



**THE GOTHAM**

255 Warren Street, Jersey City, NJ 07302

December 13, 2016

Abhinav Singhal  
255 Warren St. #607  
Jersey City, NJ 07302

Dear Abhinav Singhal ,

Your lease will expire on February 28, 2017.

It is time to decide if you will (1) renew your lease and remain a resident of The Gotham or (2) vacate the unit on February 28, 2017. This letter provides instructions on how to proceed.

If you are choosing to RENEW your lease, you must complete and return the following documents and any additional security deposit per #3, if applicable, by December 31, 2016, which is sixty days prior to your lease expiration of February 28, 2017:

1. Residential Lease Agreement. **Please note that there is a change in the Lease terms that specifies that Base Rent and all other charges ("Rent") must be made via Landlord's online payment system (Paragraph 34). No other form of payment is permitted.**
2. Applicable Addendums
  - a. Amenity
  - b. Move In/Out Agreement
  - c. Window Guard Notification
  - d. Pet
  - e. Liability Insurance
3. Pay \$70.00 as additional security deposit via Landlord's ACH online payment system by logging onto

If you are choosing NOT TO RENEW your lease and choose to vacate your unit, you must complete the enclosed Notice of Tenant's Intention to Vacate and return it signed by all tenants to the management office by December 30, 2016. Please note that failure to give the management office the required sixty days' advance written notice of your intention will result in certain financial penalties as per your lease obligations.

If you remain in the Premises after February 28, 2017 and you do not execute the Residential Lease Agreement nor complete a Notice of Tenant's Intention to Vacate, you are deemed to be a Holdover Tenant as of as per the terms of your Lease. The Notice to Quit or Notice of Month to Month Occupancy with Rent Increase (Holdover Status) explains your financial and other obligations in this situation.

We hope you choose to take advantage of the Landlord's lease renewal offer and continue your tenancy with us. If you wish to discuss any aspect of the renewal of your lease in greater detail, please either make an appointment with the management office by calling (201) 761-0350 or contact us via email at [thegotham@appliedco.com](mailto:thegotham@appliedco.com).

Sincerely,

I choose TO renew my lease

The Gotham  
Joan Sciangula  
[jsciangula@appliedco.com](mailto:jsciangula@appliedco.com)

## NOTICE TO QUIT

Abhinav Singhal  
255 Warren St. #607  
Jersey City, NJ 07302

1. **PRESENT LEASE.** You now rent the premises located at **255 Warren St. #607** in Jersey City, NJ 07302, as Tenant.
2. **PURPOSE OF NOTICE.** Your current Lease Agreement expires on **February 28, 2017**. Your Landlord wishes to offer you a new Lease Agreement. In order to do so, your Landlord must terminate your current Lease Agreement and offer you a new Lease Agreement at the new rent. Be advised that your new rent may be an increase above your current rent. Please refer to your current Lease Agreement to ensure you are aware of the rent differential, if applicable. Your Landlord may also make other reasonable changes to your new Lease Agreement. Attached hereto is the new Lease Agreement for your consideration and signature.
3. **TERMINATION OF LEASE.** Your current Lease Agreement is terminated as of **February 28, 2017** ("Termination Date").
4. **DEMAND FOR POSSESSION.** You must vacate the leased premises no later than **February 28, 2017** (the Termination Date). This means you must move out and deliver possession of the premises to your Landlord.
5. **RENT.** As presented in the attached Lease Agreement, you may lease these premises after the Termination Date for **Two Thousand Three Hundred Twenty Five Dollars 00 Cents (\$2,325.00)** per month. Your rent will continue to be payable in advance, on the first day of every month.
6. **OTHER CHANGES IN YOUR LEASE.**
  - a. Term of Lease: **March 1, 2017 – February 28, 2018**
  - b. Security Deposit is increased from **(\$2,255.00)** to **Two Thousand Three Hundred Twenty Five Dollars 00 Cents (\$2,325.00)**.

Please be advised that you have until **December 31, 2016** to sign and return the attached Lease Agreement to your Landlord. If you sign the new Lease Agreement, you are agreeing to all the terms and conditions within the Lease Agreement, including the new rent amount and any other changes made by the Landlord.

December 13, 2016

Joan Sciangula

## **Residential Lease Agreement**

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**THIS LEASE AGREEMENT** (the "Agreement") is made and entered into this **13** day of **December, 2016**, by and between **Siena Urban Renewal Associates, L.P.** with an address of **255 Warren St., Jersey City, NJ 07302** (email: **thegoatham@appliedco.com**) (the "Landlord") and **Abhinav Singhal** (the "Tenant(s)"), whose address shall be **255 Warren St., #607, Jersey City, NJ 07302** and whose email address shall be **abhinav1singhal@gmail.com**.

Landlord is the owner of certain real property having a street address of **255 Warren St.** and being known as **The Gotham** (the "Building"), which is located at **The Gotham** (the "Complex").

Landlord desires to lease to Tenant and Tenant agrees to accept from Landlord the rental of unit **#607** in the Building (the "Premises") upon the terms and conditions contained herein. For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties named above hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the Premises together with any and all appurtenances thereto, for a term beginning on **March 1, 2017** and ending on **February 28, 2018** (the "Term"). The Tenant is authorized by Landlord to take possession of the Premises on **March 1, 2017** (the "Possession Date") and Tenant shall be liable to pay in accordance with Paragraph 2 below, the pro-rata portion of monthly Base Rent and abide by all the lease covenants, including the Rules and Regulations, contained here as if the Term had commenced upon possession of the Premises.
2. **MONTHLY BASE RENT.** The monthly Base Rent for each month of the Term is the sum of **Two Thousand Three Hundred Twenty Five Dollars 00 Cents (\$2,325.00)**. Monthly Base Rent is due on the first day of each month ("Due Date") of the Term. The first installment is paid upon the execution of this Agreement. All payments of Rent must be made using Landlord's direct on-line payment system, which can be found at on or before the Due Date without notice or demand. **()**

Base Rent and all Additional Rent, as described in this Agreement shall collectively be the "Rent" for purposes of this Agreement. Additional details regarding method of payment are found in Paragraph 34 herein, Landlord's Online Portal and ACH Payment System.

3. **SECURITY.** A. Monetary Deposit. Upon the execution of this Agreement, Tenant shall deposit with Landlord the sum of **Two Thousand Three Hundred Twenty Five Dollars 00 Cents (\$2,325.00)** payable through Landlord's direct on-line payment system located at , receipt of which is hereby acknowledged by Landlord, as security and assurance that Tenant performs all of Tenant's obligations under this Lease during the term hereof. This sum represents **1.00** times the monthly Base Rent and shall be adjusted accordingly with Base Rent increases. The Landlord may deduct from the Security Deposit any costs resulting from Tenant's failure to comply with any of the terms of this Agreement and if Landlord makes any such deductions then, upon demand of Tenant, Tenant shall restore within 10 days of Landlord's demand, the Security Deposit to an amount equivalent to **1.00** times the monthly Base Rent. Any deficit to the Security Deposit shall be deemed Additional Rent.  
  
B. Interest on Monetary Deposit. Landlord will hold this security deposit for the period Tenant occupies the Premises in accordance with the New Jersey "SECURITY DEPOSIT LAW", as amended. Landlord shall put the deposit in an interest bearing account in **Bank of America**. Tenant acknowledges that this Lease constitutes notice under N.J.S.A. §46:8-19 et. seq. of where the Landlord has deposited the security.  
  
C. Disposition of Monetary Deposit. Within thirty (30) days after the end of the Term, Landlord will return Tenant's monetary deposit to Tenant, less any allowed deductions to Tenant by certified mail to the address provided to Landlord by Tenant. Any deductions to the Security Deposit will be itemized in a statement in accordance with the following protocol:
  - i. Landlord will inspect the Premises for damage and any damage beyond reasonable wear and tear will be charged to Tenant in accordance with the Schedule of Maintenance Costs attached as Exhibit B. Landlord will use reasonable efforts to permit Tenant to participate in the inspection upon Tenant's request.

- ii. Landlord will inspect the Premises for cleanliness and if the Premises is not restored to the same condition as it was received by Tenant at the inception of this Agreement, cleaning and restoration costs will be charged to Tenant in accordance with the Schedule of Maintenance Costs.
- iii. Landlord shall accept the return of (i) keys (ii) access devices and (iii) amenity identification cards and shall charge Tenant, in accordance with the Schedule of Maintenance Costs, for any unreturned (i) keys (ii) access devices and (iii) amenity identification cards.
- iv. Any and all outstanding items due and unpaid to Landlord shall be collected.

D. Guaranty. If Tenant is a business entity or Tenant does not meet the credit obligations of the Landlord, Tenant will be required to provide an individual guarantor for payment of Rent who meets the Landlord's requirements for Tenancy and Guarantor will be required to sign the guaranty exhibit to be attached to this Agreement.

4. **USE OF PREMISES.** The Premises shall be used as a private single family dwelling and occupied exclusively by Tenant and Tenant's immediate family, consisting of **Abhinav Singhal** . No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use and such use shall not continue for a period of 14 consecutive days at any one time or a cumulative total of 28 days in a calendar year.

In no circumstance is Tenant permitted to allow the occupancy to exceed 2 people for a studio or one bedroom unit, 4 people for a 2 bedroom unit or 5 people for a 3 bedroom unit. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Except as noted by Tenant in the Move In Inspection Report, Tenant stipulates, represents and warrants that Tenant has examined and inspected the Premises, and that the Premises are in good order, repair, and in a safe, clean and tenantable condition. Except as noted by Tenant in the Move In Inspection Report, Tenant stipulates, represents and warrants that all appliances and equipment are in good working order. Subject to the Move-In Inspection Report, Tenant accepts the Premises "as is". Tenant acknowledges that upon expiration of the Term, Tenant is responsible to return the Premises to the condition that it was received in and that any issues/problems with the Premises or appurtenances thereto must be noted in the Move-In Inspection Report or such concerns are waived by Tenant.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant is not permitted to assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof for any reason whatsoever. Any assignment, sub-letting or license or an assignment or sub-letting by operation of law shall be absolutely null and void and Tenant shall remain liable for the entire Term of this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the Premises or construct or make any improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, if Tenant does make any alteration, change and/or improvement with prior written approval of Landlord, Landlord may, in its sole discretion, demand the removal of any alteration or other improvement made by Tenant, and if Tenant does not remove such alteration, change or improvement, Landlord can remove such alteration or improvement and any cost incurred to do so will be billed to Tenant as Additional Rent. Tenant acknowledges that if Landlord approves any alteration, change or improvement (including painting) and/or Tenant accepts any alteration at move in, Tenant is required to restore the Premises, at its sole cost, to the condition noted in the Move In Inspection upon termination or expiration of Lease or Landlord will charge Tenant in

accordance with Schedule of Maintenance Costs to restore Premises. Any restoration cost incurred by Landlord can be deducted from the Security Deposit or billed to Tenant as Additional Rent.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then Landlord may offer Tenant an alternate but similar unit, which if Tenant accepts, Landlord and Tenant shall enter into a lease for said unit or this Agreement and all rights hereunder shall terminate and Tenant shall receive a refund of any advance rent and security deposit paid to Landlord. Tenant shall not be entitled to nor shall Landlord be liable for any other damages that the remedy specified herein for non-delivery of possession
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Before taking possession of the Premises, Landlord will require that the Tenant provide proof that these utilities have been placed in the name of the Tenant.
11. **MAINTENANCE AND REPAIR.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal thereof. Whenever damage (reasonable wear and tear excepted) is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family, visitors, agents or contractors, Tenant shall be responsible for all reasonable charges for damages to the Premises, Building and/or Complex (including equipment and/or appliances supplied to the Premises). Tenant will be charged for such damage in accordance with Landlord's current Schedule of Maintenance Charges and is due upon demand from Landlord as Additional Rent.
12. **BUILDING RULES AND REGULATIONS.** Tenant shall abide by the Building Rules & Regulations attached as Exhibit A, as if each of the items set forth in the Building Rules & Regulations were included herein in at length. Landlord retains the right to amend the Building Rules & Regulations from time to time and Tenant agrees to be bound by the Building Rules & Regulations as amended from time to time by Landlord.
13. **DAMAGE TO BUILDING OR COMPLEX.** In the event of a fire, storm, earthquake, or other casualty which affects the Building or Complex and the Premises are completely destroyed or rendered wholly uninhabitable and such casualty was not caused by the negligence or misconduct of Tenant, Landlord shall have the option of either (i) keeping this Agreement in force and relocating the Tenant to a similar unit in the Building or Complex for the balance of the Term (or while repairing the Premises) or (ii) terminating this Agreement as of the date of such casualty except for the purpose of enforcing rights that may have then accrued hereunder. Should only a portion of the Premises be rendered uninhabitable, the Landlord shall have the option of either (i) repairing such injured or damaged portion of the Premises or (ii) terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the Base Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Agreement continue according to its terms.
14. **LANDLORD'S ACCESS TO AND INSPECTION OF PREMISES.** A. Emergency Situations. Tenant acknowledges and agrees that Landlord and its employees and agents shall be allowed immediate access to the Premises in emergency situations. If Tenant is not present, Landlord may enter the Premises using its copy of the key.

B. **Non-Emergency Situations.** Tenant acknowledges and agrees that in non-emergency situations, Landlord and its employees and agents may enter the Premises on reasonable notice to Tenant, and at reasonable hours of the day, to conduct inspections, make repairs and take other actions reasonably required or deemed appropriate by Landlord for maintaining or preserving the Premises and/or maintaining, operating or otherwise preserving the Building or Complex. Notwithstanding the foregoing, if Tenant does not give Landlord permission to access Premises for the repairs requested by Tenant, Landlord is not responsible for failure to perform requested repairs to Tenant's Premises.

C. **Expiration of Term.** During the two (2) months immediately preceding expiration of this Agreement or upon Tenant's notice to vacate prior to the expiration of the Agreement, Landlord and Landlord's employees and agents may enter the Premises on reasonable notice to Tenant and at reasonable hours, to show the Premises to rental applicants. If Tenant denies access to the Premises they may be liable for Rent until Premises is re-rented.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant fails to relinquish possession of the Premises and vacate the Premises after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that (i) the Base Rent then due and owing shall be 150% of the monthly Base Rent paid prior to the expiration of this Agreement and (ii) such tenancy shall be terminable upon thirty (30) days written notice served by either party. Tenant acknowledges and accepts the increase in Rent specified in this paragraph because of the convenience associated with a month-to-month tenancy and Landlord's increased costs and loss of stability inherent in a month to month lease.
17. **SURRENDER OF PREMISES.** Upon the expiration of the Term, Tenant shall surrender the Premises in as good a state and condition as the Premises were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.
18. **PETS.** In Landlord's sole discretion, in those buildings where Landlord permits pets, Tenant shall be entitled to keep one (1) pet in accordance with the Landlord's Pet Policy and Addendum if such addendum is attached to this Agreement and signed by both parties.
19. **AMENITIES.** The Building and/or the Complex in which the Premises are located may contain certain Amenities. If Amenities exist, Landlord extends the privilege of use to Tenant during the Term of the Agreement so long as (i) Tenant is not in breach of the Agreement and (ii) Tenant abides by the rules and regulations of Landlord for the Amenities that are available at the Building and/or Complex. Tenant agrees to abide by the rules and regulations for each of the Amenities of the Building and/or Complex, attached hereto as Exhibit C, as if each of the items set forth in the applicable rules and regulations were included herein at length. Tenant understands and agrees that failure to abide by any of the applicable rules and regulations may result in the loss of the privilege to use the Amenities. Landlord reserves the right to amend the rules and regulations for any of the Amenities from time to time and Tenant agrees to be bound by such rules and regulations as amended.
20. **INSURANCE/INDEMNIFICATION.** A. Tenant's Liability. Landlord shall not be liable for any damage to or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to Tenant's personal property, goods or equipment which are located at the Premises. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature for any and all loss, damage, cost or expenses involving Tenant's person or property, its family, guests, invitees and contractor's person and/or property and any and all loss, damage, cost or expense to the Premises and Building which is caused by Tenant or Tenant's family, guests, invitees, or agents.



B. Tenant's Insurance Requirement. Tenant must obtain renters' liability insurance, which names Landlord as an additional insured in an amount no less than \$100,000.00 and provide Landlord with proof of such insurance coverage prior to taking possession of the Premises.

21. **DEFAULT.** A. Non-Monetary. If Tenant fails to comply with (i) any of the material provisions of this Agreement, other than the covenant to pay Rent, or (ii) any of the then current Building Rules and Regulations prescribed by Landlord, or (iii) materially fails to comply with any duties imposed on Tenant by statute, regulations, ordinances or other applicable directives and mandates. Landlord may terminate this Agreement within five (5) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof.

B. Monetary. If Tenant fails to pay Rent when due and the default continues for five (5) days thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

22. **ADDITIONAL RENT.** If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for costs, fees and expenses related to the occupancy of the Premises, the administration of the Building and Landlord's costs attributable to the tenancy described herein incurred as "Additional Rent". Additional Rent will be due and payable in accordance with the Base Rent as described in Paragraph 2. If the Tenant fails to pay the Additional Rent, the Landlord will have the same rights as if the Tenant failed to pay the Base Rent.

In addition to any and all items specified throughout this Agreement as Additional Rent, Tenant understands and agrees that Landlord can charge Tenant Additional Rent for any of the following items:

A. Late Payments - Tenant will pay to Landlord a fee of \$100.00 per month for each month that Rent or any portion thereof, then due and owing, is not paid before the close of business of the 5th calendar day of the month that the Rent is due and remains unpaid.

B. Unavailable or Insufficient Funds - If any payments made to Landlord is rejected for insufficient or unavailable funds, Tenant will pay Landlord a fee of \$50.00, as Additional Rent, which is due and payable within 5 days of the notice of insufficient or unavailable funds. Tenant is responsible to use Landlord's Online Portal and ACH Payment System one-time option to cover any insufficiency or unavailable funds not paid prior to the date of Late Payments, specified in Paragraph 22A or the late fee will be charged to the Tenant.

C. Lock-Out Fee - Tenant will pay Landlord a "lock-out" fee of \$10.00 for each time Landlord assists Tenant in gaining entry to his or her Premises due to a lost or misplaced key or other inability to gain access to the Building, Premises or mailbox.

D. Renter's Liability Insurance - Tenant will pay Landlord for its purchase on behalf of Tenant, of Renter's Liability Insurance in the amount of \$100,000.00 if Tenant does not produce proof of coverage as specified in Paragraph 20B herein.

E. Utilities - Tenant will pay utilities as per Paragraph 10 herein. If Tenant fails to transfer utilities in to a personal account with the utility company, Landlord shall bill Tenant the cost of utilities used plus a monthly administrative fee in the amount of \$250.00 each month until such time as Tenant transfers the utilities to a personal account and provides proof of such transfer. The administrative fee will not be pro-rated for any partial month.

F. Administrative Fee - Tenant acknowledges that the Landlord will incur administrative costs and fees as a result of Tenant vacating the Premises prior to the end of the Term which Landlord would not have otherwise incurred if Tenant had not breached the terms of this Agreement. In the case that Tenant vacates prior to the end of the Term, Tenant shall pay to Landlord an Administrative Fee equal to one

thousand dollars (\$1,000.00). Landlord retains the option, in its sole judgment, to waive this fee, when Tenant meets all his/her obligations of this Agreement for the entire term, despite the early termination of this Agreement.

23. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, (i) obtain possession of the Premises in the manner provided by law and without becoming liable to Tenant for damages or for any payment of any kind whatever, and (ii) as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for any reletting by Landlord. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper.
24. **ADDITIONAL GROUNDS FOR TERMINATION.** Tenant acknowledges and agrees that the following are reasonable and necessary terms for the safety and security of the Building and Complex and violation of any of these terms is a default under this Agreement thereby providing the Landlord with a ground for termination of this Agreement and eviction of the Tenant:
  - A. Any action occurring in the Premises, Building and/or Complex by Tenant or his/her guest which endangers the health, safety or welfare of others;
  - B. Failure to maintain the Premises in a habitable condition;
  - C. Tenant's inability to care for his/her physical needs provided a qualified third party has been consulted and concludes that the Tenant is no longer able to maintain the Premises or care for his/her physical needs and, in addition, the Tenant cannot make suitable arrangements for someone to aid him/her in maintaining the Premises in a habitable condition or caring for his/her physical needs;
  - D. Making or permitting noises, odors or acts which disturb the peace, enjoyment and comfort of others in the Building and/or Complex; and
  - E. Criminal activity, proved by a preponderance of the evidence for offenses under NJSA 2A:18-61.1(p) and convictions of New Jersey laws regarding the Drug Reform Act, Assault, Terroristic Threats and Theft.;
  - F. Failure to give Landlord access to the Premises under circumstances described in Paragraph 14.

Landlord specifically reserves the legal right of re-entry in such circumstances.

25. **NOTICE REQUIREMENTS FOR RENEWAL OR VACATING PREMISES.** AT LEAST SIXTY (60) DAYS PRIOR to the conclusion of the Term, Tenant shall notify Landlord in writing of the Tenant's intention to either (i) vacate the Premises at the conclusion of the Term or (ii) renew his/her occupancy of the Premises. Tenant has the option to renew his/her occupancy of the Premises for a one year term, subject to accepting Landlord's then current form of Lease and market rent for the Premises. Landlord will use its best efforts to notify Tenant approximately seventy-five (75) days prior to the end of the Term of any change in Rent and any new form of lease that will be applicable to the Premises. If Tenant notifies Landlord within the time frame required herein of his/her intention to renew, Tenant must sign any and all documents required by Landlord to effectuate the lease renewal within the time frame specified by Landlord. If Tenant fails to notify Landlord in the time frame required herein or fails to sign the documents required by Landlord to effectuate the lease renewal in the time frame specified by Landlord, the Tenant must vacate the Premises at the conclusion of the Term or Tenant will become a hold-over tenant pursuant to Paragraph 16 herein.

26. **VACATING PREMISES PRIOR TO EXPIRATION OF TERM OR WITH INSUFFICIENT NOTICE.**

A. Vacating Premises Prior to Expiration. If Tenant vacates the Premises at any time other than at the natural expiration of the Term, Tenant will be liable for (a) the balance of the Rent for the remainder of the Term or until the Premises are re-rented, whichever is less. However if Premises are re-rented for a sum less than Rent owed by Tenant at the termination of the Lease, Tenant will be responsible for the difference in the Rent due under the terms of this Lease and the Rent to be collected under any new lease for the Premises. Tenant is additionally liable for (b) any Additional Rent Charges including the Administrative Fee plus (c) any damage to the Premises. The Administrative Charge, shall be Additional Rent, and paid in addition to charges levied by the Landlord on account of any damage caused to the Premises.

B. Vacating Premises with Insufficient Notice. If the Tenant vacates the Premises at the expiration of the Term but fails to give the Landlord the proper notice required under Paragraph 25, Landlord shall be entitled to collect the per diem Base Rent for the number of days that Tenant was deficient in giving the proper notice required by this Agreement. Additionally, if Tenant does not vacate by the expiration of the Term, Tenant shall be a hold over Tenant, as further described in Paragraph 16 herein.

27. **KEYS AND LOCKS.** Tenant shall not install additional or different locks or gates on any doors or windows of the Premises. If Tenant desires the lock(s) of its Premises to be changed, Tenant may request, in writing, that the Landlord replace the lock(s) on the Premises and Tenant's upon payment of the charge specified in the Schedule of Maintenance Cost, Landlord will change the lock(s). Loss of key(s) to the Premises will be treated as a request for a change in lock(s).

28. **MAJOR REHABILITATION.** Should the Landlord undertake a major rehabilitation of the Premises or Building which interferes with the habitability of the Premises, the Tenant agrees to temporarily relocate during the rehabilitation period to permit the work. There will be no abatement of Rent if Landlord can offer a similar unit for Tenant to relocate to and use during the Major Rehabilitation.

29. **NEW JERSEY LAW REQUIREMENTS FOR TENANT:** A. Truth in Renting. Tenant acknowledges receipt today of the Truth in Renting information, as required to be provided by New Jersey law (NJSA §46:8-45).

B. Insurance. Tenant acknowledges that Landlord informed Tenant as required by New Jersey law (NJSA §46:8-39) that Tenant may be eligible to purchase theft/crime insurance through Safety Management Institute.

C. Child Protection Window Guard Option. Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.

D. Exemption from Rent Control. The Premises is exempt from the provisions of the municipality's Rent Control Ordinance and will be exempt from any future rent control, rent stabilization or rent leveling ordinance of the municipality in which it is located pursuant to N.J.S.A. §2A:42-84.1 et. seq. for a period of thirty years from completion of construction of the building.

30. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if (i) delivered by hand and the receiving party has executed an acknowledgement of delivery, (ii) sent by recognized overnight courier with receipt delivery, (iii) sent by United States certified mail, return receipt requested, addressed to the address provided in the preamble of this Agreement or (iv) sent by email with receipted delivery addressed to the email addresses provided in the preamble of this Agreement. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

31. **ATTORNEYS' FEES.** Tenant acknowledges and agrees that the Landlord is entitled to (i) a \$200.00 preparation fee ("Preparation Fee") for the cost of preparing a summons and complaint, which may be prepared at any time after Rent becomes due and owing, (ii) the court and filing fees related to the enforcement of this Agreement and (iii) any and all other costs, fees and expenses, including those of an attorney, associated with the enforcement of this Agreement including but not limited to collection of sums owed to Landlord and removal of Tenant from the Premises. Any fees incurred by Landlord, include the Preparation Fee, will not be waived and must be paid with all other Rent due in order for any legal action to be terminated. Any and all costs, fees and expenses collectible pursuant to this clause, including but not limited to attorney costs and fees, shall be deemed Additional Rent and are due and owing to Landlord even if Tenant makes full payment of any outstanding Rent. **IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE.**
32. **MISCELLANEOUS:** A. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
- B. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- C. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Tenant acknowledges that (s)he has read the lease, understands the terms and conditions and obligations contained herein and has an opportunity to seek legal advice from counsel of his/her choosing regarding such terms and conditions and obligations.
- D. Descriptive Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- E. Construction. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. If any due date specified herein happens to occur on a day that is not a banking business day, the due date for such item shall be the next occurring banking business day, without notice or penalty.
- F. Non-Waiver. Landlord's failure to insist upon the strict performance of any of the terms and conditions in this Agreement shall not waive or relinquish the Landlord's right thereafter to enforce any such term or condition. If at any time Tenant makes a payment to Landlord for any amount which is smaller than the full amount due and owing to Landlord, Landlord's acceptance of this smaller amount shall not be considered a settlement or satisfaction of the full amount due and will not prejudice Landlord's right to collect the back rent and to exercise any and all other rights available to Landlord under this Agreement and by law.
- G. Recording of Agreement. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
33. **FORCE MAJEURE.** If Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, failure of power, restrictive governmental laws, regulations or acts, riots, insurrection, war, fire or other casualty, or other reason of a similar or dissimilar nature beyond the reasonable control of the Landlord, then performance of such act shall be

**excused for the period of the delay, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay and no rent concession or abatement shall be required by Landlord.**

34. **LANDLORD'S ONLINE PORTAL AND ACH PAYMENT SYSTEM.** Landlord maintains an online Portal and ACH Payment System for this Building/Complex at . This website provides access to information regarding the Building/Complex and Tenant must access the electronic and automatic payment options for Rent. Tenant should enroll in the Online Portal shortly after executing this Lease. Tenant must elect one-time or recurring payments for Rent and will be bound by the general terms and conditions of either election, which is listed at length on the Online Portal and incorporated herein as if set forth at length herein. Tenant understands and acknowledges that Landlord does NOT accept any other form of payment from a Tenant and any other form of payment of Rent shall be considered an unavailable funds and Paragraph 22B shall apply.
35. **INTEGRATION AND FINAL AGREEMENT.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof and it is agreed that all negotiations, considerations and representations between the parties having been incorporated herein. No prior dealings between the parties or their agents and affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth in this writing. All prior communications from Landlord with respect to estimated charges payable by Tenant and/or unit dimensions, area and layouts were provided for information only and are not to be construed as representations or as binding upon Landlord in any manner whatsoever. This Lease can be modified only by a writing signed by both parties. The presentation of this Lease to Tenant for examination does not constitute a reservation of or option for the Premises. This Lease shall become effective only upon execution by both parties. This Lease may be executed in more than one counterpart, and each such counterpart shall be deemed an original document.
36. **CONTENTS OF THE LEASE.** This Agreement, its Exhibits and the executed Addendum(s) attached hereto and the terms and conditions of regarding electronic and automatic payments, as may be amended in writing, makes up the entire agreement between Landlord and Tenant.

The parties hereto agree to the terms and conditions set forth in this Agreement and acknowledge being bound by signing below:

As to Landlord:

LANDLORD: Siena Urban Renewal Associates, L.P.

DocuSigned by:  
Sign: Joan Sciangula 1/2/2017  
38F8A84F4CD34F6  
Joan Sciangula Date

As to Tenant:

TENANT: Abhinav Singhal

DocuSigned by:  
Sign: Abhinav Singhal 1/2/2017 Sign: \_\_\_\_\_  
C0604328799B497  
Abhinav Singhal Date Date

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_  
Date Date

Sign: \_\_\_\_\_  
Date

**Exhibit A**  
**Rules and Regulations**

Dated: August 1, 2009

1. Clothing or any other items cannot be hung anywhere on the outside of the Building or in the common areas.
2. Shaking mops, rugs or other items out of a window is not permitted.
3. Sidewalks, halls, passages, stairs and other points of ingress and egress must remain clear. Neither Tenants nor their visitors are permitted to loiter or use the areas for storage for any personal items, including but not limited to bicycles and strollers.
4. Children are to be supervised at all times and to play only in designated areas. No one is permitted to play in common areas such as hallways, stairways, basements or elevators.
5. Tenants are not permitted to access the roof unless an emergency necessitates doing so.
6. Tenants and their family and guests are not permitted to injure or destroy the lawns, shrubs, or grounds of the Building or Complex.
7. Park only in designated areas.
8. Do not feed animals including birds, or take any other action that will attach such animals to the Building. No birdfeeders.
9. Entry and exit doors shall remain closed at all times. No doors shall be propped open or rendered inoperable by a Tenant. Fire exit doors are for emergencies only and are not to be used for normal entry and exit.
10. Keep noise level sufficiently reduced at all times so as not to disturb the peace, enjoyment and comfort of other tenants. If Landlord's employees or agents request a reduction in noise from any unit, Tenant will immediately abide by said request.
11. No animals or pets are permitted on the property or in the Building unless said animal or pet is the subject of a pet addendum to a lease agreement.
12. Bathroom facilities are to be used only for the purpose in which they were constructed. No rubbish, rags, ink, chemicals, garbage, disposable diapers, or other improper substances are to be flushed down a toilet.
13. Cooking oils and/or grease are to be disposed of properly. Do not flush either substance down a toilet or pour either substance down a sink or bathtub drain.
14. All doors and windows exposing the unit to the outside elements must be closed prior to leaving apartment to prevent damage to the unit.
15. No signs, notices, advertisements, illuminations or other projections are permitted on the windows or the exterior of Building.
16. Tenant is responsible for any damage to the unit caused by the installation or removal of any items to the walls, floors, doors, trim etc.
17. No installation of radio or television aerials, including satellite dishes on or in the buildings or hanging from the windows, balconies or fire escapes.
18. Apartments are for the purpose of single family private dwellings. No business, trade or profession of any kind can be conducted in the apartment.
19. Tenant must give Landlord prompt notice of any defects or malfunction of the plumbing, fixtures, appliances, heating apparatus or any other matters in the apartment needing repair.

20. No washing machine or dryer, unless provided by Landlord, is permitted in the apartment.
21. All cooking shall occur only in the kitchen on the stove or microwave provided.
22. Only electric grills are permitted. No open flames, charcoal nor propane on the balconies.
23. Garbage shall be disposed of properly in the designated areas. All local requirements regarding recycling shall be abided by. Tenant shall not permit the accumulation of garbage in the unit and comply with all health and sanitary codes. All refuse and garbage shall be handled in the following manner:
  - A. Garbage is to be secured in plastic bags and disposed of by depositing the bags in compactor provided in the compactor closet on the Tenant's floor. If any garbage is dropped in the halls or compactor room, Tenant is responsible for cleaning the mess created.
  - B. Bulky and very large items or items which may clog the compactor chute must be brought to the area designated by the Building manager. Tenant may contact Building manager for additional details. Landlord reserves the right to charge a reasonable fee to dispose of such items.
24. Any case of infectious or contagious disease shall be reported to the Landlord.
25. The presence of insects or vermin in any unit or hallway shall be reported to the Landlord.
26. Explosives or flammable materials are not permitted in the unit.
27. If Landlord exterminates the Building, Tenant shall remove items from the floor and take other reasonable steps that are requested by Landlord to assist the process.
28. The Tenant should not waste or unreasonably use water or other utilities.
29. Water and other utilities are to be used only for household purposes. Tenant shall be conscious of consumption and take reasonable steps to conserve water and utilities.
30. No water beds are permitted.
31. Cable TV shall be used in accordance with cable provider's requirements and not for unlawful purpose. No unauthorized use of cable TV or theft of services.
32. Common area electric outlets, light bulbs and internet connections shall be not be used for personal use.
33. No electrical or extension cords can be run from the hallway to a unit.
34. Landlord's employees are not permitted to take items including but not limited to food, cable boxes, keys or payments, from a resident intended for a third party.
35. No additional locks or hooks can be placed upon any door or window.
36. Upon Move out, all kitchen appliances, bathroom fixtures, floors and carpet must be thoroughly cleaned, including but not limited to shampooing of carpets.
37. All common areas, indoor and outdoor, are smoke free.



**Exhibit B****Estimated Damages and Repair Schedule**

Dated: January 17, 2014

**\*Billable charges to Tenant considered by Landlord to be beyond normal wear & tear:**

<b><u>Items</u></b>	<b><u>Charges*</u></b>
Balcony – Door	Replacement Cost + \$175 Installation
Balcony – Door Hardware/Locks	Replacement Cost + \$50 Installation
Balcony – Screen Door	Replacement Cost + \$25 Installation
Bathroom – Sink	Replacement Cost + \$100 Installation
Bathroom – Tile – Wall	Replacement Cost
Bathroom – Tile – Floor	Replacement Cost
Bathroom – Vanity	Replacement Cost + \$100 Installation
Bathroom – Vanity Door	Replacement Cost + \$20 Installation
Bathroom Fixtures – Soap dish	Replacement Cost + \$20 Installation
Bathroom Fixtures - Towel Rack	Replacement Cost + \$20 Installation
Bathroom Fixtures - TP Holder	Replacement Cost + \$20 Installation
Bathroom Fixtures - Tub Stopper	Replacement Cost
Bathtub – Surface Chip Repair	Contractor's Cost
Carbon Dioxide Detector	Replacement Cost
Carpet – Replace	Contractor's Cost
Carpet – Shampooing	Contractor's Cost
Ceiling Tiles	Replacement Cost
Closet Door Knob	Replacement Cost
Closet Shelving	Replacement Cost
Countertop – Bathroom	Replacement Cost + \$100 Installation
Countertop – Kitchen	Replacement Cost + \$200 Installation
Doors – Apt Entrance	Replacement Cost + \$250 Installation
Doors – Bi-fold – Broken/Cracked	\$80 + \$50 Installation
Doors – Chains	\$20
Doors – Handle	Replacement Cost
Doors – Hardware/Locks	\$450
Doors – Interior Apt – Broken/Cracked	\$80 + \$50 Installation
Doors – Stoppers	Replacement Cost
Electric – Appliance Parts & Accessories	Replacement Cost
Electric – Change Light bulb	\$7.50 per bulb
Electric – Change Overhead Kitchen Bulbs	\$12.50 per bulb
Electric – Dishwasher	Replacement Cost + \$150 Installation
Electric – Fridge/Freezer	Replacement Cost + \$50 Installation
Electric – Heat/AC	Replacement Cost + \$50 Installation
Electric – Heat/AC – Clean Filters	\$10 each
Electric – Light Fixtures/Outlets Apartment	Replacement Cost + \$25 Installation
Electric – Light Fixtures/Outlets Common Area	Replacement Cost + \$50 Installation
Electric – Light Fixtures/Outlets Exterior	Replacement Cost + \$50 Installation
Electric – Microwave	Replacement Cost + \$50 Installation
Electric – Range top	Replacement Cost + \$100 Installation


Electric – Stove/Oven	Replacement Cost + \$75 Installation
Electric – Stove/Oven Porcelain Chip Repair	\$35 per chip
Electric – Washer/Dryer	Replacement Cost + \$50 Installation
Extermination – Apartment	Contractor's Cost
Floors – Carpet	Contractor's Cost
Floors – Common Area	Contractor's Cost
Floors – Kitchen Granite	Replacement Cost
Floors – Kitchen Vinyl	\$150
Floors – Parquet	1-28 tiles – \$210
	29+ tile – \$210 + \$15/sq'
Insulation	Contractor's Cost
Intercom	Contractor's Cost
Key Fobs	\$20 each
Keys	\$5 each
Kitchen Cabinets – Door Replacement	\$100 + \$20 Installation
Kitchen Cabinets – Hardware	Replacement Cost
Kitchen Cabinets – Shelves	Replacement Cost
Lockouts	\$10
Locks – Change Cylinder	\$50
Mailbox Lock – Change Cylinder	\$25
Medicine Cabinet	Replacement Cost + \$125 Installation
Medicine Cabinet – Mirror Panel	Replacement Cost + \$20 Installation
Oven – Drip Pans	Replacement Cost
Phone Jack	Replacement Cost
Plumbing – Bathroom Sink	See Work Order Notes – Charge TBD
Plumbing – Dishwasher	Parts and Labor Costs
Plumbing – Diverter	Replacement Cost
Plumbing – Kitchen Sink – Replacement	Replacement Cost + \$100 Installation
Plumbing – Outside Patio Drains	Contractor's Cost
Plumbing – Shower Head	Replacement Cost + \$20 Installation
Plumbing – Spouts	\$35
Plumbing – Toilet – Clogged	\$50
Plumbing – Toilet – Running	\$25
Plumbing – Toilet Bowl	Replacement Cost + \$100 Installation
Plumbing – Toilet Seat	\$25
Plumbing – Toilet Tank	Replacement Cost + \$50 Installation
Plumbing – Tub/Shower	Replacement Cost
Plumbing – Tub/Sink/Drain Clog	\$50
Plumbing – Washer/Dryer	Contractor's Cost
Recaulk – Countertop	\$20
Recaulk – Sink	\$15
Recaulk – Toilet	\$15
Recaulk – Tub/Shower	\$20
Shower Rod	\$40
Smoke/Carbon Detector	Replacement Cost
Sprinkler Head	\$50
Transition Strip	\$35
Unit Turnover - Cleaning	\$100
Unit Turnover - Painting	Contractor's Cost

Walls - Holes	\$50 per room
Walls - Painting	Contractor's Cost
Windows - Blinds	Replacement Cost + \$25 Installation
Windows - Broken	Replacement Cost + \$25 Installation
Windows - Glass	Contractor's Cost
Windows - Hardware/Locks	\$25
Windows - Screens - Rescreen	Replacement Cost + \$35 Installation
Windows - Screens - New Frame & Screen	Replacement Cost + \$50 Installation

In the event any of the above-referenced items require cleaning or replacement by Landlord during or at the conclusion of the Lease Term, Tenant agrees it will be responsible for and promptly pay Landlord for the charges assessed as set forth on the Estimated Damages and Repair Schedule. Tenant acknowledges that the estimates are reasonable charges. Tenant acknowledges that the Estimated Damages and Repair Schedule is not exhaustive and Landlord can charge Tenant for cleaning and/or replacement of items not contained in the Schedule so long as such charges are commercially reasonable. If Tenant fails to promptly pay Landlord for damages assessed for cleaning and/or replacement of items, Tenant hereby authorizes and Landlord may, at its option, deduct the charges from Tenant's security deposit and Tenant replenish the Security Deposit as required by Paragraph 3 of the Lease.

*Prices are subject to change due to contractor and supplier costs*

DocuSigned by:



1/2/2017

Sign: Abhinav Singhal **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

**Exhibit C**

**Amenities and corresponding  
Rules and Regulations**

The Building and Complex, if applicable, to which your Premises are a part offer the following Amenities, as listed below, which as a Tenant in good standing you have the privilege of using in accordance with and abiding by the Rules and Regulations as posted at the location of each amenity. Landlord reserves the right to amend any Rules and Regulations from time to time.

**Amenity**

Fitness Center

Playground

BBQ/Picnic Area

Sundeck

By initialing below, Tenant acknowledges that Tenant is required to observe the Rules and Regulations for the amenities of the Building and Complex, as applicable, in order to accept the privilege of using the available amenities.

Sign:  1/2/2017  
Abhinav Singhal Date

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

**Building: The Gotham**

**Landlord: Siena Urban Renewal Associates, L.P.**

**Move In Date: March 1, 2017    Move Out Date: \_\_\_\_\_**

## **Move In/Out Agreement**

**Tenant: Abhinav Singhal**

**Premises No. 607**

By signing below, Tenant hereby acknowledges and agrees to the following move in/move out requirements and procedure for the above-referenced Building.

Tenant is responsible for any and all damage caused to the Building and/or elevator during Tenant's move in and/or move out from the Building. Landlord shall have the right to charge Tenant the cost of repair in accordance with the Schedule of Maintenance Charges as Additional Rent for any damage caused by Tenant during Tenant's move in or move out.

All move in and move out times must be scheduled in advance with the Management Office of the Building. Tenant can only move in or out during his/her scheduled time. Move ins and move outs are scheduled on a first come first serve basis, please check with the management office for days and times allowed. Landlord is not responsible for any loss of any kind to Tenant if Tenant's choice of move in/move out time is unavailable. Tenant acknowledges that if Tenant moves at any time other than his/her scheduled time, Tenant will be charged a fee of \$500.00 as Additional Rent for the inconvenience caused to the Building and other residents.

Prior to move in/move out date referenced above, Tenant shall provide Landlord with the Tenant's moving company's insurance certificate naming the Landlord as an additional insured party. If Tenant is not using an insured mover, Tenant agrees to indemnify and hold Landlord and its agents harmless from any and all damage and personal injury to any party which is caused by Tenant, its invitees and guests during the move in/move out period.

Tenant shall only use elevator designated by Landlord during his/her move in/move out time. Additionally, Tenant will follow all other instructions provided by Landlord with respect to areas designated in the Building for moving. If Tenant fails to complete his/her move in/ move out during the designated time, Tenant must consult the Management Office for additional instructions. Tenant understands that Tenant may not be permitted to continue his/her use of the elevator once his/her specified time has expired.

If Tenant fails to remove any item from the Premises during a move out, it will be deemed that Tenant has abandoned said item(s) and Tenant acknowledges that Landlord shall remove the item(s) at Tenant's cost.

Upon Move-In:

DocuSigned by:  
Sign: Abhinav Singhal 1/2/2017  
C06843287998487  
**Abhinav Singhal** **Date**

Sign: \_\_\_\_\_  
**Date**

Upon Move-Out:

Sign: \_\_\_\_\_  
**Abhinav Singhal** **Date**

Sign: \_\_\_\_\_  
**Date**

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

For Office Use only:

Elevator Reservation Time: \_\_\_\_\_

\_\_\_\_\_

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

Sign: \_\_\_\_\_  
Date

Elevator Reservation Time: \_\_\_\_\_

\_\_\_\_\_

## Acknowledgement of Verbal Window Guard Notification

At the time of lease signing, I, **Abhinav Singhal** , as tenant of Unit **#607** at **The Gotham** was advised that pursuant to New Jersey Law,

- The owner (landlord) is required by law to provide, install and maintain window guards in the apartment if a child or children 10 years of age or younger is, or will be, living in the apartment or is, or will be, regularly present there for a substantial period of time if the tenant gives the owner (landlord) a written request that the window guards be installed.
- The owner (landlord) is also required, upon the written request of the tenant, to provide, install and maintain window guards in the hallways to which persons in the tenant's unit have access without having to go out of the building. If the building is a condominium, cooperative or mutual housing building, the owner (landlord) of the apartment is responsible for installing and maintaining window guards in the apartment and the association is responsible for installing and maintaining window guards in hallway windows.
- Window guards are only required to be provided in first floor windows where the window sill is more than six feet above grade or there are other hazardous conditions that make installation of window guards necessary to protect the safety of children.
- Costs not exceeding \$20 per window guard installed in a unit may be passed on to the tenant who requested the installation of the window guard, subject to any municipal ordinance to the contrary.

DocuSigned by:  
Sign: Abhinav Singhal 1/2/2017  
C0694328799B497  
**Abhinav Singhal** **Date**

Sign: \_\_\_\_\_  
**Date**

Sign: \_\_\_\_\_  
**Date**

Sign: \_\_\_\_\_  
**Date**

Sign: \_\_\_\_\_  
**Date**

## Pet Addendum

Paragraph **18** of the Agreement is hereby supplemented as follows:

TENANT IS PROHIBITED FROM MAINTAINING ANY OF THE FOLLOWING ANIMALS ON THE PREMISES, EVEN TEMPORARILY: ANY DOGS CONSIDERED VICIOUS, INCLUDING PITBULLS, ROTTWEILLERS, DOBERMAN PINSCHERS, BULL MASTIFFS, GERMAN SHEPHERDS AND ANY CROSS BREED DOG CONTAINING ONE OR MORE OF THE ABOVE BREEDS, UNDOMESTICATED ANIMALS AND OTHER DANGEROUS OR HARMFUL ANIMALS OR REPTILES.

THESE RESTRICTIONS ARE NOT SOLELY BASED ON THE ABOVE LIST. LANDLORD RESERVES THE RIGHT TO MODIFY THE LIST OF PROHIBITED ANIMALS AT ANY TIME.

NOTWITHSTANDING THE FOREGOING RESTRICTIONS, LANDLORD MUST APPROVE ANY PET WHICH TENANT WISHES TO MAINTAIN AS A HOUSEHOLD PET AND THE PET IS NOT PERMITTED UNLESS LISTED IN SECTION a. BELOW.

- a. Tenant has requested and Landlord hereby consents to Tenant maintaining **\* NO PETS \*** in the Premises as a household pet. The Tenant covenants and agrees that it will not house any other pets in the Premises. Landlord's consent is given solely for the specific pet described in this paragraph. Landlord limits each Premise to one pet.
- i. Type: \_\_\_\_\_
- ii. Breed: \_\_\_\_\_
- iii. Name: \_\_\_\_\_
- iv. Weight: \_\_\_\_\_
- v. Age: \_\_\_\_\_
- vi. Color: \_\_\_\_\_
- b. In consideration of Landlord's agreement for Tenant to maintain the pet referred to in Section a, herein, Tenant shall pay to Landlord, a monthly fee of \$50.00 in addition to all other Rent and charges specified in the Lease. The monthly payment referred to in this Section b is a fee to keep the pet and any loss or damage caused by the pet will be charged to Tenant in addition to the monthly fee. Tenant acknowledges full responsibility for any loss or damage caused by the pet as more fully described in Section d.
- c. Tenant covenants and agrees to permanently remove the pet from the Premises (i) within ten (10) days notice by the Landlord if the Landlord determines in its sole discretion that (a) the pet is not at all times under the control of the Tenant, (b) the Tenant does not properly care for or clean up after the pet, or (c) the pet is generally disruptive to the peace and quiet enjoyment of other tenants of the Building or (ii) immediately upon notice by the Landlord to the Tenant if the Landlord determines that the pet threatens the health or safety of tenants, invitees, or employees of the Building.
- d. Tenant shall be liable for any and all damage and injury caused by the pet, including but not limited to, to Landlord, its property, employees, agents, representative or contractors or to any other person visiting or residing at the Building whether in common areas or any unit. Tenant shall indemnify and hold Landlord harmless from and against any loss, cost, claim, judgment, damage or expense, including reasonable attorney's fees, sustained as a result of the actions of or caused by Tenant's pet.
- e. Tenant acknowledges, that if Landlord is permitted access to the Premises pursuant to the terms of the Lease, and Landlord is reluctant to do so because of the pet, Landlord will first request that Tenant restrain the pet and if Tenant is unable to do so and Landlord cannot wait, Landlord is permitted to contact the proper authority to secure the pet.



- f. Tenant agrees to comply with all local municipal ordinances regarding pet ownership. Tenant will immediately remove and dispose of any feces deposited by its pet in public places by sanitary methods. Tenant shall license its pet, if applicable. All dogs must be brought to the curb to urinate or defecate. Tenant shall maintain full control of his/her pet at all times, and shall keep the pet on a leash at all times when in common areas or on Building grounds.
- g. Tenant acknowledges and agrees that the terms contained in this Addendum are reasonable and the violation of which shall constitute grounds for eviction and for which the Landlord reserves a right for re-entry.

All other terms and conditions in the Lease are hereby ratified. Signed by and agreed to by the parties named below.

LANDLORD:

DocuSigned by:  
Sign: Joan Sciangula 1/2/2017  
38F8A84FACD34E6  
Joan Sciangula Date

TENANT:

DocuSigned by:  
Sign: Abhinav Singhal 1/2/2017 Sign: \_\_\_\_\_  
C06B4528799B467  
Abhinav Singhal Date Date

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_  
Date Date

Sign: \_\_\_\_\_  
Date

### **Addendum to Lease - Liability Insurance Requirement**

#### **Liability insurance coverage is required with your lease.**

To fulfill your lease obligation you are required to provide evidence of liability insurance at a **minimum coverage \$100,000.00**. Contents coverage is not required in your lease, but you may want to consider purchasing it.

You may choose the insurance company and policy limits that are most appropriate for your situation, providing the minimum coverage level of \$100,000.00 for liability is satisfied.

If you arrange your own policy simply provide proof of this coverage to the Management Office.

For the convenience of residents that do not have a specific insurance agent already, we have arranged for a convenient, affordable insurance option for this community: Renters Insurance Select, a resident liability & contents insurance program developed for multifamily residents. Acceptance is guaranteed for residents of this community.

To learn more about this coverage, obtain a premium quote or purchase a policy please visit **www.RentersInsuranceSelect.com**, and enter **Community ID #8800434** to identify you as a resident of **The Gotham**. If you have any additional questions please call the customer service team at 866.654.9900.

**Please indicate your liability insurance election below:**

☐

I have arranged for liability insurance coverage through:

\_\_\_\_\_  
(Name of insurance provider)

I understand that I **must maintain liability coverage for the duration of my lease.**

Please provide the Management Office with a copy of the Declarations Page.

**OR**

☒

I have enrolled in Renters Insurance Select for liability and/or contents insurance.

Effective date: 02/15/2017

APT # 607

**PROOF OF COVERAGE/COPY OF DECLARATIONS PAGE MUST BE PROVIDED  
TO THE MANAGEMENT OFFICE BEFORE PICKING UP KEYS**

DocuSigned by:  
Sign: Abhinav Singhal 1/2/2017  
**Abhinav Singhal** **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

## **NOTICE TO QUIT OR NOTICE OF MONTH TO MONTH OCCUPANCY WITH RENT INCREASE (HOLDOVER STATUS)**

**IF YOU DECIDE NOT TO RENEW YOUR LEASE AND DO NOT VACATE AT THE END OF THE TERM (ON OR BEFORE February 28, 2017) OR YOU FAIL TO SIGN AND RETURN THE LEASE RENEWAL AND OTHER REQUIRED DOCUMENTS TO LANDLORD IN THE REQUIRED TIME FRAME (ON OR BEFORE December 31, 2016), THEN THE TERMS OF YOUR LEASE WILL BE AMENDED AS FOLLOWS ON LEASE EXPIRATION.**

**LEASE:**

Tenant: Abhinav Singhal  
Landlord: Siena Urban Renewal Associates, L.P.  
Premises: 255 Warren St. #607  
Jersey City, NJ 07302  
Term: March 1, 2016 - February 28, 2017

1. **TERMINATION OF LEASE** – Your Lease expires on **February 28, 2017**. If you do not execute the Lease Renewal **OR** you do not vacate the Premises by the expiration date, your tenancy will convert to a holdover status and the Base Rent during your continued period of occupancy of the Premises will increase in accordance with the Lease terms. As of **March 1, 2017** the Base Rent for the Premises is **\$3,382.50** per month, due and payable in advance on the first day of each month that the occupancy continues.
2. **HOLDOVER STATUS** – Despite the expiration of your Lease term, if you continue to occupy the Premises after **February 28, 2017**, you shall occupy as a Holdover Tenant and the terms of the Lease shall continue to apply but for the following which are amended as described herein:
  - (a) **BASE RENT** – Your Base Rent is payable in advance, on the first day of every month. In the event you continue occupancy of the Premises, it will be on a holdover status for a month to month basis and either you or the Landlord may terminate the Lease provided that written notice of termination is given to the other party at least **30 days** prior to the next rent due date. Landlord may increase the Rent at any time upon thirty days written notice.
  - (b) **SECURITY DEPOSIT** – You are required to maintain the security deposit for the Premises at the rate of **1.00** month's Base Rent. Therefore, you must increase your deposit with Landlord by paying the sum of **\$1,127.50** to Landlord by **February 28, 2017**.

If the Term of your Lease has expired, please be reminded of the following obligations which are contained in the Lease and remain in effect:

1. **PETS**: If you are authorized by Landlord to keep a pet at the Premises, you must continue to pay **\$50.00 per month per pet**, which is payable on a monthly basis
2. **LIABILITY INSURANCE**: You are required to provide evidence of liability insurance at a minimum coverage level of **\$100,000.00** for the Term of your continued occupancy.
3. **NON-WAIVER RATIFICATION**: Landlord has not waived any of its rights and remedies against you under your existing Lease. All terms of the Lease, but for the Term and Base Rent which are hereby amended, are ratified and remain in full force and effect.
4. **VACATING PREMISES**: You must give the Landlord at least **30 days** advance notice from the last day of any month of your intention to vacate the Premises or you may be subject to additional rental charges.

**Dated:** December 13, 2016

## NOTICE OF TENANT'S INTENTION TO VACATE

**Building:** The Gotham

**Date:** \_\_\_\_\_

**Tenants Name:** Abhinav Singhal

**Address:** 255 Warren St., Jersey City, NJ 07302

**Apt. #** 607

**Date To Vacate Premises:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

### Call to schedule a time of move and sign Move Out Addendum

**Reason for Vacating:** \_\_\_\_\_

**Forwarding Address** (where security deposit should be mailed):

Street: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Do you have a Storage Space?** ( ) Yes ( ) No **Storage Space#:** \_\_\_\_\_

**Parking Spot(s) # /Lot:** \_\_\_\_\_

(Please note that the parking spot(s) storage locker(s) must be vacated no later than the day tenant vacates Premises)

**Check One:** ( ) Lease Expiration ( ) Month-to-Month ( ) Breaking Lease ( ) Transfer

### **Tenant responsibilities to vacate Premises without penalty:**

1. The Premises must be cleaned and restored to the condition received at move-in.
2. Keys, Fobs and other access devices must be returned to Management Office.
3. All move-out times must be arranged in advance with the Management Office. Tenant must execute the Move Out Addendum which further specifies Tenant's responsibilities.
4. Provide notice to utility service providers to discontinue service.

### **Tenant should note the following:**

- During the 60 days immediately preceding Vacate Premises Date, Landlord and Landlord's employees and agents may enter the Premises on reasonable notice and at reasonable hours to show the Premises to rental applicants.
- Tenant understands that Landlord may begin preparing apartment for the new tenant as of the day following Vacate Premises Date above, regardless of lease expiration date. Any possessions left in Premises after Vacate Premises Date will be disposed of with no responsibility to Tenant by Landlord.

**Tenant acknowledges that they have read the terms and conditions contained herein.**

**TENANT:**

Sign: \_\_\_\_\_  
**Abhinav Singhal** **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

Sign: \_\_\_\_\_ **Date**

**LANDLORD:**

Sign: \_\_\_\_\_ **Management Signature** **Date**