

TOP NOTCH CLEMSON REALTY, INC.
Management Division
Residential Rental Agreement

This rental agreement made in Clemson, South Carolina, this ___ day of _____, _____, between _____ Tenant(s) hereinafter called "**TENANT**"), and **TOP NOTCH CLEMSON REALTY, INC.** Agent for the Owner (hereinafter called "**LANDLORD/AGENT**"), shall provide as follows:

THE **LANDLORD/AGENT** **TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.**

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

2. **LOCATION:** The Landlord/Agent hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of _____, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: _____.

3. **TERMS:** This Rental Agreement shall commence at 12:00 P.M., noon, on the ___ day of _____, _____, and end at 12:00 P.M., noon, on the ___ day of _____, _____. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage, and other waste, and return all keys to the Landlord/Agent.

4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).

5. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord/Agent has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord/Agent that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue; the Landlord/Agent shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

6. **RENT:** Tenant agrees to pay Landlord/Agent a rent of \$ _____ for the term of the lease, payable in _____ monthly installments of \$ _____ per month, on or before the first day of every month during said terms. The rent is payable to: **TOP NOTCH CLEMSON REALTY, INC., 201 Frontage Rd. Suite 200, Clemson, SC 29631**, or as Tenant may be advised from time to time in writing. Landlord/Agent, at its sole discretion, and as a service to Tenant(s) may provide to the tenant(s), **ONLY UPON REQUEST**, an invoice or statement for rent and other charges due. The absence of an invoice or statement does not negate the amounts due. Landlord/Agent renders an invoice or statement which the tenant(s) reasonably believes to be incorrect; tenant(s) may file a written objection to TNCR. **NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD/AGENT CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD/AGENT'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT MAY RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.** Tenant further agrees to pay a late fee of \$ 25 if rent is paid after the 5 day of the month. An additional \$ 25 will be added on the 10th, 15th, 20th, 25th, and 30th day of the month if rent is not paid. Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Payment of \$ _____ is due prior to occupancy. This covers rents for _____.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord/Agent shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: _____.

In no event shall more than _____ persons be allowed to occupy said premises.

8. **RETURNED CHECKS:** Tenant agrees to pay \$ 30.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check, or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord/Agent may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term. The Tenant(s) notice must be accompanied by the last month's rent payment.

10. **SUBLEASE/ASSIGNMENT:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord/Agent. Tenant must have written permission from Landlord/Agent for guests to occupy the premises for more than 7 days. The occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord/Agent shall be entitled to recover from the Tenant and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Tenant(s), in addition to the right of Landlord/Agent to declare this Lease in default and pursue any of the Landlord/Agent's other remedies hereunder or by law. It is understood that in the event tenant(s) wants to be released from the obligation of this lease; he/she must find someone to take over the obligation of this lease. It is understood by tenant(s) that completion of re-lease/sublease agreement does not release tenant from his/her obligation until someone has completed all necessary paperwork and all parties including Landlord/Agent have signed said forms. Tenant(s) understands that in the event someone is not found, tenant will be responsible for payment for the entire term of this lease. A subletting/assignment fee of **\$100.00** must be paid by the current tenant at the time of signing. There will be a maximum of two (2) active subleases at any one time. In the event Landlord/Agent consents to an assignment of this Lease, Tenant shall not remain liable under this Lease in the event of a default by the assignee. In order to document an assignment, Tenant must execute a re-lease agreement and Tenant(s) shall be assessed a fee equal to one month's rent.

Initials _____, Initials _____, Initials _____, Initials _____,

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: NONE which will be paid by Landlord/Agent. In the event of Tenant default on payment of utilities Landlord/Agent may pay and charge Tenant as additional rent together with any penalties, charges, and interest. Tenant shall be liable for any inspections required by local authorities/ utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease. Neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat or air conditioning, electricity, water, sewer, telephone, cable TV, or any other utility services, or for the malfunction of machinery or appliances serving the unit or any part of the apartments. Neither Landlord/Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer system serving the Unit.

12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered, and free of fire ants, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations, Maintenance Procedures, Disclosure, Parental Guarantor (if applicable), Pet Addendum and Pet Application (if applicable) the Landlord/Agent may adopt concerning the Tenants' use and occupancy of the premises.

Tenant, or any member of Tenant's family, guest, or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest, or another person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is ground for termination of tenancy and eviction from the premises. Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with the co-tenants, Tenant's guests, or invitees, nor with any other tenants who reside at the Apartments, therefore, a conflict between tenant(s) does not constitute grounds for termination of this lease.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord/Agent any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord/Agent of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixture or appliances contained therein, shall be made except after written consent of Landlord/Agent, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such authorized modifications. **NO REPAIR COST SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord/Agent. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord/Agent. Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit, and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord/Agent agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord/Agent further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord/Agent is not responsible for changing batteries in smoke detector. Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of ___ Tenant ___ Landlord. If Tenant(s) consistently lives in an unsanitary environment causing continual pest issues included but not limited to bug, bedbug, fleas, etc., Tenant(s) acknowledges and accepts that Landlord/Agent is limited in its ability to address the pest situations, and Tenant(s) waives the right to hold Landlord/Agent responsible for continual issues. When inhabiting the Unit, Tenant(s) agrees to inspect the house for fleas, bedbugs, and termites to the best of Tenant(s) ability.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord/Agent is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord/Agent: ___ stove, ___ refrigerator, ___ dishwasher, ___ washer, ___ dryer, ___ microwave, other: _____.

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Initials _____, Initials _____, Initials _____, Initials _____

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord/Agent 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. The Landlord/Agent may enter the dwelling unit without consent of the Tenant:
- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency, and
 - (b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord/Agent announces intent to enter to perform services: and
 - (c) Between the hours of 8:00 am and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord/Agent announces intent to enter to perform services.
- The Landlord/Agent shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord/Agent shall give the Tenant at least 24 hours' notice of intent to enter and may enter only at reasonable times. The Landlord/Agent has no other right of access except pursuant to court order, as permitted by the South Carolina Residential Landlord/Agent and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.
17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, and shall receive permanent change of station orders, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord/Agent, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters are not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.
18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days' notice is required to conform to the expiration dates.
19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:
- (a) immediately vacate the premises and notify the Landlord/Agent in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating: or
 - (b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.
- Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the Landlord/Agent shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord/Agent shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law. In no event shall Landlord/Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant(s) hereby expressly waives all claims for such injury, loss or damage and agrees to indemnify Landlord/Agent against any and all claims of injury or damage as may be asserted by invitees of Tenants.
20. **CONDEMNATION:** Tenant hereby waives any injury, loss, or damage, or claim therefore against Landlord/Agent resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord/Agent. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord/Agent, constitute an economically feasible operating unit, Landlord/Agent may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice, rent shall be apportioned as of termination date.
21. **ABSENCE, NON-USE, AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 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 for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord/Agent's remedies. If the Landlord/Agent fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord/Agent accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord/Agent as of the date the Landlord/Agent has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord/Agent may enter the dwelling unit, using forcible entry if required and dispose of the property.

Initials _____, Initials _____, Initials _____, Initials _____

22. **SECURITY DEPOSIT and FEES:** Tenant agrees to deposit with Landlord/Agent a **security deposit** of \$ _____ to be collected from the Tenant(s) **when this lease is executed** and shall be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.

Tenant agrees to deposit with Landlord/Agent a **nonrefundable fee** of \$ _____ to be collected from the Tenant(s) **when this lease is executed** and shall be held to assist with cleaning and carpet cleaning upon the lease ending. This does not relieve the tenant(s) responsibility of cleaning and is no way a guarantee to cover the full cost of cleaning. Upon termination of the tenancy, property or money held by the Landlord/Agent as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord/Agent has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord/Agent in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord/Agent in writing with a forwarding address or new address to which the written notice and amount due from the Landlord/Agent may be sent. It is understood and agreed that Tenant(s) failure to follow the prescribed check-out procedures and to return all keys to Landlord/Agent may result in the partial or full forfeiture of the Security Deposit posted hereunder, but in no event shall such forfeiture be construed as liquidated damages. If Tenant fails to check out of the Premises by the end of the Term, a charge of **FIVE HUNDRED DOLLARS (\$500.00) PER DAY** will be charged for each day past the last day of the Term the Tenant holds over. If the Tenant fails to provide the Landlord/Agent with the forwarding or new address and fails to return the following: ___ pool tags, ___ keys for mailbox, ___ keys to unit, if applicable, (including deadbolt, storage area), ___ other _____, the Tenant is not entitled to damages under this subsection provided the Landlord/Agent (1) had no notice of the Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord/Agent. If all keys issued to Tenant(s) are not returned to the Landlord/Agent, Tenant(s) shall pay all costs associated with re-keying the Premises.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord/Agent may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach. If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord/Agent may terminate the rental agreement provided the Landlord/Agent has given the Tenant written notice of nonpayment and Landlord/Agent's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 6. The Landlord/Agent may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord/Agent may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord/Agent is entitled to reasonable attorney's fees. If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord/Agent specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord/Agent may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act. If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord/Agent if it is not an emergency, specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord/Agent may terminate the rental agreement. If the rental agreement is terminated, the Landlord/Agent has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord/Agent has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection cost, and court costs.

25. **NOTICE:** A Landlord/Agent receives notice when it is delivered at the place of business of the Landlord/Agent through which the rental agreement was made or at any place held out by Landlord/Agent as the place of receipt of the communication.

26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord/Agent.

27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord/Agent shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord/Agent.

28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the **PRIOR WRITTEN CONSENT** of the Landlord/Agent. Landlord/Agent, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of \$ _____.

Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord/Agent shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

Initials _____, Initials _____, Initials _____, Initials _____

29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord/Agent's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord/Agent's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord/Agent has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord/Agent has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord/Agent covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord/Agent.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord/Agent and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord/Agent. Tenant shall upon request by Landlord/Agent execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord/Agent hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord/Agent promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord/Agent, at Landlord/Agent's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered to the US Postal Service or through electronic means, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
34. **TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST-BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.**
35. **BROKER LIABILITY LIMITATION:** Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation, and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorney's fees and that Brokers, shall not be liable to either Party or both, either jointly, severally, or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorney's fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are intended third-party beneficiaries of this provision.
36. **RULES AND REGULATIONS:** Tenant(s) covenants and agrees to abide by the "Tenant Rules and Regulations", a copy of which is attached and made a part hereof and acknowledges that a violation of such rules and regulations is a violation of this lease. The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord/Agent. The Tenant agrees to observe faithfully all rules and regulations that the Landlord/Agent has now or may hereafter adopt for the use of the premises and will reimburse the Landlord/Agent for any fines or loss which his/her use and or conduct does create.
37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.
38. **LANDLORD/AGENTS'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed, and sent to:
Mail: TOP NOTCH CLEMSON REALTY, INC.
201 Frontage Rd., Suite 2, Clemson, SC 29631 **Phone: 864-654-9552**
39. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.
40. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

Initials _____, Initials _____, Initials _____, Initials _____,

41. **SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers/Property Managers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers/Property Managers for failure to obtain or disclose sex offender or criminal information. Tenant and Landlord agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Tenant may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.
42. **ENTIRE AGREEMENT.** This lease and addendums contain the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord/Agent and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord/Agent in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**
43. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.
44. **CONDITION OF THE PREMISES:** Tenant(s) accepts the premises in the present condition. Upon taking possession of the Premises, Tenant(s) shall immediately conduct an inspection, prior to moving belonging in and note on the Move-In Inspection, any condition(s) observed whether or not Landlord/Agent agrees to repair or remedy same. The Tenant(s) shall advise the Landlord/Agent in writing within SEVEN (7) days of the time he/she goes into possession of any damages or excessive wear not initially noted. Tenant shall surrender possession of the Premises in a clean and sanitary condition, including, but not limited to, all appliances and the kitchen, living, dining, and bath area.
45. **WINTERIZING:** DO NOT disconnect heat/air, include having power turned off, during any time. Tenant shall be responsible for any damage to said premises or adjoining premises due to lack of adequate heating/cooling.
46. **CONDITION FOR REFUND OF SECURITY DEPOSIT:** The Security Deposit refunds will be made in accordance with the South Carolina Residential Landlord and Tenants Act and provided the following conditions are met:
- (a) All terms and conditions of the Rental Agreement have been met.
 - (b) Upon vacating premises, **all charges due under the terms of this lease shall be paid in full.** The burden of proof of payment shall be upon the Tenant(s).
 - (c) Remove all personal belongings, remove all trash and other debris from premises.
 - (d) Lock and fasten all doors and windows.
 - (e) All conditions of the Vacating letter to be met.
 - (f) Return all keys to TNCR and **fill out Security Deposit Transmittal with forwarding address. One check** will be mailed to the forwarding address provided by the designated tenant.

47. **ADDITIONAL TERMS:** _____

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD/AGENTS THROUGH EMAILS, PHONE CALLS AND TEXTED (unless opted out in writing) AT THE ADDRESS/PHONE NUMBER LISTED ON THE RENTAL APPLICATION.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

X _____	_____	X _____	_____
Resident	Date	Landlord – TOP NOTCH CLEMSON REALTY, INC.	Date
X _____	_____		
Resident	Date		
X _____	_____		
Resident	Date		
X _____	_____		
Resident	Date		

Initials _____, Initials _____, Initials _____, Initials _____,

**TOP NOTCH CLEMSON REALTY,
INC. Management Division
Maintenance Procedures**

TOP NOTCH CLEMSON REALTY, INC. (TNCR) reserves the right to assess damage charges for maintenance requests and/or damage repairs which are determined to be responsibility of the residents (beyond normal wear and tear). The residents shall be apprised of the cost of the repair with an invoice. The invoice is due upon receipt. NOTE: Outstanding damage charges shall be deducted from any payments received first, then the balance applied to the rent due.

It may be necessary from time to time to request maintenance for your residence. Normally, you can expect requests to be handled within 1-3 business days; however, this may vary depending on demand. Any request that is considered an emergency is given priority over routine requests and is assigned to the appropriate contractor immediately. We will not always be able to provide you with a day or time for service but will complete your request in a timely fashion. Your patience will be greatly appreciated.

We offer a 24-hour online maintenance request form, located at www.clemsonpropertymgmt.com, (NON EMERGENCY ONLY) all request must be submitted in writing to ensure that all records and special instructions are maintained. If the request is an emergency, water leaks, electrical issue, etc., we ask that you also follow up immediately with a phone call. For after-hours emergency request, residents can call the office to get after-hour request information.

Reporting Guidelines:

1. All maintenance requests must be submitted in writing using the online request form or email.
2. Explain your problem clearly and calmly, giving your name, and address. A representative will complete a work order. Then we will assign to the appropriate vendor.
3. Residents are not allowed to perform any work without prior written approval to include but not limited to: electrical work; paint; wall repairs; plumbing repairs; landscaping. Rent will not be reduced for any work performed.
4. Only report items once. If it is reported multiple times, residents could pay for the service call. If the problem was not fixed initially, then state that it is a recall.
5. After a repair has taken place, if you have the same problems, call us and state you had a recent repair but there is still a problem. Recent repair means within the last 60 days and pest control work means within 30 days. If you fail to report this and there are further damages, you may be responsible for the cost of the damages.
6. If you have a "clogged" toilet/commode, we require that you plunge it first. If this does not solve the problem, then report it to the office. You may be subject to a charge if plunging is the required repair or if clog is from improper disposal of any object.
7. If your toilet/commode, sink, faucet, washer, or any other water pipes are leaking, please turn off the water supply to prevent further damages.
8. Smoke alarm/ batteries are the resident's responsibility to maintain. If replacing the batteries does not resolve the issue, then you must submit a work order request. It is recommended that you test the smoke alarms every 30 days. At no time are the smoke alarms to be disconnected.
9. Residents are responsible for replacing all light bulbs, with the correct size, after initial move-in.
10. If you change your locks, without written permission, or refuse admittance of maintenance contractors, or pest control, you will be charged for the call and the cost of correcting any problems this may cause.
11. If maintenance is called out and cannot gain access to your unit due to a change in locks, bedrooms being locked, pets not being kenneled, or any other reason, you will be charged for the service call and replacement of locks.

Initials _____, Initials _____, Initials _____, Initials _____

12. If you are having a problem with any appliances, try checking the breaker before calling. Any cost associated with maintenance trips solely for the purpose of resetting a tripped breaker or a GFCI will be the responsibility of the residents.
13. Residents must report the following but not limited to: any sign of mold; all toilet and faucet leaks; electrical problems; inoperative smoke detectors; faulty appliances (supplied with property); roof leaks; broken windows and doors, including frames; fence repairs; deck repairs; holes in the wall; flooring damage; major pest control issue, or any other necessary repairs or unsafe conditions.
14. Upon move out: all trash must be removed and disposed of properly; TOP NOTCH CLEMSON REALTY, INC. request that you do not spackle any holes in the walls. Any unnecessary painting that is required due from resident repairs or painting, there could be additional charges applied to the account.
15. The premise must be cleaned on a regular basis, at least once a month. Any damages and/or pest service, which is the cause of poor cleaning, will be invoiced to the residents.

Tenant(s) agree to:

- Keep the premises clean and regularly dust, vacuum, and Mop.
- Use hood vents (vent hood or Other-the-Range Microwave vents) when cooking.
- Avoid excessive amounts of indoor plants, and excessive water on all indoor plants outdoors.
- Use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture after.
- Use ceiling fans, if present.
- Wipe down any moisture and/or liquid spillage. Wipe down bathroom walls, fixtures, vanities/sinks after bathing/ showering.
- Open blinds/curtains to allow light into premises.
- Hang shower curtains within bath when showering.
- Securely close shower doors if present.
- Leave bathroom and shower doors open after use.
- Remove any moldy or rotting food immediately.
- Remove garbage regularly.
- Wipe down windows and sills if moisture is present.

Violations: If tenant(s) fail to comply with this addendum, tenant(s) can be held financially responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to tenant(s) failure to notify Landlord (Agent) of any maintenance, mold, mildew, or moisture problem immediately in writing and phone. Violation shall be deemed a material violation under the terms of the lease, and Landlord (Agent) shall be entitled to exercise all rights and remedies it possesses against tenant(s) at law or in equity and tenants(s) shall be liable to Landlord (Agent) for damages sustained to the leased premises. Tenant(s) shall hold Landlord (Agent) harmless for damages or injury to person or property as result of tenant(s) failure to comply with the terms of this addendum.

X _____ X _____

Resident Date Landlord – Carolina Foothills Real Estate Date

X _____

Resident Date

X _____

Resident Date

X _____

Resident Date

TOP NOTCH CLEMSON REALTY, INC.

Management Division Rules and Regulations

1. **INSPECTION REPORTS:** Pick up an inspection report at our office, when you pick up keys, and turn this list into our office within two weeks of the date of occupancy. If the form is not returned, residents will be held liable for any damages discovered during move out inspections. This inspection form is not a maintenance request form. **Turn in a separate list of any repairs that need immediate attention.**
2. **LOCK OUT:** Carolina Real Estate does not guarantee that anyone will be available after business hours to unlock the property in the event of a lockout. However, during business hours you may pick up a key from the office and return it the same day. After hour lockouts will need to call and pay for a locksmith.
3. **OCCUPANCY:** Residents are responsible for reporting any change in occupancy of residence immediately. Failure to do so will be considered a default under the lease.
4. **KEYS:** Residents will be charged for the cost of replacement of locks if keys are not returned upon vacating. Residents will be billed for duplicating keys. No additional or replacement locks of any type will be installed on any door without written permission from Landlord (Agent).
5. **LIGHT BULBS:** Are the responsibility of the residents to replace.
6. **TOILET/DRAINS:** It is the resident's responsibility to keep a plunger for clogs in the property. If maintenance is required to remove any clog or foreign objects such as sanitary products, hair, grease, etc., you will be charged for the service.
7. **PARKING:** All parking must be done in an orderly manner to prevent any inconveniences to other residents; please park within the lines of each parking space. Parking permits may be required at some locations and towing will be at resident's expense. **NO CAR OR OTHER VEHICLES MAY BE PARKED IN THE LAWN OR INSIDE THE RESIDENCE.** All guest parking will be the responsibility of the resident to make sure that they are parked in designated areas.
8. **EVICITION PROCEEDINGS** will start on the sixth day of the month if your rent has not been received in our office. Tenant(s) will pay court costs of the warrant and for other court costs.
9. **FRONT/BACK PATIO:** The only items allowed on the front/back patio are patio furniture. Do not hang clothing, towels, or any other items from the railings or balcony.
10. **PAINTING:** Tenants are not allowed to paint or wallpaper without written approval from the Landlord (Agent).
11. **EXTERMINATING:** We will spray **ONCE** if bugs are reported the first thirty (30) days of occupancy. After that time it is the Tenant(s) responsibility.
12. **RETURNED CHECKS:** If your rent check is returned a late fee and returned check fee will be due when check is satisfied. If more than two checks are returned, future payments will only be accepted in money order or certified checks.
13. **NO TWO PARTY CHECKS:** Two party checks will **NOT** be accepted for payment of any charges.
14. **FOR YOUR CONVENIENCE,** A mail-slot (not the mailbox) is located on the outside of our office building. If the fifth of the month falls on a weekend or you are unable to get to our office before closing, please leave checks or money order in the mail slot to prevent paying a late charge. **NEVER PUT CASH IN THE MAIL SLOT.**
15. **ANY LOUD, BOISTEROUS, OR OTHER IMPROPER** conduct of tenant, his family or his guests, that directly or indirectly cause concern to the landlord (Agent) or which causes substantial annoyance to other tenant(s) of the landlord (Agent) shall constitute grounds for eviction. City Noise Ordinance will be enforced, Chapter 13, quiet hours are 10:30 p.m. to 7:00 a.m. The following fines may apply: 1st complaint, written warning issued; 2nd complaint, \$100 fine applied to account; 3rd complaint, \$500 fine applied to account, 4th complaint, subject to eviction.
16. **GARBAGE** and trash shall be placed in sanitary containers located outside the building. No garbage or other refuse, including cigarette butts, shall be stored on the premises or landscaping for extended periods of time, this includes prompt removal of trash cans and recycle bins from the street on pick-up days. Tenant(s) is responsible for the condition of his city-owned "roll cart" garbage container.
17. **CARS UP ON BLOCKS** are prohibited; major repairs to cars, trucks, etc. must be done off premises. All vehicles must be operational and legal according to state laws.
18. **CARPET:** Tenants will be held responsible for any discoloration of carpeting not noted on move in inspection form. Be sure to have all plant containers in water-tight protective trays.
19. **NO PARTY WAGONS** are permitted on the premises.
20. **NO PETS ARE ALLOWED,** without written permission, Pet Addendum/ Application completed and on file at Carolina Real Estate. Violators will be fined per lease agreement and are subject to eviction.
21. **WINDOWS, DOORS AND SCREENS,** including trim work, are the responsibility of the tenant.
22. **MAINTENANCE:** Residents are responsible for promptly reporting all damages and maintenance needed to Landlord (Agent). Resident shall be responsible for all damages to the residence, complex, or common areas caused by overflowing drains, broken plumbing, washer, and tubs due to neglect of resident.
23. **REPAIRS:** Residents shall perform **NO** redecorations, maintenance repairs or replace equipment without the written approval of the Landlord (Agent). Residents shall not make any changes in electrical wiring, nor overload the electrical system, nor run any exposed wires for electrical appliances or fixtures in violation of the building code or any ordinance where said premise is located.

Initials _____, Initials _____, Initials _____, Initials _____

- 24. DAMAGES:** Any damages to the interior or exterior of the property including but not limited to the yard or driveway, caused by residents or guest, will be charged to the residents. This includes but is not limited to: holes in walls and woodwork; careless care of paint; Spray painting or marking on interior/exterior walls; Damage to carpeting, utility pipes, wiring, plumbing, light fixtures, walls, floors, and ceilings; Damage done to any landscape area, shrubs, including digging/uprooting; Broken windows, glass, screens, storm doors.
- 25. SMOKE ALARM** battery replacement shall be the responsibility of the residents.
- 26. TENANTS WILL BE CHARGED** for 1) Trash improperly stored; 2) Service calls to disposals with foreign object stoppages (coins, pop tops, silverware, etc.) Do not try to grind banana peel, corn shuck, egg shells, onion, or celery. NOTE: Unserviceable disposers may not be replaced; 3) Service calls for commode and drain stoppages. NOTE: Obtain a toilet plunger-it will pay for itself; 4) Any service calls that are unwarranted and/or caused by tenant(s) misuse will be charged to tenant(s); 5) Any repairs associated with **smoking** inside the premises
- 27. SATELLITE DISHES:** Are not permitted without the express consent of Landlord (Agent), or Homeowners Association.
- 28. DISPUTES:** Matters of disputes among individual residents shall be settled between such residents, and shall not involve Landlord (Agent).
- 29. SMOKING:** All area of the residence are considered to be non-smoking. No Resident or guest shall smoke inside the residence at any time. Smoking outside is only permitted 5 feet from the building. Cigarette butts shall be disposed of properly and safely. Should Landlord (Agent) determine that a resident/guest has smoked inside of the residence, the resident will immediately forfeit all or a portion of their Security Deposit deemed necessary by Landlord (Agent) to remove the odor, residue, to include but not limited to cleaning of air ducts.
- 30. FLAMMABLE ITEMS:** Residents are also prohibited from storing any flammable items in the unit, garage, deck, or storage areas. All storage of items in said areas must be limited to normal household items. No grills are allowed on upper stories of building or on decks. Any grilling must take place on ground level and at least 15 feet from sides of the building or any tree. Fiber cement grilling pad is highly recommended to be placed under the grill to protect the ground from extensive heat and from cooking/drippings.
- 31. TEMPERATURE CONTROL:** In subfreezing (below 32 degrees F) weather residents shall be responsible for any damage to said premises or adjoining premises due to lack of adequate heat to prevent frozen pipes. For the duration of the lease, power should be kept on and the thermostats should be set no higher than 80 degrees F and no lower than 65 degrees F. Any damages caused to the HVAC system and/or the premises shall be the responsibility of the residents.
- 32. INSURANCE:** Renters insurance is not a requirement, but is recommended.
- 33. ASSOCIATION RULES:** Tenants agree to abide by any Rules and Regulations adopted by the Homeowners Association of this property.

_____ _____
 Resident Date Landlord – TOP NOTCH CLEMSON REALTY, INC. Date

 Resident Date

 Resident Date

 Resident Date

Initials _____, Initials _____, Initials _____, Initials _____

TOP NOTCH CLEMSON REALTY, INC.
Management Division
LANDLORD/TENANT DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS

Brokerage Company: TOP NOTCH CLEMSON REALTY, INC.

Licensee: James Mark Iseli

Landlord: _____

Tenant: Tenant

**DISCLOSURE OF AGENCY: LICENSEE/COMPANY NAMED ABOVE WILL:
ACT AS THE AGENT FOR THE LANDLORD /CLIENT.**

By signing below, I _____ Tenant _____ (Landlord or Tenant) acknowledge that:

- (1) This form is a disclosure indicating my choice of representation be licensee/company and is not a substitute for a written agency agreement or lease agreement as may be required by law.
- (2) I understand that I am not relieved of my responsibility to protect my own interest, which may include, at my discretion, seeking legal, accounting, or other professional advice.
- (3) Licensee/company has explained the above information to me, and I understand it. I have received a signed copy of this form.

SIGNATURES:

X _____
Resident _____
Date

X _____
Landlord – TOP NOTCH CLEMSON REALTY, INC. _____
Date

X _____
Resident _____
Date

X _____
Resident _____
Date

X _____
Resident _____
Date

Initials _____, Initials _____, Initials _____, Initials _____