



Benson Property Management, LLC

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RESIDENTIAL LEASE

Apartment - Condominium - House

By this AGREEMENT made and entered into on, (Today's Date)
between **Benson Property Management, LLC**, herein referred to as Lessor, and
 (Occupant Lessee)
(jointly and severally if more than one) herein collectively referred to as Lessee. Lessor leases to Lessee
the premises situated at (Street Address, Unit, Storage & Parking)
 in the City of
 , County of , State of and more
particularly described as follows: (Common Name)
together with all appurtenances, for a term of (#) -months, to commence on
 (Start Date) and to end on (End Date) ,
at **12:00 o'clock p.m.**

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum
of (Dollar Amount) \$.00 per month in advance of the 1st day of each calendar
month. Any payments received after this due date are late. The first payment being due on
 (Date of First Rent Payment) ,
at (Rent Payment Location) ,
or at such other place as Lessor may designate.

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2. Rental Deposit. A new Lessee may reserve the right to lease the demised premises by depositing
with Lessor a mutually agreed upon amount as a Rental Deposit. The Rental Deposit serves only to hold
the demised premises and not as a security deposit. Once Lessee has moved-in AND this lease has
commenced, the Rental Deposit shall be applied to the Security Deposit.

3. Security Deposit. Upon the commencement of this lease, Lessee deposits with Lessor
 (Deposit Amount) \$.00. Receipt of which is acknowledged by Lessor, as security
for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, no
later than 45 days of the full and faithful performance by Lessee of the provisions hereof and the unit is
vacated (see Vacated below).

4. Renewal. If this lease is a renewal or upon any subsequent renewal, any increase in the security
deposit must be paid with the acceptance of the new lease by way of separate check and noted that it is to
be applied as a security deposit.

5. Early Termination. In the event that Lessee must terminate tenancy prior to the expiration of
the lease term, and is unable to secure a sublettor, the tenant will be responsible for lost rental income and
other costs (including advertising) necessary for re-leasing the unit. The security deposit may be used for
expenses related to early termination.

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6. Late Payments. A (#) day grace period will be extended to the Lessee. During such time the rent will be considered late; however, late fees will not be applied if full rent is paid within the grace period. In the event that full payment is not made within the grace period a \$.00 late fee will be imposed. Any amount of unpaid rent or fees outstanding beyond thirty (30) days will incur interest and penalties at a rate of Four percent (4%) per month. Exceptions may be made and leniency granted only in the event of a written notice from tenant prior to the rent due date. Any payments received after the due date, and any late fees, interest or penalties will be taken into consideration upon any offer to renew this lease and the rent amount therein.

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7. Returned Checks. If for any reason a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Twenty-five Dollars (\$25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After a second instance, within the term of this lease, a payment is dishonored by the bank for any reason, Lessee must thereafter secure a cashier's check or money order for any payments of rent, fees fines or other charges.

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8. Default in Compliance. If any default is made in the performance of or compliance with any term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within seven (7) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

9. Keys. Lessee shall be given Two (2) copies of all keys to the demised premises, common areas and accessories thereto. If any keys are lost by Lessee or if all original and duplicate keys are not returned to Lessor following the termination of this lease, Lessee shall be charged Thirty Dollars (\$30.00) to cover the cost of re-keying the unit, common areas and accessories.

10. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained such permission, Lessee agrees to pay for changing the locks and will use a licensed and insured locksmith specified by Lessor and will provide a copy to Lessor within 48 hours. If Lessee changes the lock without written permission from Lessor, or from a locksmith other than specified by Lessor, and refuses to provide Lessor with a duplicate key, Lessor may terminate this lease by giving a seven (7) days notice.

11. Lockout. If tenant becomes locked out of the rental unit at any time, tenant shall be required to contact (Name & phone no.) to have a new key cut and issued.

12. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

13. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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14. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than (#) person(s) as named above, consisting of (#) adult(s) and (#) child(ren) under the age of eighteen (18) years, without the written consent of Lessor. Additional persons shall not occupy the demised premises without written consent from Lessor. Such additional persons will be added to this lease and bound by the terms herein. Lessor may increase the monthly rent for each occupant added subsequent to the execution of this lease. Any person staying more than seven (7) cumulative days within any twelve (12) month period, without consent of Lessor, is considered as occupying in violation of this term.

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15. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all surroundings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

16. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease. In the event that Lessee is unable to secure an agreeable party to assume the sublet, all expenses to sublet and any loss of rent for the period of the original lease shall be the responsibility of Lessee.

17. Alterations and Improvements. Lessee shall not paint or paper any surface or otherwise redecorate or make alteration to the demised premises without the prior written consent of Lessor. Upon Lessor's consent a licensed and insured vendor will be made known to the Lessee. Painting, papering or other redecorating may only be performed by the vendor specified by Lessor. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

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18. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

19. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

20. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises except that (list utilities)

_____ shall be provided by Lessor. Any utilities paid for by Lessor, that increase by fifteen percent (15%) of the same period in the previous year, shall be paid by Lessee.

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21. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee will notify Lessor immediately of any damage or malfunction of the fixtures in the house or about the leased premises. Lessee will replace any furnace filter monthly; keep the electric bells in order; keep the walks free from dirt and debris. At Lessee's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, electric, plumbing and gas fixtures whenever damage thereto shall have resulted from misuse, waste, neglect or failure to provide timely notice of damage or malfunction to Lessor of the Lessee or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

22. Animals. Lessee shall keep no domestic, exotic or other animals on or about the leased premises without the written consent of Lessor. Any approval of a pet does not constitute approval for another. A pet deposit will be required from Lessee for any such consent of Lessor

23. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon provided Lessee is notified twenty-four (24) hours in advance of such an inspection. In the event of a fire, water, weather, criminal or other emergency that may cause damage or harm to the demised premises, those adjacent thereto, or the occupants thereof, the Lessor, his assigns or emergency personnel may enter the demised premises without notice or warning.

24. Display of Signs. During the last days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof except that it shall be terminated on 30 days written notice served by Lessor or 45 days written notice by Lessee. Further that the rent for this month-to-month tenancy shall be increase by 20% of the rent amount during the term of this lease.

27. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. (See also Vacated below)

28. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor .by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

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29. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

30. Parking. Parking or storage of commercial or recreational vehicles such as ATV, Campers, motorcycles, boats, trailers, motorcycles, snowmobiles, personal sports mobiles, canoes and/or watercraft and other motorized vehicles of any kind is not permitted on the demised premises without the written consent from Lessor. Vehicle(s) listed below are permitted to park on the premises. Any other vehicle that is not registered with Lessor or is suspected in violation of the Number of Occupants clause above are subject to removal at Lessor's discretion.

a. **Year / Make / Model / Color / Plate:**

Vehicle 1: _____

Vehicle 2: _____

31. Vacated. Upon the natural expiration, or the early termination of this lease, the effective date of vacancy will be upon the removal of all personal properties from the unit as well as storage or parking areas and all copies of keys have been returned to Lessor.

32. Other Terms:

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33. Addendums to Lease: (tenant initial or strike)

 Pet, Paint, Cleaning, Parking, Condo,
 Sec-8, Mailed Rent

34. Attachments (tenant initial or strike)

 Energy Efficiency Disclosure, Lead Based Paint Pamphlet
 Regional Landlord/Tenant Law, Smoke Free Housing
 Regional Tax Refund Application, Renters Insurance Info
 Authorization for Automatic Rent Collection, Condo Docs
 Electronic Notices,

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Occupant Lessee Signature: _____

Printed: _____

Occupant Lessee Signature: _____

BPM Authorized Agent

Printed: _____

* Co-signer or non-occupant Lessee Signature: _____

Printed: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

* Co-signer or non-occupant Lessee requires demographic information of Tennat Application to be completed and attached hereto.

ADDENDUMS TO RESIDENTIAL LEASE

1. ____ Pet. See Pet Policy
2. ____ Repainting. The unit has been professionally painted with a high quality paint warranted for a period of ten (10) years. Repainting within five (5) years or less will not be considered normal wear and tear and therefore Lessor may use the security deposit for the expenses of repainting. The unit was been painted on
3. ____ Cleaning. This unit has been professionally cleaned prior to your occupancy. ____ Upon expiration of this lease, or any subsequent, the premises must be in the same condition once vacated. Upon the discretion of Lessor, should professional cleaning again be required, Lessor may use the security deposit for such expense.
4. ____ Parking. Each Lessee is permitted one (1) personal parking space on a first come first serve basis. Guest parking is available while accompanying or visiting Lessee or the unit and only in those spaces at which time are not reserved. Additional parking spaces may be rented for a monthly fee, and on a month to month basis.
5. ____ Condo - Use of Premises. Lessee must adhere to the Association's Declaration, By-Laws and Rules & Regulations. A Copy will be provided by the Lessee by the Management Company.
6. ____ Sec-8 - Security Deposit. Any return of eligible security deposit will be refunded no later than 30 days after unit is vacated as evident by the return of all key copies and the removal of all personal property.
7. ____ Mailed Rent - Default. Any rent payment received or postmarked after the 1st of each month is considered to have been paid late. If full payment of rent and any fees is not received or postmarked by the 7th of each month, Lessor may choose to terminate this lease and have Lessee removed from the premises. Upon the conclusion of this lease, all late payments during this