

TENANT LEASE AGREEMENT

THIS AGREEMENT MADE THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BETWEEN:

1. Landlord/Tenants: This property is managed by [rentfromben.com](http://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". Unauthorized overstaying of lease end date will result in a \$50/day charge, as well as court eviction proceedings. Tenant also agrees that upon termination of the lease, Landlord is not liable or responsible for belongings left behind in premises by the tenant.

3. PREMISES RENTED: The premises rented is the entire structure known as \_\_\_\_\_ and has \_\_\_\_\_ rent paying bedrooms.  
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 \$ \_\_\_\_\_ (A) per person, but will be paid in 11 payments of \$ \_\_\_\_\_ (B) per person. 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: Rent is due the first of each month. In accordance with NY State Law, landlord grants all Tenants a five-day grace period, where late fees will not be assessed until the 6<sup>th</sup> 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, \$10 dollars per calendar day that rent is not received, to be capped at \$50 per person per month. This fee will be charged to security deposits. 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
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](http://rentfromben.com), FAQ tab).
9. SECURITY DEPOSIT: Within five days of signing this lease, Tenants agree to pay landlord a security deposit equal to the monthly rental payment specified in section 3A of this lease. In accord with NY State Law, security deposit will be placed in a dedicated non-interest-bearing Chase Bank account accessible in NY State, and remaining funds will be returned to the Tenant within 14 days from completion of lease providing they give landlord forwarding address information. Prior to end of lease, Landlord will request (via email provided by tenants) a forwarding address to ensure timely return. Failure to provide a forwarding address will result in delays in returning deposits. 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 the Landlord, may result at Landlord's discretion in the termination of the lease. Landlord assumes the right to re-rent apartment to new Tenants, and to charge 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 the tenant's intent not to live in residence during the term of lease) will also result in said fees being assessed to deposits. In accordance with NY State Law, landlord is entitled to charge a 1% administrative processing fee to deposits to cover costs associated with processing and returning security deposits.

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: 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 the 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. Tenants will report water leaks, toilet problems, etc., in a timely fashion to Landlord.

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.

Tenants under the STANDARD and Special 2 categories 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. 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 which they will be liable for.**
13. FURNISHINGS AND STORAGE: You are renting a furnished apartment. Premises will contain furnishings that are the property of the 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 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. No long-term storage is permitted in basements due to dampness and risk of damage to tenant's belongings.
- 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. However, tenants have a choice in regards to painting their bedroom. OPTION 1- STATUS QUO- tenant likes the current color and condition of their bedroom walls, and plan to keep it the same. No further action is required. OPTION 2- SELF PAINT- tenant wants to paint their own bedroom their own color. Landlord will credit tenant \$75 off their next rent payment to help cover cost of supplies and labor. In order to get this \$75 credit, tenant must email Landlord **before and after** photos of their bedroom walls INCLUDING pictures of the floors (to document who is at fault for any paint spills found on floors at end of lease). Failure to provide these pictures reduces the painting credit to \$35. Tenants agree to use a 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. OPTION 3- BEN PAINT- Landlord will paint your bedroom with our satin soft-white paint color. Tenant will be charged \$75 for paint and labor, which will be paid out of tenant security deposit at the end of the lease. Tenant agrees to keep the soft white color and not paint over it. Requests for the "Ben Paint" option must be submitted via email to Landlord 30 days prior to start of lease.
- 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](mailto:repairs@rentfromben.com)** OR in the case of emergency repairs, call or text 315-727 8551. Landlord is responsible for making repairs. Tenants must return premises at end of term in the 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, any damages in excess of \$150 per incident will be billed to tenants at that time, and payment is required within ten business days. Failure to pay in the time specified will result in an additional \$5/day late fee.

15. PETS: 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 purebred 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 keys will be provided at a \$45 charge. Landlord will maintain one copy of the 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/ROOF USAGE/ FIRE SAFETY: Tenants agree to keep all noise at a reasonable level. After three warnings for noise complaints, Landlord may cancel this lease without any liability or compensation to Tenants.
- HEALTH AND WELFARE MAINTENANCE: 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, Landlord will issue a warning to tenants, 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 Landlord contracting a 3<sup>rd</sup> party vendor to come and clean AT THE TENANTS COST.
- ROOF USAGE: Tenants are not permitted at any time to be on roofs, and must limit outdoor activities to porches and lawn spaces. FIRE SAFETY: Landlord will provide tenants with fire safety assets. An encased wall mounted fire extinguisher will be provided to every apartment. It is to be used only in the case of fires. Damaged cases, or missing and used extinguishers not as a result of a fire, will result in a replacement charge of \$125, which will be deducted from security deposits. If an extinguisher is used for a fire, it must be reported within 24 hours to [repairs@rentfromben.com](mailto:repairs@rentfromben.com) so it can be replaced. In houses with 3rd floor bedrooms and only one path of egress, Landlord will provide a wall mounted collapsible fire ladder on the 3rd floor, creating a 2nd path of egress. Tenants agree to read the displayed instructions and familiarize themselves with how to use the ladders. These ladders are to be deployed ONLY in the case of a fire emergency. If ladders are deployed or used for any non-emergency purpose, tenant's security deposits will be charged \$250 for replacement and installation of a new ladder. As per city code, every bedroom has been provided with a smoke detector, and additional detectors in common areas. Tenants will not remove or tamper with detectors. Tenant security deposits will be charged \$35 per missing detector. Tenant's will comply with all city code regulations relating to BBQs and bonfires.
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](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, safety concerns,, or any other problems as soon as detected to ensure a quick repair by the Landlord. This includes common areas of the house (exterior lights, stairs, etc.). Anything that you deem as a safety hazard or concern warrants an immediate report to the Landlord.
20. SEWER BACKUPS AND MOLD/MILDEW MANAGEMENT: The City of Syracuse has small antiquated 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 cleanup costs when this occurs due to their negligent act of flushing inappropriate items. Sewer clogs and clean ups cost \$250-\$500 depending on severity. These costs will be billed to tenant's security deposits. MOLD/MILDEW: Tenants acknowledge

and understand that biological organisms like mold and mildew spores are present in every aspect of life. They exist in newly constructed homes, older homes, as well as outdoors where we interact with them every day. Tenants accept and agree that there is no known method for completely eliminating the introduction of these microorganisms into residences, nor completely eradicating them once they are present. Because mold and mildew spores proliferate in warm damp environments, and where decaying organic matter (spilled beer, crumbs, mud) is readily available for them to consume, it shall be the Tenant's responsibility to maintain their unit so as to avoid the accumulation of said matter and moisture. In the event that mold or other biological organisms appear and/or grow within the premises, it shall be the Tenant's responsibility to promptly and properly clean affected areas to minimize further growth of microorganism colonies. Refer to CDC guidance on how to clean and prevent mold growth in bathrooms and other living areas as needed.

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. **FAILURE TO GIVE POSSESSION:** Landlord shall not be liable for failure to give tenant(s) possession of the house on the beginning date of the term if caused by factors beyond Landlord's control (natural disasters, University changing semester dates, terrorism/insurrection, need for extensive repairs/remodeling due to damages caused by previous tenant). In the rare case that this delay occurs, no rent is due or payable until the date when possession by tenants occurs. Landlord will notify tenants immediately of any delays in possession, and will keep tenants updated as to progress towards possession. Regardless of any delays in possession, the ending date of the term will not be changed.
23. **DEFAULT:** If the Tenants fail to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations, or materially fails to comply with any duties imposed on the Tenants by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the lease by reason thereof, the Landlord may terminate this lease. If the Tenants fail to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this lease) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this lease.

The Tenants will be in default if: (a) Tenants do not pay rent, or other amounts that are owed in accordance with respective State laws; (b) Tenants, their guests, or the occupant(s) violate this lease, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenants abandoned the premises; Tenants shall be responsible for all expenses incurred by Tenants' default including reasonable attorneys' fees, advertising fees, preparation for re-entering, and preparation for re-renting.

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/ "GREEK LIFE"/ 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. Tenants will be charged a flat fine of \$100 for any lawn damage caused by repeated parking of vehicles on greenspace. **GREEK LIFE:** due to insurance company prohibitions and City regulations on off campus properties designated as fraternities or sororities or their satellites, tenants agree not to designate the property as a formal fraternity or sorority. No reference to the property as a Greek entity will be made in any SU or ESF directories, nor will any Greek signs be displayed to the public view. If this rule is violated, and a Rent From Ben property is described or presented as a Greek establishment by tenants, tenants may be evicted and be held liable for any costs, legal or otherwise, associated with re-insuring and re-renting the property. Individual students who happen to be tenants and members of a Greek entity is not a problem, only when tenants present the property as a formal Greek location will result in the above listed penalties.
26. **CURBSIDE TRASH:** Landlord agrees to contract for and provide weekly curbside trash service for the duration of this lease. Tenants agree to pay \$7/per tenant/per month for this service, which will be deducted from their security deposits at the end of the lease. This trash service is not mandatory, and tenants may OPT OUT of this trash service in writing, prior to the start of lease. A written request signed by ALL occupants of the house is required to enact the opt out. Regardless, Tenants remain liable for any illegal trash putouts or excess trash fees (i.e., Tenants placing trash on the curb on wrong days, placing illegal 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 the house. **A NOTE ON MOVE OUT GARBAGE:** Because the City of Syracuse limits the amount of trash put out per week, tenants who generate an excessive trash pile at move out time that violates the city proscribed limit will be charged an excess trash fee of \$35 per person by landlord to cover the cost of labor, gas, and dump fees.

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. 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 the tenant's part to operate under these difficult Syracuse winter conditions is not the fault of the Landlord. LANDLORD RESPONSIBILITIES: Landlord agrees to contract with a plow service to plow driveway for the duration of winter. Plow service will be delivered within 24 hours of cessation of snowfall. Tenants can opt out of the plow service by notifying landlord in writing prior to September 30<sup>th</sup> of the lease year. If tenants retain plow service, they 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 not be charged nor plowed due to the fact it does not have a plowable driveway). After a driveway has been plowed by Landlord, Landlord is not responsible for any snow deposits created by City of Syracuse plows on city owned driveway aprons.
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:** Tenants must pay for damages suffered and money spent by the Landlord relating to any claim arising from any act of neglect by Tenants. Tenants are responsible for all negligent acts of the tenant's family, employees, guests, or invites. The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's gross negligence.
30. **DISPUTE:** It is expressly agreed by the parties hereto that in the event a dispute arises during or after the term of this lease which results in the commencement of a lawsuit by either party, the non-prevailing party shall pay all reasonable attorneys' fees and expenses incurred by the prevailing party. In case any one or more of the provisions contained in this lease shall, for any reason, be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this lease, but this lease shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this lease unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transaction contemplated under this lease to be unreasonable. This lease may be executed in counterparts, each of which shall be deemed to be one and the same instrument. Delivery via electronic means shall be considered effective. This lease and the performance of this lease shall be governed, interpreted and construed pursuant to the laws of the State of New York, without respect to its principles of conflicts of laws. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
31. **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 be 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 the lease at his discretion.
- 32.. **CLEANING:** New Tenants moving into a completely vacated (non-renewal or partial renewal) apartment have a choice on cleaning. This choice must be made and reported to Landlord by April 1st. Failure to report a preference will result in defaulting to Option 1.

**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 the 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 the official lease start date (usually 1-2 weeks early) once previous tenants have moved out and Landlord has completed repairs, painting, and safety inspection. Compensated time spent cleaning, which only includes actual cleaning and not moving in, purchasing supplies, etc by tenants, will fall within normal cleaning industry standards, and will be capped as follows: 8 hours for 1-bedroom/studio apartments, 13 hours for 2 bedroom apartments, 16 hours for 3 bedroom apartments, 18 hours for 4-bedroom apartments/houses, and 20 hours for apartments or houses of 5 or more bedrooms. Tenants must conduct cleaning within 5 days of moving in, and provide the Landlord with before and after photos to document cleaning was actually performed. Failure to provide photos, or complete the cleaning within 5 days of moving in will result in tenants receiving a maximum of \$50 credit for cleaning. Photos must document and support the cleaning hours worked.

Tenants who choose Option 2, but decide to change to Option 1 after notifying landlord, agree to delay possession of their apartment at no penalty to Landlord until the 5th of the month, to allow Landlord time to contract and schedule cleaners. At the end of this lease, tenants are responsible to deliver premises back to the 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 at the market rate (\$25-35/hour).

- 33. **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 tenants fail to properly clean their bedroom areas prior to vacating.
- 34. **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.
- 35. **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, 11700 W Charleston Blvd #170-685, Las Vegas, NV 89135

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

**COINBASE/BITCOIN:** use the account email handle [tupper.property.management@gmail.com](mailto:tupper.property.management@gmail.com)

**CASH PAYMENTS:** appointments to pay with cash may be made by contacting Ben at [ben@rentfromben.com](mailto:ben@rentfromben.com)

**CHASE QUICKPAY/ZELLE:** use the phone number 702-235-6676. You may see a note from your bank saying the payment went to Double Mellowed.

**FEE BASED OPTIONS:**

**PayPal:** use the account email handle [ben@rentfromben.com](mailto:ben@rentfromben.com) PayPal will charge a 2.9% fee to Landlord, which will be deducted from tenant security deposit at the end of the lease. This averages \$20 a month, which add up to over \$240 in deductions from your deposit. Your payment will show the payment is to DAISY CUTTER MANAGEMENT.

**CREDIT CARDS:** pay online at rentfromben.com, click on "payment" tab.

SIGNATURE                      PRINTED NAME                      DATE                      EMAIL ADDRESS                      CELL #                      PARENT CONTACT#

please provide a NON- SYR.EDU email

SIGNATURE	PRINTED NAME	DATE	EMAIL ADDRESS	CELL #	PARENT CONTACT#

Signature For Landlord: \_\_\_\_\_ Ben Tupper, Owner Rentfromben.com | Date \_\_\_\_\_, \_\_\_\_\_