

STATE OF SOUTH CAROLINA )

**Lease Agreement**

COUNTY OF GREENVILLE )

THIS LEASE AGREEMENT (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Landlord"), and \_\_\_\_\_ (Collectively the "Tenant"):

WHEREAS, Landlord is the owner of \_\_\_\_\_ community, a Tiny Home community in Greenville County, South Carolina (the "Community").

WHEREAS, \_\_\_\_\_ is the owner of a tiny home (the "Tiny Home") and wishes to lease a pad from Landlord on which to park the Tiny Home.

NOW THEREFORE, Tenant and Landlord now wish to enter into this Lease pursuant to the terms contained herein.

**Agreement**

1. Premises. Effective on the Effective Date and in consideration of the rents, terms, covenants, conditions, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, kept and performed, the Landlord has demised, leased, and let and by these presents does demise, lease, and let unto the said Tenant; and the Tenant does hereby take from the Landlord, subject to all restrictions, conditions, easements, and encumbrances as appear of record, and rules of the Community, a tiny home pad approximately the \_\_\_\_' long by \_\_\_\_' wide located on property owned by Landlord known as \_\_\_\_\_, and as shown on Exhibit A (the "Tiny Home Pad"). Said Tiny Home pad together with all improvements, fixtures and appurtenances therein, however expressly excluded the Tiny Home owned by Tenant, hereinafter called the "Premises")

2. Term. The term of this Lease shall be \_\_\_\_\_ (\_\_) months and shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Lease Commencement Date") and, unless earlier terminated as hereafter provided, shall end on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Term").

3. Rent. Tenant shall pay to Landlord a monthly rent in the amount of (subject to annual increases as described below), \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_) ("Rent") on the first (1st) day of every month in advance, during the term of this Lease. Rent is due on the first (1st) day of each month. Beginning on the first anniversary of the Lease Commencement

Date and annually thereafter, Rent shall increase by the greater of three percent (3%) or the annual percentage increase in the Consumer Price Index (CPI-U), South Region. ("Due Date"). All Rents due hereunder which are not received by Landlord by the Fifth (5th) day of each month shall be subject to a delinquency charge of 10% of the payment. Said delinquency charge shall be subject to the default provisions herein. If the Term of the lease begins on a day other than the first day of the month, then Rent shall be apportioned pro rata on a per diem basis (i) for the period between the Lease Commencement Date and the first day of the following calendar month (which pro rata payment shall be due and payable on the Lease Commencement Date), and (ii) for the last partial month of the Term, if applicable.

\*\*\*NOTICE; IF YOU DO NOT PAY RENT ON TIME: This is your notice. If you, Tenant, do not pay your Rent within five (5) days of the due date, the Landlord can start to have you evicted. You will get no other notice as long as you live in the Premises. \*\*\*

4. Security Deposit. Tenant has provided Landlord \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_.00), a sum that is equal to \_\_\_\_ month's rent (the "Security Deposit"), as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. All interest from the Security Deposit, if any, will accrue to Landlord's benefit. Landlord may combine the Security Deposit with other funds of Landlord as long as permitted by the laws of the State of South Carolina.

If Tenant fails to perform any of the terms, provisions and conditions of this Lease as and when required, Landlord may use, apply, or retain the whole or any part of the Security Deposit for: a) the payment of any sum due Landlord; b) the repair or replacement of damage to the Premises, caused by Tenant, or Tenant's guests, invitees, or agents; c) the replacement of any amounts or which Landlord may expend or be required to expend by reason of the failure of Tenant to perform; or d) the failure to follow any rule of the Community; or e) as otherwise provided in this Lease. Tenant will forthwith, upon demand, restore the Security Deposit to the original sum deposited; provided, however, that any such use, application, or retention by Landlord of the whole or any part of the Security Deposit will not be deemed an election of remedies by Landlord or viewed as liquidated damages. It being expressly understood and agreed that, notwithstanding such use, application, or retention, Landlord will have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise. Additionally, if Tenant houses any pet on the premises, the full security deposit will be automatically forfeited to Landlord.

In the event Tenant complies with all of the terms, covenants, and conditions of this Lease, the Security Deposit, without interest and less amounts due from Tenant to Landlord, will be returned to Tenant within thirty (30) days after Tenant has vacated and surrendered the Premises in accordance with the terms hereof. In the event of a sale of the Premises, Landlord

shall transfer the Security Deposit to the purchaser, and such transfer shall release Landlord from all liability for the return of the Security Deposit without any further action or documentation being required. Thereafter, Tenant will look solely to the new landlord for the return of the Security Deposit.

5. Possession. Tenant shall be entitled to possession on the Lease Commencement Date. Tenant's right to possession, unless terminated earlier, shall terminate on the last day of the Term. Upon 24 hours notice, Landlord, or his representative, shall have the right to enter the Premises between 9 am and 5pm (unless an emergency) for the purpose of inspecting the same, and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the Premises, and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this agreement. Tenant shall have the right to be present when Landlord is making such inspections or repairs. During the last month of the Term, Landlord shall also have the right to show the Premises to perspective tenants. Landlord will provide Tenant with reasonable advance notice of such showings and ensure such access does not cause any material disruption to Tenant.

6. Holding Over. It is understood and agreed that should the Tenant hold over the Premises herein described beyond the termination of the Term herein created, or any extension thereof, without this Lease first having been extended by written agreement, such holding over shall not be considered as a renewal, and this Lease shall not automatically renew unless otherwise agreed in writing by both parties at least sixty (60) days prior to the expiration of the Term or extension of this Lease for a longer period than one (1) month, and Landlord shall have the right to terminate said month-to-month tenancy at the end of any month upon thirty (30) days prior written notice to Tenant. Additionally, during any period of holding over, Rent shall increase by 150%.

7. Utilities. All utilities, including but not limited to water, gas, electric, sewer, cable, data, etc., are not included in Rent, and shall be the responsibility of, and shall be paid by, Tenant. Additionally, Tenant agrees to put all utility bills into Tenant's name. Tenant shall also be responsible for all taxes imposed on the Tiny Home.

8. Use, Waste and Maintenance, Alterations, and Surrender of Premises.

a) Use. Tenant shall use the Premises for a private dwelling only. Tenant shall commit no act of waste on the Premises and shall use and occupy the Premises in compliance with all laws, orders, and regulations of the federal, state, and municipal governments or any of their respective departments having jurisdiction over the Premises. Further, Tenant shall not take any actions or fail to take any actions which violate any applicable association bylaws, rules or restrictive

covenants affecting the Premises. In addition to the matters contained herein, Tenant covenants and agrees to comply with any additional rules or regulations, which are incorporated herein by reference and attached as Exhibit B regarding the Premises, the tiny home community and/or its uses, which Landlord or the ownership of the tiny home community may provide.

b) Parking. Tenant, Tenant's guest and invitees shall park within the driveway or on the street, as reasonably directed by Landlord. No one shall park in the grass or landscaped areas.

c) Maintenance. Tenant shall keep the Tiny Home in a habitable condition. Unless caused by the action or inaction of Landlord, Tenant shall be responsible for the maintenance of the Tiny Home. Tenant shall maintain insurance on the Tiny Home. Landlord shall not be responsible for Tenant's personal property. Landlord shall maintain insurance coverage on the Premises and common areas in accordance with commercially reasonable standards, and Tenant is encouraged to maintain its own personal property insurance on Tenant's personal property. Tenant shall be responsible for all maintenance resulting from the actions or inactions of Tenant, Tenant's family, Tenant's guest and invitee's. Tenant is the owner of the Tiny Home and shall bear the risk of loss and responsibility for all maintenance, taxes, and other owner obligations.

d) Alterations. Tenant shall not, without first obtaining the written approval of the Landlord, make any alterations, additions, or improvements in, to, or on or about the Premises, including but not limited to removal or destruction of asphalt, rock or other material that comprises the tiny home pad. Installation of permanent fixtures or landscaping without the Landlord's consent. All improvements made by Tenant to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Landlord upon installation.

e) Surrender of Premises. No later than the last day of the term, Tenant shall, at Tenant's expense, remove all of Tenant's Tiny Home, personal property and those improvements made by Tenant which have not become the property of Landlord; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear excepted. Landlord reserves the right to withhold the Security Deposit until Landlord has inspected the Premises after Tenant's vacancy and is satisfied with the condition of the Premises. In addition to the matters contained herein, Tenant agrees to comply with any additional rules or regulations regarding surrender of the Premises, which Landlord may provide.

9. Liability. Tenant shall be liable for and shall hold Landlord harmless in respect of all damages and injury to the Premises, the person and property of Tenant and Tenant's agents and invitees, and all other persons, if due to the negligent act or failure to act of Tenant or of Tenant's agents, invitees, assignees, sub-tenants, or anyone in Tenant's control. All personal property

upon the Premises shall be at the risk of Tenant only, and Landlord shall not be liable for any damage thereto or theft thereof. Tenant shall be responsible for obtaining contents/renter's insurance, covering all of Tenant's property and possessions, hazard insurance and general liability insurance covering the Tiny Home.

a) Landlord Liability: It is agreed and understood that Landlord, it's agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the Premises, the Tiny Home, or the improvements therein, whether said defect exists at the time of execution of this Lease, or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by Tenant. Landlord shall not be responsible or liable for any accident or damage to Tiny Homes, automobiles, persons, or any other equipment or persons utilizing parking facilities upon the Premises.

b) Tiny Home Warranty: Tenant acknowledges that Landlord is solely leasing to Tenant the Pad (the ground) on which the Tiny Home is situated; that Clayton Homes manufactured the Tiny Home and that Landlord did not manufacture it; and that if Landlord did previously own the Tiny Home, that all warranties and have been assigned to Tenant. Therefore, Tenant will look exclusively to Clayton Homes for the resolution of any warranty, repair work, or liability regarding the construction of the Tiny Home. Landlord has no obligations as it relates to the Tiny Home, and Landlord's obligations here under relate solely to the Tiny Home Pad.

11. Default. In the event Tenant shall default in the payment of rent or any other sums payable by Tenant herein, and such default shall continue for a period of ten (10) days after the due date, or if Tenant shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for thirty (30) days after notice of default has been given to Tenant, or if Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against Tenant, then Landlord may exercise any and all rights and remedies provided by law or in equity, including remedies described in Section 12.

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect.

12. Landlord's Remedies. In addition to its other remedies Landlord may have if Tenant fails to perform any of the terms, provisions and conditions of this Lease as and when required, Landlord, will have the immediate right, after any applicable grace period expressed herein, to terminate and cancel this Lease or to retake and remove all persons and personal property from the Premises, including securing and removing the Tiny Home in accordance with South

Carolina law governing personal property removal and storage and dispose or store of such property as it deems fit, or both, without liability. If Landlord retakes the Premises, either with or without legal process, it may either terminate this Lease or from time to time without terminating this Lease, make such alterations and repairs as may be necessary or appropriate to relet the Premises, and relet the Premises upon such terms and conditions as Landlord deems advisable without any responsibility on Landlord whatsoever to account to Tenant for any surplus rents collected. No retaking of possession of the Premises by Landlord will be deemed as an election to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant at the time of reentry, but, notwithstanding any such reentry or reletting without termination, Landlord may at any time thereafter elect to terminate the Lease. In the event of an election of termination by Landlord, whether before or after reentry, Landlord may recover from Tenant damages, including the costs of recovering the Premises, and Tenant will remain liable to Landlord for the total rental as would have been payable by Tenant hereunder for the remainder of the term less the rentals actually received from any reletting.

13. Assignment or Subletting. Tenant may not, without the prior written consent of Landlord, assign this Lease or transfer, lease, or sell the Tiny Home to any third party while it remains on the Premises or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Additionally, Tenant may not lease any Tiny Home placed on the Premises to another person without Landlord written consent.

14. Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord from and against any claims, damages, or expenses, whether due to damage to the Premises, claims for injuries to persons or property, or administrative or criminal action by a governmental authority, where such claims arise out of or from use or occupancy of the Premises by Tenant, its agents, employees, assignees, invitees, or any third parties.

15. Subordination. This Lease is hereby made expressly subordinate to any mortgage or mortgages which may be now upon the Premises or which Landlord may hereafter place upon the Premises. Tenant agrees to attorn to the mortgagee, and acknowledges and agrees that this Lease and all rents due hereunder may be assigned by Landlord as collateral security for a mortgage loan, or to any purchaser of the Premises, and will recognize the then owner of the Premises as its landlord under this Lease, and Tenant agrees to execute and deliver, upon the request of mortgagee or any purchaser of the Premises any instrument which may be necessary or appropriate to evidence such attornment.

16. Binding Effect. This Lease shall be binding upon Landlord and Tenant and their respective successors and assigns, and shall inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

17. Liens. Tenant shall, within ten (10) days after notice from Landlord, discharge any mechanic's liens for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.

18. Entire Agreement; Amendment. This Lease contains the entire agreement between Landlord and Tenant, and neither party is bound by an representations or agreements of any kind except as contained herein.

19. Amendment. No representations or promises shall be binding on the parties hereto except those representations contained herein or in some future writing signed by the party making such representations or promises.

20. Animals. Unless consented to by Landlord in writing, no animals, livestock or poultry of any kind shall be raised, bred, or kept on the Premises, including domestic cats and dogs. A prospective tenant may submit a car or dog for approval and if consented to by Landlord in writing, and upon a receipt of a Three Hundred Dollar (\$300.00) non-refundable animal deposit only approved domestic cats and dogs are allowed. Landlord reserves the right to approve or disapprove an animal in its sole discretion. If a cat or dog is approved, additional or new cats/dogs shall also be approved. Additionally, no dogs of the Doberman Pinscher, Rottweiler or "Pit Bull" breed shall be kept in or on the Premises. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon neighboring property without the consent of such neighbor. Pets shall be kept on a leash at all times when outside the premises, and the owner shall clean up after his or her pet. No animal shall interfere with, intimidate, threaten or have a reasonable likelihood of interfering with, intimidating or threatening any other tenant, owner, occupant, other person, other pet, or the peaceful and quiet enjoyment of any other tenant, owner or occupant, person or other pet in the Community. At any time and in its sole and absolute discretion, Landlord may require the owner of any prohibited animal or any permitted animal which interferes with, intimidates or threatens any person or other pet at the Premises or which causes or results in an unreasonable disturbance, to permanently remove such animal from the Premises promptly after notice. Landlord shall not be liable for any personal injury, death or property damage resulting from a tenant's animal, regardless if Landlord has consented to the presence of the animal, or a violation of the foregoing and Tenant shall fully indemnify and hold harmless Landlord for all costs arising from an animal that causes personal injury, death or property damage to the Premises, neighboring properties, or individuals regardless if they are located on or off the Premises. Violation of this section shall be a default subject to immediate eviction.

21. Other Terms and Conditions.

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Signature Page to Follow:

IN WITNESS WHEREOF, the parties hereof have executed this Lease as of the date first above written.

WITNESSES:

LANDLORD:

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\_\_\_\_\_  
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TENANT:

\_\_\_\_\_



Exhibit A:

Depiction of Tiny Home Pad