

RESIDENTIAL LEASE AGREEMENT

IN CONSIDERATION OF the rent reserved and the mutual promises each to the other made herein, _____ as Landlord ("Landlord") does, by and through McCall Residential Management, LLC, its Agent ("Agent"), lease and rent to _____ as tenant ("Tenant") and Tenant does hereby lease and rent from Landlord the premises ("Premises") more particularly described as dwelling unit _____ for the term commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, upon the following terms and conditions:

1. Rent: Tenant will pay, without notice, demand or deduction, a monthly rental fee of \$_____. Said rental will be payable **by mail** in advance, on or before the first calendar day of each month to the Agent at **2510-C Wade Hampton Blvd., Greenville, S.C. 29615**; or at such other address as may be designated by the Agent. In the event the rent is not received by the Agent within five (5) days after the due date, Tenant will pay a late fee of \$100.00 and the Landlord will have the right to start an eviction proceeding without further notice.

2. Security Deposit: A security deposit of \$_____ to be paid by the Tenant shall be refunded to the Tenant within thirty (30) days after premises have been vacated; and if, upon inspection, the premises are found to be clean and in as good condition as at the beginning of the lease, normal wear and tear excepted; and provided the covenants, agreements, and conditions on the part of the Tenant have been complied with entirely. The security deposit is not any part of the rent herein reserved, and consequently cannot be deducted from the final month's rent.

3. Returned Checks: Should any of the Tenant's checks, submitted as payment of rent or security deposit, not be honored and paid by Tenant's bank, Tenant will immediately pay in cash the amount due plus a \$50 return check fee plus any other costs of collection incurred by the Agent.

4. Renewal: After the initial term, this lease shall be automatically renewed for successive terms of one calendar month each at the aforesaid rental, unless otherwise notified by the Agent or terminated as provided herein.

5. Notice to Terminate: Either party may terminate this lease at the end of the initial term or at the end of any successive monthly term, by giving written notice, one calendar month in advance, to the other party. The Tenant's notice must be accompanied by the payment of any rent due through the end of the term of the lease. Verbal notices are not acceptable.

6. Possession: Landlord agrees that the Tenant shall be entitled to peaceful and quiet enjoyment of the demised premises during the term of this lease, provided of course, that the Tenant complies with the covenants, agreements, and conditions stated herein. If the Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may void this agreement if possession is not delivered within thirty (30) days of the commencement of the term hereof.

7. Condition: Tenant accepts the premises in its present condition, with the following exceptions: _____

8. Tenant Duties: Tenant agrees to keep and maintain the premises in good clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereon without written consent of the Landlord. The Tenant will maintain the following items at his expense; keep the sinks, lavatories and commodes draining properly, change the furnace filters 4 times per year, replace any windows or screens broken during the term hereof, keep the lawn and shrubbery trimmed, the gutters cleaned and the outside grounds free from unsightly objects or debris. No inoperable vehicles or vehicles without current license tags may be stored on the premises. The tenant will pay for any costs for vermin, insect or rodent extermination. The Tenant will be responsible for the acts of their children, pets, visitors, vandals or burglars until the keys and any garage door operators have been returned to the Agent. The Tenant will pay for the costs of any keys or remote garage door operators not returned to the Agent. The Tenant agrees to pay for all utilities including sewerage disposal and garbage collection while occupying the premises. Excessive hanging of pictures or other wall decorations will be considered damage beyond normal wear and tear.

9. Rules: The Tenant agrees to abide by any rules and regulations established in writing by the Landlord with respect to the use of the property. The Tenant shall not use the property for any purpose or use that would be in violation of any governmental law or regulation, zoning ordinance, subdivision restriction or Homeowners Association Rules and Regulations. Tenant, for himself and his guests, agrees to refrain from any activity that may be a nuisance (such as excessive noise) or an annoyance in the neighborhood.

10. Pets: The Tenant agrees to have no pets or animals on the premises, other than those permitted in writing by addendum to this lease.

11. Property Damage and Liability: The Tenant covenants that neither the Landlord nor his Agent shall be liable for any damages or injury to the Tenant, the Tenant's guests, agents, or employees or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect or failure of the structure or equipment on the demised premises to properly function, and to further protect, indemnify and save the Landlord harmless from all claims of every kind and nature. The Landlord recommends that the Tenant obtain insurance for protection against damage or loss to personal property and personal liability.

12. Assignment: The Tenant may not assign this lease, sublet the premises, give accommodation to any boarders, or permit the use of the premises for any purpose other than as a private dwelling solely for the Tenant and the parties listed on the Rental Application form.

13. Right to Enter: Tenant agrees to permit the Landlord or the Agent to enter the premises for the purpose of making inspections, repairs or in the event of any kind of emergency. The Tenant further agrees to allow prospective Tenants or Purchasers to enter the premises when accompanied by the Landlord or the Agent to inspect the property for purposes or renting or buying.

14. Default: Upon failure of the Tenant to make any payment of rent when due, or if the Tenant should breach any of the terms, agreements, or conditions herein contained, or if the Tenant should declare bankruptcy, or if the premises are abandoned, deserted or vacated, then at the option of the Landlord or the Agent, this lease shall immediately terminate, without notice or demand to the Tenant, and the Landlord may re-enter and repossess the premises and remove and put out Tenant and each and every occupant. In the event of re-entry by the Landlord, the Tenant shall be liable to the Landlord for any loss, costs or damages sustained including moving costs, attorney's fees and court costs.

15. Joint and Several Liability: This agreement is between the Landlord and each signatory jointly and severally (individually). In the event of default by one signatory each and every remaining signatory shall be responsible for timely payment of rent and the other provisions of this lease.

16. General Terms: This lease shall be binding upon the parties, their heirs, representatives, and assigns. If any part of this lease is not fully understood then competent legal advice should be sought. Time is of the essence of this agreement.

17. Subordination: This agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this agreement, irrespective of the date of recording. Should the holder of any mortgage against the property acquire title to the property by foreclosure or otherwise, said mortgagee will have the option of canceling this agreement without penalty.

18. Appliances: Tenant acknowledges that the house () is () is not equipped with a smoke detector and that it is the tenant's responsibility to report any malfunctions or deficiencies to the Landlord in writing and to test the batteries (if any) in the equipment. The following keys, remote garage door operators and appliances will be furnished by the Landlord _____

19. Hazardous Substances: Tenant, at the expense of the Tenant, will have 10 days from the date of signing this lease to inspect the property for the presence of hazardous substances including radon, lead and lead based paint. Should the Tenant's inspection reveal the presence of hazardous substances in excess of EPA levels for a habitable dwelling; the Tenant will have the option of voiding this agreement without penalty within 10 days of receiving the inspection report.

20. Repairs: The Tenant agrees to promptly report any repairs that need to be made to the Agent. No Tenant incurred expenses shall be deducted from the monthly rent under any circumstances. Landlord will make any repairs for which Landlord may be responsible according to the terms of this lease as soon as practical after notification by tenant. However, Landlord will not be required to incur additional expenses for repairs on weekends or holidays and the tenant will not be entitled to any credit or rent reduction for loss of use or inconvenience. The Tenant will repay the Landlord for the cost of any unnecessary service calls made at the request of the Tenant and for any repairs made necessary by the negligent or careless use of the premises by the Tenant. The Tenant will pay for any service calls made necessary by misuse of heating or cooling system, or Tenant's inadequate supply of fuel.

21. Early Termination: Subject to approval of the Landlord, the Tenant may terminate this lease prior to the expiration of the initial term, according to the following terms and conditions: A) The Tenant will pay the Agent for any expenses incurred by the Agent in securing another Tenant. B) The Tenant will pay the Agent a fee of one month's rent. C) The Tenant will pay the rent until the beginning of the lease with the new tenant. D) The tenant will pay for any repairs which might be necessary to secure a new Tenant. E) The Tenant may procure a new Tenant, acceptable to the Agent, in lieu of item A above. F) The Security Deposit will be forfeited to the Landlord.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed these presents.

_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Tenant	Tenant	Date
_____	_____	_____
Witness as to Landlord	Landlord or Agent for Landlord	Date

Warning: according to paragraph 5, thirty (30) days written notice must be given in order to terminate this lease even at the end of the initial term. If no notice is given, the lease automatically extends for successive one month periods until notice is given.

