

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Agreement, both Complainant and Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This Conciliation Agreement fully and completely resolves all issues arising out of SHAC Case #H-2-18-021 HUD Case #04-18-2630-8 through the effective date of this Agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon all Respondents, their employees, successors, and all others in active concert with them in the ownership or operation of 218 S. Walker Street, Columbia, SC 29205.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future including, but not limited to, the following:

- A. Respondent shall comply with all federal and state housing laws.
- B. Respondent shall provide and process rental applications on a non-discriminatory basis and shall

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maintain all rental applications, whether deemed complete or incomplete, as well as any correspondence about the availability of dwelling units.

- C. Respondent shall allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. Respondent and Respondent's employees agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within three (3) months from the date of the executed Agreement. Training shall be at a time and place agreeable to both Respondent and Commission. It shall be the responsibility of the Respondent to schedule training with the Commission.
- E. The fair housing logo and slogan shall appear in all advertising for property owned or managed by Respondent, and on all brochures, handouts, stationery, forms, and other writings that are routinely used to communicate with tenants, prospective tenants, or applicants concerning any aspect of the sale or rental of units or are routinely provided by defendants to the public. Such logo and slogan shall be prominently placed and legible.
- F. Respondent shall create non-discriminatory occupancy policies, subject to Commission's review and approval, within three (3) months of the executed Agreement. Respondent shall provide the approved policies to all current and future residents.
- G. Respondent shall include the following phrase on the rental application and agreement, using letters of equal or greater size to those of the text in the body of the document: "We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability, or familial status (having children under 18)."
- H. Complainant and Respondent agree that Commission shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, Commission may inspect Respondent's pertinent records, practices, and interview witnesses associated with the future compliance events described in this Agreement. Respondent agrees to provide their full cooperation in any monitoring review undertaken by the Commission to ensure compliance with this Agreement.

Respondent is in the process of selling subject property, which is his only remaining rental property. Respondent agrees to take the above actions in this section for as long as he owns and rents the property located at 218 S. Walker Street, Columbia, SC, 29205. Respondent agrees to notify the Commission immediately should he sell the property within three (3) months of the date of this executed agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondent shall pay Complainant two thousand dollar (\$2,000) within fifteen days from the date of the executed Agreement. Respondent shall provide documentation of payment to the Commission at the address listed in Section VIII of this Agreement.
- B. Respondent shall keep Complainant's security deposit of seven hundred and fifty dollars (\$750) in lieu of rent for July 2018.
- C. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the

investigation of this matter.

V. RELIEF FOR RESPONDENT

- A. Complainant agrees to vacate the property by July 31, 2018.
- B. Respondent is in the process of selling subject property, which is his only remaining rental property.

VI. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

VII. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Conciliation Agreement. The Commission shall determine whether Respondent has complied with the terms of this Agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VIII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: [REDACTED]
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-2-18-021
HUD No. 04-18-2630-8

IX. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission

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- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

X. EFFECTIVE DATE

This Agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted Signature]

July 10, 2018

(Date)

[Redacted Signature]

July 11, 2018

(Date)

[Redacted Signature]

July 11, 2018

(Date)

Approved on Behalf of the Commission

Raymond Buxton II

Raymond Buxton II, Commissioner

7-18-18

(Date)