

RENTAL PROPERTY AGREEMENT

College of Charleston **Grice Marine Lab**

BY THIS RENTAL AGREEMENT ("Agreement"), between the College of Charleston d/b/a/ the College of Charleston Grice Marine Lab, (hereinafter referred to as the "Owner"), and _____ [name of individual], hereinafter referred to as the "Renter", Owner hereby rents to Renter, and Renter does hereby rent from Owner, the premises commonly known as _____ [street address], Charleston County, State of South Carolina for use as private, temporary residential housing for the period beginning at _____ [a.m./p.m.] on _____ and ending at _____ [a.m./p.m.] on _____ (the "Term") subject to the terms and provisions stated below. Any exceptions or additions to this Agreement will be marked, numbered and listed on an attached addendum.

SECTION 1: USE OF PROPERTY; REPRESENTATIONS.

Renter acknowledges that Owner has relied on the information provided by the Renter (in a rental application or otherwise) when agreeing to make the above described premises (alternatively referred to herein as the "Premises" or the "Property") available for use by the Renter. If any material fact stated to the Owner or its representatives was untrue, Owner shall have the right to terminate this Agreement immediately, and to collect from the Renter any resulting damages including get-ready charges reasonable attorneys' fees, and collection costs. The Property shall be used as a temporary personal residence only and for no other purpose whatsoever. Only the Renter and those persons specifically approved by the Owner shall occupy or use the Property. The representations made by the Renter in the Renter's request for the use of this Property are considered an integral part of this Agreement.

SECTION 2: RENT.

Renter agrees to pay, without demand or offset, to Owner as rent for the temporary use of the Property during the Term the sum of \$_____ per full month, and \$_____ a day for each partial month of occupancy, plus accommodation taxes and other taxes based on occupancy, if any. All payments are due and payable in advance on the **first day of every calendar month** during the Term of this Agreement by making payment directly to the Owner. If Renter's rental payment is not received by Owner before 5:00 P.M. on the 5th day of the month, Renter shall be assessed a late charge of: (a) twenty-five dollars (\$25) plus (b) three dollars (\$3) a day for each day of delinquency after the 5th day of the month. The late charge shall be in addition to the rental payment and is assessed to reimburse Owner for additional administrative costs and is not a remedy for default in payment of rent when due. Owner does not waive its right to any legal remedy provided for herein or at law or in equity by acceptance of payment of such late charge. The Renter shall be obligated to pay a twenty-five dollar (\$25) handling charge on all returned checks given by Renter to Owner for rent or any other obligation of said Renter. No payment will be accepted unless the above incurred charges are included.

IF RENT IS UNPAID WHEN DUE AND PAYABLE AND THE RENTER FAILS TO PAY RENT WITHIN FIVE (5) DAYS FROM THE DATE DUE, THE OWNER MAY, AT ITS OPTION, TERMINATE THIS AGREEMENT WITHOUT FURTHER NOTICE AND MAY RE-ENTER AND TAKE IMMEDIATE POSSESSION OF THE PROPERTY AND SEEK SUCH OTHER REMEDIES THAT MAY BE AVAILABLE TO IT UNDER LAW.

Rent shall be paid by check made payable to the "College of Charleston" and hand delivered to the College of Charleston, Grice Marine Lab, Main Office, 205 Fort Johnson Road, Charleston, SC 29412. Phone number is (843) 953-9200.

SECTION 3: UTILITIES.

Internet (including Wi-Fi) and water/sewer and electricity services are included in rental price. Local telephone service is provided at no cost to Renter. All other charges for utilities shall be the responsibility of the Renter.

SECTION 4: OWNER'S RIGHT TO ENTER PREMISES.

The Owner shall have the right to enter the Premises during business hours (8:30 a.m. to 5:00 p.m.) to inspect or to make such repairs, additions, or alterations as Owner may deem necessary. The Owner shall retain a pass-key to Premises. Owner shall be entitled to show Premises for purposes of re-renting during normal weekday business hours, with one hour prior notice to the Renter.

SECTION 5: RENTER'S LIABILITY AND OBLIGATION TO OBTAIN INSURANCE.

The College of Charleston does not insure the Renters' personal contents and belongings against loss for any purpose. It is recommended that the Renter carry insurance, at Renter's sole expense and for amounts and coverages as the Renter deems appropriate, covering any loss to personal property located on the Property whether belonging to Renter or to others as a result of theft, fire, accident, malicious mischief, vandalism, or any other cause, including accidental and unpredictable occurrences of normal living such as a burst water pipe or power interruption.

SECTION 6: ANIMALS.

Renter shall not keep domestic or other animals on or about the Property. It is specifically understood that this section shall also apply to all visitors and short-term guests of Renter. Breach of this section shall constitute a material breach of this Agreement and give rise to immediate eviction, as well as any other remedies available to Owner.

SECTION 7: ALTERATIONS AND IMPROVEMENTS.

Renter shall make no alterations (including painting), additions or improvements on or to the Property without the specific prior written consent of the Owner. **No additional locks are to be added**, or wallpapering done, or alterations made to any part of the rental property, nor shall there be any nailing, boring or screwing into the woodwork without the prior written consent of the Owner. At Owner's election, any personal property affixed or attached to the Property in violation of this Section shall become the property of the Owner and remain on the Premises upon termination of this Agreement.

SECTION 8: MAINTENANCE, REPAIRS, DAMAGES.

Renter will at his sole expense keep and maintain the Property and any accessories in good and sanitary condition and repair during the Term of this Agreement, ordinary wear and tear excepted. Furthermore, the Owner shall make at Renter's sole expense, all required repairs whenever damage to any portion of the Property shall have resulted from the Renter's misuse, waste or neglect or that of his/her family, guest or visitor. Renter's obligation to reimburse Owner on demand for damages includes, but is not limited to, the following items whether caused by Renter, his family, guest or other visitor: (a) glass breakage; (b)

any damage to appliances and furniture; and (c) any repairs resulting from misuse, theft, malicious mischief, or vandalism.

SECTION 9: SUBLETTING, ASSIGNMENT, UNAUTHORIZED USE.

Without the prior written consent of the Owner, the Renter shall not assign this Agreement, or sublet or sub-license the Property or any part thereof. Any attempted assignment or subletting or sub-licensing without Owner's prior written consent shall be null and void and Owner may, at its option, terminate this Agreement and Renter will be obligated to vacate the Property upon the receipt of notice given by Owner of its exercise of the option to terminate.

Neither the Premises nor any part thereof shall be used or permitted to be used for any illegal purpose or for any purpose other than as a private temporary residential dwelling. With the exception of minors, only those persons who have signed this Agreement may reside at the Property during the term first stated above. Overnight visitors are permitted but must be approved in advance by the Owner.

SECTION 10: DEFAULT.

If any default is made in the payment of the rent at time when due or if any default is made in the performance or compliance with other terms or provisions of this Agreement, or if the Renter shall vacate or be expelled by any government authority from the said premises, the entire amount of rent which could accrue from the un-expired term together with all other due and unpaid obligations shall, at Owner's option, at once become due and payable to the Owner, and it shall be lawful for the Owner to terminate this Agreement and re-enter and repossess the Premises and remove all personal property there from without hindrance or prejudice to its right to seize and hold property to compel payment for all rent that may be due.

SECTION 11: REMEDIES.

In the event Renter does not use the Property for the purposes described in Section 1, or if Renter is otherwise in default (as described in Section 10), Owner may, at its option, declare all remaining unpaid rent under his Agreement to be immediately due and payable without further demand and place into the hands of an attorney the matter of the Renter's rental and/or other payment deficiency for collection by suit or other appropriate measures, and in the event such matter is turned over for collection, Owner shall be entitled to collect from the Renter, in addition to the amounts due by Renter pursuant to his/her obligation, all costs and expenses of collection, including, but not limited to, reasonable attorneys' fees.

This Agreement shall be interpreted and enforced in accordance with the laws of South Carolina. Suit to enforce this Agreement may only be commenced in a court of appropriate jurisdiction within the State of South Carolina. All remedies provided in the Lease Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law, and may be exercised concurrently, independently or successively and shall not be deemed to waive or preclude the exercise of any such right or remedy.

SECTION 12: ABANDONMENT.

If at any time during the term of this Agreement, Renter is delinquent in the payment of rent and abandons the Property for a period of 15 days or longer, Owner may, at its option, enter the Premises by any means without becoming liable for any prosecution, and without becoming liable to Renter for damages or for any payment of any kind whatsoever and may, at its discretion, declare this Agreement terminated and take immediate and sole possession of the Property. In such event the Owner may consider any personal property belonging to Renter and left on the premises to also have been abandoned, and may dispose of all such personal property in any manner Owner deems proper and is relieved of all liability for doing so.

SECTION 13: RULES.

All Renters and their visitors and guests are required to abide by the rules and policies established by the College of Charleston ("College"), including, but not limited to, parking in College lots. The rules and policies contained in this Guide are to be considered an integral part of this Lease.

Smoking is prohibited in all College-owned buildings, including the Property that is the subject of this Agreement. While occupying the Property, the Renter and Renter's guests and other invitees shall conduct themselves in a manner that does not bring disrepute to the College or that prevents the quiet enjoyment of adjacent or nearby properties by their residents.

SECTION 14: HOUSEKEEPING.

Housekeeping provided on a regular basis to include bathrooms, hall floors and kitchen trash. Renters are required to maintain their rooms and the shared kitchen area to include; dishes, countertops, appliances etc.

SECTION 15: MISCELLANEOUS PROVISIONS:

- (a) Renter hereby agrees to indemnify and hold harmless the Owner and its trustees, officers, employees and representatives from and against any and all damages, claims, suites and demands arising from the use or occupancy of the Property by the Renter during the Term of this Agreement.
- (b) In no event may the Renter occupy the Property after the Term on a month-to-month basis, as a hold-over renter or tenant, as a tenant at will, or on any other basis or claimed status without the prior written consent of the Owner.
- (c) This Agreement is not subject to the provisions of the *South Carolina Residential Landlord and Tenant Act* (S.C. Code Ann. §27-40-10 et seq.).
- (d) This Agreement (and its addenda, if any) constitutes the entire understanding between all parties with respect to the subject matter hereof and may not be amended except by a writing signed by Owner and the Renter.
- (e) Nothing contained herein is intended by the Parties to convey or vest any legal right in a third party to enforce a term or condition of this Agreement or to seek any remedy for a violation of any such term or condition.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Agreement on the date indicated below under their respective signatures.

COLLEGE OF CHARLESTON
("Owner")
AGENT OF OWNER

By: _____
Name: _____
Title: _____
Date: _____

RENTER:

Name: _____
Date: _____

Rev. Lease 8/08

ADDENDUM TO AGREEMENT

For the safety of all Renters and the preservation of property, the following policy is adopted to comply with International Fire Codes* and is effective immediately:

- Gas and charcoal grill use is prohibited indoors and on porches, balconies, rooftops, or any other combustible construction. Grills may only be used at least ten feet away from building structures or overhangs.
- Smoke detectors will be kept in good operating condition. If you have any questions regarding the operation of your detectors or wish to have an inspection, please call the Laboratory Manager at 953-9174.

AGENT OF OWNER:

RENTER:

*IFC Code References:

307- Open Fire

310- Smoking