

**RESIDENTIAL LEASE**

This lease agreement is made on the date of \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ between 572 Jersey Avenue, LLC (“Landlord”), c/o Bermeo Property Management, 325 Eighth Street, Unit 1, Union City, NJ 07087, and JOINTLY AND SEVERALLY, \_\_\_\_\_ collectively, “Tenant”, for lease of the premises located at 572 Jersey Avenue, Unit \_\_\_\_ in the city of Jersey City, County of Hudson, State of New Jersey (the “Premises”).

Use of the term "Lease" in this agreement refers to the initial term of the lease, and to any extension or renewal of the initial term unless noted.

THIS AGREEMENT SHOULD BE READ AND UNDERSTOOD BEFORE BEING SIGNED. IT IS A BINDING LEGAL AGREEMENT.

***Term of Lease***

1. The initial term of this Lease will be for a period of \_\_\_\_\_ beginning at 12:00 midnight on \_\_\_\_\_ and will end at 12:00 midnight on \_\_\_\_\_. If Tenant takes possession and uses the Premises at any time before the term begins, this Lease will begin on the date that possession begins and will terminate on the date specified. Tenant must pay rent to Landlord for any period of early occupancy at the monthly rate specified in Paragraph 2, prorated for any period of occupancy for less than a month at a rate of 25 percent (25%) of the monthly rate for each week or portion of a week of occupancy, to a maximum of the monthly rent.

***Rent and Late Charges***

2. The rental for the term is \$\_\_\_\_\_ per year, payable in monthly payments of \$\_\_\_\_\_ in advance on the \_\_\_\_\_ day of each and every calendar month during the term of the Lease. Rental payments shall be made via check payable to “572 Jersey Avenue, LLC” and shall be delivered to Bermeo Property Management at the office listed above. If Tenant pays the monthly rent by personal check, Tenant agrees it will be paid by no more than two (2) checks.

Landlord may require, as additional rent, the payment of a late charge for any monthly payment not received as of the 5th day following the day on which rent is due. This charge shall be five percent (5%) of the monthly rent payment. Tenant acknowledges that rent is due and payable on the \_\_\_\_\_ day of the month and there is no grace period as it relates to the rent being due, and the assessment of the late charge does not in any way alter the agreed upon fact that rent is due and payable on the \_\_\_\_\_ day of the month. Landlord may also charge Tenant a fee of \$50.00, as additional rent, for every check that is not honored by the bank on which it is drawn. Landlord then reserves the right to demand that further payments be made payable in cash or certified checks.

Landlord reserves the right to pass along the costs of capital improvements, and increases in property taxes, water or sewer charges in accordance with applicable rent laws.

### ***Security Deposit***

3. Tenant shall pay to Landlord a security deposit in the amount of \$\_\_\_\_\_. This amount shall be held in trust by Landlord as security for Tenant's performance of each and every term and condition of this Lease, including, to compensate Landlord for any unpaid rent, utility bills, or repairs to the premises except for repairs resulting from reasonable and natural wear and tear on the premises. Tenant may not apply the security deposit to any rental payment for any reason, except as permitted by law. The security deposit will be deposited in an account at Chase Bank, 125 River Street, Hoboken, NJ 07030. Landlord reserves the right to transfer the security deposit to another financial institution from time to time with prior notice to Tenant.

Landlord shall pay income earned on the deposited security deposit to the tenant annually on the renewal or anniversary date of the tenant's lease. At Tenant's option, payment shall be made in cash or be credited toward the payment of any rental payment due at the time of renewal.

Within 30 days after the end of this Lease or any renewal term, Landlord will return to Tenant the security deposit and Tenant's portion of the interest, less any deductions made under this Lease. Landlord is authorized to deduct from the security deposit the full amount of any reasonable cost incurred as a result of Tenant's breach of any term or condition of this Lease, including compensation for Landlord's own labor at the rate of \$50.00 per hour. Landlord shall provide Tenant with a statement itemizing the interest and any deductions within 30 days after the termination of the tenancy. Tenant shall provide Landlord a correct forwarding address at least two weeks before the end of the tenancy.

If Landlord's interest in the building in which the Premises are located is transferred, the Landlord shall turn over the security deposit plus Tenant's portion of the interest to the new landlord. Landlord shall additionally notify Tenant of the name and address of new landlord. Notice shall be given within five (5) days after the transfer, by registered or certified mail. On providing notice, Landlord shall then no longer have any obligation to Tenant for the return of the security deposit and accrued interest or earnings.

### ***End of Term and Automatic Renewal***

4. If Tenant wishes to terminate this Lease at the end of its original term, Tenant must give Landlord written notice at least 90 days before the end of the term. This notice must be in writing and must be sent by certified mail or personally delivered to Landlord at the address at the top of this Lease. AN ORAL NOTICE IS NOT SUFFICIENT. If written notice of Tenant's intention to terminate this Lease is not given to Landlord within the time noted above, the Lease shall AUTOMATICALLY RENEW as a month-to-month tenancy on the same terms and conditions as contained in this Lease.

If at any time after the end on the original term of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to increase the monthly rental, Landlord shall give to Tenant a Notice to Quit terminating the tenancy under this Lease, and a Notice of Rent Increase, offering a new tenancy for a specified term at a specified rent. Notice shall be given at least 45 days before the date on which the new tenancy at the increased rent shall begin. If Tenant chooses not to accept the offer of a new tenancy, Tenant shall give Landlord a written notice of intention to vacate at the end of the then-current term, at least one month before the end of that term. If Tenant does not give this notice, the new tenancy shall automatically begin on the date specified in Landlord's notice, under the terms specified.

If at the termination of this Lease term, or at the termination of any term of renewal of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to change any of the terms and conditions of this Lease effective for the next renewal term, Landlord shall give tenant a Notice of Modification of Lease. Notice shall be given at least 45 days before the date on which the modifications are to become effective. If Tenant chooses not to accept the modifications, then the Tenant shall give Landlord a written notice of intention to vacate at the end of the term, before the modifications are to take effect. If Tenant does not give this notice, the modifications shall take effect on the date specified in Landlord's notice.

Landlord reserves the right to refuse to renew this Lease for any of the reasons permitted by law at the time of the refusal.

#### ***Utilities and Services***

5. Tenant agrees to promptly pay all bills and charges for utilities and services furnished to the Premises and to register the utilities and services in Tenant's name, except for water and sewerage services. Tenant understands and agrees that essential services are to be maintained and operational at all times. Any bills or charges for utilities and services which are not paid when due by Tenant, and are subsequently paid by Landlord shall be considered additional rent, due and payable with the next monthly rent payment.

#### ***Interruption in Utilities and Services***

6. Landlord is not liable for any stoppage or reduction of services caused by factors or forces beyond Landlord's control. If there is such an interruption, Landlord shall as soon as reasonably possible take all steps within Landlord's control to restore the service. Tenant agrees that if Landlord takes reasonable steps to restore the service, Landlord will not be liable to Tenant for the interruption. Nothing in this Paragraph 6 shall be construed to waive Landlord's warranty of habitability, or to limit Tenant's remedies in the event of a breach of that warranty.

#### ***Use of Premises***

7. Tenant shall possess and use the Premises only as a private residence for Tenant, Tenant's spouse and children. No other occupant or other use is permitted. Occupancy by any other persons is prohibited without written permission from the Landlord. Tenant will comply with all legal requirements for the use of the Premises, and will not use the Premises for unlawful purposes.

#### ***Tenant's Maintenance of Premises***

8. Tenant shall have ten (10) days from the start date of this Lease to notify Landlord of any damages or pre-existing conditions in the Premises. Any damages or pre-existing conditions not reported by Tenant to Landlord within this ten (10) day period shall be considered damages incurred by Tenant. Tenant shall take good care of the Premises, and maintain them in a clean and sanitary manner. At the expiration of the Lease, Tenant shall vacate and leave the Premises in the same condition as existed at the beginning of the term, except for reasonable wear and tear. If the Premises are not left in the same condition as existed at the beginning of the Lease term, Tenant will be responsible to pay Landlord for all cleaning costs and other costs for repairing damage to the Premises or to any fixtures. Tenant shall pay the cost of repair for any damage or breakage caused by Tenant, Tenant's family, visitors, or any other persons on the Premises with Tenant's permission. Tenant shall do nothing to destroy, deface, damage, or remove any part of the Premises or the building in which the Premises are located, including the plumbing and electrical fixtures, doors, windows, fences, shrubs, lawns, and common facilities. Tenant shall also pay the cost of repair for any breakage or damage to the common facilities or building in which the Premises are located, caused by the Tenant, Tenant's family, visitors, or any other persons on the Premises with Tenant's permission. Damage for which Tenant may be liable includes all replacement costs.

Landlord will supply and maintain a: refrigerator, range, dishwasher, and microwave. Tenant will keep Appliances

Initials of Tenant: \_\_\_\_\_

provided by Landlord in good working order and shall report and malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the Appliance repair or replacement. Tenant agrees that the Appliances are the property of the Landlord, and will remain with the Premises at the end of this Lease term.

Tenant shall promptly notify Landlord of any condition that requires repair. If Tenant does not provide prompt notice, Tenant is liable for any damage that occurs because of the delay. Tenant shall not repair damages to the Premises or to any fixtures without prior written consent of Landlord. Landlord shall have sole discretion in determining if professional repair service is required. Any payment due under this Paragraph 8 shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from the Landlord to Tenant.

In addition, tenant shall:

- a. be responsible for supplies such as light bulbs and batteries, and their replacement;
- b. ensure only toilet paper and human waste go in toilets, and not feminine products or other materials;
- c. be liable the cost of clearing any clogged drains or toilets in, or associated with, Tenant's unit;
- d. be responsible for remediation if Tenant or Tenant's guests cause an infestation of bed bugs or other insects;
- e. take steps to prevent pipes from freezing in winter, including maintaining a temperature in the apartment of at least sixty (60) degree Fahrenheit whether or not Tenant is present on the Premises, keeping windows closed, letting faucets drip on extreme days of cold weather, and notifying Landlord of an extended absence (one week or more);
- f. do nothing to cause the cancelation, or increase in the cost of, Landlord's fire or liability insurance; or
- g. if apartment has yard access, remove leaves, vines, etc. so that yard is maintained in same good condition as upon commencement of Lease.

#### *Pets*

9. Pets are NOT permitted.

#### *Delivery of Possession and Tenant's Right to Quiet Enjoyment*

10. Landlord shall make the Premises available to Tenant on the first day of the initial term of this Lease, unless possession is not possible due to the holdover of a prior Tenant or other condition beyond Landlord's reasonable control. Landlord is not liable to Tenant for a delay in delivering use of the Premises, but Landlord shall deliver possession as soon as reasonably possible. The obligations of the Landlord and Tenant under this Paragraph 10 are not excused because of any such delay, but Tenant's obligation to pay rent will begin on the date that Landlord actually gives possession of the Premises, and rent for any partial month of possession at the beginning of the term shall be prorated under the formula set forth in Paragraph 2 of this Lease. Tenant shall be entitled to the quiet enjoyment of the Premises, free from any interference from Landlord or any person under Landlord's control, during the term of the Lease as long as Tenant is not in default of any obligation under this Lease.

#### *Liability of Landlord and Tenant*

11. Landlord shall be exempt from any and all liability for any damage or injury to any person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the intentional act or omission of the Landlord. The Tenant agrees that the Landlord shall not be responsible or liable to the Ten-

Initials of Tenant: \_\_\_\_\_

ant or to those claiming by, through or under the Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the building of which the Premises are a part, or otherwise, from any cause whatsoever. The Landlord shall not be or be held, responsible or liable for, or by reasons of, any failure of water supply to or upon the land by these Premises, nor shall it be responsible or liable for, or by reason of, any defect, latent or otherwise, in any building upon said Premises, or any of the equipment thereof, or machinery or apparatus therein, or permanent fixture, or appliances, of, or in, said building, or the vaults thereof, or any of them, or for any fault, or defect of electric light or power supplied, or of any apparatus, or any appliance in connection therewith, or for any injury or loss of damage to persons or property resulting therefrom, nor shall it be responsible or liable for any injury, loss or damage to the Tenant or any person or persons, or to the Premises, or to any property of Tenant, or the person or party contained in any such building caused by or arising or resulting from the electric wiring or plumbing, water, gas, steam, sewerage, or the pipes, or by or from any machinery or fixtures or apparatus, or by or from any defect, or bursting, breakage, or by or from leakage, running, or the overflow of water or sewerage in any part of said Premises, or for any injury or damage caused by or resulting from fire, lightning, wind, water, snow or ice upon or coming through or falling from roofs, skylights, trap doors, windows or otherwise, or by or from other actions of the elements, or from any injury or damage caused by or resulting from any defect or negligence in the occupation, construction, operation, maintenance or use of any of said Premises, building, or any vault, machinery, apparatus or equipment, by any person or by or from the acts or negligence of the Landlord or of any occupant of the Premises. That the Landlord or his servants, agents or employees, shall not be held liable for any personal property left anywhere in the building or on the Premises or in automobiles or in the Landlord's or agent's care or custody. Personal property received by the Landlord, his servants, or employees, is received so only upon the responsibility and at the risk of the Tenant.

Tenant assumes the full responsibility and cost of defending, compromising, discharging, or otherwise satisfying any loss, liability, claim, or action that occurs due to the negligent acts or omissions of Tenant or Tenant's family, visitors, or other persons on the Premises with the consent of Tenant. Tenant shall also be responsible to reimburse to Landlord any cost incurred, as additional rent, including reasonable attorney's fees, due to the negligent act or omission of Tenant, Tenant's family, visitors, or other persons on the Premises with Tenant's permission. The Tenant hereby indemnifies and agrees to save harmless the Landlord for any occurrence during the term from and against any and all such loss and damage, and agrees that it will, on demand, repay to the Landlord any sum or sums of money that the Landlord may be compelled to pay for any such loss or damage, and the cost and expense of any action or legal proceeding brought against the Landlord upon or in respect of any claim for such loss, including necessary disbursements.

Tenant must give prompt written notice to Landlord of any condition or defect affecting the Premises that Tenant could reasonably foresee resulting in liability or loss. This notice must be given within twenty-four (24) hours after Tenant knows of the condition or defect affecting the Premises.

The Tenant agrees to quit and surrender the Premises whenever and for whatever reason this lease is terminated in good order and repair, reasonable wear and tear excepted. Tenant shall also be responsible for any damages done to the Premises or to the halls, staircases or windows, caused by or arising from the moving of the Tenant's furniture in or out of the said Premises and for the purpose of this lease, such person, firm or corporation as may actually move the said Tenant, shall be considered the agents of the said Tenant. If, at the time of the Tenant's vacating, the Premises are not in good order and repair, reasonable wear and tear excepted, then the Landlord may deduct from the security deposit of the Tenant a sum sufficient to meet the cost of redecorating and repairing the apartment for use by a successor Tenant and if the sum required to meet the cost of such redecorating and repairing exceeds the security deposit of the Tenant, then the Tenant agrees to pay the balance within thirty (30) days after such termination of his/her occupancy.

Any payment due under this Paragraph 11 shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from Landlord to Tenant.

### ***Conduct of Tenant***

12. Tenant must have regard and consideration for the comfort and convenience of other tenants in the building and surrounding area in which the Premises are located. Tenant will be responsible for the acts and conduct of Tenant's family, visitors, and any other persons on the Premises with Tenant's permission or in the building or surrounding area in

which the Premises are located. Tenant agrees to comply with the Rules and Regulations, which are attached to this Lease as Schedule A, and which are incorporated as terms and conditions of this Lease. Tenant is also responsible to ensure that Tenant's family, visitors, and any other persons on the Premises with Tenant's permission shall comply with the Rules and Regulations. During the term of the Lease or during any renewal term, Landlord may propose reasonable changes and amendments to the Rules and Regulations for Tenant's approval; Tenant shall not unreasonably withhold approval of proposed changes and amendments. Tenant agrees to accept any reasonable changes and amendments that Landlord may make to the Rules and Regulations at the beginning of any renewal term of the Lease. Failure to abide by the Rules and Regulations is a breach of this Lease. Landlord, however, will not be responsible to any tenant for the nonobservance or violation of the covenants by or agreements with any other tenant or Landlord.

#### ***Fire Hazards and Insurance***

13. Tenant agrees to use every reasonable precaution against fire and to promptly notify Landlord of any fire hazard, fire, or other accident on the Premises. Tenant shall not use the Premises or permit them to be used in such a manner that fire insurance or other insurance placed on the Premises or on the building in which the Premises are located shall be canceled, suspended, or rated a more hazardous risk than at the date of the execution of this Lease. On Tenant's breach of this obligation, Landlord may, in addition to other remedies provided by the Lease or by law, collect from Tenant, as additional rent, any increase in premiums on insurance carried on the Premises or on the building in which the Premises are located.

#### ***Security Not Promised***

14. The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security systems, and/or carbon monoxide detectors are in sound working order. Tenant further understands and acknowledges that although the Landlord makes every reasonable effort to make the Premises safe and secure, this in no way creates a promise of security.

#### ***Insurance on Tenant's Belongings and Crime Insurance***

15. Landlord carries no insurance covering loss to any of Tenant's belongings, whether located or stored inside or outside the Premises. Tenant has total responsibility for securing insurance protection against loss by fire or other cause to Tenant's belongings.

Tenant acknowledges that at the date of signing of this Lease, Landlord provided Tenant with information regarding crime insurance through the Federal Crime Insurance Program of Title VI of the Housing and Urban Development Act of 1970 [12 U.S.C. § 1749bbb *et seq.*], as required by New Jersey Statutes Section 46:8-39. Tenant acknowledges receipt of this information and also acknowledges that Landlord provided information regarding application for this insurance, advising Tenant that the insurance can be obtained by contacting the Federal Insurance Administration.

#### ***Storage Outside Leased Premises***

16. Tenant receives storage space within building with fee of \$100.00/mo to run the duration of the lease. Please enclose separate check with rent, made payable to "572 Jersey Avenue, LLC" and write "storage" in the memo. Landlord is not responsible for the protection or safety of Tenant's belongings that are stored in any storage spaces outside of tenant's apartment. It is Tenant's responsibility to obtain insurance to protect Tenant's belongings against loss.

### ***Alterations and Repairs***

17. Tenant agrees not to attach or install awnings, television or radio aerials, satellite receivers, screens, signs, or anything else to the building in which the Premises are located, or to balconies outside the building or to the Premises. Tenant agrees not to paint, wallpaper, or make any other alterations, improvements, changes, or additions to the Premises, building, or balconies without the prior written consent of the Landlord, who shall not unreasonably withhold consent. Tenant shall remove any attachments, installations, alterations, improvements, or additions at the end of the Lease term and shall restore the Premises to the same condition as existed at the beginning of the term, reasonable wear and tear excepted. All costs of removal and restoration shall be at Tenant's expense. If Tenant fails to restore the Premises as required, Landlord may do so and assess the cost as damages to the Premises.

### ***Landlord's Right of Entry***

18. Landlord shall have access to the apartment at all reasonable times for the following purposes: (i) to make ordinary or emergency repairs and maintenance; (ii) for inspection to determine whether Tenant is making proper use of the Premises; (iii) for inspection to determine whether Tenant is complying with provisions of this Lease that protect Landlord against liability and casualty. Except in the case of an emergency, Landlord must provide Tenant with 24 hours notice before making any entry. Tenant shall have the right to refuse entry at the time requested and shall have the obligation to grant entry at another time within 24 hours of the time requested.

At any time after Tenant has given notice of termination of tenancy, or after Tenant has refused to agree to a rent increase or modification of this Lease as provided in Paragraph 4 of this Lease, or at any time at which Tenant is in default under this Lease or subject to eviction for good cause, Landlord may show the Premises to rental applicants at reasonable hours, on advance notice to tenant.

If Tenant changes the locks or installs additional locks on the Premises, Tenant must notify Landlord in writing in advance and furnish Landlord with a duplicate set of keys for the new locks. Any changed or additional locks that Tenant installs shall become the property of Landlord and shall remain on the Premises at the termination date of the Lease. All keys that are given to Tenant at the beginning of the Lease term shall be returned to Landlord at the termination of the Lease. If Tenant fails to return any key to the Premises, Landlord may replace the lock of the unreturned key at Tenant's expense, payable immediately on demand by landlord. Landlord is not liable for any damages that may occur because Landlord is unable to gain access to the Premises due to inability to gain entry as permitted by this Paragraph 18.

### ***Assignment and Subletting***

19. Tenant may not do any of the following without the Landlord's written consent: (i) assign this Lease in whole or in part; (ii) sublet all or any part of the Premises; (iii) permit any person to use the Premises other than those specified in Paragraph 7 of this Lease. Unless Tenant has obtained Landlord's written consent, any assignment or subletting may be disregarded by Landlord as if it had not occurred, and Tenant shall continue to remain responsible for the performance of all terms and conditions of this Lease.

### ***Tenant's Default***

20. Tenant shall be considered in default under this Lease under any of the following circumstances: (i) Tenant fails to pay rent due and owing under this Lease; (ii) Tenant, after written notice to cease, continues to be so disorderly as to destroy the peace and quiet of the other occupants of the building in which the Premises are located and of the neighborhood; (iii) Tenant willfully or by gross negligence causes or allows destruction, damage, or injury to the Premises; (iv) Tenant, after written notice to cease, continues to substantially violate or breach any of the Rules and Regulations attached as Schedule A to this Lease; (v) Tenant, after written notice to cease, continues to substantially violate or

breach any of the covenants contained in this Lease; (vi) Tenant, after a valid Notice to Quit and Notice of Rent Increase, fails to give Landlord a notice of termination of tenancy as set forth in Paragraph 4 of this Lease, and thereafter holds over after the termination of the term and fails to pay the increased rent; (vii) Tenant, after written notice, refuses to accept modifications in the terms and conditions of the Lease at the end of the term or at the end of any renewal term of the Lease, and fails to give Landlord a notice of termination of tenancy as set forth in Paragraph 4 of this Lease.

### ***Right of Reentry***

21. If at any time Tenant shall be in default under this Lease as defined in Paragraph 20, Landlord shall be entitled to reenter the Premises by means of summary dispossession proceedings or any other method permitted by law, and to remove all persons from possession for any cause permitted by law.

### ***Landlord's Remedies on Default***

22. On default by Tenant, Landlord may terminate this Lease and may also take any other action or seek any other remedy permitted by law. Tenant shall immediately quit and surrender the Premises to Landlord. In the case of any default and reentry, whether by summary dispossession proceeding or otherwise, all unpaid rent for the remaining term of this Lease shall be due, together with all expenses that Landlord may incur for attorneys' fees, court costs, brokerage fees, costs of repair, administrative fees, advertising fees, and other costs of preparing the Premises for re-rental, subject to Landlord's duty to mitigate damages. If Landlord re-rents the Premises for less than the Tenant's rent, Tenant shall pay the difference until the end of the Lease term. Tenant shall not be entitled to any rebate if the Premises are re-rented for an amount greater than the rent established by this Lease or by any lawful rent increase.

Neither the voluntary surrender of the Premises by Tenant nor the taking of possession of the Premises by Landlord pursuant to a judgment for summary dispossession shall relieve Tenant of the obligation to pay rent and other costs and damages as set forth in this Paragraph 22. If Tenant vacates the Premises while still owing any rent or other payments, Tenant authorizes Landlord to obtain all necessary reports and information for the purpose of learning Tenant's forwarding address or whereabouts. Any sums owed to Landlord under this Paragraph 22 shall be considered additional rent.

Landlord's remedies for Tenant's default shall be cumulative and concurrent, and the use of one remedy shall not bar or prevent Landlord from using any other right, remedy, or power conferred on Landlord by law. Landlord's acceptance of rent after a violation by Tenant of any agreement in this Lease or Landlord's failure to enforce any term or condition in this Lease shall not prevent Landlord from enforcing the provision or any other term or condition at a later time.

### ***Destruction by Fire or Casualty***

23. Tenant shall give Landlord immediate notice of any fire or casualty on the Premises. Provided that any damages due to fire or other casualty are not the fault of Tenant, Tenant's family, visitors, or other persons who are on the Premises with the permission of Tenant, the following shall apply:

- a. If the Premises are so damaged by fire or other casualty that they cannot be repaired and restored to their former condition within 60 days, this Lease shall be rescinded and all parties released from all duties and obligations under it.
- b. If the Premises are partially damaged by fire or other casualty and may be repaired and restored to their former condition within 60 days, Landlord shall make repairs and restore the Premises as soon as reasonably possible. Landlord may reenter to take possession of the Premises for the purposes of such repairs and restoration, but this Lease shall remain in effect. If the



Premises are entirely uninhabitable during the period when repairs are in progress, Tenant shall temporarily vacate the Premises, and the duty to pay rent shall entirely abate during the period of temporary vacation. If the Premises are partially habitable during the period of repair, Tenant may remain in possession, but the monthly rent shall be apportioned to reflect the portion of the Premises that are uninhabitable. Landlord shall have no duty to compensate Tenant for the cost of any alternate housing procured during a period of repair, other than by means of a rent abatement or apportionment.

In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of partial destruction, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

If Landlord is obligated to make repairs and restoration, Landlord shall be obligated only to repair the damaged structural parts of the Premises and any fixtures installed by Landlord. Landlord is not required to repair or replace any improvement, addition, or fixture installed by Tenant.

Despite any other provision in this Lease, if a fire or other casualty is caused by the act or neglect of Tenant, Tenant's family, visitors, or other persons who are on the Premises with permission of Tenant, the Tenant must pay for all repairs and other damages to the Premises and must continue to pay full rent for the balance of the Lease term.

No penalty shall accrue against Landlord for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds or other cause beyond Landlord's reasonable control.

#### ***Effect of Condemnation***

24. If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, this Lease shall terminate on the date when title vests in the condemning party or the date on which the Tenant is required to vacate, whichever is earlier. Tenant's obligation to pay rent will abate as of that date. Tenant will have no claim against Landlord for the value of any unexpired portion of the Lease term, or any other claim for such taking or condemnation.

If the Premises are partially taken or condemned so that occupancy under the terms of this Lease is still possible, rent shall be apportioned to make adjustments for the taken or condemned portion of the Premises. In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of condemnation, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

#### ***Abandoned Property***

25. On termination of the Lease term, whether by operation of this Lease, by entry of judgment for possession in favor of Landlord, or by Tenant's vacation of the Premises, Tenant shall be responsible for the removal of all tenant-owned property. If Tenant fails to remove any such property, on reentry by the Landlord, it shall be deemed abandoned and ownership shall transfer to Landlord. Landlord shall then be entitled to dispose of the property without liability to Tenant.

#### ***Effect of Sale***

26. It is mutually understood and agreed that if Landlord shall sell the property in which the Premises is located, each and every covenant herein contained on the part of Landlord to be kept and performed shall be construed as a cov-

enant running with the land and the Landlord herein, after such sale, shall not be liable for any breach of any covenant herein contained on the part of Landlord to be kept and performed. Similarly, all the covenants and agreements herein contained on behalf of the Landlord shall bind not only Landlord but also its successors and assigns and shall enure to the benefit of the Tenant, his or her heirs, administrators and assigns, and shall enure to the benefit of the Landlord, its successors and assigns.

#### ***Furniture***

27. If the Premises are leased in furnished condition, Tenant shall maintain the furniture and furnishings in good order and repair. A list of furniture and furnishings, if applicable, is attached to this Lease as Schedule B. Tenant's signature on Schedule B means that the list is accepted as correct by Tenant, and all items listed on Schedule B are in good condition. Tenant shall be responsible to return all items listed on Schedule B to Landlord at the end of the Lease term. Any furniture or furnishings that are damaged or missing from the Premises shall be replaced by Landlord at Tenant's expense. Replacement furniture and furnishings shall be selected using Landlord's reasonable judgment and shall be comparable to those included with the Premises at the start of the Lease term.

If the Premises are leased in furnished condition, a \$150.00 apartment and linens cleaning fee shall be deducted from Tenant's security deposit, described in Paragraph 3, at the end of the Lease term.

#### ***Costs and Attorneys' Fees***

28. If any judicial action is brought by any party to enforce or interpret any provision of this Lease, the prevailing party shall, at the discretion of the court, recover from the other all costs of the action and reasonable attorneys' fees.

#### ***Saving and Severability Clause***

29. If any provision of this Lease is contrary to law, whether by statute or final court decision, the provision shall be considered amended as necessary to conform to legal requirements. The rest of the Lease shall remain in full force and effect and unaffected by any such amendment.

#### ***Notices***

30. All notices that must be given in accordance with a statute or regulation shall be given as provided by law. All other notices given under this Lease must be in writing. Notice may be given by personal delivery to the other party or by certified mail, return receipt requested. Notices shall be addressed to Landlord at the address written at the beginning of this Lease and to Tenant at the Premises.

#### ***Registration Statement and Statement of Tenant's Rights***

31. Tenant acknowledges (Check one): \_\_\_\_\_ that the Landlord's Certificate of Registration has not been finalized by the state of New Jersey, and will be furnished by Landlord to Tenant upon completion OR \_\_\_\_\_ receipt of a copy of Landlord's Certificate of Registration] as required by New Jersey Statutes Section 46:8-29. Tenant acknowledges receipt of a copy of the Truth-in-Renting Statement as required by New Jersey Statutes Section 46:8-46.

### ***Subordination***

32. This lease shall, at all times, be subject and subordinate to the lien of: (i) all mortgages now on the property of which the Premises form a part; (ii) all renewals, modifications, or extensions of these mortgages; and (iii) all mortgages that the Landlord may sign at any time in the future for the property of which the Premises form a part. If any mortgagee terminates this Lease after foreclosure, Tenant agrees to surrender possession and to immediately vacate the Premises. Tenant shall have no claim against Landlord for any cause resulting from termination of this Lease by any mortgagee holding a prior interest. In confirmation of this subordination, Tenant appoints Landlord as Tenant's attorney in fact to execute any notice or consent to subordination.

### ***Attorney Review***

33. Tenant may have an attorney study this Lease. If an attorney is consulted, the review of this Lease must be completed within a three (3) day period. This Lease will be legally binding to Tenant, upon Landlord's signature, at the end of this three (3) day period unless an attorney for Tenant reviews and disapproves of this Lease. This three (3) day period shall begin and include the day Tenant signs this Lease, and shall not include Saturdays, Sundays, or legal holidays in the United States of America. Tenant and Landlord may agree in writing to extend this three (3) day period.

If an attorney for Tenant reviews and disapproves of this Lease, the attorney must notify Landlord within the three (3) day period described above. Otherwise this Lease will be legally binding as written. The attorney must send the notice of disapproval to Landlord at the address specified in the introduction to this Lease by Certified Mail, by e-mail, or by delivering it personally to Landlord. The e-mail or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to Landlord. The attorney may also, but need not, inform Landlord of any suggested revision(s) to this Lease that would make it satisfactory.

***Entire Agreement***

34. This Lease and any attached Addendum, Rules and Regulations, and/or Special Terms and conditions accurately represent all terms and agreements between Landlord and Tenant regarding the Premises. Tenant acknowledges the receipt of any disclosures required by the State of New Jersey as well as any disclosures required by federal, state, and local jurisdictions. Tenant acknowledges receipt of the following addendums, attached to this lease, which shall become part of this lease agreement:

- a. Rules and Regulations
- b. Tenant Pet Agreement
- c. Move In/Out Condition – Security Deposit Form
- d. Zero Tolerance for Criminal Activity
- e. New Jersey Truth in Renting Guide
- f. New Jersey Window Guard Disclosure
- g. Lead Based Paint Disclosure & Certification
- h. Lead Paint Pamphlet – Free EPA Disclosure

Tenant has read this Lease before signing. Any changes or modifications of this Lease, other than modifications presented by Landlord at the end of the Lease term as provided in Paragraph 4, must be in writing and signed by both parties.

LANDLORD AND TENANT HAVE READ THIS LEASE, FULLY UNDERSTAND ITS PROVISIONS, AND INTEND TO BE BOUND BY IT.

It is signed on the date written at the beginning of the Lease.

Landlord Signature: \_\_\_\_\_, Landlord

Print Name: \_\_\_\_\_

Tenant 1 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_, Tenant

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Tenant 2 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_, Tenant

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## Schedule A

### Rules and Regulations:

- A. Smoking is strictly prohibited inside the Premises and common areas of the building.
- B. Late fees are strictly enforced and any unpaid fees will not be waived.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. If pet permitted, a limit of two (2) complaints regarding pet will be interpreted as a violation of regulation C and will subject tenant to grounds for eviction.
- E. Garbage and recycling must be taken to the curb on the scheduled day(s) of garbage/recycling removal and not before. Garbage cans, with lids, must be kept in their appropriate area at all times. Tenant must comply with all local garbage and recycling ordinances and keep the exterior of the Premises clean and free of trash and/or debris.
- F. The Tenant will be responsible for any fine and/or violation imposed on the Landlord due to the Tenant's negligence.
- G. The Tenant shall abide by all Federal, State, and Local laws.
- H. The Tenant shall notify the police and the Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- I. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- J. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- K. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- L. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- M. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- N. Under no circumstance may a stove, oven or range be used as a source of heat.
- O. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- P. The Tenant shall use ventilating fans at all times when bathing and cooking.
- Q. All windows and doors must remain closed during inclement weather.
- R. Doors must be closed and locked at all times.
- S. The Tenant shall notify the Landlord of any pest control problems.
- T. The Tenant must notify the Landlord of any changes in employment.
- U. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- V. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- W. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- X. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- Y. Bicycles are prohibited from being kept in any common area of the building.
- Z. The Tenant may not block the fire escape at any time.
- AA. Charcoal and Gas Barbecue grills may not be used or stored in/on any common areas, balconies, decks, patios, porches, and/or landings or entranceways.
- BB. Fire escapes are only to be accessed in cases of emergency, and under no circumstances may be used in any other case.
- CC. Laundry machines, if provided by the Landlord, are used at Tenant's risk and cost. Instructions must be followed.

- DD. Cooking must be done in kitchens only. Cooking is not permitted on porches or balconies.
- EE. Tenant shall conserve energy and water.
- FF. A maximum of ten (10) guests are allowed in the Premises at one time.
- GG. Tenant shall pay \$50.00 if Tenant needs Landlord's representative to let Tenant into the Premises if they are locked out due to neglect of Tenant. Such charge shall be considered additional rent.
- HH. Tenant shall pay the locksmith charge for replacing locks if Tenant loses, destroys, or damages a building entrance key or apartment key. Such charge shall be considered additional rent. For security reasons, Tenant will immediately notify the Landlord of any lost keys, including duplicate keys.
- II. Tenant shall pay \$50.00 if Tenant needs Landlord's representative to unlock storage lock in the event that tenant is locked out due to neglect of Tenant. Such charge shall be considered additional rent.
- JJ. Per clause 16, Tenant agrees to pay storage fee of \$100/mo to run the duration of the lease and shall enclose with rent, a separate check in the above amount, made payable to Landlord.

Reviewed and agreed by:

Tenant 1 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant 2 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_