

Unit # 11

1 of 5

YEARLY/WINTER LEASE

This lease is made on March 17 20 18
BETWEEN the Tenants Maureen Sullivan, cell: 856-813-6530
SS NUMBER 157-70-7073, SS NUMBER - referred to as "Tenant"
Whose address is: 117 E Walnut Ave, Apt D, Merchantville,
AND RISSO REALTY, as agents for the Landlord Vincent Cane (Cane Manager N.J. element)
Whose address is 819 N. Park Ave, NORRISTOWN PA 19402
Referred to as "LANDLORD".

TERMINATION UPON SALE OF PREMISES, Notwithstanding any other provision of this lease, Landlord may terminate this lease upon sixty day's written notice to Tenant's that the premises have been sold.

PREMISES. Landlord in consideration of the lease payments provided in this lease, leases to Tenant the "premises" located at 3628 Atl. Brigantine Blvd # 11, Brigantine NJ 08203

TERM. The term of this lease is for 12 months, starting on April 1st 2018 and ending March 31st 2019
The Landlord is not responsible if the Landlord cannot give Tenant possession of the property at the start of the lease. However, rent will only be charged from the date on which possession of the property is made available to the tenant. If the Landlord can't give possession within 30 days of the starting date, the Tenant may cancel this lease.

LEASE PAYMENTS Tenant shall pay to Landlord, or their agent, monthly installments of \$ 775 per month, payable in advance, on the First day of each month, for a total lease payment of \$ 9300. The first payment of rent and security deposit is due upon signing of lease by Tenant. The Tenant must pay a 10% late charge as additional rent for each rental payment received after the 7th day of the month after it is due. IF RENT IS NOT PAID WITHIN 7 DAYS OF THE DUE DATE, YOU COULD BE FILED IN COURT.

If the Tenant fails to comply with the terms of this lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of lease.

SECURITY DEPOSIT. The tenant will deposit \$1162.50 with the Landlord as security that the Tenant will comply with all the terms of this lease. The Security Deposit will be deposited in an interest bearing account in a New Jersey Bank. If the tenant complies with the terms of this lease, the Landlord will return the security deposit within 30 days after the end of the lease. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord may transfer the deposit to the new owners for the Tenants benefit. The Landlord will then be released of all liability to return the Security Deposit. Landlord will fully comply with Rent security Law (N. J.S.A. 46:8-19et esq.)

LANDLORD'S AGENT. The Landlord authorizes X, or, does not authorize X RISSO REALTY to manage the property on behalf of the LANDLORD. It is the sole purpose of the Realtor to secure the Tenant, draft a Lease and to distribute the monies. The Realtor is NOT responsible to check the premises as to the condition or damage, or missing items, cleaning, phone, trash, etc..... The Realtor is NOT responsible for any action brought by OWNER against TENANT or any action of TENANT against OWNER. As previously so stated in this Agreement, The Realtor will have no involvement in any legal

dispute or court of law in any decision making between OWNER and TENANT. Once the Landlord signs the herein Lease and the Lease is fully signed by the Tenant, that WILL constitute an Acceptance of said Tenant by Landlord. The Landlord's Agent is "Agent Only" and may NOT be held responsible at anytime whatsoever for the Tenants actions during said herein Lease. Or thereafter.

USE OF THE PROPERTY. The tenant may use the property only as a private residence for the

Following persons Maureen Sullivan

UTILITIES AND MUNICIPAL EXPENSES. The Landlord will pay for the following: Sewer, "base water", real estate taxes and added municipal assessments levied against the Realty.

The Tenant will pay for the following: Gas electricity, telephone, cable, and additional hookups. The tenant is to make all necessary arrangements with the utility companies to have the billing for services in the name of Tenant.

EVICTIION. If the tenant does not pay the rent within 7 days of the due date, the tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all the terms of the lease. And for all other causes allowed by law. Tenant is to pay all costs, including all LEGAL FEES, in LANDLORDS attempt to collect this debt, related to the eviction and the collection of monies due the Landlord, for cleaning and repairing the apartment.

DEPOSITS. Rent \$ 775 + Security Deposit \$ 1162.50 + Credit Report Sept
Less deposit \$ 700 = balance \$ 1237.50 ON OR before 3/31/2018

RETURNED CHECKS. Tenant will pay a \$35.00 service charge for any insufficient funds check.

SMOKE DETECTORS. TENANT MUST SERVICE AND MAINTAIN FOR THEIR OWN SAFETY.

ANIMALS. Not permitted without Landlord's written permission. 2 cats permitted

KEY CHANGE. If tenant changes lock without giving Landlord a key, lock will be changed at Tenant's expense.

Tenant Received "Truth in Renting" book
INSPECTIONS. By Landlord or their Agents with 24 hour notice. Tenant must be present, unless Tenant gives permission, to enter without being present

INTERRUPTION OF SERVICES. Landlord not responsible due to repairs, improvements, beyond the Landlord's control.

NO ASSIGNMENT OR SUBLEASE. Landlord may offer Tenant a new lease to take effect at the end of the lease. New lease may include reasonable changes. Notice of any new or proposed lease will be sent 45 days prior to expiration. If no changes are made, or if the Landlord does not offer a new lease for a period of 1 year or more, Tenant may continue to rent the property on a month to month basis with the rest of the lease remaining the same. If tenant wishes to vacate, Tenant must give 30 days written notice to expiration of lease.

COMMISSIONS. It is understood and agreed that in consideration of services rendered, the Landlord hereby agrees to pay RISSO Realty a commission of either the First Months rent, ✓
OR, ONE HALF THE FIRST MONTHS RENT, AND TEN PERCENT OF ALL MONIES (if managed by RISSO REALTY. Winter rentals are minimum of 1/2 (HALF) first month AND Renewals the same.. It is further understood that all assignments, renewals or extensions will be considered to have been consummated through the office of RISSO Realty. If MANAGED MONTHLY the TEN PERCENT a month service fee will still be paid to the above agent. It is further understood that any monies paid directly to Landlord/Owner from Tenant Assistance for the 1st months rent will be transferred to Risso Realty as Commission. In the event of a sale to the Tenant, Landlord will pay a commission of SIX PERCENT of the sales price to RISSO Realty. It is further understood that all assignments, renewals or extensions will be

considered to have been consummated through the office of Risso Realty and continuing of 10% will be paid to the above agent if Managed. HALF of the first months rent upon renewal and/or extension of the same. IF FOR ANY REASON the Tenant is evicted or terminates the Lease prematurely RISSO REALTY INC. WILL NOT BE responsible for any returns of Commissions or Costs for Damage by the Tenant, etc. It is understood RISSO REALTY INC., and it's Broker and/or Sales Associates are Agent's Only.

CLEANING. Carpets are to be steam cleaned at the termination of lease. In the event that it appears that the carpets have not been steam cleaned, Landlord or Agent may have them cleaned and deduct the reasonable cost from the rental escrow.

TENANT IS RESPONSIBLE TO REMOVE ICE AND SNOW FROM THE AREAS USED BY THE TENANT.

ENTER BY LANDLORD. Upon reasonable notice, (24 hour notice) Landlord or Agent, may enter the property to provide services, inspect, repair, improve or show it to prospective Tenants or Purchasers. Tenant must be present, unless otherwise specified by Tenant. Tenant must notify the Landlord if the Tenant is to be away for 15 days or more. In case of emergency or the Tenants absence, the Landlord may enter the property without the Tenants consent.

REPAIRS. Tenant is responsible for any and all damages caused by them.

ATTORNEY REVIEW CLAUSE. Landlord or tenant may choose to have an attorney study this contract, and if one is consulted they have 3 days to review. This contract will be legally binding at the end of this 3-day period unless an attorney for the Landlord or Tenant reviews and disapproves. The Attorney must give notification within the 3-day review period.

LEASE VALIDITY. If a clause of this lease is legally invalid, the rest of this lease remains in effect.

PARTIES. This lease binds landlord, and each of the Tenants. All parties who lawfully succeed are also bound.

ENTIRE LEASE. All promises made by Landlord are contained in this lease and can only be changed in writing by both parties.

SIGNATURES. Landlord & Tenant agree to the Terms. If made by a corporation, its proper corporate officers must seal and sign.

RISSO REALTY, AND ITS AUTHORIZED REPRESENTATIVES, IS WORKING IN THIS TRANSACTION AS LANDLORD'S AGENTS.

MEGANS LAW. Under the New Jersey Law, the County Prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, Real Estate Licensees are not entitled to notification by the County Prosecutor under Megan's Law, and are unable to obtain such information for you. Upon closing, the County Prosecutor may be contacted for such further information, as may be disc losable to you.

LEAD BASED PAINT: This paragraph is applicable to all dwellings built prior to 1978. The law requires that unless the Landlord or the Tenant agree to longer period, Landlord must allow Tenant a ten day period within which to complete the inspection at Tenant's expense and or risk assessment of the property. Tenant has the right to waive this clause in its entirety. I do X , don't hereby waive this clause

NEW JERSEY LAW AGAINST DISCRIMINATION—

1. All persons regardless of their requirements of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, are entitled to equal treatment in the terms and conditions or privileges of the sale or rental of any real property (e.g., it is illegal to deny that housing is available for inspection, sale or rent when it is easily available).
2. No discriminatory advertising of any kind relating to the proposed sale or rental is permitted.
3. The Broker or Salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid basis.
4. The Broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property.

- The sale or rental of all property including open land, whether for business or residential purposes, is covered by LAD, with the following exceptions:

- Note:** The first 2 exceptions do not apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or part by a loan, commitment for a loan, guaranteed or insured by any agency of the federal government. Furthermore, discrimination in connection with some of the transactions covered by the above described exceptions may never the less be prohibited under the Federal Civil Rights Act of 1866 (42 USC 1981, 1982).

SECURITY DEPOSIT ADDITIONAL TERMS & CONDITIONS: The Landlord may deduct any costs resulting from the Tenant's failure to comply with any agreement of this Lease. If the costs are deducted from the Security the Tenant shall promptly restore the Security to its original amount. The Security is not to be used by the Tenant for the Payment of Rent without the Landlord's written consent.

COMCAST CABLE, (cable) 800-266-2278

Volonte Riso
Riso Realty

ADDENDUM TO LEASE AGREEMENT

Lessee/Tenant: Maureen Sullivan

Lessor/Landlord: Vincent Cane

Agent for Lessor: Jolanta Risso w/ Risso Realty Inc.

Property 3628 AH. Brigantine Blvd, # 11, Brigantine
NJ 08203

1. Lessee assumes liability for insuring all personal property, clothing and furnishings for all risks at Lessee's expense.
2. Any and all fines incurred by Lessee, shall be the direct responsibility of the Lessee.
3. Lessee agrees to pay as additional rent the sum of \$35.00 for each and every check or draft tendered for rent payment that later proves to be un-collectable. If during the term of this lease two checks bounce, Lessee will make all future rent payments by money order or certified check according to the terms of the contract.
4. Lessee is responsible for the first \$100 of all minor repairs, including but not limited to the following: clogged drains, toilets, or garbage disposal from tenant use; replace torn screens or window cranks from tenant use; repairs to washer/dryer from tenant use, microwave, refrigerator, change furnace & A/C filters quarterly; change smoke detector batteries annually; replace light bulbs.
5. If repairs are necessary due to the negligence, improper use, or abuse of the Lessee, the cost of the repairs will be paid directly by the Lessee. Tenant shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to the Tenant's conduct or neglect. If the premises are not in good repair and in a clean, sightly and healthy condition when the Tenant vacates the premises, Landlord or his agents may replace the Property in the same condition as existed at the date of lease execution. Tenant agrees to pay Landlord for all expenses incurred to return and replace the Property to that condition.
6. Lessee is responsible to transfer all utilities services (i.e., gas, electric) to Lessee's name within 2 business days of contract start date.
7. Lessee has read the stipulations of the contract addendum, has complete understanding of it, and agrees that this addendum shall be incorporated into the lease of the aforementioned property.

_____	Tenant
_____	Tenant
<u>Inf Ch</u>	Landlord
_____	Landlord

_____	Date
_____	Date
<u>3.23.18</u>	Date
_____	Date

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