

BEN PROPERTIES
RESIDENTIAL LEASE AGREEMENT



1. Preliminary Terms

This Rental Agreement is made this ____ day of _____, 20____, between

Tenant's Name: _____
SS# _____ D.O.B. ____/____/____
Permanent address: _____
Permanent phone: _____
Cell phone: _____
Email address: _____
Driver's license number: _____
Employer: _____
Employer phone: _____

Tenant's Name: _____
SS# _____ D.O.B. ____/____/____
Permanent address: _____
Permanent phone: _____
Cell phone: _____
Email address: _____
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Email address: _____
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Employer: _____
Employer phone: _____

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SS# _____ D.O.B. ___/___/_____
Permanent address: _____
Permanent phone: _____
Cell phone: _____
Email address: _____
Driver's license number: _____
Employer: _____
Employer phone: _____

*****Primary Tenant Contact:** _____ (needed for move-in packet information, etc).
Address _____ **City** _____ **ST** _____ **Zip** _____

(All above hereinafter referred to as "Tenant") and BEN PROPERTIES, PO BOX 19762, Cincinnati, Ohio 45219 (513) 381-6866 benproperties@cinci.rr.com www.benproperties.com
(Hereinafter referred to as "Landlord")

For the rental property (hereinafter referred to as "premises") described and located at:

Tenant grants permission to the Landlord to verify the validity of all of the above information within 10 business days of this Agreement. If the Agreement is approved, all conditions shall remain in effect for the duration of the Agreement. If this Agreement is not found to be acceptable, Landlord shall notify Tenant of the termination of this Agreement and the return of the Security Deposit, minus a \$40 non-refundable application fee.

2. Term

The premises are hereby leased for a term beginning _____, 20____ and ending _____, 20____. Tenants understand that if on _____, 20____, the building requires cleanup and/or unreported maintenance due to late move-out of previous tenant, Landlord will be given sufficient time to correct. This will not affect the responsibility of new Tenant to take occupancy.

3. Contacts

All parties agree that requests for maintenance are made only through the Primary Tenant Contact listed herein. Only requests via email to benproperties@cinci.rr.com from the Primary Tenant Contact will be considered valid and Landlord will respond in a timely manner. This will insure prompt and accurate response by the Landlord or Landlord's representative, this also serves as your permission to allow Landlord or Landlord's agents onto property to address maintenance request.

4. Use of Premises

Tenant agrees that the leased premises are to be occupied for residential purposes only by those persons signing this Lease Agreement, and that no other persons shall occupy such premises without the written consent of the Landlord.

5. Rent

The Tenant agrees to pay without demand by Landlord, and Landlord agrees to accept, as rent for the use and occupancy of the premises the sum of _____ dollars (\$ _____) for the term of this Lease Agreement, payable in advance in **12** equal payments of \$ _____ on or before the first day of each and every month, commencing _____. All rent payments to the Landlord shall be made online through www.Innago.com. Failure to pay rent after it is due constitutes a breach of this Rental Agreement. Interest on any outstanding rent and/or penalty, including any amount reduced to a Judgment by a Court of Law, shall be at 18 percent. Furthermore, if rent is not paid in full when it is due, and without demand of the Landlord, the Tenant agrees to pay \$20 additional rent for each day the rent is late, until received by the Landlord. If any part of rent is paid by an e-check or credit card that is returned, Tenant agrees to pay a Returned Check Charge in the amount of \$75 plus any additional rent for the late rental payment. Tenant acknowledges that notification to the Landlord by the bank of a returned check will be a minimum of one week and that rent is considered unpaid from the first of that month until actual funds are transferred and in the possession of the Landlord. **EACH PERSON WHO HAS SIGNED THE LEASE AGREEMENT IS LIABLE FOR THE ENTIRE RENT, NOT JUST HIS/HER PRORATED SHARE THEREOF, AND PAYMENT IS TO BE MADE BY ONE OR ALL THROUGH INNAGO.COM.** Landlord may report unpaid rent and damages to a Credit Bureau. Landlord will give Tenant a 60 day notification in writing in the event of a change in rent for the next rental period. If Landlord must bring charges in order to enforce this Lease, Landlord is entitled to all costs, including but not limited to attorney's fees and/or other costs or expenses incurred by Landlord for the enforcement of or the collection of any amounts due under this Rental Agreement.

6. Security Deposit

Tenant agrees to pay a Security Deposit for these premises in the amount of \$ _____. The Security Deposit is for the strict performance of obligations under this Lease and the Security Deposit serves as a damage deposit for unreasonable wear and tear on the part of the Tenant. The Security Deposit shall be refunded within 30 days after a proper termination of this Agreement, return of all keys, proof of payment of all utilities, inspection of the leased premises showing the premises to be in a clean condition with no damage, ordinary wear and tear excepted. The tenant is required to give *at least* 60 day written notice of intent to vacate property at end of lease or once tenant is "month-to-month." BEN Properties LLC will ask about your intent to renew before prime leasing season, typically mid-October. **THE TENANT SHALL AT NO TIME APPLY THE SECURITY DEPOSIT AS RENTAL PAYMENT.** Should damages to the premises exceed the Security Deposit, Tenant agrees to reimburse the Landlord for actual damage expense. At the end of the term of the Lease, Tenant must do the following to the Landlord's satisfaction: (a) leave the premises clean, including but not limited to the appliances, closets, cabinets, bathrooms, floors, carpet and windows, \$50 per item will be charged for any missing smoke detectors and/or carbon monoxide detectors, & \$25 will be charged for missing battery per detector, remove all trash and personal belongings from the premises entirely; (b) turn in all keys to the Landlord or pay the Landlord the cost of replacing the locks; (c) leave a forwarding address

in writing via email with the Landlord. Tenant may be charged \$100 per hour for hauling and \$40 per hour for cleaning if Tenant does not satisfy what is outlined in the BEN Properties' move-out procedure packet. **Carpets are to be professionally steam cleaned by Tenant and paid receipt given to Landlord.**

7. Utilities

Tenant agrees to pay for all utilities and agrees to contact the appropriate utilities to have services placed in a Tenant's name prior to the beginning date of this Lease Agreement. The Tenant warrants that he/she will notify the Landlord if there is no functioning smoke detector in the dwelling. The Landlord is responsible for the installation of smoke detectors, and the Tenant is responsible for the installation of batteries, periodically verifying their performance and reporting said performance to the Landlord.

8. Quiet Enjoyment

Tenant shall be entitled to the quiet enjoyment of the premises and Tenant shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, nor use the premises for any unlawful purposes. Tenant shall not violate any law or ordinance, nor commit waste upon the premises, nor do any harm to the premises, nor commit nuisance as making unreasonable use of premises that interferes with neighboring property rights.

9. Assignment and Subletting

Tenant agrees not to rent or sublet or in any way assign the right to reside in the leased premises or any portion of the leased premises without the written consent of the Landlord. An assignment, or license, without the prior written consent of the Landlord and roommates (if applicable) shall be void and shall, at the Landlord's option, terminate the Lease. BEN Properties application must be filled out by Sublet. Sublet is required to pay Landlord \$100 subleasing service fee if they are to be added to Innago.com. The fee will be waived if Tenant continues to pay through Innago.com and Sublet is not added to the Innago.com account.

10. Entry for Inspection, Repairs, and Alterations

Tenant agrees to allow the Landlord and the Landlord's representative to have free access to the leased premises at reasonable times and upon reasonable notice (except in emergencies or if it is impractical to give same) for the purpose of (a) inspecting the premises; (b) making ordinary, necessary or agreed services; (c) exhibiting the premises to prospective tenants, workmen or contractors, mortgage's, prospective or actual buyers; (d) to collect rental payments. Tenant agrees not to unreasonably withhold Tenant's consent to such entry. Failure to cooperate may be cause for termination of Tenant's Lease and forfeiture of Security Deposit. If Tenant is not available to permit entry into the premises, the Landlord or the representative may enter it for such purposes without liability therefore. However, such liability will exist when ordinary and reasonable care is not taken to protect the Tenant's property.

11. Redecoration or Alterations

Tenant shall not make alterations, additions or improvements to the leased premises or redecorate them in any way that would constitute an alteration, or repaint the walls or woodwork, without first obtaining the Landlord's written consent. No equipment shall be installed that requires alterations of or additions to the physical structure, electrical system or plumbing of the premises. Personal items and equipment of the Tenant must not exceed the capabilities of the premises that exist at the time of the signing of this Lease. If Tenant chooses to use such items or equipment, the cost of altering the premises will be at the Tenant's expense and liability. Carpets or any other kind of floor, window or wall coverings, which are nailed or cemented to any surface by the Tenant, may be removed by the Landlord at the cost of the Tenant at the expiration of the Lease. No window coverings will be allowed other than mini-blinds. Landlord will promptly remove any other such item at Tenant's expense. Tenant agrees not to place any lock or fastening device on any door, including bedrooms, which might impair emergency entrance in the Tenant's absence. Tenant may add a lock only if the Landlord gives written approval and is given a key to the lock. Tenant agrees to permit Landlord to remove any such lock if a key is not given.

12. Repairs

Tenant shall keep the premises and fixtures which are leased for the Tenant's exclusive use in good order and condition and shall pay for all repairs to the premises or fixtures caused by Tenant's negligence or misuse or that of Tenant's guests. Tenant agrees to pay for all such damages within 30 days of presentation of billing or the sum shall become additional rent payable on demand. The Tenant shall give the Landlord prompt written notice of any maintenance, accident, fire or damage occurring on, about, or to the premises, or its furnishings or fixtures. Landlord shall not be liable for damages or injury caused by failure to keep the premises repaired if the need for said repair was not communicated to the Landlord by the Tenant and was not reasonably within the knowledge of the Landlord.

13. Landlord's Nonliability for Loss or Injury

The Tenant agrees that the Landlord shall not be responsible for loss or injury received on the leased premises. Landlord will not be responsible for loss and/or injury to the Tenant from lead paint or asbestos, should any be present. In the event that the rental property is for any reason uninhabitable, the Landlord will not be responsible for personal and household possessions or the Tenant having to move to a new location. The Tenant further agrees that the Landlord shall not be responsible or liable for loss or damage to any personal property belonging to the Tenant. All personal property placed in the rented premises or in any part of the building or elsewhere upon the leased premises, including motor vehicles, shall be placed there at the risk of the Tenant or the risk of the person owning such property. TENANT AGREES TO OBTAIN RENTER'S INSURANCE COVERING PERSONAL PROPERTY AND LIABILITY. All property shall be removed when Tenant leaves the premises, and anything left behind shall be considered by the Landlord and Tenant to be abandoned and discardable immediately upon the Tenant leaving the premises. Any costs of disposal of abandoned property shall be the Tenant's and shall be deducted from the Security Deposit or paid to the Landlord if said balance is insufficient to reimburse for disposal of the property. This provision shall survive the termination of this Agreement.

14. Rules

In an effort to provide the Tenant with a clean, safe and comfortable residence, and to establish and maintain a good relationship between the Tenant, the Landlord, and neighbors the following rules have been established.

- a. **NO PETS:** No pets are allowed on the premises at any time, including pets of guests. Any violation of this rule shall result in the sum of \$500 due and payable to the Landlord by the Tenant. Tenant is to immediately remove the pet within 24 hours or an additional \$100 per day will be charged for each day the pet remains on the premises.
- b. **NO WATERBEDS:** No waterbeds are permitted on the premises.
- c. **KEYS:** There shall be a \$10 charge for each lost key. There shall be a \$100 charge each time the Tenant is locked out and requires the Landlord to unlock the door.
- d. **SIGNS:** The Tenant shall not exhibit signs or placards in the windows or any other part of the premises visible from the outside. Landlord will remove any such unauthorized signs.
- e. **EXTERIOR HANGING OF ARTICLES:** At no time shall any washing, rugs, clothing, apparel, or other articles be hung out of the windows or on any balconies, decks, or porches.
- f. **ODORS.** No unusual odors shall be produced or permitted in or about the premises.
- g. **CONSIDERATION OF OTHERS:** The Tenant shall not commit or permit any act that will unreasonably interfere with the rights, comforts, or convenience of others. The Tenant shall keep the volume of any radio, TV, stereo, or musical instrument sufficiently reduced at all times so as not to disturb others.
- h. **VISITORS:** The Tenant shall be responsible for his/her visitors and guests and their actions. Guests are defined as anyone who stays at the residence three consecutive nights or less without written permission of the Landlord. Guests occupying the premises more than 3 days must obtain Landlord permission, will be considered Tenants, and will be subject to additional rental payment immediately.

i. **LIGHT BULBS:** The premises shall be supplied with light bulbs, fuses and fluorescent starters at the time of occupancy. The Tenant is responsible for furnishing replacements thereafter and shall have replacements upon vacating.

j. **TOILETS:** Sanitary napkins, tampons, rags, paper towels, dental floss, or any other materials that might cause stoppage are not to be placed in toilets. Tenant will be responsible for any resulting damage.

k. **PEST CONTROL:** The Landlord/agent as needed shall provide pest control, and the Tenant shall provide the Landlord/agent access for it. If the Landlord/agent determines that a Tenant is contributing to the problem, the Tenant shall be responsible for the cost of exterminating, including but not limited to bed bugs. Bed bugs originate in any furniture, furnishings, bedding, and clothing of other personal property in your apartment/house. Tenant must contact Landlord immediately of any indication of bedbugs in your apartment/house, and to cooperate with all activity in connection with the abatement thereof as an aspect of Tenant's responsibilities under Section 5321.05 (B) of the Ohio Revised Code.

l. **UNSANITARY CONDITIONS:** The Tenant shall not cause any unsanitary conditions in or about the premises. Tenant agrees to keep the leased premises in a safe, clean, sightly and sanitary condition at all times. The Tenant shall promptly dispose of all rubbish, garbage, and other waste in proper receptacles. Any fines issued by the City of Cincinnati to the Tenant or due to the Tenant's action, including fines related to yard waste, improper use of trash receptacles, and failure to keep lids on all trash receptacles, shall become the Tenant's responsibility. Should the Tenant fail to pay the fine, the Landlord will pay the fine at the Tenant's expense plus a \$50 service fee. This expense becomes immediately payable as additional rent. No trash, bottles, or papers shall be left in any common areas or yard. Tenant agrees to keep all plumbing fixtures as clean as their condition permits.

m. **WINDOWS AND DOORS:** The Tenant is responsible for replacing all cracked or broken window or door panes and all damaged window or door screens that occurred during the term of the Lease, regardless of cause. Screens and window treatments of any kind are not included in the rental price. However, if any are present, the Tenant is free to use on loan. The Landlord will neither replace nor

repair them. The Tenant agrees to place mini-blinds in windows if none are present, in lieu of any other type covering. The Landlord will immediately remove any unauthorized window coverings.

n. **BALCONIES, PORCHES, ROOFS:** If the premises possess a balcony and/or porch that is not located on the ground floor, Tenant agrees not to use said balcony or porch, unless in case of an emergency. Tenant is forbidden to access roof at any time. Tenant will be responsible for any damage to the balcony, porch, or roof caused by Tenant or Tenant's guests if this regulation is violated. Such damage will become immediately payable as additional rent. Landlord will not be held liable for any injury resulting from its use. **AT NO TIME SHALL UPHOLSTERED FURNITURE BE PLACED ON THE OUTSIDE OF THE PROPERTY, EITHER IN THE YARD OR ON A PORCH.** The Landlord will immediately remove such items at Tenant's expense. This expense becomes immediately payable as additional rent.

o. **YARD CARE:** It is the responsibility of the Tenant to keep the yard in clean condition at all times and free from any debris and litter. Should the Tenant not keep the yard in clean condition, Tenant will be given 2 days notice to either clean the yard or have the Landlord clean it at Tenant's expense. This expense becomes immediately payable as additional rent.

p. **DRIVEWAYS AND WALKWAYS:** The Tenant shall keep all driveways and walkways free and clear of all belongings and shall use the same for no other purpose than ingress and egress from the premises. The Tenant shall keep all walkways free and clear of ice and snow.

q. **TENANT SHALL PROMPTLY NOTIFY LANDLORD OF ANY WATER LEAKAGE IN THE CEILING, WATER OR GAS PIPES, DEFECTIVE ELECTRICAL WIRES OR FIXTURES, OR ANY EQUIPMENT FAILURE.**

15. Termination

Tenant agrees that upon any breach of this Agreement the Landlord may terminate this Agreement and/or require the Tenant to surrender possession of the leased premises to the Landlord upon giving three days' notice if for failure to pay rent or 30 days for any other breach. If the Tenant vacates the premises prior to termination of the period of the Lease, the Landlord may at his option terminate this Agreement and regain possession in the manner prescribed by law.

16. Waiver

The waiver by the Landlord or Tenant of any breach shall not be construed to be a continuing waiver of any subsequent breach.

17. Unenforceable

If any part of the Lease Agreement shall be determined to be unenforceable, the remainder of this Lease Agreement shall be unaffected and shall remain in full force and effect.

18. Additional Rights

The Tenant and Landlord agree that this Agreement contains the sole and only agreement between them concerning the premises and correctly sets forth their rights and obligations to each other concerning the premises as of this date. Any additional rights or privileges incident to this Agreement shall be set forth in a written sheet attached hereto and signed by both Tenant and Landlord. Upon execution thereof, such additions shall become a part of this Lease Agreement as if fully written herein. Any agreement or representation respecting the premises or the duties of either the Landlord or Tenant in relation thereto not expressly set forth in a written sheet and attached hereto is null and void.

19. Time is of the essence with regard to this Lease Agreement and any provisions thereof.

Agreed Upon by:

BEN Properties LLC

Print

Date _____

Signature

*****Please see attached Lead Paint Disclosure if property was built before 1978.**