

Health & Wealth of Dutchess County, LLC Health & Wealth of Horry County, LLC

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Rental/Lease Agreement

BY THIS AGREEMENT of lease made and entered into on _____, between Health and Wealth Of Dutchess County, LLC, and/or Health & Wealth of Horry County, L.L.C., herein referred to as Lessor, and _____ herein referred to as Lessee, Lessor leases to Lessee the premises situated at _____, County of Horry State of South Carolina, and more particularly described as follows: (3/4) bedroom (2/3) bath (and hereinafter referred to as the demised premises) together with all appurtenances, for a term of 1 year, to commence on _____, and to end on _____, at 12 o'clock am. If the lessee fails to complete his/her 12 month lease obligation of payments, there will be a 15% penalty for the remaining dollars due and all deposit dollars will be forfeited unless modified in writing between Lessor and Lessee. This rental agreement is governed by SC Code of Laws §27-40, the Landlord and Tenant Act.

1. **Delivery and Possession:** Lessor shall deliver possession of the demised premises to Lessee on the date herein above mentioned as the date on which this lease has commenced.

2. **Rent:** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$_____ per month in advance on the 1st day of each calendar month and post marked no later than the 1st day of the month, and must be received by 5:00PM on the 5th day of the month. If rent is unpaid when due, and the tenant fails to pay rent by the 10th day of the month when due, Agent/Landlord/Lessor can, at their sole option terminate this agreement, and the tenant is hereby given notice of that fact as is required by SC Code of Laws §27-40, the Landlord and Tenant Act

3. **Payment:** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check OR an Electronic Transfer made out and mailed to:

Health & Wealth LLC
154 Lily Lake Rd
Highland, NY 12528

4. **Late Payments:** For any rent payment not received by the 5th day of the month, Lessee shall pay a late fee of Twenty five dollars (\$25.00). If the rent remains unpaid as of the 10th of any month, the late fee shall increase to Fifty dollars (\$50.00) and an additional fee of \$5.00 per day thereafter will be levied. The landlord (lessor) may terminate this agreement in any month which the rent remains unpaid on the 10th day and this constitutes written notice in conspicuous language in this agreement of landlord's intention to terminate.

THIS SECTION FULFILLS THE FIVE DAYS NOTICE REQUIRED BY SOUTH CAROLINA LAW.
NO FURTHER NOTICE SHALL BE GIVEN. WE DO NOT ACCEPT PARTIAL PAYMENTS.

5. **Returned Checks:** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Fifty Dollars (\$50.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

6. **Security Deposit:** On execution of this lease, Lessee deposits with Lessor the sum of _____ Dollars (\$_____) per person, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. The deposited amount shall continue to be the property of Lessee and shall be held in trust by Lessor. On the full and faithful performance by Lessee of the provisions hereof, within thirty (30) days of termination of this lease and delivery of possession and demand by Lessee, whichever is later, Lessor shall, by a written notice, refund to Lessee the security deposit with interest (if required by law) less amounts withheld by Lessor for accrued rent and damages as permitted by law together with an itemized statement of deductions made there from (Please see inspection form attached). **This deposit is not part of the rent and cannot be used as a rent payment, and cannot be deducted for the final months' rent.** Any court costs associated with collecting or evicting the tenant will be deducted from the deposits along with any costs to re-rent premises due to misuse of property and or eviction the deposit will be forfeited to the landlord.

7. **Quiet Enjoyment:** Lessor covenants that on paying the rent and performing the Covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

8. **Use of Premises:** The demised premises shall be used by Lessee exclusively as a private single family residence, and neither the demised premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for carrying on any business, profession, or trade of any kind or for any purpose other than as a private single family residence.

- a.) Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this Lease;
- b.) Lessee shall keep all the plumbing fixtures in the demised premises reasonably clean;
- c.) Lessee shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner;

- d.) Lessee shall not deliberately or negligently destroy, deface damage, impair, or remove any part of the demised premises or knowingly permit any person, who is on the demised premises with Lessee's permission or who is allowed access to the demised premises by Lessee to do so, and
- e.) Lessee shall act, and shall require other persons on the demised premises with Lessee's permission or who are allowed access to the demised premises by Lessee, to act in a manner that will not disturb other tenants' and their neighbors peaceful enjoyment.

9. **Number of Occupants:** Lessee agrees that the demised premises shall not be occupied by more than _____ persons, consisting of adults and no children under the age of 16 years. All overnight visitors are limited to a 72 hour stay over a 30 day period. Use of the premise to host "house parties" is strictly prohibited. No gathering at the rented residence may consist of more than five non-residents and no consumption of alcohol by persons less than 21 years of age is permitted. Violation of this provision is subject to immediate eviction proceedings being commenced.

10. **Condition of Premises:** Lessee has examined the demised premises, including the grounds and all buildings and improvements, and stipulates that they are, at the time of this lease, in good order, repair, and in safe, clean, and tenant-able condition.

11. **House Keeping:**

- Keep sinks, lavatories and commodes open. Lessee/s has 7 days to report any malfunctions.
- Lessor will replace all broken windows, repair all screens, walls, both interior and exterior if damages are due to other than the misuse, neglect, negligent, or careless use of said premises by the Lessee/s or their guests.
- Service calls for HVAC are to be paid for by Lessor including but not limited to replacement of air filters monthly.
- HVAC problems and service repairs are the responsibility of the Lessor or unless repairs are due to the misuse, neglect, negligent, or careless use of said premises by the Lessee/s or their guests.
- Service calls will be placed by the Lessor. No Lessee/s incurred expenses shall be deducted from the monthly rent under any circumstances whatsoever.
- Lessee/s is/are responsible for any vandals or burglars until all keys are returned to Lessor/s.
- Tenants are responsible to contract with a local trash collector for weekly refuse pick up. There are several services available, and a list of providers can be provided.

12. **Prohibited Equipment/furniture:**

- Tenant agrees not to place antennas, satellite dishes, water beds, and auxiliary heaters without written permission form Landlord.
- Gas grills, charcoal grills, etc. must be kept on concrete and 15 feet from the property due to local fire code requirements, **no fire pits** allowed on premises . ONLY outside furniture is acceptable on the front porch. NO sofas, chairs, or combustible items are permitted. Any fines imposed by local authorities for unlawful location or use of grills and furniture, or for unauthorized outdoor fires will be charged in full to the Tenants.
- Lessee/s shall not keep or have on the demised premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. Tenant Obligations Tenant shall:

- Comply with all the obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety.
Keep the dwelling unit and that part of the premises that Tenant uses reasonably safe and clean
- Dispose from dwelling unit all garbage, rubbish, and other waste in a reasonably clean and safe manner.
- Keep all plumbing fixtures in the dwelling unit and used by the tenant in proper working order
- Use in a reasonable manner all electrical, plumbing, sanitary, heating ventilation, air conditioning, and other facilities and appliances in the premises.
- Not deliberately or negligently destroy, deface damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to the premises by the Tenant.
- Conduct himself/herself and require other persons on the premises with Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb others and neighbors' peaceful enjoyment of the premises.
- Comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises.
- Comply with local and university laws and regulations, including, but not limited to, policies on alcohol and illegal substance use. Any lawn trash clean-up due to excessive trash will be cleaned up at the fee of \$125 per incident if trash is NOT removed by 8 am the following morning.

14. Parking: On street parking in front of the premises is prohibited. There is no parking on the grass. The first offense will result in a warning. The second offense will result in the car being towed at the owner's expense and the yard to be repaired at the Tenant's expense. No bailment or bailee custody is intended. Lessor/s is/are not responsible for, nor does Lessor/s assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow/Ice removal is the responsibility of the vehicle owner/s.

15. Maintenance of premises:

a.) "Original Conditions": the Leased premise and the fixtures contained therein shall be deemed to be cleaned and acceptable, and in good repair and operable, unless otherwise reported in writing to the Landlord within 48 hours or the commencement of the term hereof;

b.) "Repairs": Tenant shall keep premises, and the appliances and fixtures contained therein, in as good repair as the same are in at the commencement of this Lease Agreement, ordinary wear resulting from Tenant's misuse or abuse of any fixture, appliance or portion of the premises, shall be paid by Tenant as additional rental upon demand by Landlord;

c.) "Repairs and Alterations": No repairs, alterations or changes in or to said premises or the fixtures or appliances or changes therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COST SHALL BE DEDUCTED FROM RENT.** All improvements made by Tenant to said premises shall become the property of the Landlord. If locks/deadbolts are changed, Landlord is provided with a key;

d) "Notification": Tenant shall notify pursuant to notification procedure herein Landlord of any item becoming out of repair, any roof leaks, and spigot, pipe, commode leakage, property damage, or any issue that is beyond "normal wear and tear" within 48 hours of occurrence. If "move-out" inspection reveals any damage beyond normal wear and tear, then the deductions will be made from the Tenant's security deposit.

LANDLORD STRONGLY DISCOURAGES SMOKING INSIDE PREMISES AS REPAIR COSTS CAN BE

SIGNIFICANT.

e.) Tenant has the responsibility to minimize damages when an item is in disrepair. Examples include shutting off the water to a leaking toilet, shutting off the power to an appliance, ventilating the property after smoke damage, and cleaning up a water spill. Failure to take appropriate preventative action will result in additional cost and/or further damage to the property. This additional cost or damage is the responsibility of the Tenant. Broken windows, doors, or tiles; burns in carpet; holes in walls and other structural damage is the responsibility of the Tenants.

16. Access to Premises:

a.) Keys. Each Lessee shall be given one (1) key to the demised premises. If the key is not returned to Lessor/s following the termination of this lease, Lessee/s shall be charged One Hundred Fifty Dollars (\$150.00) which includes labor and new locks.

b.) Locks. Lessee/s agrees not to change locks on any door without first obtaining Lessor/s written permission. Having obtained written permission, Lessee/s agrees to pay for changing the locks and to provide Lessor/s with one duplicate key per lock.

c.) Lockout. If Lessee/s becomes locked out of the demised premises after management's regular stated business hours, Lessee/s shall be required to secure a private locksmith to regain entry at Lessee/s sole expense.

17. Assignment and Subletting: Without the prior written consent of Lessor/s, Lessee/s shall not assign this lease, or sublet or grant any concession or license to use the demised premises or any part thereof. A consent by Lessor/s to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor/s, or an assignment or subletting by operation of law, shall be void and shall, at the Lessor/s option, terminate this lease.

18. Alterations and Improvements: Lessee/s shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor/s. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee/s, shall, unless otherwise provided by written agreement between Lessor/s and Lessee/s, be the property of Lessor/s and shall remain on the demised premises at the expiration or earlier termination of this lease.

19. Damage to Premises: If the demised premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the demised premises is substantially impaired, Lessee/s may immediately vacate the demised premises and notify Lessor/s in writing within seven (7) days thereafter of Lessee/s intention to terminate this lease, in which case this lease terminates as of the date of vacating. On the other hand, if continued occupancy is lawful Lessee/s may vacate any part of the demised premises rendered unusable by the fire or casualty, and Lessee/s liability for rent is reduced in proportion to the diminution in the fair-market rental value of the demised premises. The rent shall be prorated up to the time of damage. Any rent paid in advance or which may have accrued by the terms of this lease shall be adjusted to the date on which this lease so ends. Unless the fire or casualty was due to Lessee/s negligence or otherwise caused by Lessee/s, Lessor/s shall refund all security deposit and prepaid rent.

20. Utilities: Lessee/s shall be responsible for arranging and paying for all utility services required on the demised premises, Service by lessee/s and all other utilities monthly shall be paid by the Lessee/s. Lessee/s shall be liable for any inspections required by local authorities/utility companies due to failure to obtain service at the time of occupancy or to maintain said service during the 12 month term of this agreement. Lessee/s shall pay for all hookups, connection fees and security deposits in connection with providing utilities to the said premises during the 12 month term of the lease.

21. Maintenance and Repair: Lessee/s shall, at their sole expense, keep and maintain the demised premises and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee/s shall keep the fixtures in the house or on or about the demised premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at Lessee/s sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee/s misuse, waste, or neglect or that of Lessee/s employee, family, agent, or guest. Major maintenance and repair of the demised premises, not due to Lessee/s misuse, waste, or neglect or that of Lessee/s employee, family, agent, or guest, shall be the responsibility of Lessor/s. Lessor/s shall maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary lines, heating, ventilating, air conditioning HVAC, and other facilities and appliances such as dryer/washer/DW. Lessee/s agrees that no signs shall be placed or painting done on or about the demised premises by Lessee/s or at Lessee/s direction without the prior written consent of Lessor/s.

LESSEE/S SHALL BE RESPONSIBLE FOR THE PERFORMANCE AND/OR THE COST OF THE FOLLOWING

- Damaged windows, doors and door fixtures, mailboxes and posts, and screening;
- All sink, tub, lavatory drains, commodes and sewer lines (Lessor/s will pay only if roots in the lines were the only cause of a clog);
- HVAC/Furnace systems where damage is found to be caused by misuse, negligence, or careless operation;
- Service calls where the problem is (a) the circuit breaker was not reset; or (b) a blown fuse; or (c) the only reason the light was not working is because the bulb needed replacing; or (d) the reason a garbage disposal isn't working is because of being jammed, (e) adjusting temperature controls in refrigerator;
- Service calls where nothing is found wrong or where tenant misses a scheduled appointment; Smoke detector/s testing and battery replacement;
- Any damage caused by frozen and or broken water lines caused by freezing. During extremely cold temperatures, Lessee/s must leave the heater on and water dripping as a preventative measure. If water is furnished by a well, Lessee/s must make sure the light bulb in the pump house is operating and place a small heater in the pump house to prevent the pump from freezing;
- Maintenance of phone lines. Lessor/s does not represent that this property is wired for telephone service or internet, cable and/or dish. Lessee/s is advised to acquire "Line guard" from the phone company, along with surge protection from the electric service for electronic devises.

22. **Painting:** Lessor/s reserves the right to determine when the demised premises shall be painted, unless there is any law to the contrary.

23. **Insurance:** Lessor/s has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor/s negligence. Lessor/s insurance does not cover Lessee/s possessions or negligence. Lessee/s should obtain an insurance policy to cover damage or loss of personal possessions, as well as losses resulting from negligence.

**NOTICE: TENANT SHALL BE RESPONSIBLE FOR INSURING HIS OWN
POSSESSIONS AGAINST FIRE AND OTHER CATASTROPHIES
INCLUDING WIND, HAIL, AND WATER DAMAGES.**

24. **Liability:** Lessor/s and Lessee/s hereby release each other from liability for loss or damage occurring on/or to the Leased premises or the project of which they are a part or to 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 of a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

25. **Home Owners Associations:** To the extent that this lease applies to residence located within a homeowners association, Lessee acknowledges that the demised premises is part of such association, and therefore Lessee's use and occupancy of the demised premises is subject at all times to the terms of provisions, covenants and restrictions of the declaration of that association covering all applicable rules, regulations and by-laws of the association as amended or added to from time to time, copies of which have been provided to Lessee. The failure of Lessee to perform or observe any of the duties and obligations applicable to Lessee under the association documents shall constitute a default under this lease. Lessee/s shall indemnify Lessors and hold Lessors harmless from any damages, direct or indirect, as a result of such non-performance by Lessee.

26. **Pets:** Pets are absolutely NOT allowed. Any lessee who keeps any pet in the rented unit will be subject to IMMEDIATE eviction.

27. **Right of Inspection:** Lessee/s hereby grants permission to Lessor/s to enter the demised premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the demised premises to prospective or actual purchasers, mortgagees, tenants, workmen,

or contractors. Lessor/s or Lessor/s agent may enter the demised premises without Lessee/s consent in case of an emergency.

28. **Display of Signs:** Lessor/s shall have the privilege of displaying the usual "For Sale," or "For Rent," or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers, tenants or mortgages. The Lessor/s has the right to give 90 day notice if home is sold, at which time the Lessee/s must acknowledge and be out in 90 days unless agreement by new owner waives this right.

29. **Rules and Regulations:** Lessor/s existing rules and regulations, if any, shall be signed by Lessee/s, attached to this agreement and incorporated into it. Lessor/s may adopt other rules and regulations at a later time provided that they have a legitimate purpose and do not substantially modify Lessee/s rights. Lessor/s shall give Lessee/s a copy of such rules and regulations upon their promulgation. Such rules and regulations do not become effective if Lessee/s objects to Lessor/s about the same in writing within thirty (30) days of their promulgation.

30. **Subordination of Lease:** This lease and Lessee/s leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor/s, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

31. **Holdover by Lessee:** Should Lessee remain in possession of the demised premises with the consent of Lessor/s after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor/s and Lessee/s which shall be subject to all the terms and conditions hereof but shall be terminated on 60 days' written notice served by either Lessor/s or Lessee/s on the other party.

32. **Surrender of Premises:** At the expiration of this lease, Lessee/s shall quit and surrender the demised premises in a state and condition as at the commencement of this lease. Lessee/s must notify the landlord sixty (60) days in advance of expected lease termination and return the premises in reasonable order with the exception of normal use and wear thereof and damages by the elements. Lessee/s must upon lease termination or leaving, clean premises, have carpet cleaned by a professionally steam cleaned carpet company or by a steam cleaning company that uses a truck mounted machine and supply an invoice of complete work. Lessee/s shall be responsible for extermination of fleas within 48 hours prior to the move out inspection and provide proof thereof. Lessee/s shall sweep, remove all garbage, clean all tubs and sinks, replace air filter, lock and fasten all doors, windows and sliders, and return keys Note that it is understood

that a 30 day notice runs from the first to the 30th/31st, and any notice given or received by the Lessor/s after the first (1st) day of the month shall require payment of rent for the full month.

33. Default:

- a.) If rent is due and unpaid at the times herein specified, and Lessee/s fails to make the payment within five (5) days from the date due, Lessor/s may terminate this Lease. Lessor/s shall give Lessee/s the following notice, as required by law.
- b.) **IF YOU DO NOT PAY YOUR RENT ON TIME**, This is your written notice. If you do not pay your rent within five days of the due date, Landlord can start to have you evicted. You will get no other notice as long as you live in the demised premises."
- c.) If there is noncompliance by Lessee/s materially affecting health and safety that can be remedied by repair, replacement or cleaning, and Lessee/s fails to so repair, replace or clean the same as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by Lessor/s specifying the breach and requesting Lessee/s to remedy the same, Lessor/s may either enter the demised premises and cause the work to be done in a workmanlike manner or may terminate this Lease in accordance with law. If Lessor/s chooses to repair, Lessee/s must reimburse Lessor/s for the cost.
- d.) In case of default by Lessee/s with any other term of this Lease, Lessor/s may deliver a written notice of not less than fourteen (14) days to Lessee/s specifying the breach, and if Lessee/s fails to remedy the breach within the number of days specified in the notice after receipt of the same, this Lease shall terminate. When this Lease terminates in any manner specified above, Lessor/s may re-enter the demised premises and remove all persons therefrom to the extent permitted by law.
- e.) ANY BREACH of the terms stated within this lease which subject you to eviction ALSO subject you to advancement of all rental payments due under this lease. If eviction proceedings are commenced and completed, you, the lessee, agree and acknowledge that you and/or any parental co-signer are fully responsible for any remaining monthly payments on this lease until its stated expiration date. Additionally, you and/or your parental co-signer is/are responsible for any/all costs of collection, eviction, attorney's

fees and any other expenses related to enforcement of the lease and collection of moneys therefrom.

- f.) If while you are leasing the residence, due to a breach of the terms or any local rule, ordinance or law, any proceedings are commenced by the University, the local authorities (or any other agency) to declare this property a "nuisance property" under local, county or state law, you agree to be responsible to all costs of that action (or the defense thereof), and additionally to be responsible for any costs associated with our not being able to re-lease the residence.

34. Abandonment: If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the demised premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

35. Binding Effect: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

36. Radon Gas Disclosure: As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in South Carolina. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

37. Lead Paint Disclosure: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful

to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

38. **Other Disclosures:** (if any). If property is sold, the Lessor has the right to give the Lessee a 90 day notice and end this agreement.

39. **Severability:** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

40. **Entire Agreement:** Lessee has read this lease. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties.

41. **Liability:** Lessor shall not be liable for any loss, expense or damage to any person or property, unless it is due to Lessor's negligence. Lessee is responsible for all acts or negligence of Lessee's family, employees, guests or invitees.

42. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the use of the demised premises.

43. **Notices:** All notices pursuant to this agreement shall be in writing. Notice as to either party shall be mailed to the opposing party, Certified Mail, Return Receipt Requested. Address for Landlord for Notice: **Health & Wealth, LLC, 47 Wedgewood Road , Fishkill, NY 12524.** Address for Tenant: To named tenant, at residence address shown at commencement of lease.

44. **Paragraph Headings:** The paragraph headings are for convenience only.

45. **Legal Notice:** This document gives the Lessor the legal right to allow all University, local, city and state law enforcing agencies to forward a copy of charges/violations, tickets, warnings to the Lessor for immediate action with parents, students, and/or University officials.

46. **Choice of Law:** This lease shall be governed by the laws of the State of South Carolina, and all

disputes shall be subject to the jurisdiction of the Courts of the State of South Carolina.

47. **Disclosure of Name and Address:** Lessor hereby discloses the following information to Lessee, as required by law: Name of owner - Health and Wealth Of Dutchess County, LLC and/or Health & Wealth Of Horry County, L.L.C., 47 Wedgewood Road , Fishkill, NY 12524. Person authorized to act on behalf of the owner as agent, *inter alia*, for service or process and receiving and receipting notices and demands, Carl Syslo.

48. **Other Terms:** This lease must be signed by Lessee and Parents. Both parties are equally responsible for performance of all obligations created under the execution of this lease, including but not limited to payment of all moneys due and owing, jointly and severally.

49. **Changes to Terms:** Lessor shall inform Lessee in writing of any changes in the above.

50. **Parental co-signature require:** As an inducement and requirement for Landlord entering this agreement, it is understood that the parent/guardian of the Tenant shall read, review, understand, endorse, subscribe and be bound by all terms stated herein, including joint and several financial responsibility.

THIS LEASE IS EXECUTED, SIGNED AND COMPLETED ON THIS THE _____ DAY OF THE MONTH OF _____, 20____.

FOR LANDLORD:

By: _____ Landlord
Agent, Health & Wealth, LLC

FOR TENANT:

By: _____ Tenant

PRINTED NAME: _____

By: _____ Parent/Guardian

PRINTED NAME: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.

IMPORTANT INFORMATION

Utility Provider Information:

Water: Conway City Water 248-1780,

Grand Strand Water & Sewer 443-8202,

Power: Santee Cooper 248-5755 or 347-3399

Phone: Horry Telephone Co-Op 365-2154

Trash Collection: Waste Industries 397-5586

SMOKE DETECTORS MUST REMAIN PLUGGED IN AND IT IS YOUR RESPONSIBILITY TO REPLACE BATTERY EVERY 6 MONTHS OR AS NEEDED

•Yard Maintenance; Lawn service will be scheduled for the first and third Thursday of each month, debris not picked up by Lessee in preparation of service arriving at Same, charge of cleanup will be \$100.00, and for trash can relocation will be \$35.00. **THIS IS YOUR RESPONSIBILITY**

•University Judicial System; All violations of lease will be shared with Parents, the University Judicial System and Horry County. Any violations that result in dismissal from the University will result in the lease being terminated and the lessee will be responsible for the remaining payments of lease in order to fulfill the lease.

TENANT INFORMATION/CONTACT FORM

Student Name: _____

Home Address: _____

City: _____

State: _____ Zip: _____

Student Cell #: _____

Student Email: _____

License Plate State: _____ Number: _____

School: _____

Expected Grad Date: _____

Lease Expire Date: _____

Rent per month per person: \$ _____

Parent Name: _____

Parent Home Phone _____

Parent Cell Phone: _____

Parent Email: _____