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5 Medical Ct • Sumter, SC 29150 • Office (803) 774-2111  
[southern.touch.pmic@gmail.com](mailto:southern.touch.pmic@gmail.com) • <https://southern-touch-properties.managebuilding.com>

VIA CERTIFIED MAIL

October 6, 2023

Jamar Stark and Tyla McNeil  
6195 Fish Road  
Dalzell, SC 29040

**RECEIVED**

**Jan 04 2024**

**SC Court of Appeals**

Dear Jamar Stark and Tyla McNeil:

This letter serves as notification that your lease will not be renewed. The property must be vacated no later than January 31, 2024.

Your lease/rental agreement requires that you leave the residence in clean and undamaged condition.

After you have vacated the residence, it will be inspected. Costs for cleaning or repairing damage beyond normal wear and tear, if any, will be charged against your security deposit. You will be provided with an itemized list of any charges incurred.

Please contact our office if you have any questions.

Sincerely,

Southern Touch Property Management, LLC  
5 Medical Court  
Sumter, SC 29150  
803.774.2111





**RENTAL/LEASE AGREEMENT  
THAT REVERTS TO MONTH TO MONTH  
AGREEMENT AT END OF TERM OF LEASE**

**THIS AGREEMENT** is made, and entered into, on **Dec 30, 2021**, by and between “**Jillian Clamor**” Owner,” herein known as Landlord and **Jamar Stark and Tyla McNeill** herein known as Tenant.

1. **AGENT:** Tenant understands Southern Touch Property Management, LLC is the acting agent of the “Owner,” Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the “Landlord” or any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **6195 Fish Rd, Dalzell SC 29040**.
3. **TERM OF TENANCY:** Tenant agrees to rent for a minimum of 24 months from **January 20, 2022** to **January 31, 2024** at a rental rate of **\$1450** per month. Thereafter, this Rental/Lease agreement will become a month-to-month tenancy, based upon the same terms and conditions stated herein, unless modified in writing.
4. **NOTICE:** The Tenant can serve notice on Landlord and/or Landlord’s Agent at Southern Touch Property Management, LLC, 5 Medical Ct, Sumter, SC 29150, or any address designated by Landlord or Landlord’s Agent. Notice begins on the day notice is received by Landlord or Landlord’s agent and must be in writing. Tenant can give notice by postal service, personal delivery, email, and/or facsimile. Except as prohibited by law, either party may cancel this Agreement after 23 months, by service upon the other, with a written **30 Day Notice to Vacate**. Any holding over thereafter shall result in Tenant being liable to Landlord for “rental damage” at the fair rental value of **\$48.33** per day. Tenant is responsible for payment of rent during the **30 day** notice period.
5. **Tenant agrees** to allow Southern Touch Property Management, LLC to send out notifications by email.
6. **JOINT AND SEVERAL LIABILITY:** The undersigned Tenant, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord’s “duty of care” to prevent personal injury or property damage where that duty is imposed by law.
7. **RENT:** Rent is due in advance, on the first (1<sup>st</sup>) day of each month, *no exceptions*.
8. **PAYMENT OF RENT:** Rent is payable to Southern Touch Property Management, 5 Medical Ct, Sumter, SC 29150, or online at <https://southern-touch-properties.managebuilding.com>. The tenant is to pay rent by check, cashier’s check, or money order, to any agent or address designated by Landlord. No cash is to be paid. The Landlord, and/or agent for Landlord, does not accept post dated checks, two or three party checks. If payment is by check, the check must be from one of the Tenant(s) signed on this Rental/Lease Agreement. If the Tenant(s) submits a Non Sufficient Fund check, the Landlord, and or Landlord’s Agent, has the option to require Tenant to pay all future payments in cashier’s check or money order.
9. **LATE RENTS & FEES:** Rents are due on the **first (1<sup>st</sup>)** day of each month and Southern Touch Property Management, LLC does not consider rent paid unless **RECEIVED** by the office of Southern Touch Property Management, LLC or any other agent assigned by Landlord. This includes any prorated rents, which are due during any time of tenancy. The Landlord, and/or Landlord’s agent, does not consider depositing rent in the mail after the **second (2<sup>nd</sup>)** of the month timely payment, nor is postage delays and delays due to holidays, which are still considered the Tenant’s responsibility. Tenants must pay rent after the **fifth (5)** of the month by cashier’s check or money order. Late rent can incur the following fees:
  - **Late fee:** If Landlord, and/or Landlord’s agents, does not receive rent by the **fifth (5<sup>th</sup>)** of the month, a **\$30.00** late fee is due. After the **fifth (5<sup>th</sup>)**, an **additional \$10.00 late fee is due each day**.
  - **NSF Fee:** If tenant’s rent, or any tenant funds, does not clear the bank, the Tenant is required to reimburse the funds **in cashier’s check or money order**. There will be a **\$30.00** Non-Sufficient Fund fee as well as a **\$30.00** late fee due totaling **\$60.00**. The Landlord and/or Landlord’s Agent will not accept another personal check for a non-sufficient funds check; there are no exceptions to this policy.
10. **SECURITY DEPOSIT:** The Tenant(s) shall deposit with the **property manager** as a security deposit, the sum of **\$1450**, payable prior to occupancy. Tenant cannot use the security deposit during the occupancy, or term of the lease for rent. Tenant must pay rent in full during the occupancy and lease of the property. The **property manager** shall furnish, no later than **30 days** after the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit received, the disposition of such security deposit, and shall return any remaining portion of such security deposit to the tenants. The **property manager** may withhold from security deposit only such amounts as are reasonably necessary to remedy tenant

The following Tenant initials acknowledge receipt and review of this page

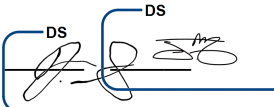
  


damages/defaults. This can include, but is not limited to: any property damage; cleaning; legal expenses; costs of collection; loss of property owners or Landlord's personal property included in Rental/Lease Agreement; loss of rents; late fees; service fees; non-sufficient fund fees; tenant caused billings; photographs of damage; pest control treatments; change of locks if keys are not returned; or if tenant provides an unauthorized person with any key to the property.

- 11. **TENANT ACKNOWLEDGES** the property manager holds the security deposit, listed in this Rental/Lease Agreement. Tenant acknowledges & agrees the Tenant cannot use the security deposit for rent at any time during occupancy. Tenant also acknowledges they do not receive any security deposit refund until *after vacancy* and the Landlord and/or Landlord's agent issues the existing security deposit to all *current* tenants on the Rental/Lease Agreement at the time of vacancy. Landlord and/or Landlord's agents does not refund any portion of the security deposit if one or more parties give notice to vacate, prior to vacancy and are no longer listed on the Rental/Lease Agreement. The Landlord and/or Landlord's agent only refunds the security deposit when the tenants completely vacate the property.
- 12. **UTILITIES:** Tenant shall pay for all utilities such as electric, gas, cable, telephone, or any other services desired by tenant. Tenant must immediately notify all utility companies for which they are responsible, of their occupancy and responsibility for payment.
- 13. **PAYMENTS PRIOR TO OCCUPANCY: Security deposit: \$1450; First month's rent: \$483 (prorated)**
- 14. **OCCUPANTS:** The premises shall be occupied by only the following named persons: **Jamar Stark and Tyla McNeill** and family (not to exceed 5 occupants);
- 15. **OTHER OCCUPANTS:** Occupancy by anyone other than the persons named in Paragraph 14, for more than 14 nights shall constitute a breach of this Agreement, unless, prior consent is obtained in writing by Landlord.
- 16. **CONDITION:** The tenant has examined the premises, including any furnishing and appliances, if any, and the tenant accepts the premises as being in acceptable and operative condition.
- 17. \_\_\_ Tenant authorizes Southern Touch Property Management, LLC to send notifications to their email address, Tylamcneill2016@gmail.com and tenant agrees to notify Southern Touch Property Management, LLC when their email addresses change.
- 18. **VERIFICATION OF DRIVERS LICENSE OR ID, write in at time of signing:**

DL#	State of	For	
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- 19. **ASSIGNMENT AND SUBLETTING:** The undersigned Tenant agrees and understands they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:
  - They must first contact the Landlord or Agent for the Landlord, and submit in "writing" any request for another person or persons to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application. The Landlord approves or denies the application.
  - The Tenant(s) agrees to abide by Landlord's decision whether to allow another person to reside in property.
  - If Landlord approves the proposed applicant, they must then complete the necessary forms for addition to the Rental/Lease Agreement. The original walk through inspection of this Rental/Lease Agreement will prevail.
  - The Landlord or Agent of the Landlord can request a walk though inspection of the property.
- 20. **APPLICATION OF FUNDS:** Monies paid by Tenant shall be applied to charges in the following order: 1) Tenant caused billings; 2) Non sufficient fund fees, late fees and/or service fees; 3) Past Due Utilities; 4) Attorneys fees; 5) Tenant caused property damage; 6) Past due rent, oldest month to newest, and as set forth previously in this Rental/Lease Agreement.
- 21. **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys, or pay for the cost of the lock change. The tenant is to re-key the locks on the property with the same type of lockset. If the tenant does not furnish the keys when vacating, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. The tenant upon occupancy has been given the following keys and controls: **2 house keys**
- 22. **VEHICLES:** Tenant shall not perform any business connected with vehicles on the property, in the garage, and/or carport. Tenant is not to park vehicles of any kind on any area other than the driveway, designated RV access, if applicable, or the street. Tenant is to remove any vehicles leaking oil, or gasoline, from the premises until repaired. Tenant and/or tenant's guests are not to park inoperative or unregistered vehicles on or in front of the property. All vehicles not listed below must have the approval of Southern Touch Property Management or agent of the Landlord. The vehicles which are permitted on this property are the following:
- 23. **PETS:** The Tenant shall not have any animals, birds, or pets of any nature, on or about the premises, with no exception. This also includes the animals, birds, or pets of any kind of any guests, relatives, or invited parties to



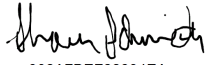
The following Tenant initials acknowledge receipt and review of this page 

- the premises. There is to be “no baby-sitting or care-taking” of any other person(s) animals, birds or pets of any nature.
24. **INSURANCE:** Tenant is to provide their own insurance for their possessions both inside and outside of the residence. Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord’s insurance will not cover their personal possessions or vehicles. Tenant is also aware the Agent’s insurance will not cover their personal possessions or vehicles losses; this includes flood, fire, wind, rain, roof leaks, water seepage, and any other cause.
  25. **USE OF PREMISES:** Tenant must use premises only as a residence. The tenant is prohibited from operating a business in this property, unless with consent of Landlord. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R’s) of Record.
  26. **ENTRY AND INSPECTION:** Landlord or Landlord’s Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords, and to inspect the premises with **24** hour notice. The Landlord/Agent reserves the right to visit the property on a semi-annual basis (every six months) to determine any needed maintenance or review any issues related to the property and/or it’s Tenant. The Landlord/Agent will notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty-days of occupancy, Tenant authorizes Landlord to place a FOR RENT sign on the property and to show property to prospective tenants.
  27. **TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord, or Landlord’s Agent, a home telephone number within two weeks of occupancy and any change in employment and employment telephone numbers.
  28. **BREACH OF CONTRACT:** In the event the Tenant moves out prior to the end of the lease, or Landlord evicts tenant due to a lease violation, Tenant agrees to reimburse Landlord for all costs incurred because of the breach. These costs may include, but are not limited to attorneys’ fees, lost rents, and other damages.
  29. **BREACH WITHIN LEASE PERIOD:** In the event Tenant breaches any part of this Agreement, within the lease period of the Agreement, then Landlord can withhold from any funds paid by tenant, the costs of re-renting the premises, including, but not limited to, advertising fees, utilities and the rent-up fee paid by Landlord to the Landlord’s agent. Tenant understands this agreement contains a lease period, and if Tenant defaults prior to the end of the lease period, Tenant will be obligated to reimburse the Landlord for the remaining costs of the lease period. Landlord can deduct these costs from any tenant paid funds.
  30. **WATER FILLED FURNITURE;** Tenant will not have water-filled furniture.
  31. **RULES AND REGULATIONS:** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords’ association or Landlord, posted on the premises, given, and/or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords’ association or other authorities due to any violation by tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants and neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.
  32. **OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly items. Tenant is also responsible for maintaining and watering the landscaping at all times.
  33. \_\_\_\_\_  Tenant is responsible for maintenance of **all** landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord/Agent. If tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord’s Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.
  34. **ALTERATIONS:** Tenant shall not add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord’s Agent prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord’s Agent in the event of any such claim or proceeding.
  35. **MOLD: The Tenant agrees to report immediately any evidence of mold to the Landlord and/or Landlord’s Agent and to maintain a clean environment that discourages mold.**
  36. **DRUG FREE HOUSING: The tenant agrees to provide drug free housing in and on the property.**
  37. **POSSESSION:** If tenant abandons or vacates the Premises, Landlord or Landlord’s Agent, may terminate this agreement and gain lawful possession.

The following Tenant initials acknowledge receipt and review of this page

- 38. **CREDIT REPORTING:** The tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental/Lease Agreement, Southern Touch Property Management and/or Landlord can submit a negative credit report reflecting the Tenant's credit to a credit-reporting agency.
- 39. **CONFIDENTIALITY:** All tenant records remain confidential in the Southern Touch Property Management office.
- 40. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for the following:
  - NO SMOKING IN HOME AT ANY TIME and replace HVAC filters every 30 to 60 days.
  - Pest Control
  - Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises. Repair any wall damage and repaint with matching paint color (ask landlord for proper color code).
  - Obtain professional carpet cleaning upon vacating.
  - Reporting to Southern Touch Property Management items needing repair.
  - To pay for damage to property because of failure to report a problem in a timely manner.
  - To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
  - To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless the tenant provides a police report to Landlord/Agent detailing the circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
  - Payment of any unnecessary repair calls, for service calls caused by Tenant's negligence, and for extra service calls because of failure to keep appointments with repair people.
  - Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
  - Under no circumstances is Tenant to perform any electrical repairs.
- 41. **LEAD BASED PAINT.**  Property was built before January 1, 1978 and does require a lead based paint addendum.
- 42. **MILITARY CLAUSE:**  
 The Tenants in this Agreement are not members of the military and do not require a military clause.
- 43. **ENTIRE CONTRACT:** Time is of the essence for this contract. This agreement incorporates all prior agreements between Landlord and Tenant and constitutes the entire contract, with the intention as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no external evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.
- 44. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 45. **INTERPRETATION OF CONTRACT:**  
 I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.

46. **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein: Check in/Check-out Sheet

DocuSigned by:  <small>CADE2B49275740A...</small>	12/31/2021
<b>Jamar Stark</b> <small>CADE2B49275740A...</small>	<b>Date</b>
DocuSigned by:  <small>CADE2B49275740A...</small>	12/31/2021
<b>Tyla McNeill</b> <small>CADE2B49275740A...</small>	<b>Date</b>
DocuSigned by:  <small>902A7BEF22894EA...</small>	12/31/2021
<b>Shawn Schneider, PMIC</b> <b>Southern Touch Property Management, LLC</b>	<b>Date</b>