

Revised 22 Jan 2017

ADDENDUM TO LEASE AGREEMENT DATED _____

FIRST MONTHS LEASE PAYMENTS FOR AUGUST **CONTRACTS ARE DUE ON THE 1ST OF MAY-----**

Residents initials. _____

1. This is a **NON SMOKING** property for tenants and any guest **INSIDE** and **OUTSIDE** of the unit to include common areas.
2. Residents agrees to comply with the city noise ordinance and understands that it is a criminal offense and fines range from \$200-\$1075. There will be no activity allowed on the piazza's after 11pm, period..
3. **NO PARTIES** of any size shape or form, at anytime or large gathering of individuals, **THIS IS A QUIET PROPERTY, a violation of which will invoke the eviction process.**
4. Due to fire concerns, **Cooking Grills** are not to be kept on the front or rear Piazza's.
5. In keeping with the overall appearance of the property, no **bicycles, beach towels or anything that takes away from the aesthetics and facade of our property are to be** kept in front at the entrance or sides nor street signs in front of the property or on the front piazza (Porch), by residents or any guest...Please use the private bike rack at the back of the property.
6. Resident is responsible for service calls up to \$65.00 if due to negligence.
7. **MAID SERVICE** - they do the floors, toilet, bathroom, make the beds, dusting, no dishes or clothes, every 4 weeks except during the Holidays (Christmas, Spring Break and Summer vacations and Initial move in and final move out, IE, you can expect your initial service to start, up to 6 weeks after move in and terminate up to 6 weeks prior to move out. Air Handler filters are to be changed out and maintained by the resident. Residents are encouraged and entitled to be present as desired during Maid Service visit. **Tenant will not hold landlord liable for any claims against said maid service. (Maid service is insured and bonded).** Tenant agrees to Maid Service access with notification via email and is aware that Maid Service has a copy of resident's keys. Schedule will be emailed or phoned in by Molly Maid Management ----charleston@mollymaid.com , Ph#--843-216-6130.

8. Tenant is responsible for updating and maintaining contact information with Molly Maid Management and service representatives). Lockout fee's assessed by Molly Maid are tenant's responsibility and the invoiced charge will be paid by the tenant.

9. If Resident(s) are found to have a pet (whether their own or a visitor) on the premises in violation of this lease, resident(s) shall be charged \$1000.00 as liquidated damages. If the pet is not removed from the property within 24hrs of notification, resident will be charged an additional \$200 per day until the pet is removed.

10..Residents will fill out and provide the Check-in and Check-out checklist http://www.24thomas.com/pdf/24thomas/check-in_check-out_checklist.pdf within 14 days of occupancy via fax or email or regular mail to management.

11.All walls will remain in current condition and any art work that exist with the property will remain and or be coordinated for removal/replacement. (The property has plaster walls and Nails cause extreme damage to the surface and repair process. Hence we have instituted the above policy. You may remove, and store existing and replace with alternate art work in the locations provided.

12. Residents will use furniture felt pads to avoid damage to hardwood floors. _____ initials

13. This is management's RENEWAL TERMS notice of greater than 30 days that your Lease will terminate at the end of the term as specified in the agreement.

14. Management may offer a Renewal Lease until the **1st of Jan** each year for you to execute for the following **FISCAL** year at your current lease rate. After the **1st of Jan** each year your current Lease rate renewal is no longer guaranteed. In addition if you fail to execute a renewal lease by the **1st of Jan** each year you risk the possibility of the property being leased to a new resident.

15. The peak marketing time for the Charleston Downtown area seems to have migrated to Dec-Jan each year.. We therefore may proffer renewals early to give existing tenants the opportunity to secure their property for the next fiscal school year and to prevent their property from being marketed, (IE.advertising and showings). If you wish to renew, please ensure you contact management **prior to the 1st of January** via email or certified mail to lock in your renewal option if management agrees to renew with you.

INITIALS _____

16. One Security gate remote will be provided for the unit during the lease. The failure to return or if damaged and or not functioning will result in a \$125.00 charge for replacement, shipping and programming.

- A. We wanted to remind everyone about the operation and use of the gates. The large sliding gate has a sensor that will trigger with the slightest movement. That means when you pull up to the gate and use the keypad for entry or the interior keypad on the back garage wall for exit, (a, bike, car or any pedestrian activity movement will make it stop). In short, you have to BE STILL, and WAIT UNTIL THE GATE HAS COMPLETELY OPENED or COMPLETELY CLOSED, before you MOVE your vehicle, bike or even walk. This includes using the remotes. The pedestrian gate, top locking mechanism must be locked by ensuring it has caught the door. So if you can push the door open after closure it has not locked and you'll need to re enter your code in order for it to catch or pull it close completely.

In all cases, everyone's safety and the safety and security of the property depends and requires every individuals assistance with the correct operation, monitoring and reporting of any failures. If you have any questions or problems, please contact management for assistance.

There will be a \$100 service fee assessed against the resident or guest of the resident who fails to operate the gate within the above guidelines and causes damage to the operation of the gate. Damage above and beyond the operation of the gate (IE, running into or hitting the gate with a vehicle) will incur the repair bill. Please take your time and **proceed extremely slow and with great caution during your entry and exit.**

17. One mailbox key will be provide for the unit during the lease. Failure to return will require a \$100.00 fee for the locksmith and lock change.

18. House keys will be provided and failure to return all keys and any that are copied will require a locksmith and installation of new locks due to our Smart Key locks. Failure to return all required keys will incur a \$200.00 - \$300.00 charge.

19. At times we are asked about subletting. There are a lot of issues with subletting and there is a lot of energy involved during the process. With that said, it is possible but on a case by case basis and ONLY with MANAGEMENT'S APPROVAL. In addition, we have decided that if a sublet is authorized there is a \$1000.00 or more minimum and up to \$3000.00 or more administrative fee. In addition the sublet contract cannot be less than your current monthly lease rate and deposit, and the number of occupants cannot exceed TWO total for the property. **WE DO NOT ALLOW ADDITIONAL OCCUPANTS PERIOD....!!!**

20. MOVING OUT NOTES

1. **Tenant will have all personal belongings removed and ready for a walk thru/ checkout by 8am on the 30th Day.** In the event a tenant has not removed personal

items or furnishings at this time, Landlord will contract professional moving service and storage at tenant's expense; this policy is to insure landlord will be able to deliver the property on time to the new residents. This cost can be up to **\$1000-\$2000**, due to availability and emergency pricing by contractors.

2. **There is a exit cleaning service fee of \$250.00 at changeover. Tenant is responsible for leaving ELECTRICITY AND WATER in service and available until Midnight on the last day of the month of termination. (IE 11:59pm +1min on the 31st. This is for professional cleaning services performed after your checkout at 8am on the 30th, inspection of the premises with tenant prior to the end of the lease agreement. Said inspection will take place between 8AM-6PM Monday thru Friday unless coordinated otherwise. All lease checkouts are no later than 8am on the termination date of the lease agreement. Any early termination of utilities will incur a Utility transfer and management fee of \$300.00.**

Resident Initials _____

21. Re-Leasing Agreements, [If authorized]

Any desire to change occupants must be requested in writing and approved by the owner. The possible new occupant/occupants, must complete an application and pay the application fee, (\$TBD), without the guarantee of approval. If approved the new applicant/applicants will complete a new lease agreement with management.

initials _____!!!!!!!!!!!!!!!!!!!!!!!!!!!!RE- LEASING FEE!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

Any and all re-leasing of the property is subject to prior approval by the owner/agent. If Resident(s) procures a replacement tenant without prior consent and re-leasing efforts of owner/agent, resident(s) will be required to pay an administrative re-leasing fee of 75% of one month's rent to owner/agent as liquidated damages. (This liquidated damage fee, does not allow the unauthorized sublet to remain in the property in any fashion or form.)

If Resident(s) enlist(s) the owner/agent to re-lease the premises, resident(s) will be required to pay a re-leasing fee of 125% of one month's rent to owner/agent. (Example, monthly rent \$2000.00, re-leasing fee if approved \$2500.00, this does not include the Deposit or Rent of the incoming subletter). The re-leasing fee covers owner/agent's administrative time, effort and expense associated with the process of finding a replacement tenant . [Note: The owner/agent does not guarantee the successful execution of a re-lease]

Any re-leasing fee paid by the Resident(s) as liquidated damages must be made prior to the commencement of re-leasing efforts. Resident(s) also agrees to pay all other expenses associated with re-leasing of the premises, including but not limited to, advertising, carpet or floor cleaning, re-keying, move out deep cleaning, repairs and transfer of any other services or amenities. This re-leasing fee, which is neither a Lease Contract Cancellation fee nor a Buyout fee, DOES NOT RELEASE Resident(s) from

continued liability under said terms of current/existing lease. The Premises is not re-leased until a new lease with a new tenant(s) is signed and a **new security deposit as well as as the first month's rent has been secured.** If the premises is re-leased under the terms set forth in this paragraph, Resident(s) shall be responsible for rent payments and all other obligations under this Lease until the commencement of a new lease. Owner/Agent's at Owner/Agent's discretion, may require a commercially reasonable time (3-7days) period between Resident's move-out and the commencement of a new lease in order to prepare the Premises for the replacement tenant (the **"Turnover Period"**). Resident(s) shall be responsible for the rent payments and all other obligations under this Lease during the Turnover Period. All other cost associated with re-leasing the Premises, as stated above, are the responsibility of the Resident(s). Resident(s) shall be responsible for paying any rental promotion necessary to re-lease the Premises. Owner/Agent is under no obligation to take on releasing of the Premises for the Resident(s).

If this Lease is changed at the request of the Resident(s) and agreed by the Owner/Agent this Lease shall be subject to a **lease change fee of 50%** of the sum of the monthly Total rent paid by the Resident(s) (IE \$2000 rent, \$1000 re-leasing fee). This fee paid by the Resident(s) must be paid prior to adding or subtracting any party from this Lease. A Roommate Change (tenant-lease transfer) may be allowed when a Resident wishes to vacate the Premises prior to the end of the Lease term or a new Resident(s) is added to the Lease and the following conditions are met.

Previous resident or residents must pay the Re-Leasing fee in advance prior to any new contracts being signed. Previous Resident(s) **deposit is forfeited** and not applied to any re-leasing fee or liquidation fee's.

1. The new roommate "New Resident" must complete a Rental Application, pay fees and have an approved background check..
2. New Resident agrees and understands that he or she is accepting the Unit in "AS IS" condition; and accepts the "AS IS" provision and conditions stated in the.
3. New Resident agrees to acquire renters insurance per the terms of this Lease prior to occupancy.
4. New Resident(s) will sign a new lease agreement and addendum with management , secured with a deposit and first month's rent in advance.

22. Lock Out Service: If management provides lockout service a \$50.00 fee is assessed and payable at the time of service. **We use smart key locks. JANTZENS LOCK AND SAFE IS THE ONLY LOCKSMITH THAT CAN OPEN A SMARTKEY LOCK WITHOUT THE ORIGINAL KEY (843)722-8282. THEY ARE NOT A 24 HR. LOCKSMITH.**
All other locksmiths will drill the lock out and tenant is responsible for replacing the lock.

TENANT _____

DATE _____

TENANT _____

DATE _____

GUARANTOR _____

DATE _____

GUARANTOR _____

DATE _____

LANDLORD _____

DATE **22 Jan 2017**

A thick, black, handwritten signature scribble that overlaps the 'LANDLORD' label and its corresponding line.