



WELSFORD PROPERTY MANAGEMENT L.L.C.

LEASE AGREEMENT

Section One. Rent

1. Agreement between Welsford Property Management LLC, Managers, and _____, Tenants, for a dwelling located at _____. Tenants agree to lease this dwelling for a term of _____, Beginning _____ and ending _____ for \$_____ per month, payable in advance on the _____ *first* day of every calendar month to Welsford Property Management LLC. **Rent payments should be mailed to 4108 Rosewood Dr Columbia, SC 29205.** The office address is 4108 Rosewood Drive, Columbia, SC 29205 and phone number is (803) 743-0205. The first month's rent for this dwelling is \$_____.

2. Payment is due on the first of each month. If full payment is not received by Welsford Property Management LLC by 4:00 pm on the 5th of the month, tenant agrees to pay Welsford Property Management LLC an administrative fee of Thirty-Five Dollars (\$35.00). After the 15th of the month, tenant agrees to pay Welsford Property Management LLC an administrative fee of Seventy Dollars (\$70.00). Tenant will pay Welsford Property Management, LLC a charge of Thirty Dollars (\$30.00) for any checks returned to Welsford Property Management, LLC for insufficient funds. Rent payment must be made in the form of a certified check, money order or cashier's check. Rental payments that are not received by Welsford Property Management LLC as required by this Lease constitute default under the terms of this lease. **All invoices left unpaid will be taken off the top of rent payments for the following month and any rent left unpaid will result in eviction.**

3. Failure by Tenant to make payment of rent, or any other charges, by 4p.m.on the 10th of the month will begin eviction.

SECTION 27-40-70 (B) IN THE SOUTH CAROLINA CODE OF LAWS

IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE.

RENT PAYMENTS ARE PAID IN FULL AND PARTIAL PAYMENTS ARE NOT ACCEPTED. IF RENT IS NOT PAID BY THE CLOSE OF BUSINESS (5:00 PM) ON THE 5TH OF EACH AND EVERY MONTH, THIS WILL STAND AS A DEMAND FOR RENT IN ACCORDANCE WITH SOUTH CAROLINA LAW. FAILURE TO PAY RENT IN FULL WILL RESULT IN TERMINATION OF THIS AGREEMENT 5 DAYS FROM THE DATE IT IS DUE. IF YOU MAIL PAYMENTS, THEY MUST ARRIVE IN OUR OFFICE BY THE 5TH OF THE MONTH. PAYMENTS RECEIVED AFTER THE 5TH WHICH ARE NOT FOR THE TOTAL AMOUNT, INCLUDING LATE FEES AND LEGAL COSTS WILL BE RETURNED TO YOU.

In event of eviction Welsford Property Management LLC shall be entitled to:

- A. Immediate possession of the Premises.
- B. Immediate payment of any unpaid rent or other charges.
- C. Recovery of any damages incurred due to Tenant's default, including but not limited to the cost of reletting the Premises, lost rental under this Lease and the cost of collections.
- D. Court cost and reasonable attorney's fees as permitted by law, arising due to Tenant's default.(i.e.\$50.00 eviction fee)
- E. Any other remedy as provided by the law of the State of South Carolina.

4. Welsford Property Management LLC rights and duties under the terms of this Lease are cumulative, and the exercise of any one or more of them does not prohibit Welsford Property Management LLC from the exercise or use of any other right or remedy provided by this Lease or by law.

Section Two. Security Deposit

Tenant has paid Welsford Property Management LLC a security Deposit in the amount of \$_____ to secure his or her performance of all the covenants, agreements and terms of this Lease. The Security Deposit is subject to the following conditions:

- A. Welsford Property Management LLC may use, apply or retain any or all the amount of the Security Deposit for the payment of any rent due from Tenant; for any administrative, maintenance or other charges set forth in this Lease; any damages or expenses incurred by Welsford Property Management LLC arising from Tenant's failure to comply with any terms of this Lease (including but not limited to expenses incurred in reletting Premises.)
- B. The Security Deposit will be deposited into an interest bearing account, bearing a minimal amount of interest. The tenant relinquishes their right to the interest earned on the Security Deposit.
- C. If during the term (or any extension of the term) of this Lease Welsford Property Management LLC is obligated to use all or any part of the Security Deposit in accordance with the terms and conditions of this Lease or any other law or agreement, Welsford Property Management LLC shall notify Tenant of the expenditure, in writing, within 30 days of its being incurred, and provide along with such notice and itemized list of the charges and expenses, including the reasonable cost of Welsford Property Management LLC own time and labor.

Initials (____/____/____/____)

Tenant shall have 7 days in which to deposit with Welsford Property Management LLC a sum equal to the amount used, to ensure that the full amount of the security deposit is maintained with Welsford Property Management LLC at all times during the term of this Lease.

- D. The use of all or any part of the Security Deposit by Welsford Property Management LLC sole remedy in the event of Tenant's default. If the costs of Welsford Property Management LLC expenses and /or damages incurred exceed the total amount of the Security Deposit, Tenant shall pay any excess. **TENANTS MAY NOT APPLY THE SECURITY DEPOSIT AS RENT.**
- E. When Tenants, have carried the lease to its full term, preformed all obligations required under this Lease, have paid all rent and any other charges, and have surrendered the Premises, its keys, and any other documents or fixtures in the same conditions they were provided at the beginning of the term of the Lease, reasonable wear an tear excepted, Welsford Property Management LLC shall return to Tenant any remaining amount of the Security Deposit, together with fully itemized list of all the charges deducted from it, with documentation, within 30 days of the termination of the Lease and the surrender of the Premises.
- F. In the event Welsford Property Management LLC interest in the Premises are sold, transferred or assigned, Welsford Property Management LLC shall transfer the Security Deposit to the new Owner and be released from all liability to the Tenant.
- G. All personal property in the houses and apartments such as mini-blinds, stoves, refrigerators, smoke detectors, or any other property considered to be personal property is sold to the tenant for the sum of one dollar. Once the lease is terminated, and all the duties have been fulfilled on the security deposit checklist, the personal property will be bought back in the amount of one dollar.

Section Three. Term of Lease, Extensions, or Buy Outs

The term of this Lease shall be _____. This Lease will be automatically extended on a month to month basis, on the same terms and conditions as agreed to in this Lease, unless either party give the other **30 days written notice** of his or her intent not to extend the Lease at the end of the term. In the event that this Lease is extended, 30 days prior notice shall be required to terminate it. **Such notice must be received by the non-terminating party no later than the 1st day of the month, and Tenant tenancy shall terminate on the last day of the month. Welsford Property Management LLC will not prorate the last month. Lease terms go to the end of the month.**

If tenant breaks the lease agreement, they may at that time buyout the remainder of the lease at 50% of its value. If the lease is not bought out within 30 days of beaching the lease, then the remainder of the signed contract will be due.

Section Four. Conditions of Premises

Tenant has examined the conditions of the Premises, and acknowledges that the Premises are received in good condition and repair. Tenant is responsible to repair and maintain at Tenant(s) expense anything under \$250.00. This includes changing air filters every two months, light bulbs, batteries for the smoke alarms, broken windows, damage to interior or exterior walls, appliances, equipment, electrical or plumbing fixtures (including keeping the sinks and commodes open), screens, doors, and other furnishings, maintain the lawns and shrubbery, clean gutters, pay for any and all pest control services, keep outside grounds free from unsightly objects or debris.

Section Five. Resident Policies

- 1. The Premises are leased to Tenant exclusively (____adults and ____children), and shall be used strictly as a private residence and for no other purpose. Only Tenants and any children born to or adopted by or placed under the Tenants legal care and/or guardianship shall occupy the Premises. A violation of any condition of this lease by any guests, visitors or children of the Tenant shall be construed as a violation by the Tenant.
- 2. The Premises may not be assigned or sublet by Tenant without the prior written consent of Welsford Property Management LLC. Tenant shall not undertake any modification or structural changes to the Premises without the written consent of Welsford Property Management LLC.
- 3. Tenant shall not use or allow the Premises to be used for any unlawful or disorderly purpose. The Premises may not be used in any way that represents a material detriment to the health or safety of others. No liquid filled furniture may be kept on the Premises.
- 4. No smoking in the premises. No kerosene heaters may be used.
- 5. The resident(s) and children or any guests shall be required to conduct themselves in a manner that will not disturb other tenant's quiet enjoyment of the premises. As well as being respectful to the staff of Welsford Property Management LLC.
- 6. No unusable or unregistered motor vehicles may be kept on the Premises. Call Richland County at 803-929-6000 to remove.
- 7. Vacuum cleaners are required if property has carpet and must be vacuumed or cleaned on a regular basis. This includes making arrangements for a professional carpet cleaning service to clean the carpets upon vacating the premises. Receipts must be shown to office management.
- 8. Dispose of ashes, garbage, rubbish and other waste in a clean and safe manner.
- 9. Keep all plumbing fixtures clean. No tampons may be flushed down the toilet.
- 10. Tenant(s) shall **PAY FOR ANY SERVICE CALLS NECESSARY BY THE DESTRUCTION OR MISUSE OF THE APPLIANCES, HEATING SYSTEM, and ELECTRICAL OR PLUMBING.**

Welsford Property Management LLC has the right to immediately terminate this lease based on any such violation.

Section Six. Access

Tenant shall permit Welsford Property Management LLC, duly authorized agent or representatives, access to the Premises during reasonable times. In case of emergency (such as a fire), access is unrestricted. If a request for maintenance is made by the Tenant, entry hours are from 8 am to 8 pm. For any other purpose, entry is including but not limited to inspection and exhibition during the hours from 9 am to 6 pm.

Initials (____/____/____/____)

Section Seven. Pets

No pets of any kind may be kept in or around the Premises for any purpose without a pet deposit. This provision does not apply to companion animals trained and certified to assist a person with a disability. There is a \$250.00 *nonrefundable* pet fee. Pets are restricted to 15 inches in height when fully grown. Pet fee: \$_____. Pets listed under this lease:

Section Eight. Utilities and Maintenance

1. All utilities are to be in the tenants name prior to tenancy. This includes electricity, water, phone, cable, or any other utility. Welsford Property Management LLC is not responsible for phone jacks, cable jacks, or Internet connections. We will allow jacks to be placed anywhere in the building, but all expenses will be paid by the tenant.

2. Welsford Property Management LLC certifies that the Premises contain all smoke detectors and other devices required by law, and that all such detectors or devices are in good working order. Tenants are responsible for maintaining such systems.

3. Should the Premises be damaged by fire or other casualty, Welsford Property Management LLC may either (A) repair the damage within a reasonable time, not to exceed 30 days from the date Welsford Property Management LLC is notified in writing of such damage, or (B) terminate this Lease by providing Tenant with written notice. Should such fire or other casualty impair Tenants occupancy, Tenant may vacate Premises by providing Welsford Property Management LLC with a written notice of intent to vacate. Written notice must be received by Welsford Property Management LLC within 7 days of such fire or casualty. Such termination will be without penalty to Tenant. If such damage is caused by Tenants own fault or negligence, or that of Tenants agents, guest, visitors, servants or licensees, Tenant shall continue to be liable for all rent and charges during the remaining unexpired term of this Lease unless specifically released by Welsford Property Management LLC. Tenant is responsible for having insurance to cover Tenants possessions in theft or fire.

Section Nine. Subordination, Severability and Law

1. This Lease is subordinate to all mortgages, deeds of trust or other instruments now or later affecting the Premises.

2. If any provision of this Lease is or should become prohibited under any law, that provision shall be made ineffective, without invalidating any remaining provisions. The governing law of the jurisdiction in which the Premises are located is incorporated into and supersedes this Lease by reference, and the parties agree to be bound by such law.

Section Ten. Jointly and Severally

The undersigned TENANT(S) are jointly and severally responsible and liable for all obligations under this agreement.

Section Eleven. Miscellaneous

1. Tenant must pay a \$20.00 fee to open a locked home.

2. All terms and conditions of this Lease are binding and may be enforced by the parties, their heirs, assigns executors, administrators and successors. This Lease represents the entire agreement between Tenant(s) and Welsford Property Management LLC.

3. Tenant agrees to abide by any new rules or restrictions made by Welsford Property Management LLC.

Tenant(s) _____ Date _____ Current Phone: _____
Emergency Contact:
Name and Relationship _____ Phone _____

Tenant(s) _____ Date _____ Current Phone: _____
Emergency Contact:
Name and Relationship _____ Phone _____

Tenant(s) _____ Date _____ Current Phone: _____
Emergency Contact:
Name and Relationship _____ Phone _____

Tenant(s) _____ Date _____ Current Phone: _____
Emergency Contact:
Name and Relationship _____ Phone _____

Landlord/Agent _____ Date _____



WELSFORD PROPERTY MANAGEMENT L.L.C.

Addendum to Lease

Security Deposit Agreement

I understand that the rental security deposit I have with Welsford Property Management LLC belongs to me. The deposit will bear interest; upon signing here I will not receive any interest income from my deposit. ____/____ (initial)

Before I move out of the rental property, I will check to make sure I have done the following in order to receive a full deposit:

- ✓ paid rent for each month, including all fees and late fees, etc.
- ✓ fulfill the lease to its agreed terms and give notice no later than the 1st of the month
- ✓ give 30 days written notice (one month) notifying WPM, LLC you will be vacating the premises
- ✓ leases end on the last day of the month therefore your last month will NOT be prorated!
- ✓ leave the house clean and yard mowed if applicable
- ✓ return all keys to office (you will be charged rent until the day we receive the keys)
- ✓ leave the house undamaged
- ✓ cancel your water service
- ✓ leave a forwarding address
- ✓ turn off power

If all of the above items have been fulfilled, you will receive your deposit after Management has inspected the property. You shall receive your deposit within 30 days of your move out date.

Tenant_____ Date_____

Tenant_____ Date_____

Tenant_____ Date_____

Tenant_____ Date_____



Welsford Property Management LLC

Lease Addendum on Mold

To minimize the occurrence and growth of mold in the leased or rented premises, the Resident hereby agrees to the following:

1. **MOISTURE ACCUMULATION** Resident shall remove any visible moisture accumulation in or on the leased/rented premises, including on walls, windows, floors, ceilings and bathroom fixtures. Resident shall mop up spills and thoroughly dry affected areas as soon as possible after occurrence. After occurrence; Resident shall keep climate and moisture in the leased/rented premises at reasonable levels.
2. **PROPERTY CLEANLINESS** Resident shall clean and dust the leased/rented premises regularly, and shall keep the premises clean, particularly the kitchen and bathrooms.
3. **NOTIFICATION OF THE MANAGEMENT** Resident shall promptly notify the management in writing of the presence of the following conditions:
 - (i) A water leak, excessive moisture, or standing water inside the leased/rented premises;
 - (ii) A water leak, excessive moisture, or standing water in any community common area;
 - (iii) Mold growth in or on rented/leased premises that persists after resident has tried several times to remove it with a household cleaning solution such as Lysol or Pine-sol disinfectant, Tilex Mildew Remover or Clorox, or a combination of water and bleach
 - (iv) A malfunction in any part of the heating or ventilation system in the rented/leased premises.
4. **LIABILITY** Resident shall be liable to owner for damages sustained to the leased/rented premises or to the resident's person or property as a result of the resident's failure to comply with the terms of this addendum.
5. **VIOLATION OF ADDENDUM** Violation of this addendum shall be deemed a material violation under the terms of this lease or agreement and owner shall be entitled to exercise all rights and remedies it possesses against resident at law or in equity.
6. **ADDENDUM SUPERSEDES LEASE/AGREEMENT**
In case of a conflict between the provisions of the addendum and any other provisions of the lease or rental agreement, the provisions of the addendum shall govern. This LEASE ADDENDUM ON MOLD is incorporated into the lease or rental agreement: executed on _____ between owner and resident.

Resident

Property Address

Resident

Date

Resident

Resident



Welsford Property Management, LLC

www.welsford.com

4108 Rosewood Drive Columbia, South Carolina 29205

Office: 803-743-0205 fax: 803-743-0207 e-mail: welsford@hotmail.com



LEASE ADDENDUM Automobiles

This is an addendum to the Lease Agreement between Welsford Property Management LLC and:

Tenant Address: _____

All automobiles must be registered with Welsford Property Management LLC and must be in working condition. If found broken down, parked in the street or in the yard, Welsford Property Management LLC will contact you to move the vehicle, or have it removed from the property. If these conditions are not met after the request is made then we will contact the appropriate people to remove the car and a bill for the service will sent to the tenant and applied to the tenants account. Only vehicles listed below will be permitted on the premises for longer than 72 hours.

Please list automobile make and tag # and name of person vehicle is registered to below:

Registered owner	Make/Model	Tag#
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Tenant signature Date

Tenant signature Date

Tenant signature Date

Tenant signature Date

Agent signature Date

David Welsford
Welsford Property Management LLC



Welcome
to
WELSFORD PROPERTY MANAGEMENT L.L.C.

We hope you enjoy your stay in your new home. Provided below are several phone numbers to better help your transition.

- You may need to show your copy of the lease to the companies below to have service established in your name.

City of Columbia Water Customer Service	1136 Washington Street Columbia, SC 29201	803-545-300
--	--	-------------

SCE&G Electricity & Gas	1426 Main Street Columbia, SC 29218	800-251-7234 803-799-9000
----------------------------	--	------------------------------

Bell South DirecTv, Internet, Phone	new services repair line	800-757-6500 877-737-2478
--	-----------------------------	------------------------------

Time Warner Cable Cable, Internet, Phone	1030 Harden Street Columbia, SC 29205	866-892-7201
---	--	--------------

Ways to Contact
Welsford Property Management LLC

Office: 803-743-0205

Fax: 803-743-0207

E-mail: welsford@hotmail.com

Website: www.welsford.com



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR RESIDENTIAL RENTAL AGREEMENT

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards are present in the housing.

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the Information provided by the signatory is true and accurate.

Landlord Date

Landlord Date

Tenant Date

Tenant Date

Agent Date

Agent Date



Welsford Property Management, LLC

www.welsford.com

4108 Rosewood Drive Columbia, South Carolina 29205
office: 803-743-0205 fax: 803-743-0207 e-mail: welsford@hotmail.com



MAINTENANCE SOLUTIONS

Below are common incidences that may happen during your stay at your new home. Try these solutions first to help reduce any excess water or power usage on your monthly bill. If you are unable to resolve the problem, please contact the office and our maintenance staff will assist you.

If you have this problem:

Sink leak

Toilet overflowing

Toilet running

Refrigerator leaks

No hot water

Shower running / leak

Water leak

Outlets not working

Outlets not working (bath or kitchen)

Garbage disposal not working

Smoke detectors beeping

No electricity in room

No heat inside home

Mice / cockroaches

Please try this solution:

turn off valve under sink

turn off the valve behind the toilet

may need a new flapper or complete insides

need to defrost freezer or empty drip pans

if gas heater, check pilot light

if electric, check reset button

turn water off at water heater or street

if you can't find a shut off valve, call City of Columbia at 545-3300

turn on switch – check both outlets on receptacle

check breakers

push red reset on GFI receptacle (wall outlet)

push red reset button on bottom of disposal

turn with broom handle

change the battery

reset circuit breaker (must turn to off position before resetting)

may need to call power company to turn on gas heating

for mice, buy poison / for roaches, buy boric acid