

RESIDENTIAL RENTAL AGREEMENT (South Carolina)

1. Parties

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]
Address: [address of Landlord or Agent]

and

Tenant: [NAME(S) OF TENANT(S)]

2. Address of Leased Premises

[street address]
[city / town], South Carolina [zip] (the "Premises")

3. Tenancy

The tenancy created by this Agreement shall be a [week-to-week / month-to-month] tenancy which will commence on the first (1st) day of _____, _____, and will terminate as provided for in this Agreement.

4. Occupancy & Use of Premises

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who will be living in the premises]*

If individuals other than those listed above are found residing at the Premises for more than ____ days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Rental Agreement and pursue eviction of the Tenant and all other occupants of the Premises.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

5. Rent & Other Monthly Charges

[if tenancy is week-to-week: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per week, to be paid by 12:00 noon on Monday of each week.

[if tenancy is month-to-month: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per month, to be paid on the first day of each month.

The first payment shall be made on the ____ day of _____, _____. All payments to be made hereunder shall be made to the Landlord at the address set out in this Agreement, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rental payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the date on which the rent is due.

6. Late Charges & Returned Checks

If all rent is not paid on or before the fifth (5th) day of the calendar month, the Tenant shall be charged a late fee of [amount of late fee] Dollars (\$##.##). In addition, the Tenant agrees to pay an administrative charge of \$##.## for each returned check. Non-payment of rent or habitual late payment of rent shall be deemed sufficient reason for eviction.

In the event that Tenant's check for the security deposit or the first month's rent is returned due to insufficient funds, Landlord may declare this Rental Agreement void and immediately terminated.

7. Security Deposit

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##) collected from Tenant shall be held by the Landlord in a non-interest bearing account, as security against loss from damage, nonpayment of rent, or any other breach of this Rental Agreement by Tenant. Landlord is at liberty to commingle Tenant's security deposit with security deposits from other tenants in a separate trust account and to deduct therefrom the cost of any unusual cleaning or repairs to the Premises and/or any accrued rent or late charges, upon Tenant vacating the Premises at the end of the tenancy. The security deposit cannot be deducted from or applied to the rent of the last month of the tenancy.

Initials: _____