

## **RESIDENTIAL LEASE AGREEMENT**

This Residential Lease Agreement (hereinafter called "Lease"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Farmer's Tiny Cove, LLC ("Landlord") and \_\_\_\_\_ ("Tenant") who is also the owner of the home that will be parked on the Premises ("Tiny Home"). The parties agree as follows:

1. PREMISES: The Landlord hereby rents to the Tenant, and the Tenant hereby rents from the Landlord Tiny Home Pad # \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_, South Carolina, \_\_\_\_\_, which parcel of land with improvements, if any, will constitute the Premises.
2. TERM AND POSSESSION: The term of this Lease shall be twelve (12) months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Lease Commencement Date") and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless Tenant chooses to renew the Lease upon sixty (60) calendar days written notice prior to the expiration of the Term provided that no good cause for nonrenewal exists in the sole discretion of the Landlord.
3. OCCUPANTS: The Tiny Home shall not be occupied by more than six (6) persons.
4. SECURITY DEPOSIT: Upon signing of this Lease, Tenant agrees to deposit with Landlord a security deposit of \$ \_\_\_\_\_ to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein. No part of this deposit is to be applied to any rent which may become due under this Lease. Landlord has the option to deposit the security deposit in an interest-bearing account and retain all interest incurred in said account. Tenant relinquishes all right to ownership of all interest earned. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from Landlord. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent. In the event of the sale of the property upon which this Premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit.
5. RENT: Tenant agrees to pay Landlord a rent of Five Hundred Fifty and no/100 dollars (\$550.00) per month, payable in advance, on or before the first day of every month (holidays and weekends do not extend this date), during said term for a total rent of \_\_\_\_\_. The rent is payable to Landlord by automatic deposit into \_\_\_\_\_ or any other such account as the Landlord shall give notice to Tenant no less than thirty (30) days before the due date of the payment, at the address listed below for notices. All payments received by the Landlord from the Tenant must first be applied to non-rent responsibilities of Tenant including fines, repairs, returned payment charges, late payments, then to rent regardless of notations on a check.

### **NOTICE TO TENANT: IF YOU DO NOT PAY YOUR RENT ON TIME.**

**IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE YOU EVICTED. YOU WILL RECEIVE NO OTHER NOTICE AS LONG AS TENANT LIVES IN THIS RENTAL UNIT OR TINY HOME PAD.**

6. RENTAL RATE ADJUSTMENT: Beginning of the first anniversary of the Lease Commencement Date and annually thereafter, Rent may increase by the greater of three percent (3%) or the annual percentage increase in the Consumer Price Index (CPI-U), South Region. On and after the expiration of the initial term of this Lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided that written notice of such alteration is delivered to the Tenant at least ninety (90) calendar days prior to the effective date of alteration.
7. LATE FEE: Tenant further agrees to pay a late fee of \$25.00 if rent is paid after the 5th day of the month (holidays and weekends do not extend this date), and an additional fee of \$5.00 per day until the rent is paid.
8. RETURNED PAYMENTS: Tenant agrees to pay \$30.00 for each returned payment, plus late charges if the payment is not made good before the due date. If any check for the security deposit or payment of the first month's rent is returned

for insufficient funds, Landlord may declare this Lease void and immediately terminated.

9. NOTICES: To the extent allowed by law, notices are deemed valid and given when posted in the \_\_\_\_\_. If the law requires notices required to be served in person or by certified mail, such notice shall be addressed as follows, unless either party changes the notice address by entering a notice in the \_\_\_\_\_:

Landlord: Michael Fernandez  
Farmer's Tiny Cove, LLC  
401A Roper Creek Drive  
Greenville, SC 29615

Tenant:

10. UTILITIES AND SERVICES: Landlord shall pay all charges for gas, electricity, water and other public utilities used on the Premises. Tenant shall pay all costs of hook-ups and connection fees.

11. MOVING TINY HOME ONTO OR OFF OF THE PREMISES: Tenant shall be solely responsible for all costs to move a tiny home onto or off of the Premises and to restore the tiny home pad to its original condition unless Landlord agrees that any changes or addition to the tiny home pad may remain and become the property of Landlord. Tenant shall use professional movers and pay for all damage to the tiny home pad and/or common areas. Any items of personal property left after move-out without Landlord's permission shall become the sole property of Landlord.

12. SALE OF TINY HOME: If Tenant desires to sell a tiny home and not move it from the tiny home pad, the new owner must qualify for and enter into a new lease. Otherwise, Tenant shall move the tiny home from the Premises.

13. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this Lease, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate this Lease immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

14. EARLY TERMINATION: Subject to approval of the Landlord, the Tenant may terminate this Lease prior to the expiration of the initial term, according to the following terms and conditions: a) The Tenant will pay the Landlord for any expenses incurred by the Landlord in securing another Tenant, b) the Tenant will pay the rent until the beginning of the Lease with the new tenant, c) the security deposit will be forfeited to the Landlord.

15. TERMINATION UPON SALE OF PREMISES: Landlord may terminate this Lease sixty (60) calendar days after written notice to Tenant that the Premises have been sold, except that Landlord agrees not to terminate the Lease due to a sale during the initial term of the Lease.

16. GROUNDS FOR EVICTION: Landlord may evict Tenant for one or more of the following reasons:

- a. Not paying rent within 5 days of its due date;
- b. Not complying with local, state, or federal laws governing manufactured homes after Tenant receives written notice of noncompliance and has had a reasonable opportunity to remedy the violation;
- c. Not complying with any provision of this Lease including the Tiny Home Rules contained in Exhibit A attached hereto;
- d. Engaging in repeated conduct that interferes with the quiet enjoyment of the park by other residents;
- e. Willfully and knowingly making a false or misleading statement in the rental application or this Lease;
- f. Taking of the park or part of it affecting the resident's lot by eminent domain; or
- g. Any other reason sufficient under common law.

17. SALE OF MOBILE HOME AFTER EVICTION. If a manufactured home remains on the lot twenty days after the resident has been evicted, Landlord may commence the procedure in S. C. Code of Laws § 29-15-10 to sell the home in a commercially reasonable sale at public auction. The manufactured home owner is not prohibited from moving the home before the day of sale but must pay any filing fee or advertising costs incurred to initiate the procedure.

18. USE OF PREMISES/NOTICE OF ABSENCES: Tenant shall use the Premises only as a residential dwelling unit and shall not conduct any type of commercial activity from the Tiny Home, provided however, Tenant may operate the Tiny Home as a short-term rental such as AirBnB, VRBO, etc. Tenant shall not conduct any activity which is in violation of any Tiny Home Rules. Tenant shall not use the Premises for any illegal activity or any activity which is offensive, noisy or dangerous.
19. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from the Premises for a period of fifteen (15) calendar days after default in the payment of rent may be construed as abandonment of the Premises. If the Landlord fails to use reasonable efforts to rent the Premises at a fair rental or if the Landlord accepts the abandonment as a surrender, the Lease is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When the Premises has been abandoned or the Lease has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the Premises or on the Premises with a fair-market value of \$500 or less, the Landlord may enter the Premises, using forcible entry if required, and dispose of the property.
20. MAILBOX KEYS: Tenant shall receive \_\_\_\_ mailbox keys at the beginning of the Term. Tenant shall pay \$100.00 for each mailbox key that is not returned to the Landlord at the end of the Lease
21. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented Premises. All awards of the condemning authority for the taking of the land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented Premises shall be taken, this Lease shall terminate as of the date of the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the Premises shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) calendar days after the date of taking, terminate this Lease as of a date set out in the notice not earlier than thirty (30) calendar days after the date of the notice; rent shall be apportioned as of termination date.
22. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire, theft, and other catastrophes and for maintaining a liability policy in the amount of no less than \$100,000 naming Landlord as an additional insured. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Premises or of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.
23. RULES: The Tenant agrees to abide by the Tiny Home Rules attached as Exhibit A to this Lease with respect to the use of the Premises and common areas. The Tenant shall not use the Premises for any purpose or use that would be in violation of any governmental law regulation, or rezoning ordinance for himself and his guests, agrees to refrain from any activity that may be a nuisance (such as excessive noise) or an annoyance in the community.
24. LIABILITY, TENANT CONDUCT, AND INDEMNIFICATION: Landlord shall not be responsible to Tenant, Tenant's family members, Tenant's guests or other occupants for any injuries, damages, or losses to person or property caused by flood, fire, smoke, explosion, hail, ice, water leakage, burglary, theft, assault, vandalism or other occurrences or casualty losses. Tenant agrees to indemnify and save Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from (a) The conduct or any act of negligence of Tenant or any member of Tenant's family, guest or other person under the Tenant's control; or (b) Any breach or default on the part of Tenant in the performance of any rule or provision of this Lease. However, Tenant shall be relieved from such indemnification and hold harmless provision in the event that the negligence or intentional act on the part of Landlord, its employees, or agents results in the aforementioned claims, demands, etc.
25. SUBLETTING: Tenant may not assign this Lease. However, Tenant may sublet the Premises. Tenant agrees that subleasing the Premises in no way diminishes Tenant's responsibilities under this Lease and that no provision of any sublease will be inconsistent with the provisions of this Lease. Tenant shall incorporate the Farmer's Tiny Home Rules into any sublease. Tenant further understands and agrees that Tenant is responsible to Landlord for the actions of any sublessees, their families, guests, and other persons as if the actions were taken by Tenant.
26. ACCESS BY LANDLORD TO PREMISES: Landlord shall have the right to enter the Premises to make inspections, provide necessary services, to exercise a contractual or statutory lien, leave written notices, or seize nonexempt property after event of default. The Landlord or Landlord's agent may not enter the dwelling unit without consent of the Tenant. Landlord has no other right of access except pursuant to court order, as permitted by the South Carolina Residential

Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service or process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the Premises.

27. **DEFAULT:** Upon failure of the Tenant to make any payment of rent when due, or if the Tenant should breach any of the terms, agreements, or conditions herein contained, or if the Tenant should declare bankruptcy, or if the Premises are abandoned, deserted or vacated, then at the option of the Landlord, this Lease shall immediately terminate, without notice or demand to the Tenant, and the Landlord may re-enter and repossess the Premises and remove and put out Tenant and each and every occupant. In the event of re-entry by the Landlord, the Tenant shall be liable to the Landlord for any loss, costs or damages sustained including moving costs, attorney's fees and court costs.
28. **COURT COSTS AND ATTORNEYS FEES:** In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this Lease or under law, Tenant agrees to be liable for such expenditures as allowed by law and reasonable attorney's fees for the Landlord, and all such costs shall be deemed additional rent hereunder.
29. **WAIVER:** Either party's failure to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Lease.
30. **ENTIRE AGREEMENT AND AMENDMENT:** This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other covenants, promises, agreements, conditions, and understandings, either written or oral, between them. Except as herein provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
31. **SEVERABILITY:** If any provision of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
32. **SECTION HEADINGS:** The section headings as to the contents of particular sections are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.
33. **JOINT RESPONSIBILITY:** If this Lease is executed by more than one (1) Tenant, all responsibility and liabilities herein shall be construed to be joint and several.
34. **GOVERNING LAW:** This Lease shall be construed according to the laws of the State of South Carolina, as they exist during the term hereof. More specifically, this lease is governed by the Manufactured Home Park Tenancy Act and the Residential Landlord and Tenant Act.
35. **GRAMMATICAL USAGE:** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular in form and vice versa, as the context so requires.
36. **FACSIMILE AND OTHER MEANS:** The parties agree that this Lease may be communicated by fax or other secure electronic means such as email, and the signatures, initials, modifications (handwritten or typed) shall be deemed to be valid and binding upon the parties as if they were in the handwriting of each party.
37. **BINDING EFFECT:** The provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
38. **SUBORDINATION:** This Lease shall be subordinated in respect to any mortgages that are now on or that hereafter may be placed against said Premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, regardless of the date of recording. Upon Landlord's request, Resident shall promptly execute a Certificate of Good Standing certifying the terms of this Lease, its due execution, the rental provisions herein, or in any written amendments hereto, and any other information reasonably requested. Should the holder of any mortgage against the Premises acquire title to the Premises by foreclosure or otherwise, said mortgagee will have the option of canceling this Lease without penalty.

**TENANT AGREES TO RECEIVE COMMUNICATIONS, WITH THE EXCEPTION OF NOTICES, FROM LANDLORD AND THEIR AGENTS AT THE PHONE NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

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Witness	Tenant	Phone
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Witness	Tenant	Phone
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Witness	Landlord	Phone
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## **Exhibit A** **Farmer's Tiny Cove Rules**

Farmer's Tiny Cove, LLC is committed to providing a safe, attractive, harmonious, and welcoming community. All tenants, guests, and visitors must comply fully with these rules. Landlord may enter all tiny home pads periodically to inspect all areas outside the homes for compliance with these rules.

1. Common Areas – The common area is defined as all areas except those designated as tiny home pads and are for the use and enjoyment of all tenants and their guests. No personal property may be left or stored in common areas. Tenants must clean up after themselves and their guests. No smoking is allowed in common areas.
2. Emergency Contact – Tenant must keep updated contact information for one or more person(s) that Landlord can contact in case of an emergency occurs and Tenant is not available.
3. Guest Registration – Guests staying more than 7 consecutive days in a 12-month period must be approved by Landlord. All guests must comply with all these rules and other lease provisions. Tenant is responsible for any violations. Any disorderly or illegal activity shall be grounds for immediate removal from the community.
4. Pets – Tenant may only have up to 2 domesticated dogs or cats (the “pet”) without prior written permission. Tenant shall comply with the Greenville County Animal Control Ordinance/County Code including, but not limited to, not allowing the pet to “run at large” meaning it must be leashed/under control when outside the home, having proof of current rabies vaccination, having adequate shelter from the elements and having a microchip or ID tag when outside the home. No pets may be tethered outside the home and excessive barking or other noise continuously for 15 or more minutes is a violation. Landlord may restrict aggressive breeds or any pet with a history of biting/attacking for the safety of all tenants and other pets. Tenant must clean up all pest waste immediately. Tenants are responsible for any damage caused by their pet to common areas or other property.
5. Fences, Storage Shed, and Decks – All fences, storage sheds, and decks must be approved in writing in written prior to installation. They must conform to community aesthetic standards, including but not limited to, their size, height, composition, color, and location. Sheds may be no larger than 150 square feet, no taller than 10 feet, and must match the style of the home. Landlord may require that fences, storage units, and decks be removed when leases expire or are terminated. All unapproved improvements may be removed and the costs thereof shall be added to the amount due and are collectable under the same terms and conditions as defined in Paragraph 5 of the main contract.
6. Grills and Fire Safety – Propane gas grills, but no wood or charcoal grills, are permitted on porches and approved locations on tiny home pads. No fire pits are allowed except as with prior written approval of Landlord. Setting off fireworks and discharging firearms are strictly prohibited.
7. Dangerous Materials -- Tenant shall not keep or have or dispose of any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and Tenant provides proof of adequate insurance protection to Landlord with Landlord listed as an additional insured.
8. Alcohol and Illegal Drugs – Illegal drug use or possession of illegal drugs are strictly prohibited in the community. Alcohol may not be consumed in the common areas except during community-approved events.
9. Satellite Dishes – Satellite dishes are not permitted in the community. The community is presently serviced by Spectrum.
10. Security Cameras – Security cameras are permitted on individual tiny homes with approval of Landlord if they are aimed only within the Tenant's tiny home pad and not into any other areas.
11. Trash – Household trash must be bagged and placed in the designated trash receptables. No loose trash, bulkier items, or boxes may be left outside the receptables. Tenant must haul away all furniture, appliances, or large debris.
12. Quiet Hours – Quiet hours are from 9:00 pm to 8:00 am, provided that construction and other work outside the tiny homes may begin at 7:00 am, but must stop at 6:00 pm. During quiet hours, loud talking and music are prohibited.
13. Vehicles and Parking – Each tiny home pad is assigned two parking spaces. All vehicles parked in these places must fit in those parking spaces. Guests may park only in designated visitor areas. No Tenant or guests will drive on or park any vehicle at any time on lawns or any other area other than designated parking areas. Except for 15 minutes for loading and unloading, street parking is not allowed so that roads are clear for emergency vehicles. All vehicles must be operational and

properly registered with current license plates. Except for minor repairs such as tire changes or battery changing, no vehicle maintenance is permitted. No oil changes or washing vehicles are permitted on the property. Recreation vehicles such as RVs, boats or trailers are not permitted without written approval.

14. Signs and Decorations – Tenant may place one “For Sale” or “For Rent” sign on the tiny home but not on tiny home pads or any common areas. Political signs are allowed during election sessions but are limited to one per issue or candidate and must be removed no later than 5 days after the election. Holiday decorations are permitted but must be removed 7 days after the holiday. Tenant may not post any commercial advertising.
15. Landscaping – Landlord is responsible for landscaping and maintaining each tiny home pad in a neat and attractive condition except for those areas that are inside a fence on the tiny home pad which are the sole responsibility of tenant. Tenant is responsible for maintaining the area inside fences to the same standard as Landlord maintains the other areas. Tenant may not add or remove plants, shrubs, trees, or flowers without prior written consent from Landlord.
16. Utilities – Landlord is responsible for all utilities. Tenant shall not tamper with any lines or meters and must report any leaks or damage immediately. Tenant shall not add any additional lines or connections without prior written consent from Landlord. Solar panels are permitted on homes if installed to code and aesthetically integrated.
17. Home Appearance and Maintenance – Homes must be kept clean, painted and in good repair. They must have cement board skirting or other approved underpinning to conceal utilities and blend with the community. All exterior paint colors and structural alterations must be approved in writing by Landlord. All homes must meet local building codes and remain mobile as designated by Landlord.
18. Enforcement and Fines -- The first violation shall result in a written warning. The second violation shall result in a fine of \$100.00. The third violation shall result in a fine of \$250.00 and lease termination at the sole option of Landlord. All violations must be corrected within 5 days or incur further penalties of \$25.00 per day until corrected up to a maximum of 15 days after which Landlord may terminate the lease. Notwithstanding the above, safety hazards, illegal activity, or threats to others may result in immediate eviction. All fines are considered rent and collectable under the same terms and conditions as defined in Paragraph 5 of the main contract.
19. Amendments – As allowed under applicable law, Landlord reserves the right to amend or supplement these rules as necessary for safety, aesthetics, or for compliance with local, state, or federal law.