



GARDEN MANOR VILLAGE RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on _____, 2018 between GARDEN MANOR VILLAGE, INC. herein referred to as Lessor and _____ herein referred to as Lessee. Lessor leases to Lessee the premises situated at _____ Garden Manor Court, Apt. _____, Murrells Inlet, County of Horry, State of South Carolina, and more particularly described as follows: a one / two bedroom apartment at Garden Manor Village, Inc, for a term of 12 MONTHS, to commence on _____, and to end on _____, at 12 o'clock PM.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$ _____) per month in advance on the 1st day of each calendar month beginning _____, 2018 for the first 12 months term, at 11919 Plaza Drive, Murrells Inlet, SC 29576, or at such other place as Lessor may designate. If rent is not received by the 5th day of the month in which the rent is due, there will be a five (5%) percent late fee. Rent may increase after the initial 12 month term at any time with a 30 day advance notice.

Lease Buyout: Following the first 12 months of the lease, if Lessee becomes unable to live independently, we offer a 3 month buyout of the lease.

2. Application Fee and Security Deposit. On execution of this lease, Lessee makes payment to Lessor a sum of One Thousand Dollars (\$1,000) as a non-refundable application fee, receipt of which is acknowledged by Lessor. No security deposit is required.

3. 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.

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

5. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no other person than the person named on this lease without the written consent of Lessor.

6. Condition of Premises. Lessee stipulates that he/she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor 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, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. Alterations and Improvements. Lessee 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. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and Lessor agrees to move into another apartment at GMV, LLC. In the event there are no vacancies, there shall be an abatement of rent, corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. ALL GRILLS MUST BE 10 FEET AWAY FROM BUILDING WHEN LIT.

NO FIREARMS ARE ALLOWED ON PROPERTY.

11. Utilities. Garden Manor Village shall be responsible for paying for electrical and water utility services required on the premises. There is an additional fee for telephone calls and others fees as requested by the Lessee.

12. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

13. Maintenance and Repair. Maintenance and repair of the leased premises, **not due** to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor. Lessee will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good

order and repair; keep the walks free from dirt, pet waste, and debris; and, at his/her sole expense, shall make all required repairs to the windows, doors, storm doors, plumbing, range, HVAC, and electric fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his/her employee, family, agent, visitor, or as a result of emergency personnel responding on Lessee behalf. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his/her direction without the prior written consent of Lessor.

14. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. If an animal is found in the residence, the pet deposit fee will immediately become due and/or the animal will have to be moved per our PET POLICY.

15. Display of Signs. During the last 60 days of this lease, Lessor or his agent shall have the privilege of showing the property to prospective tenants.

16. 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, 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.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new annual tenancy shall automatically be created and renewed without new signatures between Lessor and Lessee which shall be subject to all the terms and conditions hereof.

Lease Buyout: Following the first 12 months of the lease, if Lessee becomes unable to live independently, we offer a 3 month buyout of the lease.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom.

IF YOU DON'T PAY YOUR RENT ON TIME NO WRITTEN NOTICE IS REQUIRED IF RENT IS MORE THAN 5 DAYS LATE. This is your notice. If you don't pay your rent within 5 days of the due date, we can start to have you evicted. You will get no further notice as long as you live in this rental unit.

20. 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, relet 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 reletting, 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 reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the 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.

21. 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.

22. General Release. IN CONSIDERATION of the payment of the sum of FIVE (\$5.00) Dollars, the receipt of which is hereby acknowledged, I/we and all visitors, release, acquit and forever discharge Garden Manor Village, LLC, and its officers, directors, agents, employees, personal representatives, successors or predecessors in interest, of and from any actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown injuries, contract rights and damages resulting or to result from ANY POND OR AUTOMOBILE located on or adjacent to the leased property noted above.

WARNING

1. Persons signing this release must read and understand it in its entirety and truly intend to terminate, irrevocably, all their rights to further pursue or prosecute their cause of action, demands or claims. In particular, please note:

- A. The extensive description of the persons released.
- B. You are releasing all of your claims against everyone potentially liable for the claims, demands or causes of action.
- C. We further state that I/we have carefully read the release and know its contents, and we sign the lease with this release attached and as our own free act.

Lessee

Date

