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**Apr 01 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM SUMTER COUNTY

Court of Common Pleas

R. Ferrell Cothran, Jr., Circuit Court Judge

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Case No. 2024-CP-43-000366

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David Bryan Trapp,

Respondent,

v.

Randal K. Freeman and  
Jenna B. Freeman,

Appellants.

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**RESPONDENT'S MOTION TO DISMISS**

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Respondent, David Bryan Trapp, through his undersigned Counsel hereby moves this Court to dismiss this appeal in its entirety as the controversy is moot.

**INTRODUCTION**

On April 3, 2023, the Respondent filed an Application for Ejectment with the Sumter County Summary Court as Case No. 2023-CV-43-10101594. The Application was filed after the parties' one-year term lease that began February 1, 2022, and ran until February 1, 2023, expired. Timely thirty-day notice of non-renewal had been delivered to Appellants on February 27, 2023. Appellants filed a Verified Answer on April 27, 2023, containing an alternate copy of the lease in which the term of the lease was allegedly two years, expiring February 1, 2024, and requesting a jury trial and a pre-trial hearing pursuant to S.C. Code Ann. §27-40-790 to set bond at the fair

market value of rent. At the pretrial hearing dated August 11, 2023, Judge Bryan K. Griffin ordered Appellants to pay a bond in the amount of \$1,750.00 payable within five (5) days of the date of the hearing and future monthly bond payments were set at \$1,600.00 due on the 1<sup>st</sup> of each subsequent month and no later than the 10<sup>th</sup> of each month throughout the entirety of the matter. After non-payment of the November 2023 bond payment, the Honorable Judge Keith Griffin issued a Writ of Ejectment pursuant to S.C. Code Ann. §27-37-160 on November 21, 2023. Appellant appealed this action and on January 30, 2024, a hearing was held before the Honorable Judge R. Ferrel Cothran, Jr. in the Court of Common Pleas as Case No. 2023-CP-4301865. Judge Cothran remanded the matter back to the Sumter Summary Court for a finding of fact as to whether the Appellants failed to post bond in a timely manner. The Summary Court hearing was held on February 14, 2024, wherein Judge Griffin heard testimony from the Summary Court Clerk, Ms. Yates, as well as testimony from Appellants and made a finding of fact that Mr. Randall Klint Freeman was not a credible witness and failed to timely pay the November 2023 bond, as well as nonpayment of the February 2024 bond, thus finding the prior Writ of Ejectment was proper and the Writ of Ejectment should be re-issued. Appellants appealed again to the Court of Common Pleas where Judge Cothran affirmed the lower court's ruling.

### **LEGAL STANDARD**

“An appellant court will not pass on moot and academic questions or make an adjudication where there remains no actual controversy.” *Jackson v. State*, 331 S.C. 486, 498 S.E.2d 915 (1997). Moot appeals differ from unripe appeals in that moot appeals result when intervening events render a case nonjusticiable. *See Jean Hoefler Toal, Shahin Vafai & Robert A. Muckenfuss, Appellate Practice in South Carolina* 122 (1999). "A case becomes moot when judgment, if rendered, will have no practical legal effect upon [the] existing controversy. This is true when some event occurs

making it impossible for [the] reviewing Court to grant effectual relief." *Mathis v. South Carolina State Highway Dep't*, 260 S.C. 344, 346, 195 S.E.2d 713, 715 (1973). "Our Courts will not address the merits of any case unless it presents a justiciable controversy." *Byrd v. Irmo High Sch.*, 321 S.C. 426, 430-31, 468 S.E.2d 861, 864 (1996) "Justiciability encompasses . . . ripeness . . . and standing." *James v. Anne's Inc.*, 390 S.C. 188, 193, 701 S.E.2d 730, 732 (2010). "Standing is "a personal stake in the subject matter of the lawsuit." *Sea Pines Ass'n for Prot. Of Wildlife, Inc. v. S.C. Dept. of Nat Res.*, 345 S.C. 594, 600, 550 S.E.2d 287, 291 (2001) Jurisdiction is "the authority to decide a given case one way or the other," and "[w]ithout jurisdiction, a court cannot proceed at all in any cause." *Limehouse v. Hulsey*, 404 S.C. 93, 104, 744 S.E.2d 566, 572 (2013). Thus, "when [jurisdiction] ceases to exist, the only function remaining to a court is that of announcing the fact and dismissing the cause." *Id.*

### **ARGUMENT**

The Appellants are purposefully and frivolously attempting to delay their ejection from the property in question. As of February 1, 2024, the Appellants, through their own admission in their filed Exhibit to their Verified Answer, no longer have a legal right to remain in the property. *See* Exhibit A. Both leases filed as Exhibits with the Sumter Summary Court have now expired, and even taken in the light most favorable to the Appellants, this matter is now entirely moot. Any other determination will result in this Court ruling on a matter with no live controversy, and this would continue the Appellants' ongoing attempts to delay this matter past its natural conclusion.

This appeal was filed on February 29, 2024, providing the Appellants knowingly filed this appeal after the expiration of the Appellant's admitted lease expiration. Thus, this matter is in violation of Rule 269 SCACR, which provides:

Where an appeal, petition, motion or return is frivolous or taken solely for the purposes of delay, or is not in compliance with these Rules, the appellate court may

upon its own motion or that of a party, after ten (10) days notice, impose upon offending attorneys or parties such sanctions as the circumstances of the case and discouragement of like conduct in the future may require. This Rule does not apply to any matters where counsel is required by law to pursue an appeal or petition for writ of certiorari even though the matter may be frivolous.

**CONCLUSION**

For the foregoing reasons, the Court should dismiss this appeal as moot and for lack of standing and affirm the Circuit Court's order. Respondent prays to this Court that Respondent has suffered additional damages, court costs, and attorney's fees due to the Appellants constant, frivolous appeals. As such, the Respondent prays this Court imposes such sanctions under Rule 269 as this Court deems appropriate.

Respectfully Submitted,

\_\_\_\_\_  
/s Christopher R. Jay

Christopher R. Jay, Esq (S.C. Bar No.: 100313)  
Cahill Law Firm, LLC  
693 N. Guignard Drive  
Sumter, SC 29150  
Tel. (803) 500-5072  
Fax. (855) 701-1425

\_\_\_\_\_  
/s J. Benjamin Cahill

J. Benjamin Cahill, Esq (S.C. Bar No.: 102437)  
Cahill Law Firm, LLC  
693 N. Guignard Drive  
Sumter, SC 29150  
Tel. (803) 500-5072  
Fax. (855) 701-1425  
**Attorneys for Respondent David Bryan Trapp**

Sumter, South Carolina

April 1, 2024

**BRUNSON LAW FIRM, LLC**

425 NORTH MAIN STREET

P.O. BOX 1507

SUMTER, SOUTH CAROLINA 29151

enewberry@thebrunsonlawfirm.com

Willie H. Brunson, Esq.

Telephone: (803)774-3444

Facsimile: (803)774-3448

**EXHIBIT "A"****FAX TRANSMISSION**

<b>To:</b> Ben Cahill	<b>From:</b> Emily Newberry
<b>Fax:</b> (855) 701-1425	<b>Pages:</b> 11pp
<b>Phone:</b>	<b>Date:</b> 04/28/2023
<b>Re:</b> 2023CV4310101594	<b>CC:</b>

Urgent  For Review  Please Comment  Please Reply  Please Recycle

*Good day, Mr. Cahill: attached find a copy of the Answer filed yesterday. An original, court stamped copy has been placed in the mail to your office as well.*

*-ern*

**THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS COVERSHEET IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.**

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SUMTER )  
 )  
 David B. Trapp, )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 Randal Freeman, Jenna Freeman )  
 ) Defendant. )  
 \_\_\_\_\_ )

**2023CV4310101594**  
 CIVIL CASE NUMBER

**IN THE MAGISTRATE'S COURT**

**DEFENDANT'S ANSWER TO  
 RULE TO VACATE OR SHOW CAUSE**

**(Jury Trial Demanded)**

RECEIVED  
 IN  
 CLERK OF COURT  
 190 E CANAL ST.  
 SUMTER COUNTY  
 SOUTH CAROLINA  
 DATE 4-27-23  
 TIME 4:38 pm

**TO: THE PLAINTIFF AND THE ATTORNEY FOR THE PLAINTIFF:**

**COMES NOW** the Defendant who is in receipt of the Rule to Vacate or Show Cause issued by this Court on April 13, 2023, served upon the Defendant on April 17, 2023, and responds as follows:

1. Defendants request a jury trial on all issues so triable; and/or the
2. Defendants request a pre-trial hearing pursuant to SC Code § 27-40-790 to request that the rent due be paid into the Court while this action is pending; and/or,

**FIRST DEFENSE**

3. Each and every allegation contained in Plaintiff's Application for Ejectment not specifically admitted, modified, or explained herein is denied.
4. Defendants admit that a landlord/tenant relationship exists between the parties.
5. Defendants deny that the terms of the tenancy or occupancy have ended. (see attached exhibit A).
6. Defendants

**THEREFORE**, Defendant respectfully requests that this Honorable Court grant him/her the following relief:

- A. Hold a hearing as soon as feasible to determine the fair-market rental value of the property and set the amount of rent to be paid during the pendency for this action pursuant to SC Code Ann., § 27-40-790.
- B. Enter Judgment dismissing Plaintiff's action.
- C. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

**BRUNSON LAW FIRM, LLC**

**/S/WILLIE H. BRUNSON Bar No. 71990**  
**WILLIE H. BRUNSON, ESQUIRE**  
425 North Main Street  
Post Office Box 1507  
Sumter, South Carolina 29151  
Office: (803) 774-3444  
Fax: (803) 774-3448  
Email: [wbrunson@thebrunsonlawfirm.com](mailto:wbrunson@thebrunsonlawfirm.com)  
Attorney for the Plaintiff

Sumter, South Carolina  
April 27, 2023

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SUMTER )  
 )  
 David B. Trapp, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Randal Freeman and Jenna Freeman, )  
 )  
 Defendants. )

2023CV4310101594  
 CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

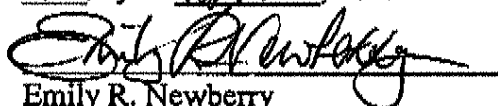
VERIFICATION OF ANSWER TO  
 RULE TO VACATE AND SHOW CAUSE

The Plaintiffs herein duly sworn depose and say that they have read the forgoing *Answer to Rule to Vacate and Show Cause* and know the contents thereof; that the allegations herein made are true of his own knowledge except as to those matters herein stated upon information and belief, and as to those matters, they believe them to be true.

The attached pleadings were prepared by the Brunson Law Firm, LLC at their request. They authorized the aforesaid attorney to file the attached pleadings, to present them to the court, and to serve the attached pleadings upon the Plaintiff named therein by whatever process is necessary, and to seek the relief requested in the attached pleadings.

~~\_\_\_\_\_~~ 04/27/23  
 Randal Freeman Date

Jenna B Freeman 4/27/23  
 Jenna Freeman Date

SWORN BEFORE ME THIS  
 27th day of APRIL, 2023  
  
 Emily R. Newberry  
 Notary Public for South Carolina  
 My Commission Expires: 08/24/2030



### RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina  
County of Sumter

This rental agreement made at 8 Warren Ct, South Carolina, this 1st day of February, 2022, between Rendal Freeman, Jennie Freeman Tenant(s) (hereinafter called "TENANT"), and David B. Trepp Agent for Owner (hereinafter called "LANDLORD"), shall provide as follows:

- 1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- 2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Sumter, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: 8 Warren Ct

Sumter, SC 29180

- 3. **TERMS:** This Rental Agreement shall commence on the 1st day of February, 2022, and end on the 1st day of February, 2024. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

- 4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)

- 5. **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 agreement, 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 the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

- 6. **RENT:** Tenant agrees to pay Landlord a rent of \$ 1600.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 19,200.00. The rent is payable to: David B Trepp or Trepp Construction & Remodeling, LLC or as Tenant may be advised from time to time in writing.

**NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.**

Tenant further agrees to pay a late fee of \$ 50.00 per day if rent is paid after the 5th day of the month, and an additional fee of \$ 50.00 after the 10th day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 0.00 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

[Signature] TENANT [Signature] TENANT AND [Signature] LANDLORD HAVE READ THIS PAGE.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: Randal K. Freeman, Jenna B. Freeman, Brianna K Freeman, Jordan N Freeman, Lincoln T Freeman
- 
- In no event shall more than 6 persons be allowed to occupy said premises.
8. **RETURNED CHECKS:** Tenant agrees to pay \$50.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.
9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.
10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 30 days.
11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: N/A which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.
12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;
- Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.
- It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.
- Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

TENANT  TENANT AND  LANDLORD HAVE READ THIS PAGE.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of  Tenant  Landlord.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord:  stove,  refrigerator,  dishwasher,  disposal,  washer,  dryer,  microwave,  trash compactor,  other: \_\_\_\_\_

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part 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.

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and  
 (b) 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 the Landlord announces intent to enter to perform services; and  
 (c) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The 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 of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

TENANT  TENANT AND  LANDLORD HAVE READ THIS PAGE.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the \_\_\_\_\_ area, and shall receive permanent change of station orders out of the \_\_\_\_\_ area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.
18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.
19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit. If the rental agreement is terminated, the Landlord shall return the security deposit and all prepaid rent. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty.
20. **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 or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date 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 property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) 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) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.
21. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement 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 dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.
22. **SECURITY DEPOSIT:** 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, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement. 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. 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.

~~PE~~ TENANT  TENANT AND  ~~DT~~ LANDLORD HAVE READ THIS PAGE.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following:  pool tags,  keys for mail box,  keys to unit (including deadbolt, storage area),  other \_\_\_\_\_, the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. 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 the Landlord.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.
25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.
27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

TENANT  TENANT AND  LANDLORD HAVE READ THIS PAGE.

28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of \$0.00 and (2) rent for the pet(s) in the total amount of \$0.00, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where the Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.
31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **RENTAL RATE ADJUSTMENT:** 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 only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.
34. **TRUST ACCOUNT INTEREST:** ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.
35. **RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.
37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

[ PT ] TENANT [ SE ] TENANT AND [ PL ] LANDLORD HAVE READ THIS PAGE.

36. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mall: 250 Broad St  
Sumter SC 29150

Phone: (Home) \_\_\_\_\_ (Work) 803-305-1654

38. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or effect.

39. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

40. ADDITIONAL TERMS: None

WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns.

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

[Signature]  
Tenant

Sylvia B. Drapp  
Witness to Tenant

Tenant's Email Address: randall.freeman88@gmail.com

[Signature]  
Tenant

Sylvia B. Drapp  
Witness to Tenant

Tenant's Email Address: purplefreeman1617@gmail.com

David B. Trapp  
Landlord

[Signature]  
Witness to Landlord

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