**LEASE AGREEMENT**

STATE OF SOUTH CAROLINA )
 ) RESIDENTIAL LEASE AGREEMENT
COUNTY OF GREENVILLE )

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE \_\_\_20\_\_\_ DAY OF \_\_\_April\_\_\_\_\_, 2016 , BY AND BETWEEN JEANIE H. SAPHAR, HEREINAFTER CALLED LANDLORD AND \_\_\_\_\_\_Kristel Cowdrey\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HEREINAFTER CALLED TENANT.

WITNESSETH:

 WHEREAS, Landlord is the owner of that certain real property and improvements located in Greenville County, South Carolina, whose address is 1758 Locust Hill Road, Greer, South Carolina 29651; and

 WHEREAS, Landlord desires to lease to Tenant a portion of this property and improvements thereon, namely, the house only; and

 WHEREAS, Tenant desires to lease from Landlord a portion of this property and improvements thereon, namely, the house only; and

 NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Landlord Tenant Act:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. **LEASED PROPERTY:** Landlord, for and in consideration of the covenants hereinafter contained and made on the part of the Tenant, does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, only the real property consisting of one house situated at \_\_1758 LOCUST HILL RD\_\_\_, Greer, South Carolina. This property incorporated herein by reference (“Leased Property”) specifically excludes Garage A, Garage B, all barns, and surrounding pasture land and any and everything else outside of the house.
3. **LEASE TERM:** Unless terminated earlier by Default (as defined herein), Tenant shall have and hold the Leased Property for a term of 1 year commencing on the \_\_\_20th\_\_\_day of \_\_April\_\_\_\_\_\_\_\_, \_2016\_\_\_ and fully ending at midnight on the \_\_19\_\_\_ day of \_\_\_April\_\_\_\_, \_2017 \_\_.

Tenant will vacate the Property upon termination of this Lease Agreement, unless: (i) Landlord and Tenant mutually agree to extend this Lease Agreement in writing or execute a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts rent from Tenant (other than past due Rent), in which case a month-to-month tenancy may be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days *prior* to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by applicable law. All other terms and conditions of this Agreement will remain in full force and effect.

1. **Management:** The Tenant is hereby notified that Jeanie H. Saphar is the Landlord and property manager of said Property. Should Tenant have any issues or concerns, Tenant may contact Landlord by one of the methods listed below:

NOTICE TO LANDLORD:

 Mrs. Jeanie H. Saphar

 8445 Lismore Street

 Clemmons, NC 27102

 (336) 414-2856

 jsaphar@triad.rr.com

1. **RENT:** Tenant will pay to Landlord rent in the amount of One Thousand One Hundred dollars ($1,100.00) per month (the “Rent”), payable in advance on the first day of each calendar month, during the entire term of this lease. There will be no rent increases through the initial one-year term of this Lease Agreement.

**RENTAL ESCALATION DURING PRIMARY TERM:** Commencing on the 2nd year of this lease term, an annual rental increase, not to exceed ten percent (10%), may be exercised at the option of the Landlord as needed for increase in taxes and expenses assessed to the demised premises.

**Payment should be mailed to:**

 Mrs. Jeanie H. Saphar

 8445 Lismore Street

 Clemmons, NC 27012

**Payments can be made by using one of the following methods of payment:**

* Personal check
* Money order
* Cashier’s check

IF TENANT DOES NOT PAY RENT WITHIN 20 DAYS OF THE DUE DATE, LANDLORD CAN COMMENCE TENANT EVICTION PROCEEDINGS AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD’S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of **ONE THOUSAND ONE HUNDRED & NO/100 DOLLARS (1,100.00)**, to be held as collateral security for the payment of any rentals and any other sums of money for which Tenant shall become liable to Landlord under this lease, and for the faithful performance by Tenant of all other covenants and agreements made herein; said deposit to be returned to Tenant after the termination of this lease provided Tenant shall have made all such payments and performed all such covenants and agreements. Landlord shall not be required to keep said deposit separate from its general accounts. If Landlord assigns its interest in the property during the lease term, Landlord may assign the security deposit to the assignee and thereafter Landlord shall have no further liability for the return of such security deposit and Tenant agrees to look solely to the new Landlord for the return of such security deposit.
2. **Non-Sufficient Funds:** Tenant will be charged a monetary fee of $20.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payment provisions included in this Agreement. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier’s check, money order or certified funds on all future payments in the event of a check returned from insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12 month period constitutes frequent return of checks due to insufficient funds and may be considered just cause of eviction.

1. **Late Payments:** If rent payment is not received by the TENTH day of each month, a ten percent (10%) late fee will be due along with the monthly rent payment. Initial: \_\_\_\_\_\_\_
2. **Failure to Pay:** Tenant is hereby notified that a negative credit report reflecting on Tenant’s credit history may be submitted to a credit reporting agency, if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.
3. **Possession**: Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possessions to Landlord on the last day of the term of this Agreement unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove his/her goods and effects and peaceably yield up the Property to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
4. **Use of Residence:** Property is zoned for residential use and shall be used for the purpose of ONE FAMILY RESIDENTIAL USE ONLY. The Residence is to be used only as a private residence for Tenant and his or her minor children.  Occupancy by guests for more than **5 days** without Landlord's *prior* written consent is prohibited. Tenant family shall conduct themselves in a manner that does not unreasonably disturb the neighborhood or other renters on the property or cause any breach of the peace, or violate any of Landlord's Rules and/or Regulations referenced in this Lease.  Tenant agrees not to use leased property or any part thereof for any disorderly or unlawful purpose and agrees to comply with all governmental laws, rules, and regulations applicable to the use or operation of the demised property.
	1. Tenant will be allowed to store supplies and tools owned by Tenant and will not store property claimed by another or in which another has any right, title, or interest. Initial: \_\_\_\_\_\_\_
	2. Tenant understands and agrees that the property is **zoned residential** and that other renters may be renting the separate Garages located on the property. Initial: \_\_\_\_\_\_\_
	3. Tenant understands and agrees to be respectful to other Tenants on property and agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent properties or buildings.. Initial: \_\_\_\_\_\_\_
	4. Tenant will not use or store any flammable materials, explosives, hazardous waste or other inherently dangerous materials, or illegal substances. Initial: \_\_\_\_\_\_\_
	5. Landlord will not be liable for loss of, or damage to, such stored items. Initial: \_\_\_\_\_\_\_
5. **Pets**: Tenant agrees that there will be no pets, dogs, cats, birds, or other animals allowed on or about the Property. Tenant gives permission for periodic inspections at Landlord’s discretion and agrees that detection of violation will be deemed a breach of contract by Tenant. Initial: \_\_\_\_\_\_\_
6. **KEYS:** Landlord will provide Tenant with one (1) SET of keys to the demised property upon the commencement of this lease. Tenant agrees to account for all keys provided or duplicated and to return all keys to Landlord promptly at the end of the lease term. Tenant agrees that the Landlord or its agent may keep a master key or pass key to leased property to be used in the event of a fire, emergency repairs or other urgencies. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord’s approval *prior* to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation. Initial: \_\_\_\_\_\_\_
7. **Smoking:** Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, Tenants, guests, employees, and service persons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant’s visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and the Landlord will be entitled to all remedies allowable by law including eviction.
8. **GOOD ORDER AND REPAIR:**  Tenant will keep leased property in good order and condition, clean at all times, inside and out, and surrender same at the expiration of the term herein or any renewal or extension thereof in the same order in which they were received, subject to usual wear and tear and to Landlord's obligations herein, if any.
	1. MAINTENANCE AND REPAIRS BY TENANT: Tenant shall be responsible for all maintenance and repairs that may be required to the demises property, except, however, Tenant shall not be required to make repairs to the roof, the exterior structure of the building and the foundation. Tenant will, at his risk, cost and expense, during the term of this agreement or any renewal or extension thereof, repair all damages caused by Tenant to leased property including but not limited to clogged drains, broken glass, etc. Tenant will keep the area immediately abutting leased property free from obstruction of all nature, properly swept, and snow and ice removed there from.
	2. REPAIRS BY LANDLORD: Landlord, when necessary and upon notice, will maintain the structural components of leased property not caused by the negligence of Tenant to include the foundation, roof, and exterior walls in which the demised property is located.
	3. NOTICE OF DEFECT: Tenant will at once report to the Landlord any defective condition known to Tenant which Landlord is required to repair. Failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord due to such defect.
	4. PEST CONTROL: Tenant is responsible for pest control during the terms of this lease. Initial: \_\_\_\_\_\_\_
9. **UTILITIES:** Tenant agrees to pay directly for all public utility charges made against the leased property, including the connection fees and deposits and monthly user fees for electricity, gas, heating fuel, water, sewer, telephone, cable, trash collection, long distance toll charges for telephone services, or rentals. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the property.
10. **EARLY TERMINATION:** If Tenant prior to the terms of this contract cancels this lease, Tenant agrees to pay Landlord a penalty of one month's rent *prior* to vacating the property and agrees to forfeit the security deposit in the amount of the cost required to repair any damages to the property.
11. **HOLDING OVER:** Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.
12. **ALTERATIONS AND TITLE TO IMPROVEMENTS:** Tenant shall not make any alterations or improvements to the demised property *without first* obtaining written consent of Landlord. All of such alterations and improvements constructed by Tenant during the term of this lease and any renewal or extension thereof, shall be and remain the property of Tenant, at all times during the term of this lease and any extensions or renewals thereof. Tenant shall, on the last day of the term or upon any earlier termination of this lease, will and truly surrender and deliver up the demised property and all improvements thereon to the possession and use of Landlord without fraud or delay and in good order, condition and repair except for reasonable wear and tear after the last necessary repair, replacement, restoration or renewal made by Tenant, pursuant to its obligations hereunder, free and clear of all liens and encumbrances, without any payment or allowance whatever by Landlord. Provided, however, at the option of the Landlord, Landlord may require Tenant at the final termination of this lease to remove any and all of the improvements made to the property. Tenant shall pay or cause to be paid to Landlord the cost of repairing any damage arising from such removal and restoration of the demised property to its original condition prior to the execution of this lease.
13. **DAMAGE TO OR DESTRUCTION OF PROPERTY:** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants’ guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including but not limited to, damage and repair costs as well as lost of rental income.

Tenant shall notify Landlord immediately in the event of any fire, storm, act of God, unavoidable accident, or the public enemy, to the leased property. It is agreed that if leased property are damaged only slightly due to fire or other casualty as hereinabove described and still fit for occupancy, Landlord shall repair the damage speedily and as soon as practicable and Tenant shall continue to pay rent and uphold all other provisions of this lease. Tenant agrees not to claim any compensation from Landlord because of any inconvenience, annoyances, or interruption arising from the damage, repair, rebuilding, or alteration of any portion of the demised property or adjacent property or other areas of the property.

1. **Indemnity Regarding Use of Property:** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any which Landlord may suffer or incur in connection with Tenant’s possession, use or misuse of the Property, except Landlord’s act or negligence. Tenant herby expressly releases Landlord and/or any agent, assignee, successor, legal representative, heir, employee, etc. from any and all liability for loss or damage to Tenant’s property or effects whether on the Property or garages or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord’s employees, heirs, successors, assignees and/or agents.
2. **Mechanics Liens:**  Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens nor any other kind of lien on the Property and the filing of this Agreement constitute notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services, that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.
3. **SUBLETTING AND ASSIGNMENT:** Tenant may not transfer nor assign this lease, nor let, nor sublet the whole or any part of leased property.
4. **INSURANCE:**
	1. Landlord will, at all times, have and maintain adequate fire and extended casualty coverage insurance on the building, which constitutes the leased property. It is understood and agreed that such insurance carried by the Landlord shall cover only the structure itself.
	2. Tenant shall be responsible for insuring their personal possessions against fire and other catastrophes including wind, hail, water damages. All personal property and improvements on or in leased property shall be and remain at Tenant's sole risk. Landlord shall not be liable for any damage to, or loss of such personal property and improvements arising from any acts of negligence of any other persons nor from fire or other catastrophes including wind, hail, water damages or the leaking of the roof, or from the bursting, leaking or overflowing of water or sewer pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or on leased property.
	3. Tenant will, at all times, have and maintain liability insurance to protect themselves from bodily injury and property damage to others for not less than $100,000 while on the leased premiums. Such liability insurance shall name Jeanie H. Saphar as additional insured-Landlord and shall provide Landlord 30 days’ notice of cancellation or nonrenewal. Initial: \_\_\_\_\_\_\_
	4. Tenant covenants and agrees that he will not do or permit anything to be done in or upon the leased property or bring in anything or keep anything therein which may prevent the obtaining of any insurance on the leased property or the building or any property therein, including, but without limitation, fire, extended coverage and property liability insurance, or which may create extra premiums or increase the rate of any such insurance. Tenant further agrees that in the event he shall do any of the foregoing, he will promptly pay to Landlord any such increase resulting there from, which shall be due and payable as additional rent hereunder on the first day of the month immediately following any such increase.
5. **Additional Provisions:** Disclosures
	1. Tenant covenants and agrees that the garages and the surrounding pasture land and barns are private property and any entry by Tenant or invitees of Tenant onto this surrounding property will constitute as trespassing. Tenant agrees to take all measures necessary to confine their family, friends, relatives, employees, contractors, and guests from any and all surrounding property owned by Landlord and not leased to Tenant. Tenant will remain solely liable for any injury resulting from failure to prevent entrance onto any and all land adjoining leased property Tenant further agrees to save Landlord harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees in connection with loss of life, personal injury and/or damage to property arising from or out of entry to this adjacent land or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, guests or family. Initial: \_\_\_\_\_\_\_
	2. Tenant further acknowledges the presents of an electric fence bordering pasture area around leased property and agrees to save Landlord harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees in connection with bodily injury or loss of life arising from this preexisting pasture fence. Initial: \_\_\_\_\_\_\_
	3. Tenant shall have the non-exclusive use of the driveway and parking area adjacent to the Leased Property. Tenant acknowledges this non-exclusive use and agrees to share said driveway and parking area with pasture and house Tenants, employees, agents, and others for access to barns, pasture area and Garage A and Garage B as needed and agrees to keep driveway clear of cars and other obstacles at all times. Tenant agrees to save Landlord harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees in connection with loss of life, personal injury and or damage to property arising from or out of this shared area. Initial: \_\_\_\_\_\_\_
	4. The Tenant acknowledges that the house has a septic tank and that public sewage is not available. The Tenant acknowledges that the septic tank and drain lines are located on the right side of the house when facing the house from the garages. The Tenant agrees not to park vehicles in this area. The Tenant agrees that if the septic tank overflows that the lessee will pay for having the septic tank cleaned out and Tenant will hold Landlord harmless for any damage or injury resulting from overflowing septic tank. Initial: \_\_\_\_\_\_\_
	5. The Tenant acknowledges and agrees that fireplaces in the leased premises will not be used unless inspected and approved by a contractor licensed for this work. Approval must be received in writing and delivered to the Landlord prior to use. Initial: \_\_\_\_\_ \_\_\_\_\_
	6. The Tenant acknowledges that the house uses well water and the actual well is located in the back yard and is covered with a cement pad. The Tenant agrees to keep people or other items off the well cover. Initial: \_\_\_\_\_\_\_
	7. The Tenant acknowledges that the interior of the house has plaster walls and Tenant agrees not to add any additional holes in the walls. Initial: \_\_\_\_\_\_\_
	8. Tenant acknowledges that the basement may leak when there is a lot of rainfall. Tenant agrees to keep items off the basement floor. Initial: \_\_\_\_\_\_\_
	9. **FIRE EXTINGUISHERS AND SMOKE DETECTORS:** Tenant agrees to supply and maintain at Tenant’s own expense any fire extinguishers, smoke detector, carbon monoxide detector, or other fire prevention equipment required by Landlord or by law, rules, orders, ordinances and regulations of any city, county, or state in which the herein demised property are located, and/or required by any underwriter. At a minimum, Landlord requires that Tenant supply and maintains smoke detectors in each bedroom and kitchen, at least one carbon monoxide detector and a fire extinguisher in the kitchen and basement. Initial: \_\_\_\_\_\_\_
6. **DEFAULT:** Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant’s financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as “additional rent.” The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Each of the following shall be deemed a default by Tenant and a breach of this lease:

* 1. if Tenant fails to pay any installment of rent or to pay any additional rent, which failure persists for ten (10) days after due date or written notice that the same has not been received.
	2. if Tenant fails to observe or perform any of the other terms, covenants or conditions of this lease other than paying rents when due, which failure persists after the expiration of ten (10) days from the date Landlord gives notice to Tenant calling attention to the existence of such failure; or
	3. if Tenant is declared bankrupt or insolvent by judicial decree; or
	4. if Tenant abandons or vacated the property; or

Upon Default, Landlord may:

* 1. In the event of any default by Tenant as hereinabove provided, Landlord at any time thereafter may, at Landlord’s option give Tenant written notice of intention to end the term of this lease and immediately thereupon the term of this lease shall expire and Tenant will then quit and surrender the demised property to Landlord, but Tenant shall remain liable as hereinafter provided.
	2. Upon such termination by Landlord, Landlord shall have the right to enter the property, by force, if necessary, without being liable for trespass, forcible entry or other tort, to re-take possession of the property, remove all persons and personal property of the Tenant and to place a "for rent," “for sale,” or "for lease" sign in full public view. Tenant agrees to grant to Landlord a lien (in addition to the statutory lien or right to distress that may exist) on all of Tenant's personal property in or around the property to secure payment of rent and the performance of all other conditions of this lease which is in default, and Tenant shall be liable for all attorney's fees, court fees and cost and all other expenses incurred by Landlord in enforcing any of the obligations of this lease.
	3. In the event of a default by Tenant, Landlord may declare the full rental for the entire term immediately due and payable without prejudice to any other remedies in law or equity available to Landlord; and/or
	4. In the event of a default by Tenant, Landlord may have the immediate right to re-enter and take possession of the demised property and to hold leased property with the full right to recover from the Tenant all past due rents and any and all damages, including attorney's fees, as a result of the default. Landlord, on re-entry, may remove all persons and personal property of the Tenant to a public warehouse or elsewhere at the cost and for the account of the Tenant.
	5. In the event of a default by Tenant, Landlord may elect to re-enter the demised property and attempt to re-let leased property. Landlord's only responsibility shall be to offer the property for rent and make the usual and normal efforts to re-let leased property. Tenant shall be liable to Landlord for any deficiency between the amount of rental received, if any, and the amount which Tenant is obligated to pay under the terms of this lease and for any other damages, including attorney's fees, court fees and cost suffered by Landlord.
	6. **RIGHT TO TERMINATE:** In addition to Landlord's right to re-enter and re-let the property, Landlord may elect, at Landlord’s option, upon a default by Tenant, to terminate this lease agreement. In such event, this lease shall be regarded as cancelled as of the date of Landlord's notice to Tenant of Landlord's election to terminate the lease as provided hereinabove. Tenant shall remain liable to Landlord for all rentals, charges, and payments accrued to the time of such termination.
	7. The Landlord's right to terminate this lease is in lieu of, and not in addition to, any other rights or causes of action that Landlord may have against the Tenant because of a default by Tenant. If Landlord does not elect to terminate the lease as above provided, then Landlord may utilize and pursue such other rights and remedies as Landlord may have against Tenant under the other terms of this lease, the laws of the United States, the state of South Carolina, the city of Greer, and Greenville county as may be applicable.
	8. **FURNITURE AND FIXTURES AND PERSONAL PROPERTY:** Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant. Any personal property of Tenant remaining in the demised property after the termination of this lease and the removal of the Tenant may be retained by Landlord as Landlord’s property or be disposed of, without accountability, in such manner as Landlord may see fit, or if Landlord shall give written notice to Tenant to such effect, such property shall be removed by Tenant at Tenant's sole cost and expense. The provisions of this paragraph shall survive the termination of this lease.
1. **REMEDIES CUMULATIVE:** No mention in this lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity; and the failure of Landlord to insist on any one or more instances upon a strict performance of a covenant of this Lease Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. Landlord and Tenant agree that in any trial or similar proceeding under this lease, each shall (and hereby does) waive any right to trial by a jury as may be provided for by applicable law.
2. **ENTRY FOR CARDING:** Tenant will permit Landlord to post a "for sale" or "for lease" signs and to enter and show leased property at reasonable hours to prospective Tenants or purchasers during the last sixty (60) days of the term herein.
3. **Attorney’s Fees:** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including reasonable attorneys’ fee.
4. **Dispute Resolution:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of South Carolina. The arbitrator’s award will be final, and judgment may be entered upon it by a court having jurisdiction within the State of South Carolina.

1. **Governing Law:** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of South Carolina.
2. **Waiver and Severability:** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.
3. **Entire Agreement:**  This document constitutes the entire Agreement between the Tenant and the Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant has made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or Tenant’s guests or invitees to comply with any terms of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.
4. **SUCCESSOR AND ASSIGNS:** This Agreement and the covenants and conditions herein contained, shall enure to the benefit of and be binding to Landlord, Landlord’s successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord. If all or any part of the Landlord's interest in this lease or in the property shall be held or owned (directly, indirectly or beneficially) by or for any individual, partnership, tenancy-in-common, joint venture, corporation or trust it is agreed that no such owner, joint Tenant, beneficiary, trustee, shareholder or corporate entity shall be personally responsible or liable with respect to any of the covenants, conditions or provisions of this lease to be performed by the Landlord.
5. **Binding Effect:**  The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**Receipt**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Amount | Tenant’s Initials | Landlord’s Initials |
| Security Deposit:2 month’s rent due to bad credit check1 months’ rent will be applied to last month’s rent due. | $2,200.00 |  |  |
| Prepaid rent for the Period:April 21, 2016 through April 30, 2016$1,100/30 days \* 10 daysMay 1, 2016 – May 31, 2016 | $ 366.67$1,100.00 |  |  |
| Total Payment Received: | $3,666.67 |  |  |

 IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law AS OF THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 .

**LANDLORD**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeanie H. Saphar
8445 Lismore St.
Clemmons, NC 27012

WITNESSES TO LANDLORD

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*

**TENANT**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES TO TENANT

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_