACTURERS AND TRADERS TRUST COMPANY.

Subsequent Installments:

1st Installment \$_____ due _____

2nd Installment \$_____ due _____

3rd Installment \$_____ due _____

4th Installment \$_____ due _____

5th Installment \$_____ due _____

6th Installment \$_____ due _____

7th Installment \$_____ due _____

8th Installment \$_____ due _____

9th Installment \$_____ due _____

10th Installment \$_____ due _____

NOTES:

In accordance with the lease, I (we), the undersigned, with full understanding of my (our) payment responsibilities, agree to make all payments, in **full**, without setoff, on the due dates indicated above. It is understood that all late payments will be assessed late fees pursuant to **Section 3 of the lease captioned "RENT" - 5% after the fifth of the month and 10% after the fifteenth, day of the month.**

ADDENDUM B

LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement:

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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

ADDENDUM C

PAYMENT GUARANTY AGREEMENT

GUARANTOR INFORMATION:

NAME: _____
DAYTIME PHONE: _____
SS#: _____
DATE OF BIRTH: _____
PRESENT ADDRESS: _____
TELEPHONE: _____ OWN/RENT? _____
PRESENT RENT/MORTGAGE PAYMENT: \$ _____
PRIOR ADDRESS (if less than one year at present address):

EMPLOYER'S NAME: _____
EMPLOYER'S ADDRESS and PHONE NUMBER:

LENGTH OF EMPLOYMENT: _____
POSITION: _____
CURRENT ANNUAL INCOME: \$ _____

LEASE INFORMATION:

TENANT'S NAME: _____
PREMISES: _____ **Apartment Number:** _____
DATE OF LEASE: _____
TERM OF LEASE: _____

GUARANTY:

In consideration for entering into the above described Lease, I guarantee the prompt payment of all sums due from the above Tenant under that Lease and under any renewal or extension of such Lease. I understand that you can extend the terms of payment or change the terms of the Lease without notice to me and without affecting my duty to make payment under this Guaranty. You may proceed against me without proceeding first against the Tenant or anyone else. I hereby waive all demand, presentment, protest and notice of dishonor.

GUARANTOR'S SIGNATURE and DATE