

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

**MONTH TO MONTH LEASE**

\_\_\_\_\_ (“Landlord”)

\_\_\_\_\_ (“Tenant”)

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **PROPERTY.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord all of the property located at \_\_\_\_\_ (“Property”). Landlord is the owner of the Property or a licensed property manager contracted by the Property owner to act as the Property owner’s agent for purposes herein.
2. **TERM.** This lease is for a month to month, also known as a ’Tenancy at Will’, renewing upon payment of every month by the Tenant. Either Landlord or Tenant may terminate this agreement with at least thirty (30) days’ notice (per § 27.40.770).
3. **RENT.** Rent is \$ \_\_\_\_\_ per month and is due on the 1<sup>st</sup> day of each month. If the full amount of rent is not received by the 5<sup>th</sup> day of the month, Tenant agrees to pay a late charge of \$ \_\_\_\_\_ upon demand in addition to rent. Rent for a partial month to start this lease is \$ \_\_\_\_\_ and is due on \_\_\_\_\_, 20\_\_\_\_.
4. **PAYMENT.** Rent must be received by Landlord by the due date in the form of a check or certified funds payable to the Landlord at \_\_\_\_\_ or such place as designated by Landlord. Tenant understands that timely payment may require early mailing. If a rent check is returned because of insufficient funds (“dishonored check”), Tenant agrees to pay \$ \_\_\_\_\_ upon demand in addition to rent and late charges that may be due. If Tenant pays rent with a dishonored check, Landlord has the right to demand cash or certified funds for payment of rent due. Landlord has the right to demand certified funds for all payments of rent if Tenant makes successive payments of rent by dishonored checks.
5. **SECURITY DEPOSIT.** Tenant shall pay Landlord the sum of \$ \_\_\_\_\_ as a security deposit payable as follows: \_\_\_\_\_  
The security deposit is refundable if Tenant complies with all the terms and conditions of this lease, but the security deposit is non-refundable if Tenant terminates this lease prior to its expiration date or damages the Property beyond normal wear and tear. Landlord reserves the right to utilize all or part of the security deposit to repair damage to the Property. Landlord also reserves the right to demand additional recovery from Tenant if the damages exceed the security deposit. Tenant reserves the right to demand a copy of the invoice(s) for repairs if Landlord demands additional recovery.

6. UTILITIES. Tenant agrees to pay all utility charges on the Property, including but not limited to water/sewer, electricity, telephone, television, and garbage disposal. Landlord shall pay property taxes and association/regime fees and maintain hazard insurance on the structure of the Property.
7. MAINTENANCE. Tenant acknowledges that the Property is in good and habitable condition and agrees to promptly complete and pay for all routine maintenance, including the maintenance of the lawn and shrubbery on the Property and any repair that costs \$50.00 or less. Tenant agrees to cut the grass at least once a month and pull weeds in planting beds and sweep leaves off the driveway and yard as necessary to maintain the Property's appearance according to neighborhood standards. Tenant is responsible for any damages caused by Tenant's neglect or abuse thereof.
8. PEST CONTROL. Landlord agrees to be responsible for pest control and extermination services on the Property. Tenant agrees to keep the Property clean and sanitary and shall immediately notify Landlord of any evidence of termites.
9. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Property, including the use of paint, without the written consent of the Landlord. If authorized, any alterations or improvements become part of the Property unless otherwise agreed in writing.
10. USE. Tenant agrees to use the Property for residential purposes only and not in any way that may increase the rate of hazard insurance, such as using a waterbed. Tenant further agrees not to violate any zoning laws or subdivision restrictions or to engage in any activity that would injure the Property or constitute a nuisance to the neighbors or Landlord.
11. OCCUPANCY. The Property will not be occupied by more than \_\_\_\_\_ persons, including Tenant.
12. PETS. No pets are allowed on the Property except \_\_\_\_\_, and there is a \$\_\_\_\_\_ non-refundable pet deposit. Landlord reserves the right to revoke consent if the pet becomes a nuisance to the neighbors or Landlord.
13. ACCESS. Landlord reserves the right to enter the Property upon reasonable notice for the purposes of inspection, maintenance/repair, or showing to prospective tenants or purchasers. Tenant agrees not to change the locks on the Property without the Landlord's consent. In case of emergency, Tenant understands and agrees that Landlord may enter without notice.
14. PARKING. No parking is allowed on the Property except in the garage and the driveway. Tenant agrees not to store any campers, trailers, boats, recreational vehicles, or inoperable vehicles on the Property without the written consent of the Landlord.
15. LIENS. Tenant agrees not to subject the Property to any liens for loans, maintenance, or improvements contracted by Tenant.

16. **LIABILITY.** Tenant agrees to hold Landlord harmless from any and all claims for injuries and/or damages occurring on the Property. Tenant shall carry renter's insurance for the Tenant's personal property contained on the Property and maintain liability coverage to insure against loss resulting from injury to any guest or invitee on the Property. Tenant acknowledges that Landlord's hazard insurance policy insures only the structure of the Property and cannot be relied upon for any liability incurred by the Tenant.
17. **UNINHABITABILITY.** If the Property is damaged or destroyed by fire or other casualty or otherwise becomes uninhabitable, Landlord has the sole discretion to repair the Property or to terminate this lease. Tenant agrees that Landlord is not responsible for providing living arrangements for Tenant if the Property must be vacated.
18. **ABANDONMENT.** If Tenant abandons the Property prior to the expiration of this lease, Landlord may lease the Property to another party and hold Tenant liable for any costs, lost rent, and/or damage to the Property. Landlord may dispose of any property abandoned by Tenant.
19. **NOTICE TO VACATE.** Tenant shall notify Landlord in writing of Tenant's intent to vacate the Property. Notice to vacate must be received by Landlord in writing at least thirty (30) days before the expiration of this lease at the same address for payment of rent or such place as designated by Landlord. Tenant understands that timely notice may require early mailing.
20. **SURRENDER OF PROPERTY.** At the expiration of this lease, Tenant shall immediately surrender the Property in good and habitable condition. Tenant shall turn over to Landlord all keys to the Property, including keys made by Tenant or Tenant's agent.
21. **FURNISHINGS.** Any personal property provided by Landlord to Tenant must be returned to Landlord in good condition at the termination of this lease.
22. **HOLDOVER BY TENANT.** If Tenant fails to deliver possession of the Property to Landlord at the expiration of this lease, then Tenant is considered a holdover. If Landlord consents to such a holdover, then this lease will remain in effect on a month-to-month basis. Consent is effective if Landlord accepts rent in the amount defined in paragraph 3 of this lease. If such holdover is without the consent of the Landlord, Tenant is liable for double the rent for each month or fraction thereof.
23. **ASSIGNMENT.** Tenant shall not assign this lease or sublease any part of the Property without Landlord's written consent.
24. **DEFAULT.** If Tenant does not comply with any term or condition of this lease, Landlord may recover possession of the Property and seek monetary damages as provided by law.
25. **ATTORNEY'S FEES.** Tenant shall pay the Landlord's attorney fees if circumstances compel Landlord to enforce this lease through the services of an attorney.

26. WAIVER. Any failure by Landlord to exercise any rights under this lease does not constitute a waiver of Landlord's rights.

27. MISCELLANEOUS. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and may not be modified except in a writing signed by both parties.

WITNESS our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDLORD

TENANT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_