

South Carolina Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This South Carolina Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **IF YOU DO NOT PAY YOUR RENT ON TIME.**
This is Tenant's notice under law. If Tenant does not pay the rental amount within five days of the due date, Landlord can begin to evict Tenant. Tenant will get no other notice as long as Tenant lives in the Premises.
7. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
8. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

9. **SECURITY DEPOSIT.** Per S.C. Code § 27-40-410:
 - A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant.
 - B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to accrued rent, fees, and damages caused by Tenant's noncompliance with Tenant's maintenance responsibilities. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
 - C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **30 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions. If Landlord fails to return to Tenant any prepaid rent or security deposit with the settlement statement within 30 days, Tenant may recover three times the amount wrongfully withheld, plus reasonable attorneys' fees. However, if Tenant fails to provide Landlord with a forwarding address, Tenant is not entitled to damages under this subsection provided Landlord had no notice of Tenant's whereabouts and mailed the settlement statement and amount due, if any, to Tenant's last known address.
10. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
11. **UTILITIES.** Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
12. **SMOKING.** Smoking [{Smoking}](#) permitted in the Premises.
13. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
14. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the end of the Agreement Term,

Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** Per S.C. Code § 27-40-770(c), if Tenant remains in possession without Landlord's consent after expiration of this Agreement or its termination, Landlord may bring an action for possession. If the holdover is not in good faith, Landlord may recover reasonable attorneys' fees. If Tenant's holdover is a willful violation of law or this Agreement, Landlord may also recover an amount not more than **three months' periodic rent or twice the actual damages sustained by Landlord**, whichever is greater and reasonable attorneys' fees. If Landlord consents to Tenant's continued occupancy, the terms of this Agreement shall continue and the Agreement Term shall be month to month.

15. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing 30 days' written notice to Tenant.

16. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises.

17. **FAILURE TO DELIVER POSSESSION.** Per S.C. Code § 27-40-620:

A. If Landlord fails to deliver possession of the Premises to Tenant at the commencement of the Agreement Term, rent abates until possession is delivered and Tenant may:

i. terminate this Agreement upon at least five days' written notice to Landlord, and upon termination, Landlord shall return all prepaid rent and security; or

ii. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or any person wrongfully in possession and recover the actual damages sustained by Tenant. Where Landlord is unable to deliver possession due to

a previous tenant remaining in possession without Landlord's consent, after the expiration of the term of their rental agreement or its termination, Landlord is not liable for damages pursuant to this subsection, if Landlord made reasonable efforts to obtain possession of the Premises.

- B. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than three months' periodic rent or twice the actual damages sustained, whichever is greater, and reasonable attorneys' fees.

18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

19. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the condition shall not constitute a breach of Landlord's obligations under this subsection. Per S.C. Code § 27-40-440, Landlord shall:

- i. comply with the requirements of applicable building and housing codes materially affecting health and safety;
- ii. make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;
- iii. keep all common areas of the Premises in a reasonably safe condition, and, if the building contains more than four dwelling units, keep the common areas in a reasonably clean condition;
- iv. make available running water and reasonable amounts of hot water at all times and reasonable heat except where the building is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection; and
- v. maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

B. **Failure To Provide Essential Services.** Per S.C. Code § 27-40-630:

- i. If Landlord is negligent or willful in failing to provide essential services as required by this Agreement or S.C. Code § 27-40-440, Tenant may give written notice to Landlord specifying the breach and may:
 - a. procure reasonable amounts of the required essential services during the period of Landlord's noncompliance and deduct actual and reasonable cost from the rent; or

- b. recover damages based upon the diminution in the fair-market rental value of the Premises and reasonable attorneys' fees.

If tenant proceeds under this subsection, Tenant may not proceed under S.C. Code § 27-40-610 as to that breach.

- ii. Under no circumstances should this subsection be interpreted to authorize Tenant to make repairs on the rental property and deduct the cost of the repairs from rent. In the event that Tenant unlawfully acts without the Landlord's consent and authorizes repairs, any mechanic's lien arising therefrom shall be unenforceable.
- iii. Tenant's rights under this subsection do not arise until Tenant has given notice to Landlord and Landlord fails to act within a reasonable time or if the condition was caused by the deliberate or negligent act or omission of the Tenant, a member of his family, or other person on the Premises with the Tenant's permission or who is allowed access to the Premises by Tenant.

C. Tenant's Responsibilities. Per S.C. Code § 27-40-510, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep the Premises reasonably safe and reasonably clean;
- iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant reasonably clean;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so who is on the Premises with Tenant's permission or who is allowed access to the Premises by Tenant;
- vii. conduct himself/herself and require other persons on the Premises with Tenant's permission or who are allowed access to the Premises by Tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment;
- viii. comply with this Agreement and rules and regulations which are enforceable pursuant to S.C. Code § 27-40-520.

D. Noncompliance Affecting Health And Safety. If there is noncompliance by Tenant with subsection (C) above materially

affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning; and Tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and Tenant shall reimburse Landlord for the cost. In addition, Landlord shall have the remedies available under law.

E. Maintenance Responsibilities by Written Agreement. Per S.C. Code § 27-40-440:

- i. Landlord and Tenant of a single-family residence may agree in writing that Tenant perform Landlord's duties specified in subsection (A)(v) above and also specified repairs, maintenance tasks, alterations, or remodeling, provided the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.
- ii. Landlord and Tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling if
 - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord;
 - b. the work is not necessary to cure noncompliance with subsection (A)(i) above; and
 - c. the agreement does not diminish or affect the obligation of Landlord to other tenants.

20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

21. REPAIRS AND ALTERATIONS.

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises,

or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
23. **RULES AND REGULATIONS.** Per S.C. Code § 27-40-520:
- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they apply to all tenants in the property in a fair manner;
 - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. the Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
 - B. Rules or regulations adopted after Tenant enters into this Agreement are not valid if the rules or regulations substantially modify Tenant's bargain and (after receiving notice upon adoption of Tenant's right to object) Tenant objects in writing to Landlord within thirty days after promulgation.
24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
25. **ABANDONMENT.** Per S.C. Code § 27-40-730:
- A. **Definition.** Tenant shall be deemed to have abandoned the Premises if Tenant has an unexplained absence for at least fifteen days after

default in the payment in rent. However, if Tenant voluntarily terminates the utilities and has an unexplained absence and default in the payment of rent, the fifteen day period does not apply.

B. **Termination Of Tenancy.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of this Agreement, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, the tenancy shall terminate as of the date Landlord has notice of the abandonment.

C. **Abandoned Personal Property.** If Tenant abandons the Premises and leaves personal property with a fair-market value of five hundred dollars or less, Landlord may enter the Premises (using forcible entry if required) and dispose of the property. If Tenant abandons the Premises and leaves personal property with a fair-market value of more than five hundred dollars, Landlord may have the property removed only pursuant to the provisions of S.C. Code §§ 27-37-10 to 27-37-150. Where property is disposed of by Landlord and the property was in excess of five hundred dollars, Landlord is not liable unless Landlord was grossly negligent.

26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per S.C. Code § 27-40-530:

A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

B. Landlord or his agent may enter the Premises without consent of Tenant:

i. at any time in case of emergency (prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency);

ii. **between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters; providing termite, insect, or pest treatment; and the like; provided that prior to entering, Landlord announces Landlord's intent to enter to perform services;** or

iii. between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by Tenant and that prior to entering, Landlord announces Landlord's intent to enter to perform services.

C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in cases under subsection (B) above, Landlord shall give Tenant at least **twenty-four hours'** notice before entering and may

enter only at reasonable times.

D. Landlord has no other right of access except:

- i. pursuant to court order;
- ii. as permitted by S.C. Code §§ 27-40-720 and 27-40-730;
- iii. when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- iv. unless Tenant has abandoned or surrendered the Premises.

E. Tenant shall not change locks on the Premises without the permission of Landlord.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

29. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination By Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. there is noncompliance by Tenant with this Agreement materially affecting health and safety and Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen days after written notice by Landlord if it is not an emergency, specifying the breach and requesting that Tenant remedy within that period of time, per S.C. Code § 27-40-720(b);
- iv. Tenant refuses to allow lawful access to Landlord, per S.C. Code § 27-40-780(a); or

v. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. there is a material noncompliance by Landlord with this Agreement or a noncompliance materially affecting health and safety or the physical condition of the property, per S.C. Code § per S.C. Code § 27-40-610;
- ii. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per S.C. Code § 27-40-650;
- iii. Landlord unlawfully removes or excludes Tenant from the Premises, or willfully diminishes services to Tenant by interrupting or causing interruption of essential services, per S.C. Code § 27-40-660;
- iv. Landlord knowingly makes an unlawful entry or repeated lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per S.C. Code § 27-40-780(b);
or

v. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party

personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** Tenant shall pay for Landlord's legal fees and court costs associated with any default by Tenant. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **UNSIGNED OR UNDELIVERED AGREEMENT.** Per S.C. Code § 27-40-320, if Landlord does not sign and deliver this Agreement which has been signed and delivered to Landlord by Tenant, acceptance of rent without reservation by Landlord gives this Agreement the same effect as if it had been signed and delivered by Landlord. If Tenant does not sign and deliver this Agreement which has been signed and delivered to Tenant by Landlord, acceptance of possession and payment of rent without reservation gives this Agreement the same effect as if it had been signed and delivered by Tenant. If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}