

TENANT LEASE AGREEMENT

THIS AGREEMENT MADE THE ____ DAY OF ____, __ BETWEEN:

1. Landlord/Tenants: This property is managed by rentfromben.com, here forth referred to as "Landlord", who acts as the Rental Agent and the Manager of the Property. All Tenants who are parties to this lease are listed on page 4. They will also sign page 4.
2. TERM:
BEGINNING: _____
ENDING: _____

Please note that all leases terminate at 10:00am on the date shown above as "ENDING", and that all new leases begin at 12:01am on the date shown above as "BEGINNING". Tenant agrees that upon termination of the lease, Landlord is not liable or responsible for belongings left behind in premises by tenant.
3. PREMISES RENTED: The premises rented is the entire structure known as _____.
AMOUNT AND PAYMENT OF RENT: The lease is 12 months long. Tenants agree to pay the 12 months equivalent of rent in 11 equal payments, starting on the first month of the lease, and ending one month prior to the completion of the lease. The 12 month individual apportioned monthly rent for each person is \$_____ per person, but will be paid in 11 payments of \$_____ per person commencing on the 1st month of the lease, and ending on the 11th month. As such, no payment is due for the 12th month of the lease. There are no prepayment limits or penalties, and Tenants may choose to pay the semester, or the whole year in advance if they so desire.
4. APPORTIONMENT OF RENT AND FEES: This is a joint lease, also known as "*rented by the apartment*", as is required by the City of Syracuse. The Tenants acknowledge that they are jointly and severally liable for payment of the entire rent specified in paragraph 3 above, as well as all fees and liabilities outlined in this lease. However, for the convenience of the Tenants, they agree among themselves and with the Landlord that the rent shall be apportioned among them and paid individually.
5. LATE CHARGES: The ability of the landlord to hire, contract, and pay for timely repairs and maintenance is directly related to tenants paying rent on time. Delays in payment of rent can create delays in contractors performing duties due to a lack of resources to cover said costs. Therefore, rent is due the first of each month. In compliance with NY Real Property Law § 238-a(2) Landlord grants all Tenants a five day grace period, where late fees will not be assessed until the 6th of the month. In the event that any of the apportioned payments set forth above are not received before this grace period expires, tenants agree to pay, as a late fee, \$7 dollars per calendar day that rent is not received. Over the course of the lease, if accrued late fees exceed \$250 of security deposit paid by the tenant, landlord has the right to demand immediate payment of all late fees. Tenants have one week to pay these late fees. Keeping the balance of late fees low prevents one person's late fees from being paid by other members on the joint lease.
6. RETURNED CHECKS: In the event that any payments called for in this lease are made by check or money order, and such check or money order is dishonored by Landlord's bank for any reason, the said payment shall remain due and the Tenant presenting such payment shall pay a service charge of twenty-five Dollars (\$25.00) in addition to any late charges as are called for in paragraph 6 above.
7. OCCUPATION OF PREMISES: The premises shall be occupied solely by the Tenants named here in. Each Tenant shall be jointly and severally liable for the total amount regardless of whether any Tenant leaves during the term of the lease. Tenants are jointly responsible for any fees or liabilities outlined in this lease. Tenants may not have any guest or visitor who stays in excess of two weeks without the written permission of Landlord. Those who violate this policy will be assessed rent at the rate specified in Paragraph 3. If unpaid, this rent will be deducted from the security deposits of the signatories to this lease.
8. SUBLETTING: See "Landlord Sublet Addendum to Lease" for specifics (rentfromben.com, FAQ tab).
9. SECURITY DEPOSIT: Upon signing this lease, Tenants agree within 5 days to give Landlord an ADVANCE PAYMENT of a security deposit equal to the monthly rental payment specified in section 3 of this lease. This Security Deposit will be returned to the Tenant within 14 days from completion of lease, OR 14 days from date Tenant provides Landlord with a forwarding address on where to send the deposit monies. Landlord will request (via email provided by tenants) a forwarding address prior to end of lease to ensure timely return. Deductions will be made from said deposit for damages, unpaid rents, late charges, service charges, cleaning, and fees as outlined in this lease. NOTE: Failure to pay this deposit within the 5 day specified timeframe without written exception from landlord may result in Landlord terminating lease due to failure of tenant to meet lease obligations. Landlord assumes the right to re-rent apartment to new Tenants, and to charge current signees all fees and costs associated with re-renting of house/apartment. Likewise, breaking the lease prior to move in date (i.e. notifying Landlord of tenant's intent not live in residence during term of lease) will result in same processes, and fees being assessed to deposits as listed above. Security Deposit checks returned to Tenants must be cashed within 180 days, or funds will be considered forfeited by Tenants.
10. GOOD PAYMENT STATUS/ MOVE IN -No Tenants will be granted keys nor entry to their new apartment until ALL Tenants on this lease have paid the deposits outlined in section 9 above.
11. TAXES: Landlord will pay all taxes.
12. UTILITIES: Tenants are required to contract with National Grid and have an active account (power and gas on) prior to occupancy. ***It is unsafe to live in a house with no lights or gas service, and Tenants are prohibited from moving into the premises until services are activated.*** There are 3 different National Grid (Gas and Electric) Lease Options:
Standard: All utilities except water shall be contracted for and paid for by the Tenants (water bills to remain in the name of Landlord). Water charges shall be calculated by Landlord based on quarterly bills received. (FYI: average water bill cost is \$7-10 dollars per person/per month). This water bill shall be apportioned equally among the Tenants at the end of the lease, and deducted from the security deposits. To conserve water and the environment, Tenants pay

the water bill to ensure they report water leaks, toilet problems, etc., in a timely fashion. Tenants will not shut off heat and electric service during the winter months under any conditions, as this will result in frozen pipes and extensive damages to property.

Special 1: This section applies only to 858 Livingston, 525 Euclid, 525 1/2 Euclid, 604 Euclid and 801 Euclid - all above "Standard" conditions apply, EXCEPT LANDLORD SHALL CONTRACT AND PAY NATIONAL GRID NATURAL GAS AND ELECTRICITY COSTS.

Special 2: This section applies only to 715 Euclid Ave- all above "Standard conditions apply, EXCEPT LANDLORD SHALL CONTRACT AND PAY FOR HEAT/NATURAL GAS. Tenants will contract for electricity only.

13. **FURNISHINGS AND STORAGE:** You are renting a furnished apartment. Premises will contain furnishings that are the property of Landlord and are: Full Beds/ Dressers/Desks/ Dining Table /Living room Seating/Refrigerator/Stove. They are accepted "as is" and need to be in the same condition at the end of the term of the lease, minus normal wear and usage. Mattresses may be new or used. If you are a sensitive to a used mattress, you have the right to acquire your own, and Landlord will remove the one provided. Removal of furnishings: If requested, Landlord will remove 2 items per apartment at no cost to Tenants. Anything beyond that, Tenants will be charged, from their security deposits, moving and storage fees of \$20 per item. Tenants will be charged for furniture that is missing, removed from the living area of the apartment, or damaged beyond repair. Infestation liability: Tenants should use extreme caution if importing bedding or furniture into their house, as they will assume liability for extermination costs associated with bed bugs, roaches, or fleas that manifest as result. Report any bug bites immediately. TIPS to avoid these problems: don't sleep in other places with bed bugs, never import bedding or beds from a house that has bedbugs, avoid bringing in stray cats, and clean your apartment regularly (remove trash weekly including recyclables) as failure to do this will attract mice and other bugs. If you import bedbugs, the current exterminator charges can range from \$1000-\$4000 depending on level and scope of bug presence. STORAGE: Landlord permits storage of tenant belongings in attics free of charge. Tenants can store items at any time during the lease, even prior to the start of the lease if needed. Landlord is not liable for any stored items. Tenants should not store high value items in attics, as attics are not high security areas. Attic availability varies from house to house, if you plan to store items in attic, please inquire as to availability. No storage is permitted in basements.
- 14A. **PAINTING:** Landlord will paint/touch up common rooms and areas with a soft white color paint. No painting of common rooms and areas is permitted by Tenants without written prior approval from Landlord. Because the vast majority of Tenants prefer their own bedroom color choice, Landlord agrees to permit Tenants the right to choose their own color and paint their own bedrooms. Tenants can pick any light or medium base selection. No dark base colors are permitted. Landlord will grant tenants a \$35 credit off one month of rent as compensation for time and cost of supplies, but this credit will only be granted if tenant provides before and after photos of bedroom to confirm painting was conducted. Tenants agree to use all standard measures (drop cloth, wet rag, etc.) to prevent paint spills. Tenants are liable for all costs associated with removing dried paint spills from floors caused as a result of their painting.
- 14B. **REPAIRS:** Tenants must keep the premises clean, and in good order. Tenants are to call and notify Landlord of any needed repairs in a timely fashion to ensure timely service. Tenants may be liable for additional damages caused by a failure to report problems in a timely fashion. **Tenants should email repair requests to repairs@rentfromben.com** OR in the case of emergency repairs, call or text 315-727 8551. Landlord is responsible for making repairs. Tenants must immediately notify Landlord of any safety or security concerns so that they can be quickly remedied. Tenants must return premises at end of term in same condition as received, with ordinary wear and usage accepted. Tenants liable for damages caused by themselves and guests, to be deducted at end of lease from security deposits. However, if damages exceed deposits, Landlord has right to demand payment for said damages within 20 days of damages occurring.
15. **PETS:** Landlord is proud to be unique in allowing you to have pets- most landlords don't! Landlord supports responsible pet ownership and pet rescue adoptions. The following dog deposit/cat deposit fee will be half if the pet is acquired as a result of a rescue/adoption. Dog Rules: One dog permitted per unit if Tenants agree to abide by the following guidelines: owner pays a \$175 dog fee. Dog must be house broken, over 1 year old, on flea control, and crate trained. Violation of these dog policies may result in pet removal. Dead lawn patches caused by dog waste will result in an additional \$100 deduction from security deposits at end of lease. Due to insurance company limitations, the following pure bred dog breeds are not allowed: Pit Bull terriers, Staffordshire terriers, Rottweilers, German Shepherds, Presa Canarios, Chows, Dobermans, Akitas, Wolf Hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies. Cat Rules: \$50 cat fee. Maximum 2 cats per apartment, and NO MALE CATS allowed due to urine marking of furniture, unless proof of neutering is provided, along with payment of a \$150 male cat security deposit.
16. **HOUSE LOCK/BEDROOM LOCK/ LOCKOUT POLICY:** **House Locks:** House lock key sets are provided free of charge at move in for each tenant. Failure to return complete key sets at end of lease will result in charges to replace keys/locks as needed. During lease, Tenants will be charged \$10 to replace each lost key. **Bedroom Locks:** Tenants may request a functional privacy or keyed entry lock for their bedroom door. Privacy locks (interior mounted hooks or bolts) will be provided free of charge. Keyed entry locks and key will be provided at a \$30 charge. Landlord will maintain one copy of bedroom key in case of lockout, and for apartment showings and repairs. **KEY EGRESS LOCKS ARE PROHIBITED** (locks that require a key on both sides to operate) due to City fire code regulations. **Lockout policy:** Landlord will provide free lockout service during normal business hours. However, after business hours will result in a \$50 service charge.
17. **NOISE/HEALTH AND WELFARE MAINTENANCE/FIRE SAFETY/ROOF USAGE:** Tenants agree to keep all noise at a reasonable level. After three warnings for noise complaints from neighbors or police, Landlord may cancel this lease without any liability or compensation to Tenants. **HEALTH AND WELFARE MAINTENANCE:** In the course of conducting repairs, or any visits listed in section 23 of this lease, if Landlord feels that the apartment is being kept in poor condition (i.e. excessive mess, filth, a "dirty state" that invites infestation by bugs, cockroaches, or risks excessive degradation of the apartment through a lack of reasonable cleaning), Landlord will issue a "WARNING OF HEALTH AND WELFARE MAINTENANCE", in which a list of the areas of concern will be detailed. The Tenants will have 5 days to correct to a reasonable standard of cleanliness. Failure to address and remedy the listed areas of concern will result in the following: A) photos of the mess/ filth will be taken and B) Landlord will contract a 3rd party vendor to come and clean AT THE TENANTS COST. These charges will be assessed to the next month's rent. **FIRE SAFETY-** as per city code, every bedroom has been provided with a smoke detector prior to your occupying the premise, in addition to detectors in common areas. Missing smoke detectors at the end of the lease will be replaced at tenant's expense at the rate of \$35 per detector. **ROOF USAGE:** Tenants are not permitted at any time to be on roofs, and must limit outdoor activities to porches and lawn spaces.
18. **FEDERAL DISCLOSURE:** Buildings in the City of Syracuse, as well as Syracuse University Dormitories constructed prior to 1978 may contain lead paint. To avoid your exposure to any lead paint, do not sand walls to expose the old layers of paint! Information on lead poisoning is provided in the FHA "Lead Information" pamphlet. By signing this lease, Tenants are affirming that they have printed, read, and signed this pamphlet. The pamphlet is available on-line at <http://www.epa.gov/lead/pubs/leadpdf.pdf>. Additional info is available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/disclosure.

19. **DUTY OF THE TENANT TO REPORT PROBLEMS:** Tenants must report water leaks, plumbing and heating problems, or any other problems as soon as detected to ensure a quick repair by Landlord. This includes common areas of house (exterior lights, stairs, etc.). Anything that you deem as a safety hazard or concern warrants an immediate report to Landlord.
20. **SEWER AND TOILET ETIQUETTE:** The City of Syracuse has smaller sewer lines which are prone to clogging when tampons, paper towels, baby wipes, sanitary pads, and even so-called "FLUSHABLE WIPES" are flushed down toilets. Therefore, Tenants and their guests, agree to NEVER flush any of the above listed items down the toilet, along with any other items not appropriate for flushing, as they can and WILL CREATE A SEWAGE BACK UP IN THE BASEMENT OF THE HOUSE. Tenants will be liable for the plumbing and clean up costs when this occurs due to their negligent act of flushing inappropriate items. Tenants will be provided a copy of the sewer and clean up bill within a week of the sewage incident, and agree to pay said bill within 10 days of receipt. Failure to pay bill within 10 days will result in an additional \$25 late fee, which will all be assessed to tenant security deposits. DEPENDING ON SEVERITY, SEWER CLOGS AND CLEAN UP COSTS CAUSED BY TAMPONS, PAPER TOWELS, BABY WIPES, ETC RANGE FROM \$350-\$600 PER EVENT.
21. **CHANGES:** This lease contains all the agreements between Landlord and Tenants and cannot be changed except by written agreement signed by the majority of the tenant signatories to this lease and the Landlord.
22. **QUIET ENJOYMENT:** Landlord agrees that if you, the Tenants, pay the rent and do not default on this lease, you, the Tenants may peaceably and quietly have, hold, and enjoy the premises for the term of the lease.
23. **DEFAULT:** If Tenants fail to pay rent, in whole or in part, or fail to perform any of the other duties Tenants have agreed to perform in this lease, Landlord may sue any Tenant, or all of them, for damages; costs associated with the need to re-enter premises and re-rent premises for the same or lower rent, Tenants shall be responsible for all expenses incurred by Tenant's default including attorney's fees, advertising fees, preparation for re-entering, and preparation for re-renting. Tenants shall be responsible for any damages including loss of rent. Landlord is also entitled to any other legal remedy in addition to those set forth in this paragraph.
24. **RIGHT OF LANDLORD TO ENTER:** Landlord may enter premises at reasonable terms to inspect, to make repairs or alterations, and to show the apartment to possible buyers, lenders, Inspectors, and or future Tenants. Locks may not be changed without written permission. Tenants will be given as much advance warning as possible given the circumstances, via written means (email, note), telephone, or face to face. Notification is also implied when a repair is requested by Tenants.
25. **CITY REGULATIONS/USE OF FIREPLACES:** Tenants agree to abide by all City of Syracuse regulations including but not limited to those relating to parking, garbage, noise and nuisance ordinances, etc. There is to be no parking at any time on front lawns. Chimneys/fireplaces should not be used under any circumstances due to unnecessary exposure to fire risks and to maintain energy efficiency to uphold our mission for green operations.
26. **CURBSIDE TRASH:** Landlord agrees to contract for and provide weekly curbside trash service for the duration of this lease. Tenants agree to pay \$6/per tenant/per month (to be deducted from their security deposits at the end of the lease). Landlord agrees to deliver trashcans and bags to curb, and to return trash cans to side of house in a timely fashion. Landlord will assume all liability of any fines issued by the City as it pertains to the timely delivery and removal of trash and trash cans. Tenants are liable for any illegal trash putouts (i.e. Tenants placing trash on curb on wrong days, placing illegal (not collected items {tires, metal, etc.}) in trash after it has been placed to the curb by Landlord. Recyclables are to be placed in blue bins in trash areas outside of house. Tenants may request to OPT OUT of this trash service in writing, a written request signed by ALL occupants of the house is required to enact the opt out.
27. **SNOW REMOVAL IN SYRACUSE:** Snow removal will be the responsibility of Tenants and the Landlord in the following manner: **TENANT RESPONSIBILITIES:** Tenants are responsible for removal of snow from steps and sidewalks. Snow removal is first and foremost a safety issue. Failure to shovel sidewalks results in pedestrians walking in streets, creating unsafe conditions that have resulted in serious injuries and fatalities in Syracuse. Likewise, failure to clear snow from steps creates a safety hazard of slipping and falling. The City of Syracuse ordinance on snow removal states "anyone with a sidewalk parallel to any public street shall clear and keep cleared any snow or ice which has accumulated on the surface. The clearing of the snow and ice shall be completed by 6pm of the day following the accumulation." Tenants should plan and prepare to meet these obligations, which can be laborious, inconvenient, cause stress, and disrupt schedules. Failure on tenant's part to operate under these difficult Syracuse winter conditions are is not the fault of the Landlord. **LANDLORD RESPONSIBILITIES:** Landlord will contract with a plow service to plow driveways for duration of winter. Plow service will be delivered within 24 hours of cessation of snowfall. Tenants agree to pay a one-time plow fee, to be deducted from each security deposit at end of lease, in the amount of \$80 (EXCEPTIONS: 520 Euclid will have no plowing fee because it has no driveway, and residents of 715 Sumner will not receive plow service due to unique driveway terrain that limits safe plow or snow blower operation, and will not be charged any plowing fee). After a driveway has been plowed by Landlord, Landlord is not responsible for any possible snow deposits created by City of Syracuse plows on city owned driveway aprons. **PLOWING OPT OUT-** Tenants can opt out of plowing services by notifying the Landlord in writing that every member of the house agrees to internally manage driveway snow.
28. **ICICLES:** Due to heavy snows, large icicles will form on all houses, and pose a serious threat to you, your guests, and your cars. Tenants are forbidden from parking under large icicles. Tenants agree to park a safe distance from icicles and not to walk under them.
29. **LIABILITY:** Landlord/Owner is not liable for loss, expense, or damage to any person or property unless due to Landlord's negligence. Tenants must pay for damages suffered and money spent by Landlord relating to any claim arising from any act of neglect by Tenants. Tenants are responsible for all negligent acts of tenant's family, employees, guests, or invites.
30. **RENEWALS:** Should you be renewing your lease, or resigning a lease with this Landlord at a different address, your security deposit will carry over with you to the new lease. Given that each year, the historical average is about \$200 dollars of charges from the original security deposit by water bills, snow removal fees, damages, and trash service, an additional \$200 deposit will due from each renewing tenant. This will be due no later than 30 days after signing the new lease, and failure to pay on time can result in Landlord nullifying lease at his discretion. The last month's rent that you paid for your previous lease will also carry over to the new lease, but by doing this, the last month's rent on the previous lease will need to be paid.

31. **CLEANING:** New Tenants moving into a completely vacated apartment have a choice on cleaning:
OPTION 1 STANDARD CLEANING: Landlord will hire a cleaning crew at no cost to incoming tenants, and complete any repairs, painting, and purging of debris and garbage required. **FAILURE OF TENANTS TO CONTRACT WITH NATIONAL GRID AND PROVIDE UTILITY SERVICES DURING TIME OF CLEANING WILL RESULT IN DEGRADED AND PARTIAL CLEANING, DUE TO LACK OF LIGHTING, LACK OF HOT WATER, ETC AVAILABLE FOR CLEANING COMPANY.** Apartment will be completed and available for move in on start date of lease noted on page 1 of this lease. **OPTION 2 EARLY MOVE-IN/ SELF CLEAN:** Tenants agree to do the cleaning themselves, and will be paid \$15/hour for said cleaning. Tenants will be allowed to move into the apartment before official lease start date (usually 1-2 weeks early) once previous tenants have moved out and Landlord has completed repairs, painting, and safety inspection. Time spent cleaning by tenants will fall within normal cleaning industry standards, and no cleaning payments will exceed a total of 10 hours for 1-bedroom apartments, 20 hours for 2- or 3-bedroom apartments, 25 hours for 4 bedroom apartments, and 30 hours for apartments or houses of 5 or more bedrooms.
 Tenants will also choose what they want to happen to serviceable items left behind by previous tenants. Incoming tenants will pick to either PURGE or RECYCLE said items. **PURGE:** Prior to move in, Landlord and or cleaning company will remove all household items left by previous tenants, such as kitchen pots, pans, utensils, unopened food, cleaning supplies, etc. They will be purged from apartment and disposed of. Furniture is not included in this, and will remain in the apartment. Or tenants can choose the RECYCLE/ RE-USE option, where remaining serviceable household items, such as pots, pans, utensils, cleaning supplies, will be left for incoming Tenants to use, or dispose of as they see fit.
 At end of this lease, tenants are responsible to deliver premises back to landlord cleaned to acceptable standards used by cleaning companies. Failure to do so will result in Landlord contracting with cleaners to conduct any needed cleaning to achieve said standards, and the costs of said cleaning will be levied against the tenant's security deposits.
32. **RIGHT OF RENEWAL/PARTIAL GROUP RENEWALS/ EARLY RENEWAL OPTION:** Tenants will be given first option to renew lease. However due to the time sensitivity of rental season, this renewal option will expire September 1st of the calendar year. Whole or partial groups may renew. In the case of renewals, be they whole or partial, Landlord does NOT engage in any cleaning, purging, or painting of premises. Therefore, new Tenants joining a renewing lease will need to coordinate with outgoing tenant/s to ensure they leave their rooms and premises clean. Landlord WILL provide for any repairs required by damages caused by outgoing Tenants at no cost to incoming Tenants. Landlord will provide a \$25 cleaning subsidy to incoming Tenants if outgoing tenant fail to properly clean their bedroom areas prior to vacating.
33. **ABANDONMENT OF PROPERTY:** Tenant belongings/possessions left behind by Tenants after move out and after turn in of keys will be treated as abandoned and disposed of or donated by Landlord. No exceptions unless with written approval from Landlord.
34. **PAYMENT METHODS:** PAYMENT METHODS: There are multiple payment options available. Some are free to use, while others are fee based.

FREE OPTIONS:

PAPER CHECKS: all mailed checks should be made out to Rentfromben.com, 368 Granitico St, Las Vegas, NV 89138

Checks can also be hand delivered to our main office at 604 Euclid Ave, 24-7 and placed in the secure lockbox in entrance foyer.

COINBASE/BITCOIN: use the account email handle tupper.property.management@gmail.com **CASH PAYMENTS:** appointments to pay with cash may be made by contacting Ben at ben@rentfromben.com **CHASE QUICKPAY/ZELLE:** to user ID ben@rentfromben.com. You may see a note from your bank saying the payment went to Daisy Cutter or Double Mellowed, this is correct and OK.

FREE BASED OPTIONS:

Paypal: use the account email handle ben@rentfromben.com. If you choose "payment for goods or service", Paypal will charge a 2.9% fee to Landlord, which will be deducted from tenant security deposit at the end of the lease. If you choose "payment to friend or family", no fee is assessed by Paypal. **CREDIT CARDS:** pay online at rentfromben.com, click on "payment" tab.

SIGNATURE	PRINTED NAME	DATE	EMAIL ADDRESS	CELL #	PARENT CONTACT#

Signature For Landlord: _____ Ben Tupper, Owner Rentfromben.com | Date _____, _____, 2020