



Butler Capital Investments, LLC

P. O. Box 324 Ladson, SC 29456-0324

Office: 843.284.6581 / 843.297.2005 / 843.851.2874 Fax

Email: admin@butlerci.com

Website: www.ButlerCI.com

BCI Occupancy Agreement

Lease Agreement (Long Term) _____

Rental Agreement (Short Term / Month to Month) _____

Date: The agreement is made the _____ day of _____ (Month)
 _____ (Year)

Parties: Butler Capital Investments, LLC - hereinafter identified as The Management.
 _____ - hereinafter identified as The Resident(s) #1.
 _____ - hereinafter identified as The Resident(s) #2.
 _____ - hereinafter identified as The Resident(s) #3.
 _____ - hereinafter identified as The Resident(s) #4.

Property Location: _____ (Address)
 _____ (Address)
 (hereinafter identified as the premises)

Conditions:

Initials:	Term:
Resident #1:	The Resident(s) agrees to peacefully, respectfully and orderly vacate premises as they received it while leaving it in proper conditions and good order. The Resident(s) agrees to remove: all of their personal property, personal effects, garbage / waste while returning keys.
Resident #2:	
Resident #3:	The agreement structure shall be: ____ Month to Month ____ Lease The Agreement shall begin: _____ The Agreement shall conclude: _____
Resident #4:	*Note: The Resident agrees that a month to month arrangement means that an advanced written 30 day notice will be provided prior to vacating the premises.
Management:	



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Initials:	Possession:
Resident #1: _____	Any delay of the transition of possession on behalf of The Management, will result in an abatement on a daily basis until the possession is rendered to The Resident. The Resident may exercise their right to void this agreement if after seven days they are not in possession of the premises with a full refund of any deposits. The Management shall not be liable for damages for delays in possession.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Non-Smoking Agreement:
Resident #1: _____	Smoking inside of the premises is prohibited. All smokers are requested to be 20 feet away from the building while smoking.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Rent:
Resident #1:	During the terms of the agreement, rent is payable monthly on the _____ day of every month in advance, at a rate of _____ dollars (\$ _____) per month via: online at website www.ButlerCI.com or via: PayPal at ebutler@butlerci.com , money order(s), cashier's check or cash. Residents may mail the rent to: P. O. Box 324 Ladson, SC 29456. The Management reserves the right to request an alternative designation for rent delivery.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	

Initials:	Late Rental Payment:
Resident #1:	The Resident agrees that The Management can begin to terminate the agreement and / or begin the eviction process on the 6th day following the due date if the rent has not been paid in full to The Management. The Resident will receive no other reminder of this agreement in the future. The Resident agrees to pay a \$60 late fee on the 6th day past their payment due date. On the 7th day, The Resident will be assessed an additional \$10 per late day.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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BCI Occupancy Agreement

Initials:	Pro - Rated Rent:
Resident #1:	<p>If The Resident(s) takes possession of the premises on a different calendar day than the first of the month, The Management will calculate the adjustment of costs in lieu of the full amount rental payment as a cost adjustment due to the reduction of days existing within the month. The Management will notify the Resident in writing of their prorated rental amount.</p>
Resident #2:	
Resident #3:	
Resident #4:	
Management:	

Initials:	Sublet:
Resident #1:	<p>The Resident may not sublet the premises or assign this agreement without written consent of Management.</p>
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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BCI Occupancy Agreement

Initials:	Credit Application:
Resident #1:	<p>The Management has relied upon The Resident’s application, a copy of the application as an inducement for entrance into this agreement. The Resident(s) warrants to The Management that the information provided in their application is true to the best of their knowledge. The Management reserves the right to terminate this agreement of residency immediately and collect any fees relatable to damages due to any falsification set forth in the Credit Application, including but not limited to attorney’s fees. The Resident(s) further agrees if he/she has falsified any statement on said application, The Management has the right to terminate the rental agreement immediately, and further agrees The Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. The Resident(s) further agrees in the event The Management exercises its option to terminate this rental agreement, The Resident(s) will remove themselves, their family, and possessions from the premises within 24 hours of notification by The Management of the termination of this agreement. The Resident(s) further agrees to indemnify The Management for any damages to the property including, but not limited to, the cost of making the premises suitable for renting to another resident, and waives any right of “set-off” for the security deposit and prepaid rent which was forfeited as liquidated damages.</p>
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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Initials:	Indemnification Deposit:
Resident #1:	<p>As an indemnification against damage to the property, The Management acknowledges receipt of _____ dollars (\$ _____), as a deposit to indemnify the owner against damage to the property. This deposit will be returned to The Resident(s) under the fulfillment of the conditions of this agreement. The deposit will be returned to The Resident(s) 45 days after the premises is vacated if all of the following terms have been met:</p> <ol style="list-style-type: none"> a. Termination of this agreement in writing is issued by The Resident(s). b. The agreement term expiration. c. All monies have been rendered to The Management in full. d. The premises are left in its original condition without damage with the exception of reasonable, normal wear and tear. e. Deposit is forfeited by The Resident(s) should they vacate the premises before the completion of the agreement. f. The Management reserves the right to make application of the deposit for satisfaction of any or all parts of The Resident's existing obligations pertaining to this agreement. If necessary, The Management maintains the right to lay claim to damages beyond the amount of the deposit g. The deposit cannot be applied to rent payments by The Resident(s). h. Keys have been returned directly to The Management. i. The Resident(s) is required to leave a forwarding address with The Management. j. To record and confirm the condition of the premises as it relates to the deposit, The Management will perform an assessment of the property before The Resident(s) enters into the property and upon The Resident(s) exiting the property. The findings will be recorded on the Rental Property Inspection Form for Moving In and Moving Out. The Resident(s) must make approval and signature on this form along with the inspecting management personnel. k. The Resident(s) is welcome to inspect the premises along with The Management to confirm the premises' condition for the Rental Property Inspection Form for Moving In and Moving Out.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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Initials:	Renewal:
Resident #1: Resident #2: Resident #3: Resident #4: Management:	<p>If The Resident breaches this agreement, both the indemnification deposit and the last month’s rent shall be forfeited as a liquidation of damages. The Resident will still owe rent through the final day of occupancy. The process for renewal is as follows:</p> <p>a. The Management will submit an Agreement Form in writing to The Resident(s) 60 days before the completion of the current agreement.</p> <p>b. If The Resident(s) does not return the completed and signed Agreement Form for renewal back to The Management within 30 days of receiving the document, The Management will determine that The Resident will not be renewing their agreement to remain at the premises.</p> <p>c. If The Resident(s) does not provide the completed and signed Agreement Form for renewal back to the The Management within the allotted 30 days timeline, it may result in The Management:</p> <p>i. Beginning the eviction process upon the expiration of the current agreement.</p> <p>ii. Retaining the forfeit deposit.</p> <p>d. To obtain renewal:</p> <p>i. The Resident(s) must be current, not in arrears on their rent payment.</p> <p>ii. The Resident must return the signed Agreement Form back to The Management within the allotted 30 days timeline.</p>
Initials:	Eviction:
Resident #1: Resident #2: Resident #3: Resident #4: Management:	<p>The Management reserves the right to terminate this agreement due to nonpayment. If the payment is not received by the sixth (6th) of the month:</p> <ul style="list-style-type: none"> • The Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have the Resident, their family and possessions, evicted from the premises. • An extension may be requested by The Resident(s) through written communication via: text, email and / or postal delivery services. • The Management will review and make a decision as to if the extension request from The Resident(s) will be granted. • The Management will inform The Resident(s) in writing if the extension request from The Resident(s) will be granted or not granted. • The Resident(s) is still responsible to deliver payment along with all late fees to prevent and / or stop the eviction process. • The Management has a right to issue an immediate written eviction notification to The Resident(s) should a health hazard be discovered at the premises.



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Initials:	Early Termination:
Resident #1: _____	<p>The Resident(s) may terminate this agreement before expiration of the original term by:</p> <ul style="list-style-type: none"> • Upon early termination, the security deposit is automatically forfeited. • The Resident is still responsible to leave the property in good condition with all financial responsibilities being met. • Providing a 30 day written notification that will be effective on the last day of the month. (Plus) • Fulfilling all financial obligations pertaining to this agreement through to the termination date. (Plus) • Returning the premises to The Management in ready to rent and clean condition. (Plus) • The Resident(s) must pay for advertising required for the renting of the premises. • The Management and / or the Owner reserves the right to apply early termination to the existing agreement at their discretion. • The Management and / or the Owner reserves the right to sell this real property. • The Management is responsible to notify The Resident(s) of the sale of the property within 30 days for The Resident(s) to vacate the premises in advance of the sale.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Fire and Casualty:
Resident #1: _____	<p>If the premises becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 45 days. If The Management does not do repairs within this time or if the building is fully destroyed, the rental agreement hereby created is terminated. If The Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing during repairs The Resident(s) has vacated and removed Resident's possessions as required by Management. The date of re-occupancy shall be the date of notice that residence is ready for occupancy.</p>
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Hold Over:
Resident #1: _____	The Resident(s) is responsible to deliver the premises back to The Management in good order and repair upon this agreement becoming terminated and / or expired.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Right of Access:
Resident #1: _____	The Management shall have the right of access to the premises for inspections and repair or maintenance during reasonable hours. Inspections will occur once every ___ month or ___ each quarter. The Management shall provide The Resident(s) with at least a twenty-four (24) hour notice of the inspection either via phone, text or email.. In case of emergency, The Management may enter at any time to protect life and prevent damage to the property.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Use:
Resident #1: _____ Resident #2: _____ Resident #3: _____ Resident #4: _____ Management: _____ _____	<p>The usage of the premises shall be determined, but not limited to the following tenants:</p> <ul style="list-style-type: none"> The premises shall be used for residential purposes only. Only The Resident(s) who has completed a credit application or that is included on a credit application may reside at the premises. The property can only be occupied by the individual(s) whose names are on the credit application and the agreement. The presence of an individual(s) residing at the premises who is not on the credit application is not acceptable without direct and written approval from the management The presence of an unauthorized individual(s) residing on the premises whose signature is not on the agreement will be sufficient grounds as a violation and therefore justification for the termination of this agreement. The Residence(s) shall only be used in compliance with all state, county, and municipal laws and ordinances. The Resident(s) shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents' quiet enjoyment of the property. There shall not be any social events, parties, etc at the residence without first receiving WRITTEN APPROVAL FROM MANAGEMENT, and a signed consent agreement from ALL ROOMMATES, if applicable. Failure to comply with this rule will result in immediate grounds for termination of this agreement, and The Resident(s) will be evicted from the premises.

Initials:	Property Loss:
Resident #1: _____ Resident #2: _____ Resident #3: _____ Resident #4: _____ Management: _____ _____	<p>The Management shall not be liable for damage to The Resident's property of any type for any reason or cause whatsoever, except where such is due to The Management's gross negligence. The Resident(s) acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc., on personal possessions, family, and guests.</p>



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Initials:	Pets:
Resident #1: _____	<p>Only, if applicable. All pets discovered on the premises without approval from The Management and without a non-refundable pet fee are classified as unauthorized pets; this is a breach of contract with grounds for early termination. Damages due to pets will be assessed and charges will be rendered for all relatable damages performed on the premises. Animals, birds, or pets of any kind shall not be permitted inside and/or outside of the residential unit at any time unless the prior written approval of The Management and a signed consent agreement from The Resident(s) and a NON-REFUNDABLE PET FEE has been obtained. Pets that are found on the property without written consent from The Management will result in a fee of \$ _____ and the fees for repairs for any damages rendered by the pet. The Resident(s) will be required to make a Pet Agreement with The Management.</p>
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Indemnification:
Resident #1: _____	<p>The Resident(s) releases The Management from liability through indemnification as a result of, but not limited to:</p> <ul style="list-style-type: none"> • The failure to fulfill any conditions of the agreement. • Any damage or injury happening in or about residence or premises to The Resident(s), The Resident's invitees (any individuals visiting the property) or such person's property. • The Resident's failure to comply with any requirements imposed by any governmental authority. • Any judgment, lien, or other encumbrance filed against residence as a result of The Resident's action.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Failure of Management Act:
Resident #1:	Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation on behalf of The Resident(s). The Resident(s) cannot assume that any decision to violate any aspect of this agreement is acceptable regardless of the performance of The Management.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	

Initials:	Remedies Cumulative:
Resident #1:	All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by The Resident(s), The Resident(s) shall pay to The Management all expenses incurred in connection therewith.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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Initials:	Notice:
Resident #1: _____	<p>The Management requires that all communications in regards to functionality and operations of this agreement and / or a renewal agreement be performed between the staff (Management) and The Resident(s) be conducted in writing ONLY via:</p> <ol style="list-style-type: none"> 1. Text 2. Email 3. Written Letter Format <p>Acceptable forms of notice delivery shall be in writing via: email, text, delivered personally and / or mailed by registered or certified mail.</p>
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Repairs:
Resident #1: _____	<p>Repairs to the premises shall be:</p> <ul style="list-style-type: none"> • The Management will make necessary repairs to the property with reasonable promptness after receipt of written notice from The Resident(s). • The Resident(s) may not remodel or paint or structurally change the premises. • The Resident(s) may not remove any fixture from the premises without written permission from The Management. • The Resident(s) shall make all necessary repairs to keep premises in a safe, clean, and sanitary condition. • The Resident(s) shall make contact with all repair or service people and will be responsible for paying the first \$25 of any charge. • The Resident(s) is fully responsible for all repairs at the premises that occur due to a direct result of tampering from any individual at the premises connected to The Resident(s) or The Resident(s) themselves.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Inspections:
Resident #1: _____	<p>The Management reserves the right to perform inspections to the premises with a 24 hour notification in writing made to the Resident(s).</p>
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	

Initials:	Abandonment:
Resident #1: _____	<p>Abandonment is identified as the vacating of the premises by The Resident(s) without proper prior notification. Should The Resident(s) decides to abandon the premises:</p> <ul style="list-style-type: none"> • The Resident(s) is responsible for delivering full payment of all financial obligations to The Management, immediately. • The Management shall have the right without notice, to store or dispose of any property left on the premises by The Resident(s). • The Management shall also have the right to store or dispose of any of The Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered The Management's property and title thereto shall vest in The Management.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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Initials:	Mortgages Rights:
Resident #1: _____ Resident #2: _____ Resident #3: _____ Resident #4: _____ Management: _____	<p>The Resident's rights under this lease shall at all times be automatically junior and subject to any financial or ownership document to secure debt which is not or shall hereafter be placed onto the premises.</p> <p>If requested, The Resident(s) shall execute promptly any reasonable obligation that The Management may request to specifically implement the subordination of this paragraph.</p>
Initials:	Rules and Regulations:
Resident #1: _____ Resident #2: _____ Resident #3: _____ Resident #4: _____ Management: _____	<p>The Resident(s) are expected to abide by the following rules and regulations:</p> <ul style="list-style-type: none"> a. Signs: The Resident(s) shall not display any signs, exterior lights, or markings. No awnings or other shall be attached to the outside of the building. b. Locks: The Resident(s) is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to The Management of the premises upon termination of the occupancy. c. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress. d. Radio or television aerials shall not be placed or erected on the roof or exterior. e. Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by The Management at the expense of The Resident(s) owning same, for storage or public or private sale, at The Management's option, and The Resident(s) owning same shall have no right of recourse against Management therefore. f. No parking on the front and back lawns. g. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed on a storage area on the residence itself. Storage in all such areas shall be at The Resident's risk and The Management shall not be responsible for any loss or damage.



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Initials:	Rules and Regulations:
Resident #1:	<p>The Resident(s) are expected to abide by the following rules and regulations (Continued):</p> <p>h. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.</p> <p>i. Guest: Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or The Management’s rules and regulations may be deemed by Management to be a breach by any Resident. No guest may stay longer than 24 hours on the premises without permission of The Management; otherwise a \$20 per day/ per guest charge will be due to The Management. The Resident(s) is responsible to report this information in writing directly and immediately to The Management in writing and receive written approval from The Management as a response. A decision by The Resident(s) to not follow this outlined procedure, can result in the immediate termination of this agreement as a breach in the contractual arrangement.</p> <p>j. Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors and/or roommates, if applicable.</p> <p>k. The Resident(s) shall maintain the safety, care, sanitation and cleanliness of the interior and exterior of premises.</p> <p>l. Inspections: The Management will conduct an inspection of the premise as outlined above while reserving the right to inspect the premises with proper notification whenever The Management deems necessary. The Resident(s) is required to meet all scheduled inspection appointments. In cases of damages to and / or unsatisfactory conditions of the premises, The Management, based on their sole discretion, shall determine the necessary measures to be taken in handling the damages and/or unsatisfactory conditions discovered during the inspection of the premises.</p> <p>m. In the event that damage to the premises is discovered by The Management and / or reported by The Resident(s) due to The Resident(s) or their guests: .The Management will issue a written request via: text, email and / or postal delivery notification to The Resident(s) with a request for immediate repairs to be made by The Resident(s). .The Resident(s) will be obligated to make the necessary repairs within 14 days. .If The Resident(s) does not make the required repairs to the premises as requested by The Management, then The Management will issue an immediate request for eviction on the 15th day of the repairs not being made.</p> <p>n. Resident’s Guide: The Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as The Management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of The Resident(s) generally.</p> <p>o. Renter’s Insurance: Although it is not required to rent said premises, Tenant is HIGHLY encouraged to purchase renter’s insurance to protect his/her personal belongings.</p>
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



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Initials:	The Resident's Obligation:
Resident #1: _____	The Resident(s) is responsible for: <ol style="list-style-type: none"> a. Following this entire agreement. b. Maintaining the premises in cleanliness. c. Maintain a pest free environment. d. Proper sanitation. e. Conduct themselves in a manner that does not allow disturbance to neighbors. f. Report major repairs necessary to the management within 24 hours in writing. Notify The Management of additional residents with proper procedure outlined within this document.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	
_____	<ol style="list-style-type: none"> g. Pay rent on time. h. Provide written notification of vacating the premise to The Management within 30 days of moving.

Initials:	The Management's Obligation:
Resident #1: _____	The Management is responsible for: <ol style="list-style-type: none"> a. To follow the entire agreement. b. Maintain the upkeep of the property, communicate with The Resident(s) any updated information pertaining to the premise, collect rent, respond to The Resident's repair requests. c. Follow all laws pertaining to rental properties.
Resident #2: _____	
Resident #3: _____	
Resident #4: _____	
Management: _____	



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BCI Occupancy Agreement

Initials:	Entire Agreement:
Resident #1:	This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this agreement is invalid, for any reason, such invalidity shall not void the remainder of the agreement.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	

Initials:	Equal Housing Opportunity and Equal Opportunity Act
Resident #1:	All real properties and management services from BCI are provided through Equal Housing Opportunity and Equal Opportunity Act. All services are available to all persons, regardless of race, color, religion, sex, handicap, familial status, or national origin.
Resident #2:	
Resident #3:	
Resident #4:	
Management:	



Butler Capital Investments, LLC

P. O. Box 324 Ladson, SC 29456-0324

Office: 843.284.6581 / 843.297.2005 / 843.851.2874 Fax

Email: admin@butlerci.com

Website: www.ButlerCI.com

BCI Occupancy Agreement

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written

The Resident(s) agrees that upon signing this document that they were not under the control of any substance. They were not under duress. They have read and comprehend all of the content found herewith. To comply with the agreement made with The Management team. The Resident(s) agrees to abide by the content found herewith.

The Resident #1 Print Name: _____

The Resident #1 Signature: _____

Date: _____

The Resident #2 Print Name: _____

The Resident #2 Signature: _____

Date: _____

The Resident #3 Print Name: _____

The Resident #3 Signature: _____

Date: _____

The Management Print Name: _____

The Management Signature: _____

Date: _____