



RESIDENTIAL LEASE AGREEMENT

By the Beach Properties, BTB Inc., Landlord, and _____ Tenant(s),
hereby agree as follows:

PROPERTY: Landlord leases to Resident and Resident leases from Landlord those premises located at:

_____ under the following conditions:

1. **TERM:** The term of this lease shall be for _____ months, beginning at 12:00 noon on _____, and ending at 12:00 noon on _____. This term will only be extended at the discretion of the Owner. Otherwise, the Tenant(s) acknowledge that they will vacate the premises on or before _____.
2. **POSSESSION:** If there is a delay in delivery of possession by the **Landlord**, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Landlord shall not be liable for damages for delay in possession.
3. **AMOUNT/PAYMENTS:** The lease amount is _____. Payments for the lease ending on _____ will be _____ per MONTH and are to be paid on or before the 1st day of each month. If your full payment, in good funds, is not in our office by the 5th day of the month, before 5 o'clock PM, your account will be past due.

LATE PENALTY: A late penalty of ten percent (10%) of the unpaid balance, plus \$5.00 per diem will be added.

**An additional \$40.00 will be charged for NSF checks.*

All Payments will be made out to:

BTB, Inc, P.O. BOX 1871, Myrtle Beach, SC 29578

4. **SECURITY DEPOSIT:** Resident agrees to deposit _____ for a Security Deposit with **Landlord** prior to taking possession of the premises as security for fulfillment of Resident's obligations under the terms of this Lease. The Security deposit will be returned to Resident without interest, within one (1) month(s) after the termination of this Lease, or the surrender and acceptance of the Premises unless retained by **Landlord** for such causes as provided below. Resident acknowledges and agrees that said security deposit may be placed in an interest bearing account and that **Landlord** will retain the interest earned on said deposit. The security deposit shall be deposited and located in an interest bearing Escrow Account at **Bank of America**. **Landlord** may use, apply, or retain all or any part of the security deposit to the extent required for the payment of any sum which Resident owes **Landlord** (hereunder, or for any sum which **Landlord** may expend for actual damage arising out of or related to Resident's abandonment of the Premises or default in respect to any of the terms or provisions of this Lease, provided **Landlord** attempts to mitigate said actual damages), and including, but not limited to any repair, replacement, cleaning or painting of the Premises rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by

Resident or the invitees, guests, or member of Resident's household beyond ordinary wear and tear, or to pay or apply against any other amounts owned by Resident to **Landlord** as permitted by law. The use and application of the security deposit thereof by **Landlord** shall at all times be at the discretion of **Landlord**. The appropriation of all or part of this security deposit shall not be an exclusive remedy for **Landlord**, but shall be cumulative, and in addition to all other remedies of **Landlord** at law or under this Lease. The deposit may not be applied by Resident to rent.

DAMAGE INSPECTION AFTER TERMINATION OF OCCUPANCY; Within three (3) business days after the date of termination of occupancy, **Landlord** will inspect the premises and compile a comprehensive list of any damages done to the premises during Resident's occupancy, Resident shall have the right to inspect the Premises within five (5) business days after termination of Resident's occupancy to ascertain the accuracy of this list. **Landlord** shall sign the list. Resident must sign said list or sign a written statement listing the items to which he dissents.

In the event **Landlord** elects to retain any part of the security deposit, **Landlord** shall provide Resident with a written statement setting forth the reasons for the retention of any portion of the security deposit, and shall include with such statements any portion to be refunded.

Resident agrees to pay \$80.00 for re-keying locks if all keys are not returned.

You will not be entitled to any refund of your Security Deposit if you do not give a 30 day written notice, or if you abandon the premises, or attempt to break this lease before its expiration. YOU, The Tenant(s), **MAY NOT APPLY YOUR SECURITY DEPOSIT AGAINST ANY RENTAL OR LEASE PAYMENTS.**

5. **UTILITIES:** All utilities, which are, or shall become necessary for occupancy of the premises, will be the responsibility of the tenant unless otherwise stated to you in writing.

6. **OCCUPANCY:** The premises are to be used as a residence by only the following named person(s):

OTHER PERSONS MAY NOT LIVE THERE WITHOUT THE **LANDLORD'S** WRITTEN PERMISSION.

7. **PETS:** NO ANIMALS, BIRDS OR PETS OF ANY KIND SHALL BE PERMITTED IN THE LEASED PREMISES WITHOUT THE **LANDLORD'S** PRIOR WRITTEN CONSENT: The granting of consent to others shall in no way be deemed the granting of consent to you. If you want a pet you must have our written consent, pay additional deposits and an additional monthly charge. The Tenant(s) hereby agree clean all pet feces from the property at all times. If the damage assessment is more than the rental deposit, the Tenant(s) hereby understands and agrees that they are fully responsible for all damages exceeding said amount. The Tenant also hereby understands and agrees that all necessary repairs caused by pet will be repaired within seven days of move out date. See condition 4 if applicable.

8. **APPLIANCES:** Appliances, including, but not limited, to Range, Refrigerators, Portable Heaters, Window Air Conditioners. Proper use of these units is your responsibility. If evidence shows that this is not happening, you will be fined accordingly.

9. **MAINTENANCE:** During your residency this property will be YOUR HOME and should be treated as such. You are NOT TO HIRE service people to take care of any maintenance. Any damage caused by you or your guests or invitees regardless of cost will be deducted from your deposit or billed to you. Evidence of or use of unqualified service people is a violation of this lease. ANY REPAIRS will be addressed to the **Landlord** or his agent within 72 hours, and necessary repairs will be made within a timely manner after receiving written notice from you. **Landlord** WILL NOT HONOR ANY CHARGES, OR DEDUCTIONS FROM RENT NOT SPECIFICALLY AUTHORIZED IN ADVANCE IN WRITING BY HIM OR HIS AGENT. You agree to change your air filters every thirty to sixty days. If evidence shows that this is not happening, you will be fined accordingly.

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- 10. FIRE:** If house is made uninhabitable by fire not the fault of the Resident, this agreement shall be terminated.
- 11. PEST CONTROL:** You are responsible to keep the premises free of pests. If pest service is required the Landlord does reserve the right to enter the property to treat for pest control with 24hr notice.
- 12. ALTERATIONS:** You agree not to paint or alter your dwelling in any way, nor change locks without **Landlord's** prior written consent. The Tenant hereby understands that the property must be left in the same condition as move in date if any alterations have been approved, unless otherwise notified by the Owner.
- 13. HOLD OVER:** Resident shall deliver possession of house in good order and repair to **Landlord** upon termination or expiration of this agreement. Whenever Owner is entitled to possession of the premises under the terms of this lease, Resident shall at once surrender premises to **Landlord** and shall remove all of Resident's property. Should Resident remain after termination or expiration of this lease, Resident shall be deemed a tenant at sufferance.
- 14. RIGHT OF ACCESS:** **Landlord** shall have the right of access to house, with 24 - 48 notice, for inspection and maintenance during reasonable hours. In case of emergency, **Landlord** may enter at any time to protect life and prevent damage to property. During the last thirty (30) days of residence occupancy in said premises, **Landlord** shall have the right to place yard signs, and shall have right of entry to premises for the purpose of showing prospective tenants said property.
- 15. USE:** House shall be used for Residential purposes only and shall be occupied only by the persons named in Resident's application to lease. House shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use house, or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents' quiet enjoyment of their houses.
- 16. COVENANTS OF TENANT:** Commencing with and during the term of this agreement, including extensions, the Tenant/Buyer hereby covenants and agrees as follows:
- That the Tenant(s) will not use the property for any unlawful purpose; and that the Tenant will conform to and obey all laws, ordinances, rules, regulations, requirements, and orders of all Federal, State, and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the property; and
 - Drug use, trafficking, and/or dealing on this property will result in immediate eviction of the Tenant and all occupants of the property at that time; and
 - That the Tenant will surrender and deliver up the property, at the end of the term or any extensions thereof in as good order and condition as the same now exists, reasonable use and natural wear and tear are accepted.
- 17. CONDITION:** This residence is rented in "AS-IS" condition, with the understanding that no additional improvements will be made at the time of the move-in, leased on the present rental rate. However, if you desire a rental improvement, the rental rate will be renegotiated to a higher amount to allow for the improvements chosen. Unless written notice to the contrary is presented to the Owner within 72 hours after you move in, everything in or about the premises will be considered to be in good condition and that a working smoke detector has been installed.
(YOU AGREE TO PERIODICALLY TEST AND MAINTAIN THE SMOKE DETECTOR). ◆ **Intitial Here**
- 18. VEHICLES:** You may park only in assigned spaces. All other vehicles must be parked on the roadside. Also, you may not repair your vehicles on the premises, unless in an enclosed garage, if such repairs take longer than one day.

- 19. ASSIGNMENT AND SUBLETTING:** You shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it.
- 20. ABANDONMENT:** If you abandon or vacate the premises for more than 15 days, without notifying the management company, the Owner may terminate this lease and regain lawful possession
- 21. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of any subsequent breach, and the acceptance by Owner of partial payments due shall not, UNDER ANY CIRCUMSTANCES, constitute a waiver of any rights of Owner under this lease, nor effect any notice of legal proceedings in unlawful detainer theretofore given and commenced under state law.
- 22. PROPERTY LOSS/LIABILITY:** **Landlord** recommends that you, the Tenant(s), obtain personal liability insurance. **Landlord** has no insurable interest in your personal property, nor, will **Landlord** be liable for any acts by, or damage or injury to you, your family, guests, invitee, or any other persons or property, occurring in or near the premises and you agree to hold us harmless from any claims for damages no matter how caused.
- 23. INDEMNIFICATION:** Resident releases Owner from liability for and agrees to indemnify **Landlord** against all losses incurred by Owner as a result of:
- Resident's failure to fulfill any condition of this agreement;
 - Any damage or injury happening in or about house or premises to Resident's invitees or licensees or such person's property;
 - Resident's failure to comply with any requirements imposed by any governmental authority; and
 - Any judgment, lien, or other encumbrance filed against houses as a result of Resident's action.
- 24. INVALID CLAUSES:** Should any provision of this lease be found to be invalid or unenforceable, the remainder of the lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
- 25. MORTGAGEE'S RIGHTS:** Resident's rights under this Lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which houses is a part; if requested, Resident shall execute promptly any certificate that Owner may request to specifically implement the subordination of this paragraph.
Also, the Tenant(s) hereby understand the property located at:

is currently on the real estate market for sale. Therefore, the Tenant(s) hereby understand that if the said property is sold, the Tenant(s) will have 60 days to vacate the premises.
- 26. TIME OF THE ESSENCE; SERVICE OF NOTICES:** Time is of the essence of this Lease. All references to any notice required to be given or due dates for rental payments shall be strictly construed and any binding notice required herein shall be hand-delivered or mailed registered or certified mail in accordance with the provisions herein;
Resident hereby appoints the person in charge of or occupying Premises as this time, as his agent, to receive the service of any dispossessory or distraint proceedings and notices there under, and all notices there under, and all notices required under this Lease, and if no person be in charge of or occupying the same, then such service or notice may be made by attaching the same on the front entrance to premises.
- 27. VIOLATION OF TERMS:** Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of the applicable code and the prevailing party shall recover court costs and reasonable attorney's fees. Both owner and resident further agree to waive trial by jury and submit to the decision of the Judge who has jurisdiction over this subject matter. In any event, no action will be filed in any court after one year of the cause(s) for such action.

- 28. DEFAULT:** If Resident fails to pay rent or any other sum due, or otherwise fails to abide by and perform any of the obligations, terms, conditions, or provisions of this lease, including, but not limited to, failure to reimburse **Landlord** for any damages, repairs or costs when due, abandonment of the Premises, or violation of any of the rules and Regulations set forth herein, each and any such breach shall constitute a default under this lease;
- If such default continues for three (3) calendar days after written notice of default from **Landlord**, **Landlord** may, at his option, terminate this lease by written notice to Resident;
 - Landlord**, as Resident's agent, may enter upon and take possession of the premises at the best price obtainable by reasonable effort, without advertisement and by private negotiation and for any term and for any rent and upon such terms as **Landlord** deems proper. Resident shall be liable to **Landlord** for the deficiency, if any between Resident's rent hereunder and the price so obtained by **Landlord** by reletting, after deduction of **Landlord's** expenses incurred in reletting, repairing, refurbishing, cleaning, painting or otherwise making the Premises releasable or tenantable;
 - Any action hereunder by **Landlord** shall not prejudice any rights of action against Resident as provided in this lease or by law, and **Landlord** shall not be guilty of trespass or forcible entry as a result of such reentry and repossession of the premises by **Landlord**.
- 29. RULES AND REGULATIONS:**
- Locks:** Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of house without written permission of management;
 - Non-operative vehicles are not permitted on premises.** Any such non-operative vehicles may be removed by Owner at the expense of Resident owning same, for storage or public or private sale, at Owner's option, and Resident owning same shall have no right of recourse against owner hereafter;
 - Storage:** No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Resident's risk and Owner shall not be responsible for any loss or damage;
 - Walls:** No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of this house;
 - The Resident agrees to maintain the property in as good a state as he finds it; reasonable wear and tear accepted. GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE. The Resident agrees to keep his quarters in a clean and sanitary condition and, in case that the quarters are either a single house, or a duplex, to keep his yard clean, mowed and free of rubbish;
 - Tenant will be responsible for payment of all utilities to include garbage, water and sewer charges, electricity and gas; even if the bills remain in the Owner's name. Tenant must provide proof of final payment of all utilities, as well as the return of all keys to the office of record of management.
- 30. ATTORNEY AND COLLECTION COSTS:** If Owner breaches this lease, Owner agrees to pay an amount equal to fifteen percent (15%) of damages collected by Resident as the result of said breach as attorney's fees and all costs of collection if said sums must be collected by an attorney at law. If Resident breaches this lease, Resident agrees to pay an amount equal to fifteen percent (15%) of any unpaid rentals or damages as attorney's fees and all costs of collection, if any rent or damages owing under this lease must be collected by an attorney at law.
- 31. RESIDENT'S IMPROVEMENTS:** Resident may not remodel, alter, paint, or structurally change Premises, nor remove any fixtures therein without Owner's prior written consent. Any alterations or changes, which Owner does permit, shall become the property of Owner and shall remain in the Premises at all times during and after the terms hereof. Resident has no authority to incur any debt or make any charge against the premises or Owner or to create any lien upon said Premises for work done or material furnished, or to act as agent for Owner at any time for any purpose.
- 32. ENTIRE AGREEMENT:** This lease document and the attached exhibits constitute the entire agreement between the parties and may be modified only in writing signed by all parties. This agreement and any attached addendums constitute the entire agreement between the parties and no oral statements shall be binding.

33. SPECIAL STIPULATIONS: The following special stipulations shall control in the event of conflict with any of the foregoing:

See exhibit(s) attached hereto and made a part of this contract by reference.

34. ACKNOWLEDGEMENT: You hereby acknowledge that you have read this agreement, understand it, agree to it, and have been given a copy.

IN WITNESS WHEREOF, We have executed the Residential Lease Agreement this:
_____ day of _____, 20_____.

Date Signed: _____ X _____
Tenant Signature

Sign Here

Print Name

Date Signed: _____ X _____
Tenant Signature

Print Name

Date Signed: _____ X _____
Landlord/ Management Company

By the Beach Properties, BTB, Inc _____
Print Name

