

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
)
)

2025CP4001380
IN THE COURT OF COMMON PLEAS

2024CV4010504191
RETURN OF THE CIVIL APPEAL

Dream Investment Realty, LLC
dba PMI Palmetto
PLAINTIFF,

VS

Cayce Brainard,
DEFENDANT.

RICHLAND COUNTY
FILED
APR 1 10
2025 MAR 31 AM 11:02
JANETTE W. McBRIDE
Clerk, C.C.P., G.S., & F.

This matter is on appeal from the Magistrate Court of Richland County South Carolina, the Honorable M. David Scott, Presiding Judge.

Dream Investment Realty, LLC, doing business as PMI Palmetto, the Plaintiff in the Magistrate's Court case, filed a Rule to Vacate or Show Cause on December 30, 2024, against Cayce Brainard alleging the tenant failed or refused to pay the rent when due or demanded in the amount of \$1,506.34. Richland County Sheriff's Deputy J. Baker personally served Defendant Brainard with the Rule to Show Cause at 116 Harper Park Road, Irmo, South Carolina, 29063 on January 6, 2025. Defendant Brainard requested a hearing on January 16, 2025.

The matter was heard by Judge M. David Scott on February 6, 2025. The court ruled in favor of Plaintiff based on its finding that Defendant was in arrears for rent and presented no lawful defense at trial. The court awarded possession of the subject premises to Plaintiff and ordered Defendant to vacate the property on February 13, 2025. With the consent of the Landlord, the writ was suspended through the close of business on February 17, 2025, on the condition that the tenant become current on her rent (including late fees, utilities, and court costs as provided in the written lease) by the close on business on February 17, 2025. On February 26, 2025, the Landlord provided the court with an affidavit that the tenant had not become current on her rent and still had an outstanding balance. I issued the writ of ejection on February 26, 2025. The proceedings were recorded electronically.

Defendant Brainard served the Dutch Fork Magistrate with the Notice of Appeal on March 3, 2025.

RECEIVED

Aug 01 2025

SC Court of Appeals

Summary of Testimony/Motions/Exhibits

Testimony:

Plaintiff: Sharon Chapman (“Chapman”), the owner of and non-lawyer representative for Dream Investment Realty, LLC, doing business as PMI Palmetto, testified the tenant, Cayce Brainard (“Brainard”) had a written lease for the subject property that began on October 13, 2024 ran through October 31, 2025. Chapman testified the monthly rate of rent was \$1,650.00 of which Columbia Housing Authority paid \$1,464.00 and Brainard was responsible for the balance of \$186.00 per month, plus utilities. Brainard incurred a late fee of \$50.00 if the rent was not paid by the 6th of the each month and an additional late fee of \$10.00 per day (after the 6th) until the rent was paid in full. Chapman testified that as of the time of the hearing, Brainard was \$1,414.43 behind on rent, late fees, utilities and legal fees, as provided in the lease, as of the date of trial. Chapman testified the lease required the tenant to have all utilities in her name and as of the date of the hearing, the sewer utility in the amount of \$74.91 per month was still being billed to and paid by the property owner.

Defendant: Cayce Brainard testified she was behind on her rent, but not in the amount stated by Chapman. According to Brainard, she was behind \$166.68 plus the February late fee of \$50.00 leaving her an outstanding balance of \$216.68 at the time of trial. She explained there had been confusion since she moved in because the lease started on October 13, but she was not given possession until October 15 and no adjustment or pro-ration of rent had been made to her account based on the delay in taking possession. (Chapman maintained Brainard had in fact been given possession of the dwelling on October 13, the date set forth in the contract.). She further explained that she had attempted to get the sewer bill transferred to her name but the sewer utility would not allow her to do so.

Exhibits and Objections: Neither party offered trial exhibits or made any trial objections.

Motions:

Brainard made a motion to reconsider and I denied the motion.

Attached are copies of the following:

- Landlord-Tenant Application for Ejectment
- Landlord-Tenant Rule to Show Cause
- Hearing Request Documentation
- Court Summons
- Order of Disposition
- Affidavit of Non-payment
- Notice of Civil Appeal
- Bond to Stay Execution on Appeal
- Summary of Witness Testimony/Exhibits/Motions

March 31, 2025

DATE



JUDGE M. David Scott

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
)

2024CV4010504191
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
CERTIFICATE OF TRANSMITTAL

Dream Investment Realty, Llc
D/B/A Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169
(803) 830-5589

PLAINTIFF(S)

Vs

Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

DEFENDANT(S)

The original / certified copy complaint and all associated paperwork in reference to the above listed civil case is being transmitted for disposition to the court listed below:

Date of Transmittal: April 1, 2025
Transmitted to: Clerk of Court - 2025CP4001380
Transmitted by: Richland County Dutch Fork Magistrate
Civil Case No.: 2024CV4010504191
Comments: Appeal Return
By Order of Judge: M. David Scott
Order Dated: 04/01/2025

RICHLAND COUNTY
FILED
APR 1 2025
2025 MAR 32 AM 11:02
CAYCE W. Mc...

Received and verified by *Alicia Tubbs* on April 1, 2025

Please Return To:
Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC 29210
Phone: (803) 576-2540
Fax: (803) 576-2545

STATE OF SOUTH CAROLINA

COUNTY OF Richland

Dream Investment Realty
Plaintiff(s)

vs.

Cayce Brainard
Defendant(s)

Submitted By: Cayce Brainard
Address: 116 House Park Rd IMMO SC

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2024-CP-4010504/191

2025CP4001380

SC Bar #: _____
Telephone #: _____
Fax #: _____
Other: _____
E-mail: _____

DUTCH LEAK MAGISTRATE
25 MAR 3 AM 9:59

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 <u>-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Label (380) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input checked="" type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|--|---|---|---|

Submitting Party Signature:

Cayce Brainard

Date: 2/16/25

2025CP4001380

COMMON PLEAS CASE NUMBER

2024CV401050491
MAGISTRATE CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

COUNTY OF Richland

APPELLANT(S)

VS.

RESPONDENT(S)

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The plaintiff/defendant (circle one), Cayce Brainard hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Richland.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the _____ day of _____, 2025.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I had physical documentation to prove I had already paid the items in question and new items were being charged to the account and not explained after multiple requests to the plaintiff. Judge did not disclose an exact amount to pay leaving to interpretation for both parties. Documents should have been allowed to be presented to the court before a decision was rendered as they held to the judgement.

DUTCH FORK MAGISTRATE
25 MAR 3 AM 9:00

Dated: 2/16/25

Cayce Brainard
Appellant (or his attorney)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
_____)
)

2024CV4010504191
CIVIL CASE NUMBER
MAGISTRATE'S COURT

BOND TO STAY EXECUTION ON APPEAL

Dream Investment Realty, Llc D/B/A
Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169
(803) 830-5589

LANDLORD

Vs
Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above-entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on March 14, 2025, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$ 196.00 per month due on the 1st day of each month on April 1, 2025 and the first day of the month thereafter, until the appeal is resolved. In addition, the Tenant is ordered to pay \$ 190.90 for arrearages, from March 19, 2024 due no later than March 19, 2025. All payments due under this bond are to be made by cashier's check or money order, made payable to Pmi Palmetto and delivered to the Dutch Fork Magistrate at 1019 Beatty Road, Columbia, SC 29210.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on 3/14/25
Cayce Brainard Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s). The landlord or representative is to retrieve the rent payments within seven (7) days or the payments will be returned to the remitter.

Dated on March 14, 2025
[Signature]

JUDGE M. DAVID SCOTT
Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC 29210
Phone: (803) 576-2540 Fax: (803) 576-2545

2024CV400504191

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF Richland

Dream Investment Realty, LLC
d/b/a PMI Palmetto
744 Sunset Blvd, Suite 103
West Columbia, S.C. 29169

PLAINTIFF(S)

APPLICATION FOR
EJECTMENT
(Eviction)

VS.

Cayce Brainard
116 Harper Park Rd
Fleming, SC 29063

DEFENDANT(S)

I, Sharon Chapman /PMI Palmetto, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate Dutch Fork Magistrate which is described as: (address and description of premises – apartment, house, etc.) I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Cayce Brainard, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

Grounds for this ejectment are one or more of the following:

- The tenant fails or refuses to pay the rent when due or when demanded in the amount of \$ 1,506.34; or
- The term of tenancy or occupancy has ended; or
- The terms or conditions of the lease have been violated as follows:

Sworn to before me
this 30th day of December, 2024

Lidia Vicks
Magistrate or Notary Public for South Carolina

My Commission expires Aug. 21, 2034

Designated by: Sharon Chapman
 PLAINTIFF (or his attorney/agent)
 744 Sunset Blvd, Suite 103
 Address West Columbia, S.C. 29169
 City/State/Zip 803-830-5589
 Phone Number Sharon@pmipalmetto.com

JEANNETTE W. MCBRIDE
C.O.P., G.S., & F.C.

2025 MAR 02 AM 11:01

FILED

SCCA/732 (Amended 11/2019)
RICHLAND COUNTY

RESIDENTIAL LEASE

1. PARTIES. The parties to this Residential Lease ("Lease") are:

Landlord/ Landlord Broker: PMI Palmetto
Cayce Brainard
Tenant(s): _____

2. PROPERTY. Landlord leases to Tenant(s) the following real property ("Property"):

Street Address: 116 Harper Park Rd
City, State, Zip: Irmo, SC 29063

In, South Carolina, together with the following non-real property items:

3. ACTING PROPERTY MANAGER.

Landlord's broker, **PMI Palmetto** will act as the property manager for Landlord. All future inquiries about this Lease, including but not limited to, rental payments, security deposits, and requests for repairs should be directed to the property management company and can be reached as follows:

Company Phone: **803-830-4287**

E-mail: sharon@pmipalmetto.com
karen@pmipalmetto.com
dalton@pmipalmetto.com

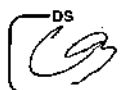
4. TERM; TERMINATION.

a. Primary Term: The primary term of this Lease begins and ends as follows:

Commencement Date: 10/13/2024 Expiration Date: 10/31/2025

b. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent daily for a delay caused by construction or a prior tenant holding over. **This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.**

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c. Automatic Renewal of Term; Termination. Upon expiration of the Primary Term, this Lease Shall automatically renew on a month-to-month basis and payment shall automatically increase by 10% unless Landlord or Tenant provides the other party written notice of termination not less than 30 days before the Lease Expiration Date.

(The Primary Term and any renewal thereof are referred to herein as the "Term".) If this Lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party, with the Lease termination being effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the effective termination date.

Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death. If Landlord agrees to an early termination, a fee of \$500 plus 2 month's rent will be due. However, Tenant(s) may have special statutory rights to terminate the Lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking. If Tenant believes it may be entitled to utilize such statutory provisions, Tenant should contact Landlord.

5. RENT.

a. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ 1,650.00 for each full month during this Lease PLUS the monthly tenant portal fee of \$ 10.00 and any other optional items. For a total monthly due in the amount of \$ 1,660.00.
(See Summary Fees at end of Lease)

The first full month's rent is due and payable no later than the 1st of each month. Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the 1st day of each month during this Lease. (The due dates listed above are collectively referred to herein as the "**Due Dates**".) Weekends, holidays and mail delays do not excuse Tenant's obligation to pay rent timely.

PMI accounting is First In First Paid: Meaning any late fees assessed in a prior month will be paid first before rent.

There will be no rent increases through the Primary Term of the Lease. However, if the Lease auto-renews on a month-to-month basis, the monthly rent will increase by 10% pursuant to Paragraph 4(c) above.

b. Prorated Rent: On or before 10/13/2024 I will pay \$ 1,021.29 as prorated rent including any additional fees from the Commencement Date through the last day of the month in which this Lease begins.

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^{DS}
[Signature]

c. Place of Payment: Tenant shall make all payments due to Landlord on-line through the tenant portal (Preferred) or by mail to **PMI Palmetto 744 Sunset Blvd. Suite 103, West Columbia, SC 29169**. It is the Tenant's sole responsibility to get the rent to **PMI Palmetto** by the due date, regardless of holidays or weekends; it is not the responsibility of **PMI Palmetto** to go to the premises, or elsewhere, to retrieve the rent.


d. Method of Payment: Management will accept payment, of any monies due and owing Management; in any of the following forms:

Auto Pay: Tenants have the option of scheduling their payments through the Tenant Portal, manually or automatically.

Check, Money Order, Certified Check, or Cashier's Check: Upon Landlord approval, Tenants can drop off or mail in payments made payable to **PMI Palmetto**. A **\$20.00** processing fee will apply and shall be included in addition to the rent amount. If Check is denied by bank for any reason, all future rents to be paid by Money Order, Certified Check or Cashier Check and must have a 6 month good payment history to be allowed to pay through the portal in future.

e. Late Fees and Unpaid Rent: **IF RENT IS UNPAID WHEN DUE AND TENANT FAILS TO PAY RENT WITHIN FIVE (5) DAYS FROM THE DATE DUE, THE LANDLORD MAY TERMINATE THE LEASE. THIS IS YOUR NOTICE, YOU WILL NOT RECEIVE ANY ADDITIONAL NOTICE AS LONG AS YOU RESIDE IN THE LEASED PREMISES.**

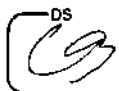
Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The landlord may elect to accept payments after the 5th day of the month, but a \$50.00 initial late penalty and an additional \$10.00 per day will be charged and due. If rent is not received, or you have not contacted us to make acceptable payment arrangements on or before the 10th of the month, you may be turned over to the Magistrate. We will not accept checks after the 10th of the month. **Cash or other certified funds only. The Security Deposit is not to be used by the tenant in place of rent at any time.**

Tenants Initials _____ 

f. Returned Payment: Tenant will pay Landlord **\$50.00** for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, PLUS any late charges, until Landlord receives payment in full.

g. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant (e.g., late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges) and then to rent.





h. **Document Preparation Fees:** Tenant is required to pay the following document preparation fees associated with the Lease: (i) \$100.00 Lease preparation fee; and (ii) \$50.00 for any Lease amendments (e.g., renewals, tenant changes, lease terms, etc.). Following the Primary Term, if the Lease is renewed under a new, written lease agreement, Tenant's will owe a second Lease preparation fee of \$50.00.

6. SECURITY DEPOSIT. The Security Deposit shall be administered in accordance with the South Carolina Residential Landlord and Tenant Act (**SC Code § 27-40-410 (a)**)

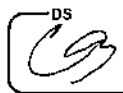
a. **Payment.** On or before execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of \$ 3,300.00.

b. **Application of Funds.** No interest or income will be paid to Tenant on the security deposit. Landlord shall have **30 days** from Tenant's surrender of the Property and be paid to former tenant via the banking information provided in the tenant's portal or by mail to an address provided by tenant in writing. Landlord will provide Tenant an accounting for refund of the Security Deposit for any reductions to the deposit.

Landlord may deduct from the Security Deposit amounts permitted under the South Carolina Residential Landlord and Tenant Act. (**SC Code § 27-40-410**). If deductions exceed the Security Deposit the Tenant will pay Landlord, the remaining amount within **10 days** after Landlord makes written demand.

Landlord may deduct from the security deposit:

- Damages to the Property, excluding normal wear and tear and all reasonable costs associated with the repairs to the Property.
- Costs for which Tenant is responsible to clean, deodorize, sanitize, exterminate, and maintain the Property.
- Unpaid or accelerated rent or unpaid late charges.
- Unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease.
- Unpaid pet charges.
- Replacing unreturned keys, garage door openers, security devices, or other components plus cost to rekey certain security devices.
- The removal of unauthorized locks or fixtures installed by Tenant.
- Landlord's cost to access the Property if made inaccessible by Tenant.
- Missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date.
- Packing, removing and storing abandoned property.
- Removing abandoned or illegally parked vehicles.
- Costs of reletting if Tenant is in default.
- Attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant.



- Mailing costs associated with sending notices to Tenant's for any violations of this Lease.
- Any other unpaid charges or fees or other items for which Tenant is responsible under this Lease.
- Cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord.
- Damages to the Property caused by smoking, vaping, including but not limited to stains, burns, odors, and removal of debris; and
- If deductions exceed the Security Deposit, Tenant will pay Landlord the remaining amount within 10 days after Landlord makes written demand.

7. UTILITIES.

a. Tenant will transfer utilities into their name prior to occupancy and will pay all connection fees, service fees, usage fees and all other costs and fees for all utilities to the Property (for example, water, electricity, gas, wastewater, garbage, alarm monitoring systems, cable, and internet connections).

Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: water, gas, electricity and wastewater.

Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

b. There shall be a **\$50.00** monthly charge for processing utility bills and payments for any Tenant who fails to put the utilities in their name or have failed to make their utility payments on time. These utilities and charges shall be paid from payments made by the tenant before rent is processed. (This fee shall not apply to those utility bills that **MUST** be charged through the Tenant Portal, i.e., water districts.)

c. Tenant shall **NEVER** have the utilities shut off. Tenant shall place the utilities in Tenant's name effective the first day of the lease. Failure to place utilities in Tenants name shall be a breach of this lease. Tenant agrees that a copy of this Lease, at the option of Management, may be provided to any public or private utility company providing services to the property and Management shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Tenant. If, for any reason, Tenant has the utilities turned off, Management will charge a reconnect fee of **\$50.00** per utility plus any utility company charge. Failure to pay utilities when due shall be a breach of this lease.

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^{DS}
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8. USE AND OCCUPANCY.

a. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are (*include names and date of birth of all occupants*):

NAME(S):

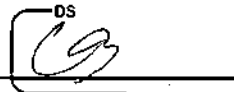
DATE OF BIRTH:

b. Assignment, Subletting and Replacement Tenants: Tenant may not assign this Lease, sublet the Property, or substitute tenants without Landlord's written consent. Any assignee, subtenant, or replacement tenant must, in Landlord's sole discretion, be acceptable as a tenant and must sign: (i) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (ii) a sublease with terms approved by Landlord; or (iii) an assignment of this Lease in a form approved by Landlord. Should Landlord agree to an assignment, sublet, or replacement tenant, **Tenant will pay Landlord \$ 200.00**. Unless expressly stated otherwise in an assignment or sublease, Tenant's will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without Landlord's written consent is voidable by Landlord.

c. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

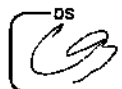
d. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

TENANT INITIALS: _____



e. Prohibitions: Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (i) any activity which is a nuisance, offensive, noisy, or dangerous; (ii) the repair of any vehicle; (iii) any business of any type, including but not limited to





child care or day care; (iv) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenants; (v) any illegal or unlawful activity; or (vi) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

f. Guests. Should unauthorized occupants be found by the Landlord residing in, or appearing to be in control of the premises, Tenant understands and agrees to pay a fee of two times (2x) their monthly rental charge, for each month that any unauthorized occupants are found in the property. NOTE: This provision is not negotiable. Please note that it is the fiduciary responsibility of the Landlord/Property Management Company to the owner of the premises (but not to any proposed or future tenant or Tenant) to vigorously screen and approve any potential tenants of a property in their care. Any violation of this section shall be grounds for immediate eviction and collection of any outstanding fees. An unauthorized occupant is any guest (regardless of familial relationship) staying longer than 7 days, without prior approval of the Landlord.

g. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

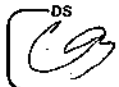
9. PARKING RULES.

Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing.

Tenant may not park or permit any person to park any vehicles in the yard. First offense you will receive a warning. After that there will be a \$50 Violation Fee per occurrence.

Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant's may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

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A rectangular box containing a handwritten signature that appears to be "CS" and a small "DS" in the top right corner.

10. PETS.

a. Unless the parties agree otherwise in writing, Landlord ~~WILL~~ ~~WILL NOT~~ allow pets in the Property (excluding mammal, reptile, bird, fish, rodent, or insect). (A certified service animal or emotional support animal is not considered a pet, but Tenant must provide legal documentation for such animals and go through Landlord's screening process prior to having any such animals on the Property.) Tenant will be charged additional rent, and an initial amount of **\$400.00** non-refundable pet fee (per pet) and \$ N/A per month thereafter. Pet Rent based on Pet Screening FIDO score.

b. When taking any action under this Paragraph, Landlord will not be liable for any harm, injury, death, or sickness to any pet. It is a privilege to have a pet in a rental property. Tenant shall be responsible for all damage done by animals to the property. **PET ODOR AND PET STAINS SHALL NEVER BE CONSIDERED NORMAL WEAR AND TEAR.** This type of damage shall always be the Tenant's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the Tenant.

c. If Tenant violates the pet restrictions landlord may take the following action:

- Remove or cause to be removed by the appropriate local authorities any unauthorized pet by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet;
- Charge to Tenant the Landlord's cost to remove any unauthorized pet, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized pet.

11. ACCESS BY LANDLORD.

a. Advertising: Landlord may prominently display a "For Sale", "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

b. Access: Landlord or anyone authorized by Landlord may enter the Property at reasonable times to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Landlord will attempt to contact Tenant by providing 24 hour written notice (phone, text or email) prior to entering the leased premises. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (i) survey or review the Property's condition and take photographs to document the condition; (ii) make emergency repairs; (iii) exercise a contractual or statutory lien; (iv) leave written notices; or (v) seize nonexempt property if Tenant is in default of this Lease.

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c. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of **\$50.00** during working hours and **\$75.00** for after working hours. Working hours are 8:00 AM – 5:00 PM Monday thru Friday.

d. Key box: Tenant authorizes Landlord or its agent to place a key box on the Property, containing a key to the Property, during the last 30 days of this Lease or if Landlord lists the Property for sale with a Licensed broker during the Term of this Lease. Tenant may withdraw authorization to place a key box on the Property by providing written notice to Landlord and paying Landlord a fee of **\$75.00** as consideration for the withdrawal. Landlord will remove the key box within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the key box does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 11(b). If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 11(c).

e. Waiver of Liability. LANDLORD AND ITS AGENTS ARE NOT RESPONSIBLE TO TENANT, TENANT'S GUESTS, FAMILY, OR OCCUPANTS FOR ANY DAMAGES, INJURIES, OR LOSSES ARISING FROM THE USE OF THE KEY BOX UNLESS CAUSED BY THE NEGLIGENCE OF LANDLORD OR ITS AGENTS

12. MOVE IN CONDITION.

Landlord makes no express or implied warranties as to the Property's condition. Tenant represents and warrants that they have inspected the Property and accept the Property AS-IS, except as follow:

N/A

Tenant's will be provided a copy of the Move In Inspection report performed days before occupancy. Tenant's will review the inspection report and communicate to management company any other items discovered that may not be present on the inspection report within **5 days** of the Commencement Date of the lease. If Tenant fails to timely deliver this response, the Property will be deemed to be free of damages, unless otherwise expressed in the Lease.

Any items conveyed to the management company is not a request for repairs but, rather notification of the existing conditions at move in so that they are not held responsible at move out for those conditions. Tenant must direct all request for repairs in compliance with Paragraph 16(a). NOTE: Anything not operable, or identified as a safety or security matter, should be immediately submitted for repair on a work order through the maintenance portal.

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13. MOVE-OUT.

Upon termination of this Lease, Tenant's will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant's will leave the Property in a clean condition free of all trash, debris, and any personal property. The term "normal wear and tear" means deterioration that occurs from normal use, and without negligence, carelessness, accident, or abuse. The term "surrender" means when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs: (i) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or (ii) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease. Any personal property left on the Property shall be considered abandoned and shall become the personal property of Landlord. As allowed by law, Landlord may: (i) dispose of such personal property in the trash or a landfill; (ii) give such personal property to a charitable organization; or (iii) store and sell such personal property. Tenant must reimburse Landlord for its reasonable costs related to packing, removing, disposing, storing, and/or selling the personal property.

14. HOLDOVER.

If Tenant fails to vacate the Property at the time this Lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated daily, and will be immediately due and payable daily without notice or demand.

15. PROPERTY MAINTENANCE.

a. Tenant's General Responsibilities: During the Lease Term, Tenant, at Tenant's expense, agrees to: (i) keep the Property clean and sanitary; (ii) promptly dispose of all garbage in appropriate receptacles; (iii) change heating and air conditioning filters quarterly (at a minimum); (iv) supply and replace all light bulbs, fluorescent tubes and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes and other devices (of the same type and quality that are in the Property on the Commencement Date); (v) maintain appropriate levels of necessary chemicals or matter in any water softener; (vi) take action to promptly eliminate any dangerous condition on the Property; (vii) take all necessary precautions to prevent broken water pipes due to freezing or other causes; (viii) replace any lost or misplaced keys; (ix) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for any insects, bed bugs, rodents and other animals unless otherwise required by law; (x) remove any standing water; (xi) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; (xii) water the lawn of the Property at reasonable and appropriate times; (xiii) without Landlord's prior written consent, Tenant shall not: make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings, or window guards; install or remove any existing alarm systems, locks, air-conditioning units, space heaters,

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antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures; (xiv) tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Management; and (xv) promptly notify Landlord or its agent, in writing through the tenant portal and/or via email, of all needed repairs, in accordance with Paragraph 16(a). *Phone notice, text messages, statements to vendors or Landlord staff, will not be accepted as proper notice.*

b. Yard Maintenance: Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times, in a manner that ensures the yard (including grass, shrubs, trees, flowers, plants, etc.) are sufficiently watered and maintain a proper appearance. Tenant shall disconnect any hoses from faucets before any freeze and or first freeze each year to prevent freezing and other damage. If Tenant fails to remove any hose, Tenant shall be responsible for all resulting damages.

“Maintaining the yard” means to perform activities to keep the yard in good appearance, including but not limited to mowing the lawn weekly, fertilizing the lawn, trimming trees and bushes, weeding flower beds, controlling pests and weeds, and removing debris.

c. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/ Spa Maintenance Addendum.

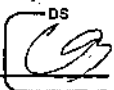
d. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not (i) remove any part of the Property or any of Landlord's personal property from the Property; (ii) remove, change, add, or rekey any lock; (iii) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling; (iv) permit any furniture or aquariums containing water (e.g. waterbeds) on the Property; (v) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems; (vi) alter, replace or remove flooring material, paint, or wallpaper; (vii) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2; (viii) keep or permit any hazardous material on the Property such as flammable or explosive materials; (ix) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased; (x) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; (xi) cause or allow any lien to be filed against any portion of the Property; (xii) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property; or (xiii) keep or permit in, on, or about the Property boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles at any time without written permission of Landlord.

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e. Failure to Maintain: If Tenant fails to comply with any provision of this Paragraph 15 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 18(b), perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agent or any other entity as provided by law.

f. Smoking: Smoking and vaping (hereafter referred to collectively as "smoke" and "smoking") by Tenant, Tenant's guests, family, or occupants is **NOT** permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 18(b) and/or Landlord may deduct from the Security Deposit damages to the Property caused by smoking, including but not limited to stains, residue, burns, odors, and removal of debris.

TENANT'S INITIALS _____ 

g. Residential Benefit Program: **If Tenant signs up for \$30 Resident Benefit Program.** A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days. Tenant's shall properly install the filter that is provided within **two (2) days** of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system caused by Resident's neglect or misuse.

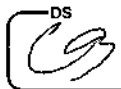
16. REPAIRS; RE-KEYING; REPLACEMENT.

a. Repair Requests: All requests for repairs should be sent online to:

<https://www.arkland.com/tenant/pm-palmetto>

This link is also accessible from our website Under the Resource tab, Resident Resources, by clicking **Maintenance Request**. If online issues it may be in writing and delivered to the person or entity designated in Paragraph 3 at the physical address or email address listed therein. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair, unless otherwise required by law. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager at **803-830-5589**. Ordinarily, a repair to the heating and air conditioning system is not an emergency. Failure to strictly follow the procedures in this Paragraph 16 may cause Tenant to be in default of the Lease.





b. Failure to Make Repairs Involving Physical Health or Safety: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this Lease or under S.C. Code § 27-40-440, Tenant may be entitled to exercise remedies under the S.C. Code § 27-40-630.

c. Completion of Repairs: Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

d. Payment of Repair Costs: Except as otherwise specified in this Lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described above. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence: (i) heating and air conditioning systems; (ii) water heaters; or (iii) water penetration from structural defects.

Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord will NOT pay to repair, and it will be the Tenant's responsibility to pay to repair, the following items unless caused by Landlord's negligence: (i) conditions caused by Tenant, Occupant, or any guest or invitee of Tenant; (ii) damage to doors, windows, and screens; (iii) damage from windows or doors left open; (iv) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; (v) items that are cosmetic in nature with no impact on the functionality or use of the item.

e. No Show Charges: If a repair person is unable to access the Property after making arrangements with Tenant's to complete the repair, Tenant will be responsible for paying any fees charged by the repair person.

f. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this paragraph for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this paragraph for which Tenant is responsible.

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g. Security Devices and Exterior Door Locks: All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with the Property Code and may be installed only by contractors authorized by Landlord. If Tenant vacates the Property in breach of this Lease, Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey security devices.

h. Smoke Alarms: S.C. Code § 5-251330 requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant's to civil penalties and liability for damages and attorney fees.

17. ADDITIONAL FEES AND COSTS.

Rekey

a. If tenant creates the need to have the home re-keyed during the tenancy, tenant agrees to pay a Re-key Fee of **\$50.00** plus the cost of rekeying.

b. Resident Liability Program: During the Term of the Lease, Tenant is required to secure and maintain a liability insurance policy, in an amount of not less than \$100,000.00 ("minimum required insurance" or "MRI"), and Landlord (and, if Landlord has a property manager, the manager) must be named as an additional insured and interested party on this policy. Tenant agrees and acknowledges that the insurance mandated herein is not a renter's insurance policy and does not cover any of Tenant's personal belongings, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If Tenant fails to provide Landlord with evidence of MRI, the MRI required by this Agreement may be satisfied by Landlord scheduling the Premises for coverage under the Resident Liability insurance policy ("RL"), at a cost to the Tenant as part of the Residential PMI Benefit Package. Landlord's Insurance and Residential Liability Insurance does not cover Tenant from loss of personal property. *Landlord highly recommends that Tenant obtain renter's insurance liability policy and insurance for casualties such as fire, flood, water damage, and theft.*

d. After Hours Visit: Tenant will be charged **\$75.00** an hour for after-hours assistance provided by Landlord or its agents, due to Tenant's acts or omissions. "After-hours" means any time other than Monday through Friday, 8 am to 5 pm.

e. Verification of Rent: Tenant will be charged cost, plus **\$50.00** for each information disclosure requested by Tenant (i.e., payment history needed for loan, etc.).

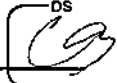
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f. Eviction Processing: If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant any fees/costs in accordance with (S.C. Code § 27-40-710(A)) filing fees charged by the court, (ii) service of process costs, (iii) Complaint Filing Fee, Court-Appearance Fee, Second Trial Fee, and Out-of-Pocket Expenses, including but not limited to reasonable attorneys' fees, all as set forth in (S.C. Code§ 27-40-710(A)).

Tenant shall pay an eviction process fee of \$100.00 per eviction attempt ("Eviction Attempt"). Tenant's will also be charged all related fees and expenses, according to actual costs incurred by Manager, or any third parties retained by Manager, resulting from the eviction process. Manager reserves the right to submit unpaid balances to a collection agency, and Tenant agrees that Tenant will be responsible for any fees charged by such collection agency.

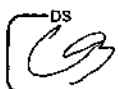
g. Final Walk-Through Coordination: Tenant will be charged \$100.00 for the Landlord to facilitate the final move-out walk-through and coordinate any needed vendor visit to the Property in accordance with move out forms and documentation.

TENANT'S INITIALS: _____ 

18. DEFAULT:

- a. Landlord. If Landlord breaches this Lease and fails to cure such breach within **10 days** after receipt of written demand from Tenant, Tenant may seek relief allowed for under this Agreement or by law.
- b. Tenant. If Tenant fails to timely pay all amounts due under this Lease or otherwise breaches this Lease, Tenant will be in default, resulting in, as allowed by law, (i) Landlord having the right to terminate this Agreement; (ii) Tenant's right to occupy the Property by providing Tenant with a written notice to vacate; (iii) without notice or demand, Landlord accelerating all unpaid rents which are payable during the remainder of this Lease or any renewal period; and/or; (iv) Tenant being liable for any lost rent, Landlord's cost of reletting the Property (including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary), all costs associated with notices or eviction (including but not limited to attorney's fees and costs), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges); and (v) any other recovery for which Landlord may be entitled under this Agreement or by law. Notwithstanding, Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.





19. WAIVER OF LIABILITY.

Unless caused by Landlord's gross negligence, Landlord and its agents (including any property manager) shall not be responsible to Tenant, Tenant's guests, family or occupants for any damages, injuries, or losses to person or property caused by weather (e.g. fire, flood, water leaks, ice, snow, hail, winds, lightning), explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), acts or omissions of Tenant(s), occupants or guests, or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

20. SUBORDINATION.

This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

21. CASUALTY LOSS OR CONDEMNATION.

Property's Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

22. SPECIAL PROVISIONS.

~~\$100 Lease Set Up Fee, \$3,300 Double Security Deposit - \$1650 at lease signing and \$925 on 11/1/24 and again on 12/1/24, \$1650 base monthly rent and \$10/month tenant portal.~~

23. TENANT REPRESENTATIONS.

Each Tenant represents and warrants that the representations made in this Lease and any rental application are true and accurate. Any misrepresentation shall constitute default by Tenant.

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24. MISCELLANEOUS.

- a. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- b. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- c. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- d. Waiver: Landlord's past delay, waiver, or non-enforcement of any right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- e. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.
- f. Governing Law: The laws of the State where the Property is located governs the interpretation, validity, performance, and enforcement of this Lease.
- g. Attorney's Fees: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and other costs of the legal proceeding from the non-prevailing party, as permitted under applicable law.
- h. Notices: Any notice required or permitted under the terms of this Lease or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid the appropriate address listed or referenced herein, or (c) sent via email at the email address listed or referenced herein. Either party may change its address or email address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, **three (3) business days** after deposit in the mail as set forth above, one day after delivery to an overnight air courier service, or on the date the email is verified as being received through a "read receipt." Notices to Landlord shall be sent to the person or entity listed in Paragraph 3, at the address or email listed in Paragraph 3. Notices for all Tenant(s) shall be sent to the person listed below at the address listed below. Tenant(s) agree that such notice is sufficient and shall be considered received by all Tenants listed under this Lease, when sent to the person listed below.

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Tenant:

Name: _____

Address: _____

Email: _____

Phone: _____

i. Authority: Each party to this Lease represents that he or she is of legal age and has full authority to enter a Lease.

26. FURTHER INFORMATION.

a. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

b. The brokers to this Lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

c. Unpaid rent and any unpaid amount under this Lease is reportable to credit reporting agencies.

d. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this Lease and Tenant is not in breach of this Lease.

e. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to named person.

Name: _____

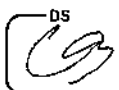
Address: _____

E-mail: _____

Phone: _____

f. The parties acknowledge that they have entered this Lease for consideration and that this Lease is binding upon the execution date listed below in the signature lines.

 A square box containing the initials "SC" and a small "DS" in the top right corner.

 A square box containing a handwritten signature that appears to be "CG" and a small "DS" in the top right corner.

g. Summarization of fees due to Landlord:

Lease Set Up Fee	100.00
Security Deposit	<u>3,300 (dbl SD - \$1650 now, \$825 - 11/1 & 12/1/24)</u>
Rent	<u>1,650.00</u>
Tenant Portal Fee	<u>10.00</u>
Non Refundable Pet Fee	<u>N/A</u>
Pet Rent	<u>N/A</u>
Other	<u>N/A</u>
TOTAL	<u>4,421.29</u>

READ THIS LEASE CAREFULLY.

If Tenant does not understand any provision of this Lease, consult an attorney BEFORE signing.

Landlord:

By: N/A
Title: N/A

Date: N/A

Or Signed for Landlord under written property management Agreement or power of attorney:

By: DocuSigned by:
Sharon Chapman
84475018981A435...

Date: 10/11/2024 | 3:10 PM PDT

Sharon Chapman/5942
Broker's Printed Name/ License No.

PMI Palmetto
Firm Name

TENANT(S):

Signature: _____
Cell: _____

Date: _____
Email: _____

Signature: Signed by:
[Signature]
Cell: 803-477-4385
63870A591C848D...

Date: 10/11/2024 | 1:20 PM HAST
Email: Mrskelly4evr@gmail.com

Signature: _____
Cell: _____

Date: _____
Email: _____



Tenant Ledger



Date Range: all time
Lease: equals 116 Harper Park Road, Irmo, SC 29063 (Cayce Brainard)
Company:PMI Palmetto
Unit:116 Harper Park Road, Irmo, SC 29063
Lease Status:Active - Active
Tenants:Cayce Brainard
Phones:(803) 477-4387
Move In Date:10-13-2024
Move Out Date:
Lease End Date:10-31-2025
Rent Amount:\$1,650.00
Deposit Balance:\$2,637.00

23 Record(s) as of 12-30-2024 9:03 am

DATE	CONTACT	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
12-13-2024		Utilites - RES - Sewer Bill	\$305.73		\$1,506.34
12-06-2024		Late Fee - Late Fee	\$290.00		\$1,200.61
12-04-2024	Cayce Brainard	Check Payment (Check #: 289561) - 289561		\$1,464.00	\$910.61
12-01-2024		Security Deposits - RES - Security Deposits - RES	\$825.00		\$2,374.61
12-01-2024		Rent - RES - Rent - Tenant (12-2024)	\$186.00		\$1,549.61
12-01-2024		Rent Section 8 - RES - Rent - Housing (12-2024)	\$1,464.00		\$1,363.61
12-01-2024		Portal Access Fee - RES - Portal Access Fee - RES (12-2024)	\$10.00		\$-100.39
11-15-2024		Utility Income-Owner - Utility Income-Owner	\$51.61		\$-110.39
11-07-2024	Cayce Brainard	Other Payment (Reference: CHA) - CHA		\$897.00	\$-162.00
11-07-2024	Cayce Brainard	Check Payment (Check #: CHA)		\$1,464.00	\$735.00
11-05-2024	Cayce Brainard	eCheck Payment (Reference: tm_c826980d-f5c9-4260-bdcf-89518b83e002) - Resident Portal Payment		\$186.00	\$2,199.00
11-01-2024		Rent - RES - Rent - Tenant (11-2024)	\$186.00		\$2,385.00
11-01-2024		Rent Section 8 - RES - Rent - Housing (11-2024)	\$1,464.00		\$2,199.00
11-01-2024		Portal Access Fee - RES - Portal Access Fee - RES (11-2024)	\$10.00		\$735.00
11-01-2024		Security Deposits - RES - Security Deposits - RES	\$825.00		\$725.00
10-14-2024		Tenant Credit - Cleaning Credit	\$-100.00		\$-100.00
10-13-2024		Portal Access Fee - RES - Portal Access Fee - RES	\$10.00		\$0.00
10-13-2024		Rent - RES - Rent Income	\$1,011.29		\$-10.00

DATE	CONTACT	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
10-12-2024	Cayce Brainard	eCheck Payment (Reference: trn_2080e265-f0d7-4130-adcc-cee4b3748fe7) - Resident Portal Payment		\$1,650.00	\$-1,021.29
10-12-2024	Cayce Brainard	eCheck Payment (Reference: trn_ec880609-4350-4355-9405-03b7b453562e) - Resident Portal Payment		\$1,021.29	\$628.71
10-12-2024	Cayce Brainard	eCheck Payment (Reference: trn_7ad860cc-9df2-4162-b068-1620d5c345a8) - Resident Portal Payment		\$100.00	\$1,650.00
10-11-2024		Lease Initiation Fee - RES - Lease Initiation Fee - RES	\$100.00		\$1,750.00
10-11-2024		Security Deposits - RES - Security Deposit	\$1,650.00		\$1,650.00
STARTING BALANCE					\$0.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)

2024CV4010504191
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Dream Investment Realty, Llc D/B/A
Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169

Phone: (803) 830-5589

PLAINTIFF(S)

Vs
Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

Phone:

DEFENDANT(S)

TO Cayce Brainard : Dream Investment Realty, Llc D/B/A Pmi Palmetto is asking this Court to evict you from the property located at 116 Harper Park Rd Irmo, SC 29063 because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$1,506.34.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:

You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC 29210
(803) 576-2540, FAX 8035762545

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Neil S. ...

Judge, Dutch Fork Magistrate

12/30/2024

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Cayce Brainard on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)

2024CV4010504191
CIVIL CASE NUMBER JAN 02 2024
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Dream Investment Realty, Llc D/B/A
Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169

Phone: (803) 830-5589

PLAINTIFF(S)

Vs
Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

Phone:

DEFENDANT(S)

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1019 Beatty Road
Columbia, SC 29210
(803) 576-2540, FAX 8035762545

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Handwritten signature

Judge, Dutch Fork Magistrate

12/30/2024

Personally appeared before me, the undersigned deponent, being duly sworn, . . . says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Cayce Brainard on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	1-6-25	820P
2. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
3. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT <u>Cayce Brainard</u>	

Sworn to and subscribed before me
This _____ day of _____, 20____.

Handwritten signature

SIGNATURE OF SERVER

NOTARY PUBLIC OR JUDGE

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)

2024CV4010504191
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Dream Investment Realty, Llc D/B/A
Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169

Phone: (803) 830-5589

PLAINTIFF(S)

Vs
Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

Phone:

DEFENDANT(S)

TO Cayce Brainard : Dream Investment Realty, Llc D/B/A Pmi Palmetto is asking this Court to evict you from the property located at 116 Harper Park Rd Irmo, SC 29063 because they claim that:

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- You have violated the terms or conditions of your lease by:

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Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC 29210
(803) 576-2540, FAX 8035762545

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FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.



Judge, Dutch Fork Magistrate

12/30/2024

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Cayce Brainard on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

KAREN JOYNER

From: Cayce Brainard <brainard.cayce@gmail.com>
Sent: Thursday, January 16, 2025 3:28 PM
To: Dutch Fork Magistrate
Subject: Eviction hearing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cayce Brainard 803-477-4387 of 116 harper park rd irmo sc 29063. Requesting a hearing in regards to eviction.

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC**

on **February 6, 2025 at 9:30 AM** to serve as a party in a Bench Trial in the case of:

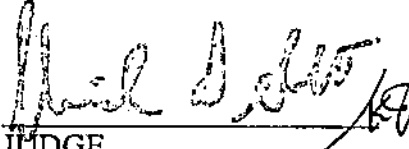
**RE: Dream Investment Realty, Llc Vs Cayce Brainard
D/B/A Pmi
Palmetto**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2024CV4010504191, Rule to Vacate \$40.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**



JUDGE

**Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC 29210
Phone: (803) 576-2540
Fax: (803) 576-2545**

January 17, 2025

COUNTY OF RICHLAND

ORDER OF
DISPOSITION

Dream Investment Realty, Llc D/B/A
Pmi Palmetto
744 Sunset Blvd. Suite 103
West Columbia, SC 29169
(803) 830-5589

PLAINTIFF(S)

Vs

Cayce Brainard
116 Harper Park Rd
Irmo, SC 29063

DEFENDANT(S)

IT IS ORDERED that the above-referenced civil case shall reflect a disposition of:

- Find for the Plaintiff
- Find for Defendant
- Settled
- Dismissed (With Prejudice / Without Prejudice / Judicial Dismissal)
- Transferred to another Court

Pursuant to the fact that:

- The Defendant is in arrears for rent and no lawful defense.
- The rental agreement has expired and the landlord is due possession.
- Other circumstances: _____


The Court herein awards possession of the subject premises to Plaintiff and ORDERS the defendant(s) to vacate the property on February 13, 2025.

After the above date, if the premises have not been voluntarily vacated within 24-hour notice, a Deputy Sheriff may enter the premises and remove all property of the Defendant to a place at the nearest public roadway. Refuse collectors may remove the tenant's property after 49 hours or any time in the normal course of debris collection.

This Order expires 15 days after the final date listed above unless written notice is submitted and received by the court that the tenant is still remaining at the premises or that a condition listed herein is violated.

With consent of Landlord ~~the writ~~ writ is suspended through February 17, 2025. If tenant becomes current on rent (including late fees, utilities, any required court costs for eviction filing) by the close of business on 2/17/25, no writ will be issued.

IT IS SO ORDERED.
February 6, 2025


M. David Scott, Magistrate

KAREN JOYNER

From: Dutch Fork Magistrate
Sent: Friday, January 17, 2025 3:20 PM
To: 'brainard.cayce@gmail.com'
Cc: 'sharon@pmipalmetto.com'
Subject: MAGISTRATE SUMMONS February 6, 2025 at 9:30 AM

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Dutch Fork Magistrate
1019 Beatty Road
Columbia, SC

on **February 6, 2025 at 9:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Dream Investment Realty, Llc Vs Cayce Brainard
D/B/A Pmi
Palmetto

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2024CV4010504191, Rule to Vacate \$40.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE
AND PROVIDED.**

Karen Joyner
Summary Law Clerk
Dutch Fork Magistrate Office
1019 Beatty Rd.
Columbia, SC 29210
dutchforkmagistrate@richlandcountysc.gov
joyner.karen@richlandcountysc.gov
P 803-576-2543 F 803-576-2545



<http://richlandcountysc.gov>

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)
)
)
)
)
)

2024CV4010504191

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT FOR
WRIT OF EJECTMENT

Dream Investment Realty LLC
dba PMF Palmetto

PLAINTIFF NAME(S)

PMI Palmetto / Shuan Chapman
for Karen Bourg


LANDLORD OR AGENT
NAME

Vs

Cayce Brainard
DEFENDANT(S)

This is to certify that the Defendant(s) in this action has failed to comply with the Judge's Order
by:

Defendant did not pay balance in full. Tenant paid
partial but not in full.



LANDLORD OR AGENT

Sworn to before me

This 26 day of February, 2025

Notary Public for the State of South Carolina

My Commission Expires: 03.07.2032