# Lease

| This lease is made on BETWEEN the Tenant[s] See attached signature page for tenant names  |
|---|
| Referred to as the []Tenant[] AND the Landlord Preferred Realty Services, LLC   |
| Whose address is:<br>179-9 Route 46 West, Suite 237<br>Rockaway, NJ 07866   |
| Referred to as the []Landlord[] The word []Tenant[] means each Tenant named above   |
| 1. Property. The Tenant agrees to rent from the Landlord, and the Landlord agrees to lease to the Tenant, the Apartment located at Referred to at the []Apartment[]   |
| 2. Term. The term of this lease is for 363 days, starting on June 1, 20 and ending on May 29, 20. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will only be charged from the date on which possession is made available and if the Landlord cannot give possession within 30 days, the tenant may cancel the Lease.   |
| 3. Rent. The Tenant agrees to pay \$ as rent, to be paid as follows: \$ per month, due on the <u>FIRST</u> day of each month**  The Tenant must pay a late charge of 5% of the monthly rent as an additional rent for each payment that is more than 5 days late. A late charge will increase to 10% as an additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. If the month of May's rent is not paid in its entirety there will be an additional \$1,000.00 charge for this on top of all applicable late fees due as additional rent.   |
| 4. Security Deposit. The Tenant has deposited \$ with the Landlord as security that the Tenant will comply with all terms of this Lease. If the Tenant complies with the terms of this Lease the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant[s] occupancy, and demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells this property, the Landlord shall transfer the deposit to the new owners for the Tenant[s] to benefit and notify the Tenant. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S.A.46:8-19 et seq.). This includes depositing the security deposit in an interest-bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the amount of the security deposit being held. Interest due the Tenant will be credited as rent on each renewal date of this Lease. Account details as follows: Bank Name: PNC; Account Type: Savings; Interest: 0.05% Annually |
| <ol> <li>Landlord[s] Agent. The Landlord authorizes the following person[s] to manage the property on behalf of the<br/>Landlord[s] (names) <u>Kelvin Ortiz</u></li> </ol>  |
| 6. Use of Property. The Tenant may use the Apartment only as a private residence. The Tenant will not keep anything in the Apartment that is dangerous, flammable, and explosive or might increase the danger of fire or any other hazard. No dogs, cats, or other animals are allowed in this Apartment without the Landlord[s] prior written consent.   |
| 7. Utilities. The Landlord will pay the following utilities: NONE.  The Tenant will pay for the following utilities as additional rent: [X] cold water [X] hot water [X] heat [X]  Landlord   |

Tenant

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electricity [X] air conditioning [X] gas [X] water and sewer [X] municipal fines and for levies which are Tenants responsibility as designated by Landlord.

- 8. Eviction. The Tenant may be evicted if the Tenant does not pay rent when it is due, or does not comply with all terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to any eviction and collection of any moneys owed the Landlord, along with the cost of re-entering re-renting, cleaning and repairing the Apartment. Rent received from any new tenant will reduce the amount owed the Landlord.
- 9. Payments by Landlord. If the Tenant fails to comply with 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 is a violation of this Lease.
- 10. Care of the Apartment. The Tenant has examined the Apartment, including the living quarters, all facilities, furniture, and appliances, and is satisfied with its present physical condition. The Tenant agrees to maintain the apartment and property in as good condition as it is at the start of this Lease except ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant[s] household members or their visitors. The Tenant will remove all the Tenant[s] property at the end this Lease. Any property left becomes the property of the Landlord and may be thrown out. The Tenant must get the Landlord[s] prior written consent to alter, improve, paint, or wallpaper the Apartment. Alterations, additions and improvements become the Landlord[s] property.
- 11. Repairs by Landlord. If the Apartment is damaged or needs repair the Tenant must promptly notify the Landlord, who will have a fair amount of time to make repairs. If the Tenant must leave the Apartment because of damage not resulting from the Tenant[s] act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is destroyed, this Lease will end and the Tenant will pay rent up to the date of the destruction. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for anything beyond the Landlord[s] control. The Tenant may not put any signs or projection (such as TV or radio antenna) in or out of the windows or exteriors of the Apartment without the Landlord[s] prior written consent.
- 12. Compliance with Laws. The Tenant must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Apartment.
- 13. No Waiver Assignment or Sublease. The Landlord does give up any rights by accepting rent or by failing to enforce any terms of this Lease. The Tenant may not sublease the Apartment or assign this Lease without the Landlord[s] prior written consent.
- 14. Entry by Landlord. Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, improve, or show it. Tenant must notify Landlord if Tenant will be away for 10 days or more. In case of an emergency or Tenant[s] absence, the Landlord may enter without Tenant consent.
- 15. Quiet Enjoyment. The Tenant may live in and use the Apartment without interference subject to this Lease.
- 16. Subordination. This Lease and the Tenant[s] rights are subject and subordinate to present and future mortgages on the premises that include the Apartment. The Landlord may execute any papers on the Tenant[s] behalf as the Tenant[s] attorney in fact to accomplish this.
- 17. Injury of Damage. The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant[s] household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.
- 18. Renewals and Changes in Lease. The Landlord may offer the Tenant a new Lease to take effect at the end of this Lease. The new Lease may include reasonable changes. The Tenant will be notified of any proposed new Lease by October 31<sup>st</sup>. If no changes are made, the Tenant may continue to rent the Apartment on a month-to-month basis (with the rest of the Lease remaining the same). In either case, the Tenant must notify the Landlord of the Tenant[s] decision to stay or leave by October 31st. Otherwise, the Tenant will be responsible under the terms of the new Lease. The Landlord has the right to show the Apartment after October 31<sup>st</sup> until the end of the end of the present Lease.

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- 19. Notices. All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord[s] agent.
- 20. Rules. The Tenant will not interfere with the quiet enjoyment of any other Tenant. The Tenant will comply with all rules that are attached to this Lease and upon reasonable changes in such rules made by the Landlord. The Tenant will be likewise responsible for the acts of the Tenant[s] household members and visitors.
- 21. Validity of Lease. If a clause or provision of the Lease is legally invalid, the rest of the Lease remains in effect.
- 22. Entire Lease. All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.
- 23. Lead Paint Lease Disclosure. The Landlord, Tenant, and Agent (if any), have signed the []Disclosure to Tenants[] form for Lease of residential property (if the housing was built before 1978). For all such above leases the Tenant has also been provided with a copy of the EPA pamphlet, []Protect Yourself From Lead in Your Home[], 42U.S.C. 4852d; 24 C.F.R. 35.88; 40 C.F.R. 745.107
- 24. Liability. Tenants understand that each is jointly, severally and individually liable for any payments required to be paid under the terms of this Lease Agreement and other obligations required by Rules and Regulations.
- 25. Photocopy Clause. The Landlord shall provide one signed copy of this Lease and any requested documentation by Tenant for each unit. Photocopies of any documents requested by the Tenant, including additional copies of this Lease Agreement and any other documents requested for each unit, shall be at the Tenant's cost at a charge of \$0.25 per page with a minimum charge of \$5.00 per request. Copy to be given to Tenant Representative.
- 26. Tenant Representative. The Tenants of the Apartment shall provide to the Landlord within 30 days of the full execution of this Agreement, a designated Representative of all of the Tenants in the within unit. The designated Representative is to accept responsibility for communicating to the Tenants and to the Landlord the responsibilities of the Tenants as set forth in the Lease Agreement. Notwithstanding the designation of the Tenant Representative, it is expressly understood that all Tenants have an equal responsibility for following all of the conditions, rules and regulations as set forth in the Lease Agreement and as required by the municipal rules, regulations and ordinances.

In the event that this designation is not made within 30 days, then the Landlord shall, at his sole discretion, make the designation. Copies of all documents, as provided for in Paragraph 25, as well as all notices, bills, statements or any other documentation required or requested by Tenants for documentation shall all be submitted to or requested from said Tenant Representative.

- 27. Inspection Clause. Any and all costs incurred by the Landlord as a result of the failure of the unit to be approved for the New Brunswick Housing Inspection, which costs were incurred by any failure upon the Tenant to properly maintain the property or any costs for any correction of any damages caused by the Tenant shall be paid for by the Tenant and such costs shall be deemed additional rent.
- 28. Levy of Fines and Penalties. Any fines or penalties assessed as against the Landlord by any governmental agency, including the municipality, which are based upon a failure of the Tenant to comply with any of the terms of the within Lease Agreement, including Rules and Regulations set forth herein, are the responsibility of the Tenant and are due to be immediately paid and/or reimbursed to Landlord by said Tenant. The payment of any such fines or penalties are deemed to be additional rent.
- Sub-Lease. Any Tenant Sub-Lease Agreement has to be completed with the notification and consent of all other co-Tenants in the same unit as well as the Landlord.
- 30. Rules and Regulations. Tenant agrees to abide by the Rules and Regulations which are attached to and made a part of this Lease. Tenant agree to abide by all reasonable Rules and Regulations established by the Landlord from time to time for the operation of the building of which the leased premises form a part. The Rules and Regulations also apply to guests of the Tenant.

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31. Signatures as Follows. The Landlord and the Tenant agree to the terms of this Lease as shown by their signatures on this page as well as the Rules and Regulations for all apartments which are attached hereto. Tenants state that they have read the Rules and Regulations for all apartments attached hereto and agree not to violate any of them. Tenants further agree that if there is a violation of any Rules and Regulations the he or she may be evicted.

Michael J. Brain - for Preferred Realty Services, LLC

"This rental unit is covered by The Rent Control Ordinance of the City of New Brunswick. This ordinance affects the landlord's ability to raise rents, impose mandatory fees and impose surcharges for various landlord expenses. A tenant can seek a remedy against a landlord for the violation of this ordinance before the City's Rent Control Board. Any questions regarding the Rent Control Ordinance should be addressed to the City of New Brunswick Rent Control Chairperson."

- All snow/ ice removal for above property will be tenants responsibility; if not maintained, there will be a \$75 charge per occurrence for landlord to maintain
- All maintenance issues must be submitted through our site www.prs.llc to be resolved in a timely
  manner
- During the month of June, all code compliance repairs to property from the prior tenants will be completed
- It is the tenants responsibility and mandatory to obtain renters insurance
- All water and sewer bills will be paid by the landlord and deducted out of security deposit at lease end.
- When tenant sets up their PSEG account it is mandatory to add to it and pay for the "WorryFree Essential Heating protection plan"
- Rent must be paid in its entirety each month in one deposit for entire house, deposits will not be
  excepted and returned to tenant at their cost if not.
   Rent must be paid through online payment system provided.

#### NO PETS ALLOWED

LANDLORD & MANAGING AGENT:

Landlord: Preferred Realty Services, LLC

IN CASE OF EMERGENCY CALL:

973-277-8206

**GAS & ELECTRIC** 

PSE & G: 1-800-436-7734

#### RULES AND REGULATIONS FOR ALL APARTMENTS

#### ALL THE TENANTS AND OCCUPANTS AGREE:

1. They shall not install, affix, paint on or expose any sign, notice, advertisement, illumination or projection out of the windows or on the exterior, or from the building or upon it any place.

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- 2. They shall only use such shades, window ventilators or guards in the windows of the apartment as are put up or approved by the Landlord. No awnings permitted.
- 3. No pet, animal or bird shall be permitted in the leased apartment which is inclusive of pets of visitors or other non-Tenants, without the Landlord's written approval. The Tenant shall be responsible for all damages which may be caused by such animals being present on the property.

  Notwithstanding that no pets are permitted, without the express written permission of the Landlord, in the event that a pet is permitted or it is found that Tenant has a pet on the premises, without approval, there shall be a pet fee of \$150 together with an additional charge of \$25 per month from the inception of the Lease start date until termination date which shall be charged to the Tenant[s] as additional rent. If a pet is permitted or is found to be at the premises, Tenant is to be responsible for the cost of pest control/ extermination upon Lease termination.
- 4. If the Tenant desires telephone connections, the wire so introduced shall be without injury or damage to the premises and Tenant will be responsible for any damage occasioned by the installation, use or removal of such instruments.
  - A. Garbage removal and Garbage Pick-Up Days. Garbage and recyclables are to be taken to the street for pick-up by the Tenant on appropriate days. The disposal of refuse, garbage and recyclables by the Tenant are to be in accordance with the Laws, Rules and Regulations of the City of New Brunswick and the State of New Jersey. Tenant may not place garbage and/ or recyclables at curbside earlier than 5:00 p.m. on the night before the pick-up day and must remove all garbage cans, any uncollected garbage and clean up any mess left by garbage collectors by 5:00 p.m. on the date of pick-up. Failure of Tenant to bring garbage to the street for pick-up may result in it being performed by the Landlord at a charge of \$50 for each occurrence, which shall be due as additional rent on the first day of the month after the charge is incurred. In the event that a Municipal Summons is issued for a violation of the Municipal Garbage Collection Ordinances and Statutes, the Tenant is to be responsible for its payment.
  - B. Tenants are responsible to supple their own garbage cans and/ or receptacles. In the event that the Landlord has furnished garbage cans and/ or receptacles, then the Tenant shall be responsible for their care and will be responsible for any costs for replacing any missing or damaged garbage cans and/ or receptacles.
  - C. The Tenant shall be responsible for the taking out of the garbage regularlyon approved days and must be placed out at curb side by no later than 6:00 p.m. the night before garbage collection. If Tenant fails to comply with the garbage and recycling requests and provisions of this Lease, then the Landlord shall assume such responsibility at the cost of the Tenant, which cost shall be charged as additional rent.
- 6. Not to make or permit any disturbing noises in the premises by himself, his family, or friends nor do or permit to be done anything which will interfere with the rights, comforts or conveniences of other tenants (not applicable to tenants within the same living unit); not to play upon or cause to be played upon any musical instruments nor to operate a radio, television or phonograph between the house of ten o'clock in the evening and the following nine o'clock in the morning if same will disturb or annoy other tenants or occupants of other units.
- 7. The sidewalks, halls, passages or stairs shall not be obstructed by the Tenants or their goods, or used by them for any purpose other than entering or exiting their respective apartments. No items permitted in halls or at apartment entrance doors or on lawns or walks. No plants, shrubs or any objects are to be left on porches at any time.
- 8. Bicycles, tricycles, baby carriages, go carts/ shopping carts and other vehicles of like nature shall not be left in the hall; on the sidewalk; on the porch; or grounds at any time.
- 9. The toilet rooms, waterclosets and other water apparatus shall not be used for any other purposes than those for which they were constructed, and no sweepings, diapers, panties, sanitary napkins, rubbish, rugs, ashes, ink, chemicals, garbage and refuse matter from electric batteries or other noxious substances shall be thrown in a location which shall result in damage to the property or receptacle. Any damage resulting from such misuse or abuse shall be borne and paid for by the Tenant.
- 10. The Landlord does not provide for insurance for the Tenant against criminal acts. The Tenant may obtain such insurance by contract with the Tenant's own insurance company. Any damage caused by criminal acts shall be the sole responsibility of the Tenant.
- 11. They shall see that the windows and doors of their apartments are closed and securely fastened before leaving the premises, and will be held responsible for any damage resulting from frost, rain or other causes in violation of this rule.

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- 12. They shall not use or keep in this building any explosives or illuminating material except electric light or candles.
- 13. They shall not waste or unreasonably use water.
- 14. They shall at all times keep the dwelling and fixtures in a clean and sanitary condition. Additionally, the grounds in the front and back of the apartment unit is to be maintained and kept clean by Tenant.
- 15. They shall report to the Landlord any case of infectious or contagious disease occurring in the premises and they shall report to the Landlord the presence of insects or vermin in the premises.
- 16. They shall report to the Landlord at once any accidents or injury to water pipes, toilets, drains or fixtures or other property of the Landlord, and all breakage, damage or loss of any kind.
- 17. They shall not permit their guests to play in public halls, on roofs, stairways, walks, grounds, parking lot, fire escape ladders or any common areas.
- 18. They shall not use any tacks, nails or other fasteners or cement in laying carpets, rugs or linoleum on the
- 19. They shall not place any nails, bolts or screws in walls, floors, doors or trim.
- 20. They shall not install any radio or television aerial wires of any description on or in the buildings, or hang them from windows.
- 21. Tenant shall have the obligation to keep the apartment free from roaches and vermin. Tenant shall permit the Landlord or its agent or employees to enter the premises at any reasonable hour for the purpose of exterminating insects or vermin, and to allow the Landlord to take all materials into the premises that may be required for that purpose without the same constituting an eviction, and the rent shall still be required to be paid in full for the entire month and on time while such work is being done.
- 22. The Landlord in all cases shall retain the right to control and prevent access into the buildings and grounds of all persons whom it considered undesirable.
- 23. All personal property placed in the premises or stored in sheds, attics and garages shall be at the risk of the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.
- 24. The Landlord shall not be responsible for articles left with any employee or other tenants.
- 25. The Landlord may terminate the Lease of the Tenant for violation of any of the terms and conditions or of nay of the Rules and Regulations prescribed by the Landlord or for a conviction by Tenant of any violation of the Statutory Criminal Laws or Disorderly Persons Acts of the State of New Jersey by giving the Tenant five (5) days prior notice in writing.
- 26. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make or permit to be made any disturbances or noises detrimental to the premises or the comfort of other inhabitants of the premises, nor any act or thing which may be or grow to be any annoyance, damage and disturbance to the Landlord or any other Tenant.
- Tenants and guests may not be permitted to destroy, dig, or in any way molest or destroy buildings or grounds.
- 28. Landlord may, at his sole discretion, prohibit parking at certain portions of the premises which are deemed to be inappropriate by the Landlord.
- 29. Tenant shall keep steps, walkways, porches, entire sidewalks and driveways free from debris, ice and snow. If the subject unit is a multiple family dwelling, then the Landlord will provide for snow removal and whatever services are required to keep the steps, walkways, porches, entire sidewalks and driveways free from debris, ice and snow. The cost of this service shall be equally shared by each unit. If the unit is a single family dwelling and if the Tenant fails to keep steps, walkways, porches, entire sidewalks and driveways free from debris, ice and snow, and that condition exists for more than twelve hours after it has come to the Landlord's attention or after the stoppage of snow and inclement weather, then the Landlord shall contract to have the service performed and all charges shall be paid by the Tenant.
- 30. No (1) trailers, (2) trucks of any kind, (3) motorcycles or motor bikes, (4) boats, (5) boat trailers, (6) taxicabs or limos, or (7) disabled vehicles of any kind shall be stored or permitted to remain upon Landlord's parking facilities or any other part of Landlord's land premises.
- 31. All outside doors shall be kept locked at all times.
- 32. Carpeting may be supplied by Tenant and installed in the apartment, with the written consent of the Landlord, except the kitchen and lavatory areas. Any and all damage to the floors shall be the responsibility of the Tenant.
- 33. There shall be no washing, cleaning, polishing or repairing of motor vehicles on the grounds, parking facilities or any other part of Landlord's premises.
- 34. Tenant may not tamper with the smoke detectors in any way except that Tenant is aware that they are responsible for the testing and replacement of batteries located in the smoke detectors when needed.

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- 35. Barbeque grills, braziers, portable stoves, hibachi and all similar devices for cooking or heating of food shall not be used under any circumstances except in areas away from the building and detached buildings and sheds. Storage of the foregoing shall be limited to shed.
- 36. No type of electric or kerosene heaters are allowed in the apartment unit.
- 37. Tenant agrees to maintain a minimum temperature of 55 degrees in the premises at all times. If the premises are heated by oil, the Tenant must use Landlord's designated oil distributor to supply heating fuel as said distributor maintains service to the unit. Tenant is to be responsible for any damage resulting from lower temperatures, including but not limited to frozen pipes.
- 38. Tenant, upon termination of the Lease, shall return all apartment keys or pay a charge for lock changes, including labor in connection with the failure to return these keys promptly. Tenant is responsible for the returning of all keys upon vacating the apartment. If the keys are not returned, the cost of replacement keys and locks will be deducted from the security deposit. Tenants are not allowed to change locks except with the consent of the Landlord. The Landlord must have a key to the apartment at all times.
- 39. At any time and all times occupancy of the apartment shall be solely by the persons listed in the Lease and no other person or persons. The unit is rented to the Tenant set forth in the Lease Agreement as a personal residence only.
- 40. If a late fee charge is not collected by the Landlord at the time that the Landlord collects the late rent, the Landlord is entitled to deduct the total of late charges from the Tenant's security deposit at the time that the security deposit is returned.
- 41. Tenant shall at all times keep a duplicate key to the apartment on deposit with the Landlord. Tenant shall at all times keep Tenant's telephone number and automobile license number on file with the Landlord's or the Landlord's Agent.
- 42. Tenant shall install appropriate window coverings within apartment unit on all windows within two weeks of occupancy and maintain said window coverings.
- 43. The following items of personal property belong to the Landlord and are located within the Tenant's apartment unit: refrigerator; range/oven; dishwasher; window treatments; or in the basement of the Tenant's unit such as the hot water heater; furnace; washer and dryer. They are to remain within the apartment unit at the termination of the Lease. All equipment and appliances which have been provided by the Landlord have been provided in good working order and it is the responsibility of the Tenant to maintain all such equipment and appliances in good working order which includes maintenance contracts on existing equipment and appliances.
- 44. There are to be no garage sales, lawn sales, tag sales, public auctions or any other site solicitation on the premises by Tenant at the subject property without the written approval by the Landlord.
- 45. In the event that Tenant causes an obstruction of drains or plumbing pipes, they agree to be responsible for any plumbing repairs. Tenants are responsible for all clogged fixtures in the house.
- 46. Tenant may place or store personal property belonging to the Tenant on the premises but may not store any property belonging to any other person.
- 47. In the event that the Tenant changes the locks, then the Tenant must give to the Landlord a key for any changed locks.
- 48. The only furniture allowed on porches, patios and decks is that which is designed for outdoor use. No couches or upholstered furniture is permitted.
- 49. Tenants are not allowed on the roof for any reason including sunbathing.
- 50. Tenants are responsible to keep outside doors locked at all times.
- 51. Tenants are responsible for any damage caused by their visitors and guests.
- 52. Tenants shall within two weeks of taking occupancy provide the Landlord with a list of damages that were existing in the house when they took occupancy. For example, cracked windows, major cracks in walls or doors, etc.
- 53. Tenants is not to use the security deposit for the purpose of payment of rent at any time during the Lease Term.
- 54. If the Landlord determines in his sole discretion that the house and grounds are not being kept clean enough by the Tenants, the Landlord shall arrange for the cleaning of the house and/ or grounds and charge the Tenants for this service as additional rent.
- 55. No clothes washers; clothes dryers; or dishwashers are allowed in the apartments of multi-family dwellings. (This does not apply to any clothes washers or dishwashers located in the basement, if applicable).
- 56. Tenant must pay a fee of \$35 as additional rent for any and each dishonored check. If a dishonored check is presented to the Landlord or his agent, the Landlord may, in his discretion, require by giving

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- written notice that the Tenant be require to make all future payments by way of cash, certified check or money order.
- 57. Tenant shall have access to basement and attic space solely for storage and utility use which use must be approved by the Landlord. Under no circumstance shall a basement space or the attic space be used as living space or sleeping space. In multi-family buildings, basements and attics are common areas for the use of all Tenants. Attics are limited to the use of storage only and the Landlord shall have the right to have the attics locked by said Landlord and only the Landlord shall maintain the key. Basements are for common use and if applicable, have laundry and utility access. It is expressly understood that the basements are not to be used for any recreational or social activities, without the Landlord's prior written approval.
- 58. No underage drinking is permitted on the premises. The existing Tenants will be held responsible for the consumption of any alcoholic beverage by a minor. In the event that any Tenant is charged with any criminal action, this can be a basis for the termination of the Lease and/ or eviction of the Tenant by the Landlord.
- 59. The labor rate charged by the Landlord shall be based on the hourly charge of \$100 per hour with a minimum charge of \$35 for any and all repair services, court appearances and Landlord's work which is caused by the Tenant or the Tenant's invitee(s).
- 60. The maximum number of guests allowed at the premises at any one time is an amount which is equal to three times the number of Tenants who have executed the within Lease Agreement.
- 61. In the event that the Tenant holds over on the premises after the expiration of this Lease, the Tenant agrees to pay, as additional rent, a charge equal to three times the daily rent but at a minimum of \$100 per day.
- 62. At the sole discretion of the Landlord, Tenant agrees to escrow with the Landlord, on a monthly basis, one-twelfth of the estimate for any utilities that Tenant is responsible for, which utilities are billed in the name of the Landlord and an escrow in the event that there are any municipal fines incurred which the Tenant may be responsible for.
- 63. If the Tenant violates any of the Laws, Rules and Regulations of the City of New Brunswick or the State of New Jersey or the United States of America, Tenant is to be responsible for the payment of any fines incurred for said violation as well as for the payment of attorneys' fees and reasonable costs incurred by the Landlord, which are to be paid by the Tenant to the Landlord as additional rent.
- 64. The use of property and grounds by the guests of the tenant is at their own risk and the guests shall at all times be under the supervision of the tenant.

#### MOVING OUT INSTRUCTIONS

## (The full refund of the Tenant's security deposit will depend upon the attainment of the below instructions).

- Tenants are to be responsible for the cleaning of the rental unit upon vacation. The cleaning is to
  include all rooms being vacuumed; floors being washed and carpets being shampooed if required. If
  said cleaning is not performed to the satisfaction of the Landlord, Tenant is to be responsible for
  additional cleaning charges incurred by the Landlord.
- Bathroom toilet, tub and sink must be properly cleaned.
- 3. The stove must be cleaned inside and out including the broiler pan.
- 4. All garbage and discarded items must be removed from the apartment and properly disposed of off premises.
- 5. All apartment keys including the key for the front door must be turned in.
- All items of an artistic nature must be removed from all walls and ceilings.
- 7. All nail holes in the walls must be spackled and the walls painted to match.
- 8. Any items of a personal nature inclusive of rubbish and debris must be removed from the basement and attic, which areas should be left in clean condition.
- 9. Any broken or missing parts to any of the appliances must be fixed or replaced.
- 10. The refrigerator must be defrosted and properly cleaned out.
- 11. Any items found to be in need of repair due to your negligence will be fixed by the Landlord and an appropriate dollar amount will be deducted from your security deposit.
- 12. All garbage from underneath the front porch must be removed and put out by the curb on the appropriate day.
- 13. All of the above must be done prior to the last day of the Lease.

| Landlord |  |
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| Tenant   |  |

### SIGNATURE PAGE

| Name:  |  | Name:  |  |
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| Home Address:  | + - + + - +  | Home Address:  |  |
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Landlord\_\_\_\_\_

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| Date of Birth:     | Date of Birth:             |  |
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| Tenant Signature:  | Tenant Signoture           |  |
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