

Richmond Court

APARTMENT LEASE

Date of Lease:

1/22/2015

Resident(s):

Brett Reasor

Property Address

5 Dennis Street

City/State/Zip

New Brunswick, NJ 08901

Apt. #

211

Lease Term

12

Start Date

3/19/15

End Date

3/18/16

Parking / Garage Space #

509

Storage Space #

N/A

RECURRING MONTHLY CHARGES

\$1,385.00	Base Rent
\$0.00	Monthly Concession Rent
\$0.00	Other Concession Rent
\$70.00	Parking Rent
\$0.00	Storage Rent
\$0.00	Corp. Rent
\$0.00	Pet Rent
\$0.00	Month to Month Rent
\$0.00	Short Term Premium Rent
\$1,455.00	Total Monthly Rent
\$610.00	First Month of Pro-ration

NON RECURRING CHARGES

\$0.00	Amenity Fee
	(Charge will also be due at time of renewal)
\$0.00	Pet Fee
	(Charge per Pet is non refundable)
\$125.00	Application Fee
\$2,078.00	Security Deposit Amount
	<i>Name & Address of Place of Deposit:</i>
	Bank of America
	750 Walnut Avenue, Cranford, NJ 07016
\$0.00	Upfront Concession Amount

Your signature below acknowledges your agreement with the charges and terms as listed above:

RESIDENT(S):

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

CO-SIGNER:

Signature

Date

Print Name

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1. **OCCUPANTS:** This is a Lease Agreement (the “Lease”) between **MC Richmond NB L.L.C.** (the “Owner” or “Landlord”) and Resident for the above stated Apartment (referred to in this Lease as the Apartment) at Richmond Court (the “Premises” or “Community”). The Apartment is to be used or occupied by the Resident(s) and other occupants as stated above for residential uses only. **In the event that individuals other than those listed on page 1 occupy the Apartment, then the Resident shall be in default and Owner may exercise the rights and remedies available to the Owner, including the right to terminate this Lease.**
2. **RENT:** The Resident agrees to pay the total rent per month (“Rent”) in advance as listed on Page 1 on or before the first day of each month. Payment by Resident or receipt by Owner of a lesser amount than the monthly rental provided in this Lease shall be applied to the earliest unpaid rent. The Total Monthly Rent for each month of the Term is the sum of **\$1,455.00**. The Total Monthly Rent is due on the first day of each month (“Due Date”) of the Term. The first total month’s rent is due upon the execution of this Lease Agreement. All payments of Rent must be made using Owner’s direct on-line payment system (Property Solutions) (unless otherwise permitted by law or required by the Owner) on or before the 1st of each month without notice or demand. 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 3 herein, Owner’s Online Portal and ACH Payment System.
- a) **Rent Control Exemption:** Pursuant to N.J.S.A. 2A:42-84.4 your apartment home at Richmond Court located in the Town of New Brunswick, NJ 08901 is exempt from rent control.
3. **OWNER’S ONLINE PORTAL AND ACH PAYMENT SYSTEM:** Owner maintains an online Portal and ACH Payment System for this Building/Complex (Property Solutions). This website provides access to information regarding the Building/Complex and Resident must access the electronic and automatic payment options for Rent. Resident must enroll in the Online Portal with fifteen (15) days of executing this Lease Agreement so as to ensure timely future rental payment. Resident 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. Resident understands and acknowledges that: (1) Owner is not required to accept any other form of payment from Resident unless required by law; and (2) Owner reserves the right at its discretion to immediately cease Resident’s online and/or automatic payments and require Resident to pay via certified funds or money order.
- No endorsement or statements on any check or payment, nor any letter accompanying any check or payment shall be considered a settlement or an agreement with the Owner. The Owner may accept such check or payment without prejudice to the Owner’s right to recover the balance of such rents or pursue any other remedy permitted by law. Resident agrees that Owner may apply any payment of Rent Owner receives from the Resident first to any Additional Rent, outstanding fees, costs or charges owed by Resident under this Lease and then to the first rent payment due and owing regardless of any statement by Resident, written or oral, or any notation on the rental payment check or money order to the contrary. If any payment is returned for insufficient funds, a returned check fee will be assessed to Resident’s account.
4. **CHARGES WHICH ARE ADDITIONAL RENT:** Late fees, utility charges, garage/parking fees, pet rent, amenity fee, early termination charge, and any other rents and charges due pursuant to the terms of the Lease as applicable (“Additional Rent”), are collectible as Additional Rent from the Resident:
- a) **Late Charge:** If your Rent is not paid on or before the fifth (5th) day of the month, you will owe us a late charge. The late charge is ten percent (10%) of the Total Monthly Rent listed on page 1 if payment is made after the fifth (5th) day for the month. All late charges are due with the monthly Rent payment. After the tenth (10th) of the month, Resident may be required to pay via certified funds or money order. The fact that a late charge is not assessed until the sixth (6th) of the month does not constitute a grace period for the payment of Rent. We have the right to file suit to gain possession of your Apartment on the second (2nd) day of the month if Rent is not paid on the first.
- b) **Returned Check:** If your payment is returned for “insufficient funds” or for any other reason, you will owe us a charge of \$50.00 as well as any applicable late fees. You will also be liable for any late charges incurred as a result of the payment being returned. The insufficient funds charge is due immediately with the redeeming payment. Should two (2) of your payments be returned for any reason, we will no longer be obligated to accept your online payments. Payment will be required to be remitted in the form of a money order, bank check, or bank certified check.
- c) **Early Termination Charge:** You may make us an offer to change the Lease End Date to an earlier date than originally provided on page 1. To be effective, your offer must be in writing, must specify a new Lease End Date at least sixty (60) days from the date of the offer, and must be accompanied by a payment (the “Early Termination Charge”) which is equivalent to two (2) months Total Monthly Rent as stated on page 1. The Early Termination Charge is an amount that we set and change from time to time in our sole discretion, which is available upon request from the Owner. You agree that if you make an effective offer to change the Lease End Date, we will have one week to decide whether to accept or reject your offer, which decision we may make in our sole discretion. We generally will not accept an offer if you are in default under this Lease at the time the offer is made. If we accept your offer, the Lease End Date will be changed to (i) the sixtieth (60th) day after the date you make an effective offer, or (ii) if later, the date you indicate in your effective offer as your preferred Lease End Date. If we accept your offer, then we will retain the Early Termination Charge you paid with your offer. You must, however, comply with all other terms of the Lease and the Security Deposit Agreement, including the timely payment of Rent and, as the case may be, Additional Rent, prior to the new Lease End Date. You must leave the Apartment on or before the new Lease End Date. You will remain liable for all Rent, Additional Rent and other sums that arise before the new Lease End Date or that arise on account of your tenancy with us or your failure to pay us amounts owed. You agree that by making an effective offer, you will be indicating that such offer was made in your sole discretion and that you consider the terms of such offer reasonable in light of the benefit you will

- receive if we accept your offer. It should be noted that in cases of military deployment or assignment, the Owner will strictly comply with the requirements of the Soldiers and Sailors Civil Relief Act. All early lease terminations falling under the terms of the Federal Act will be reviewed and if and when applicable, early lease terminations will be granted accordingly.
- d) **Pets:** No animals or pets of any kind shall be kept in the Apartment, unless a fully-executed Pet Addendum is signed by both Owner and Resident. Owner will allow a support animal for a disabled person. Owner may require a written statement from a qualified professional verifying the need for the support animal. All rules, regulations, fees, pet security deposits and pet rents are included this Lease and in the Pet Addendum and must be strictly adhered to or Resident will be in breach of this Lease, allowing Owner to exercise its right to remove Resident from the Apartment or to exercise any other rights and remedies afforded to Owner under this Lease. You are fully responsible for repairing all damages caused to the Apartment and/or Premises by your pet, at your cost. Owner will be entitled to deduct from the Security Deposit the repair costs for all such damage that you fail to repair. These charges, as well as any monthly pet fees, will be considered and collected as Additional Rent. See attached pet rules.
- e) **Parking Charges:** If there is a charge for parking at the Community, you agree to pay a parking charge per space each month due and payable with your Rent. If we are required to tow or store a motor vehicle belonging to you or any of your guests, such charges are due from you to us as Additional Rent.
- f) **Washer/Dryer:** If we provide to you a washer and dryer, you agree to pay a washer and dryer charge each month which is included your Rent. Such washer and dryer must remain located in your Apartment.
- Washer Brand:
Dryer Brand:
None Provided: ☒

Washer Serial Number:
Dryer Serial Number:
- g) **Corporate Apartment Home (CAH) Charge:** If we provide to you a corporate Apartment home (CAH), you agree to pay a CAH charge each month due and payable with your Rent. Acceptance of any payments made by anyone other than the corporate Resident shall not be construed as creating a residency with each payer nor creating a tenancy with payer.
- h) **Reimbursements:** If you are required to reimburse us pursuant to “Condition of the Apartment”, such reimbursements will be due immediately upon demand by us.
- i) **Transfer Charge:** If you want to transfer from your Apartment to another Apartment within the Community during the term of this Lease, you must request the transfer in writing at least thirty (30) days in advance. You must occupy the Apartment for a minimum of six (6) months prior to making any such request. You also understand that this transfer forfeits any concession(s) you may have received. If you are not in default under this Lease and we agree to the transfer, you agree to pay a transfer charge equal to 1 (one) month’s Total Monthly Rent. This transfer charge is non-refundable and you must sign a new Lease for the new apartment. You must pay all applicable Rent and Other Charges then due under the new Lease. The transfer charge is due at the time your request to transfer is agreed to.
- j) **Unreturned Keys:** You acknowledge that you have received the following keys, controlled access devices/codes, transmitters, garage remotes and parking/carport tags:
- | | | | |
|--|-----|------------|---|
| Controlled Access Key(s) (Apartment Only) | # 2 | (quantity) | # |
| Controlled Access Device/Cards (Resident Access) | # 1 | | # |
| Mail Box Key(s) | # 2 | | # |
| Garage Remote(s) | # 1 | | # |
| Transmitter(s) | # 0 | | # |
| Parking Tag(s)/Carport Tag(s) | # 1 | | # |
- You understand that the above items are the only set that will be provided during the term of the Lease and you are not permitted to make duplicates. No additional items will be provided unless this practice is within community-specific standard procedures and we are in agreement. Charges for additional items may apply where applicable. All items must be returned upon move out. In the event that you do not return or misplace any of the keys, controlled access devices/codes, transmitters, garage remotes and parking/carport, the following charges will apply per item:
- | | | | |
|---------|--|---------|--------------------|
| \$10.00 | Controlled Access Keys (Apartment) | \$10.00 | Mail Box Keys |
| \$50.00 | Controlled Access Device/Cards (Resident Access) | \$10.00 | Common Area Key(s) |
| \$10.00 | Parking Tag(s)/Carport Tag(s) | \$50.00 | Garage Remotes |
| \$25.00 | Gate Card(s) | | |
- k) **Month-to-Month Premium:** If you become a month-to-month Resident, as set forth in “Renewal of Lease”, you agree to pay market rent for your Apartment at such time as specified by us, plus a month-to-month premium in the amount of 10% above market rent.
- l) **Court Costs and Attorney’s Fees:** If we institute legal proceedings to remove you from your Apartment for good cause, including your failure to pay to us Rent, Additional Rent, or any other charges due and owing under the Lease, or otherwise take action to enforce your obligations under this Lease, you agree to pay to us court costs, costs of the preparation and filing of legal documents, reasonable attorney’s fees, collection fees, and all other costs of legal proceedings. Please see Default Provisions. **PURSUANT TO NEW JERSEY LAW, 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.**
- m) **Amenity Fee:** You agree to pay a fee for the use, in common with other Residents, of the common areas and amenities at the Community. Such fee shall be based upon the length of your lease term. This payment will be in the amount of \$0.00 and is to be paid in full upon the signing of this Lease. This common area/amenities fee is not part of your Security Deposit, and is non-refundable and considered additional rent. We will charge an additional common area/amenities fee at the time you renew your Lease. The amount of this fee is subject to change upon renewal. Under no circumstances shall the right to use the amenities referred to herein, survive beyond the termination of the Resident’s Lease. Should the Lease end in less than a year, there will be no refund or pro-ration. Resident agrees to follow all posted and/or published rules and regulations pertaining to the facilities. The failure to follow the rules entitles the Owner to terminate the use of the amenities. Guests may accompany Residents to utilize the facilities. Guests cannot use the facilities when Residents are not present. Residents are responsible for their guests. Residents must sign in their guests. Resident agrees that Owner shall not be responsible for providing supervision or security to Residents or guests of Residents. All persons under the age of fourteen (14) must be accompanied by a parent or guardian. Residents agree to be solely liable for any personal injury or property damage caused by Resident or his/her guests. Resident agrees that he/she will indemnify, defend and hold the Owner, its agents, employees and representatives harmless from any claim for personal injury or property damage brought by Resident or his/her guests.
5. **RENEWAL OF LEASE:** We may offer to renew your Lease at any time before the end of the current Lease, but we have no obligation to do so. Your renewal Lease term would begin at the end of the term of this Lease and may be on different terms than this Lease. **YOU MUST RESPOND IN WRITING TO ANY RENEWAL OFFER WE MAKE TO YOU WITHIN THIRTY (30) DAYS AFTER THE DATE OF OUR RENEWAL OFFER. TO TERMINATE THIS LEASE, YOU MUST SEND US WRITTEN NOTICE OF YOUR INTENT TO TERMINATE NO LATER THAN SIXTY (60) DAYS BEFORE THE END OF THE TERM OF THIS LEASE.** If you fail to enter into a renewal addendum to Lease, or to vacate the Premises within the required time periods, then you will be a holdover Resident. We may allow you to continue to occupy the Apartment as a MONTH-TO-MONTH RESIDENT but we have no obligation to do so. If we permit you to continue as a month-to-month Resident, you must pay the month-to-month premium set forth in “Charges Which Are Additional Rent: Month to Month Premium” and you must sign a month-to-month Lease addendum confirming this change in your residency. When you sign the month-to-month Lease addendum, this Lease will automatically be renewed on a month-to-month basis that WILL REQUIRE SIXTY (60) DAYS PRIOR WRITTEN NOTICE BY YOU, OR BY US, FOR TERMINATION. We reserve the right to increase the Rent payable by you as a month-to-month Resident under this Lease upon sixty (60) days’ notice to you.
6. **FAILURE TO VACATE AFTER NOTICE:** If you give us notice that you will vacate your Apartment, but you do not completely vacate prior to the date given in your notice, you will be liable, in addition to all other damages provided for under this Lease and the Security Deposit Agreement, for double the rent based on a proration of the monthly Rent provided for in the Lease for each day that you remain in your Apartment. You will also be liable for our actual and consequential damages, costs and reasonable attorney’s fees in connection with your holding-over and with our actions in obtaining possession of your Apartment as a result of your holding over. You agree that consequential damages include reasonable expenses we incur in renting your Apartment to a new Resident, and costs related to put the new resident in temporary housing due to your holdover.
7. **SURVIVAL UPON DEFAULT:** If you do not pay Rent or Additional Rent as agreed to in this Lease and we commence an eviction proceeding against you seeking possession of the Apartment, you will remain liable for actual damages for the breach of the Lease. Actual damages may include, without

limitation, claim for Rent that would have occurred through the end of the Lease term or until a new residency starts under a new Lease for the Apartment, whichever occurs first.

8. **MOVING OUT:** When you vacate your Apartment at the end of your occupancy, you must deliver the keys, controlled access devices/codes, transmitters, garage remotes and parking/carport tags to us. Do not leave the items in your Apartment. In no event will your occupancy terminate until the date we are in possession of these items. If you do not return all of these items on the date you are scheduled to move-out, you will be liable thereafter for double Rent based on a proration of the monthly Rent provided for in the Lease. As set forth in “Charges Which Are Additional Rent: Unreturned Keys”, if the items are not returned to us, a charge is due to us.
9. **DISPOSAL OF PROPERTY:** If you leave items of personal property in your Apartment or on the Premises after this Lease has terminated and delivery of possession has occurred, or if your Apartment appears to have been abandoned, your property will be considered abandoned and we may sell or dispose of it in any fashion we see fit pursuant to the Resident Abandonment Property Act N.J.S.A. 2A:18-72 et seq. Resident hereby waives all claims for damages which may be caused by the re-entry of Owner in taking possession of the Apartment or removing or storing the furniture and property as herein provided, and will save Owner harmless from any loss, costs or damage occasioned Owner thereby and no such re-entry shall be considered or construed to be a forcible entry.
10. **NOTICE:** We can give you written notice in one of three ways. If we give you notice in any of these three ways, you will be considered to have received it, whether you actually received it or not. Notices to the Owner may be sent to the Owner’s Agent, Roseland Management Company, L.L.C. c/o Richmond Court, 5 Dennis Street, New Brunswick, NJ 08901.
- a) We can mail it, postage prepaid, addressed to you at your Apartment or
 - b) We can leave it on or under your Apartment door.
 - c) We can deliver it to you in person.

11. **SECURITY DEPOSIT:** You agree to deposit with us a Security Deposit (including the Pet Deposit, if any), as security for the performance of your obligations under this Lease. We hereby acknowledge receipt from you of the sum of: \$2,078.00 Amount Paid **\$2,078.00** Date: **1/22/15** which represents the Security Deposit payment required under this section. The Security Deposit will be held in a segregated deposit account titled MC Richmond NB L.L.C. Security Deposit, maintained Bank of America, 750 Walnut Avenue, Cranford, NJ 07016. The Security Deposit account number is **381032732722**. We will accrue interest on the Security Deposit at the rate set in the applicable statutes, which interest will be credited and paid as required by law. The prevailing interest rate is .10%. The Security Deposit shall not be used by you to pay Rent or additional Rent due pursuant to the New Jersey Security Deposit Act, N.J.S.A. 46:8-19 et. seq.

- a) **Refund of Security Deposit:** We agree to refund the Security Deposit to you upon satisfaction of all of the following conditions or as otherwise required by applicable law, except as modified by exercise of the cancellation option or other provisions of the Lease:
- 1) Complete vacating of the entire Premises by you on or before the date specified in the required written 60-day notice.
 - 2) Expiration of the term of the Lease, or termination of the Lease in accordance with its provisions.
 - 3) Payment by you of all Rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease, or the full notice period, whichever is longer.
 - 4) Your apartment, including all kitchen appliances (refrigerator, oven range, dishwasher, baths, closets, balconies/patios/decks, etc.) have been thoroughly cleaned, so as to be in the same condition as it was in on the beginning date of the term of the Lease, except for ordinary wear and tear.
 - 5) No defects or damage to Premises, whether caused by you, your family, guests, invitees, agents or pets, unless shown on a written list of damages and defects as set out in the Lease.
 - 6) Observation and performance by you of all of the other covenants and obligations to be kept or performed by you under the Lease up to and including the date of expiration or termination of the term of the Lease.
 - 7) Observation and performance by you of all rules and regulations to be kept and performed by you under the Lease, including, without limitation, those rules and regulations pertaining to pets.
 - 8) You have given manager sixty (60) days written notice prior to the date of expiration or termination of the term of the lease. You must also provide us with a written notice of your forwarding address. Failure to provide the full sixty (60) day notice shall result in deduction from the security deposit, to be calculated on a per diem basis for each day written notice was not received.
- b) **Deductions:** Upon termination of your lease pursuant to Subsection (a) of this Paragraph, we agree to refund your security deposit (less damages or charges for which you are legally liable to Owner for, pursuant to N.J.S.A. 46:8-19 et. seq.
- c) **Move-Out Procedures:** We will inspect the Premises for the purpose of determining the amount of the Security Deposit to be returned. If you want to be present when we make the inspection, you must let us know in writing so that we may, notify you of the time and date of the inspection. The inspection will be made within seventy-two (72) hours after termination of occupancy and removal of all your personal effects. If you attend the inspection, we will, upon give you an itemized list of damages to the Premises known to exist at the time of the inspection. We suggest that you accompany us during the inspection to help resolve any problems that may arise. Failure to do so will constitute a concurrence by you in our assessment of charges for damages or cleaning. After inspection by us, appropriate charges will be assessed by us for any missing items, damages, or repairs to the Premises, or its contents (except for ordinary wear and tear,) insufficient light bulbs, scratches, burns or holes in the walls, doors, floors, draperies, carpets and/or furniture, and for cleaning the Premises (including all kitchen appliances.)
- d) **Failure to Occupy Premises:** If, for any reason, except for delay caused by construction, the holding-over period of a prior Resident, or disapproval of your rental application, you do not take occupancy of the Premises as provided for in the Lease, damages will be assessed against the Security Deposit in the amount which will be calculated on a per-diem rate based on your total monthly rental amount until notification of cancellation, in writing, not to exceed one month’s total leased rent, such amount being agreed by you and by us to establish our cost of reletting the apartment. We will have all rights and remedies available to us under the Lease.

12. **UTILITIES:** Resident shall make application to the various utility providers in his/her own name. It shall be the Resident’s responsibility to maintain heat at a minimum of 55° F in the Apartment during the term of this Lease. Resident shall pay the following:

Electric	<input checked="" type="checkbox"/>	Sewer	<input type="checkbox"/>	Alarm Monitoring	<input type="checkbox"/>
Gas	<input type="checkbox"/>	Telephone	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Water	<input type="checkbox"/>	Cable	<input checked="" type="checkbox"/>		
Trash	<input type="checkbox"/>	Internet	<input checked="" type="checkbox"/>		

The consumption of gas for heat and hot water shall be separately metered to the Apartment by Owner using the Energy Cost Allocation system described in subsection (a) below. Owner will send a bill to Resident for the monthly gas heat and hot water use. The bill for monthly gas heat and hot water shall include the following charges:

- a) **“Gas Heat Charge”** refers to an allocated share of the cost of gas used to heat the Resident’s Apartment. The Resident’s gas furnace is monitored by an Energy Cost Allocation system to determine the amount of time, each monthly billing period, that gas is combusted by the furnace to heat the Apartment. The Owner’s monthly total gas consumption at Richmond Court is recorded by master gas meters. The Owner’s monthly cost to heat the Resident’s Apartment is allocated to the Resident based on the recorded time of gas combustion for that Resident’s gas furnace multiplied by the gas input rating for that Resident’s gas furnace. The gas used to heat vacant Apartments and common areas of the building (if any) is monitored and allocated by exactly the same method and is paid for by the Owner.
- b) **“Water Billing Charge”** if applicable, means that the Resident shall also pay to Owner or to Owner’s designee the cost of preparing Resident’s monthly energy bill, which is the “Billing Charge.” This charge shall be added to the monthly water bill and is presently \$3.95 per month. If Owner’s utility billing company increases the cost for billing services, Owner has the right to increase this monthly Water Billing Charge by a maximum of \$0.25 with thirty (30) days’ written notice to Resident. The maximum yearly increase is .25%.
- c) Owner or Owner’s designee shall bill Resident monthly for such energy use. Payment for energy use shall be due fifteen (15) days from date of billing. Owner has the right to charge 1.5% late charges per month on past due balances. **ALL ENERGY CHARGES ARE CONSIDERED ADDITIONAL RENT.** IN THE EVENT OF NONPAYMENT, THE OWNER MAY EXERCISE ALL AVAILABLE RIGHTS AND REMEDIES, INCLUDING BUT NOT LIMITED TO DECLARING RESIDENT IN DEFAULT OF THIS LEASE AND FILING SUIT FOR MONEY DUE AND/OR POSSESSION.
- d) Owner is not responsible for any loss or damage that may result from interruption of electricity, gas or other utility service to the Apartment.
- e) The Resident shall conserve energy and water.

- f) There shall be no heating by kerosene stoves or lighting by lamps other than electric. Utility bills must be paid by the Resident in a timely manner and the failure to do so is considered a material breach of the Lease.
- RESIDENT ALSO GIVES EXPRESSED AND INFORMED CONSENT FOR THE OWNER TO CONTACT THE UTILITY COMPANIES, ON BEHALF OF THE RESIDENT, TO OBTAIN COPIES OF RESIDENT'S INVOICES FOR THE PURPOSE OF EVALUATING ENERGY USE ON THE PREMISES.
13. **DELAY IN OCCUPANCY:** If the Owner cannot deliver possession of the Apartment to the Resident at the start of this Lease Agreement, the Owner shall not be liable in any way for such failure, and the Rent shall be apportioned and abated until the Owner is able to deliver possession. If the Owner is not able to deliver possession of the Apartment to the Resident within fourteen (14) days from the start of the Lease term, the Resident's sole remedy is to cancel and terminate this Lease, in writing. Upon termination, Owner shall have no further liability to Resident.
 14. **RESIDENT'S RIGHT TO QUIET ENJOYMENT:** The Resident acknowledges that its right of quiet enjoyment does not include disturbing or interfering with other Residents or interfering with the Owner in the operation and maintenance of the Premises.
 15. **RESIDENT'S DUTY OF CARE:** At the time you first occupy your Apartment or within five (5) business days thereafter, you agree to itemize in a Move-In Inspection Report (the form will be provided by Owner) all damages to your Apartment existing at the time of your initial occupancy. An initialed copy may be kept for safekeeping. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Apartment. If we disagree with the damages and defects you itemized, we will notify you within five (5) business days after we receive the itemization from you. If you do not provide to us the itemization within five (5) business days after your Move-in Date, the Apartment will be deemed accepted by you and to not have any damages or defects.
 16. **CONDITION OF THE APARTMENT:** If the Apartment is in need of repair, the Resident must promptly notify the Owner. The Owner will have a reasonable amount of time to make repairs. Notwithstanding the foregoing, the Resident must pay the full cost of all repairs, replacements and damages caused by the act or neglect of the Resident, the Resident's household members, family, guests, domestic employees, contractors (if consented to by Owner), agents, visitors, licensees and invitees. If there is damage to the Apartment by fire, water, organic (e.g.: mold or bacteria) or other hazard, or in the event of a malfunction of equipment or utilities, you agree to immediately notify us. Please advise the Owner immediately of spills on carpeting that may cause permanent damage. Your failure to notify us of any such damage in a timely and expedient manner will waive your rights to claim against us and you agree to hold us harmless, for any damage to you or your possessions which result thereby. If the damages are such that this Lease can continue, we will make repairs as needed with reasonable promptness. Rent will not abate during the period of such repairs. If, in our sole opinion, your Apartment is so damaged as to be unfit for occupancy, and we elect to make repairs, the Rent provided in this Lease will abate during the period of time when your Apartment is unfit for occupancy. In all other respects the terms of this Lease will continue. In the event that your Apartment, or the building in which it is located, is damaged or destroyed by fire or other casualty such that your enjoyment of the Premises is substantially impaired as determined by the Owner, you may immediately vacate the Premises and within fourteen (14) days serve on us, in accordance with the notice provisions, a written notice of your intention to terminate this Lease. If you do so, then this Lease will terminate as of the day you vacated and your obligation to pay Rent will cease as of the date of the casualty. You will be liable only for Rent (in those situations where you, your family, guests, invitees, agents, visitors, licensees or pets were not responsible for the damage or destruction) up to the date of such damage or destruction. In the alternative, if available and at our option, you may accept a comparable Apartment in the Community for the remaining term of this Lease, and pay the current market rent for that Apartment. The Owner carries no insurance covering the loss of the Resident's personal property; the Resident is responsible for securing its own insurance protection against loss of personal property by fire or other cause. The Resident shall use every reasonable precaution against fire and will promptly notify Owner of any fire hazard, fire or incident at the Apartment and/or on the Premises and its common areas. Resident is responsible for keeping the Premises clean and habitable, including maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth. Resident shall control humidity and moisture levels in the Premises through proper operation of the heating, ventilation and air conditioning (HVAC) system and all plumbing fixtures, and Resident shall notify us immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the Premises. Resident agrees that Owner, and their respective employees, or agents, shall not be liable for any damages or injury to Resident's occupants, family, agents, employees, invitees, or guest, or to any person entering the Premises that may result from Resident's failure to maintain proper humidity and moisture controls or failure to timely notify Owner of problems relating to moisture, humidity or mold.
 17. **WARRANTY OF HABITABILITY:** The Owner warrants the habitability of the Apartment. However, the Owner shall be exempt from any liability for damage or injury to person or property, or resulting from any cause whatsoever, unless the damage or injury is caused by the Owner's intentional act or gross negligence. From time to time, there may be interruption of some services due to the necessity of repair or some unanticipated event not reasonably within the Owner's control. In case of such interruption of service, Owner will make every reasonable effort within its control to restore service. The Owner shall not be liable to the Resident for the interruption of services.
 18. **NO ALTERATIONS:** All improvements made to your Apartment by you will be at your sole cost and expense, will only be made upon Owner's prior written consent, and all fixture improvements will become Owner's property and will be surrendered with your Apartment at the termination of this Lease. The Resident shall make no alterations to the Apartment or the Premises or display any sign upon the Apartment, Premises or the exterior of any building. There shall be no:
 - a) Installation of any additional locks
 - b) Changes in plumbing, electrical or heating systems
 - c) Installation, use or storage in the Apartment of a washing machine, waterbed, clothes dryer, air conditioning, satellite/television antennas, space heaters, propane heaters or any type of portable or permanent heaters.
 19. **NO REPRESENTATIONS BY OWNER:** The taking of possession by Resident shall be conclusive evidence that Resident has accepted the Apartment "as is" and that the Apartment was in good and satisfactory condition at the time possession was taken except as set forth in the Move-In Condition Report. The Resident acknowledges that the Apartment has a working smoke detector. The Owner has made no representations or promises with respect to the Apartment except as set forth in this Lease and the Move-In Condition Report. You promise that all information you provided to us on your rental application or otherwise was given voluntarily and knowingly by you. In the case of bond financed or affordable housing communities, you certify the accuracy of the statements made in the Income Certification, (a) agree that the family income, family composition and the other eligibility requirements are deemed material obligations of your tenancy, (b) agree that you will comply promptly with all requests for information from the Owner or its agents and representatives, and (c) agree that your failure or refusal to comply with these provisions is a material breach of this Lease and gives Owner the right to exercise all available rights and remedies against you, including the right to evict you, subject to applicable law. All promises Owner has made to you are contained in this written Lease. No oral agreements have been made. This Lease can only be changed by an agreement in writing, signed by both you and Owner. In the event there is more than one Resident named in this Lease, each Resident is jointly and severally liable for each provision of the Lease. You agree that you are of legal age to enter into a binding Lease for lodging. All obligations under the Lease are to be performed in Middlesex County, City of New Brunswick, NJ 08901 and State of New Jersey.
 20. **SMOKE DETECTORS:** Resident agrees not to repair, touch or disturb the smoke detectors but agrees to notify management immediately in writing of any malfunction.
 21. **RIGHT TO ENTER THE APARTMENT:** Owner, Owner's representatives, prospective purchasers and Owner's lenders with Owner, may peacefully enter and shall be allowed to enter the Apartment at any reasonable time. If Resident or the other occupants are not present, written notice of the entry will be left in a conspicuous place in the Apartment immediately after entry. Owner shall not abuse its privilege and whenever possible will give twenty-four (24) hours' notice of Owner's intent to enter the Apartment. No notice will be given in situations, including but not limited to: inspections where immediate danger to person or property is reasonably suspected, entry is directed by a law enforcement officer with or without a search or arrest warrant or in hot pursuit, stopping excessive noise, removing health or safety hazards, preventing water, property or utilities, or documenting damage to the Apartment of condition thereof. Should Owner elect to re-enter, as herein provided or should Owner take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Owner shall make every reasonable effort to relet the Apartment for such term and at such rental and upon such other terms and conditions as Owner in its sole discretion may deem advisable, with the option to make alterations and repairs to the Apartment. Resident shall be liable for the cost of all the alterations and repairs which are reasonably necessary to re-rent the Apartment and the cost of reletting the Apartment including but not limited to difference in rental amounts should Owner be unable to rent Apartment for same amount of existing lease. Upon such reletting, all rentals and other sums received by Owner from such reletting shall be applied, first to the payment of debt other than Rent due to Owner



from Resident; second, to costs and expenses of reletting; third, to past due Rent; and the remaining amount, if any, to be held by Owner and applied as payment of future Rent as the same becomes due and payable. No re-entry or taking of possession of the Apartment by Owner shall be construed as an election on Owner's part to terminate this Lease, unless a written notice of such intention is given to Resident. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this Lease for such previous breach.

22. **OWNER/MANAGER LIABILITY; REQUIREMENT TO PURCHASE RENTER'S INSURANCE:** You understand and acknowledge the following as it relates to liability, insurance requirements and emergency circumstances:
- a) **Owner/Manager Liability:** Neither the Owner nor any of its agents, employees or representatives will be liable to you, your family, guests, visitors, employees, contractors, invitees or agents for any damages or losses to person or property caused by other Residents of the Community or by any other persons. You agree to indemnify (reimburse if necessary), defend and hold Owner and Manager harmless against all claims for damages to property or persons arising from your use of the Apartment and/or Premises, or from any activity, work or thing done, by you or by any pet in or about the Premises (including legal fees and court costs we incur). Owner and any of its agents, employees or representatives will not be liable for personal injury or damage or loss of your personal property resulting from theft, vandalism, fire, water, rain, snow, ice, storms, earthquakes, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to the failure to perform, or negligent performance of, a duty imposed by law. You agree not to withhold any Rent or Additional Rent, nor will Rent or Additional Rent be abated, as a result of such interruption or curtailment. You agree not to request outside contractors to perform work on your Apartment or the Community without our written authorization. Insurance coverage maintained by Owner or by us does not protect your person or property, whether located or stored inside or outside the Apartment and/or Premise.
 - b) **Indemnification:** This agreement by you to indemnify (reimburse if necessary), defend and hold Owner and any of its agents, employees or representatives harmless against all claims for damages to property or persons arising from your use of the Apartment and/or Premises specifically includes, but is not limited to, your use of the amenity areas and health facilities, if any, at the Community. Except as required by applicable law, neither the Owner nor we, nor our affiliates, agents, employees, any of their successors or assigns, will be liable for any claims, causes of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas and health facilities either by you or by any persons you allow to use such areas or facilities. You, and any person you allow to use such area or facilities, agree to assume all risk as to using the facilities and agree that approval from a physician, if warranted, has been obtained.
 - c) **Renter's Insurance:** You acknowledge and agree that the Owner has not purchased insurance coverage for your personal belongings or any personal property located in your Apartment or anywhere at the Community or for any personal liabilities that may be suffered or incurred by you or your family, guests, invitees or any other occupants of or visitors to your Apartment. During the term of your Lease, you agree to purchase and maintain, at your sole cost and expense, a comprehensive personal liability policy or its equivalent, issued by a licensed insurance company that you select which provides limits of liability of at least \$100,000 per occurrence. All policies shall waive rights of subrogation against the Owner. You agree to provide a copy of these insurance policies or certificates within fifteen (15) days of commencement of your Lease Agreement. Failure to do so shall be considered a breach of this Lease. You agree to maintain these insurance policies during the entire term of your residency at the Community and provide renewal certificates upon fifteen (15) days of each renewal date. If any employees of Owner or affiliate of Owner are requested by you to render services such as moving automobiles, handling furniture, cleaning, or any other services not contemplated in this Lease, such employee will be deemed the agent or employee of you (and not of us). Regardless of whether payment is made for such service, you agree to indemnify (reimburse if necessary) and hold Owner harmless from all losses suffered by you or by any other person in connection with such circumstances.
 - d) **Emergency Response:** Resident shall dial 911 or immediately call local fire, police, or Emergency Medical authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Resident should then contact Owner or Owner's representative. If Resident or any occupant or guest is affected by a crime, Resident must file a written Incident Report with Owner or Owner's representative and with the appropriate local law enforcement agency. Resident shall furnish Owner with the law-enforcement agency's Incident Report number upon request.
23. **SECURITY ACKNOWLEDGEMENT AND WAIVER:** Owner makes no promise or in any way guarantees the safety or security of your person or property against the criminal actions of other Residents or third parties. The responsibility of protecting you, your property, family, guests, agents and invitees from acts of crime is solely the responsibility of you and the law enforcement agencies. Owner does not warrant or imply that access controls, alarm systems, devices, locks or personnel employed at the Community, if any, will be operational at any given point in time or will discourage or prevent breaches of security, intrusions, thefts, vandalism, mischief or incidents of violent crime. Further, we reserve the right to reduce, modify or eliminate any access control, alarm system, device or personnel (other than those statutorily required) at any time. You agree that such action will not be a breach of any obligation or warranty on Owners part. You agree to promptly notify Owner in writing of any problem, malfunction or failure of lights, door locks, window latches, controlled access gates, intrusion alarms, and any other access control system. You acknowledge that you have received no representation or warranties, either expressed or implied, as to any security or any access control system on the Premises. You agree that Owner will not be liable to you based on any claim that security or access control system was not provided or was inadequately provided. You agree to release and hold Owner and any of its agents, employees or representatives harmless from all claims arising out of criminal acts of other Residents and third parties. You acknowledge that this will be binding on your heirs, successors and assigns. Owner is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If control or intrusion alarms are provided, Resident will be furnished with written operation instructions. It is the obligation of Resident to read these instructions and bring any questions to the attention of Owner. Resident shall notify Owner promptly of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms and other security-related devices. If security systems, security devices or security services are utilized at the Apartment or Community, no representation is made by Owner that they will prevent injury, theft or vandalism and, unless otherwise provided by law, Owner is not liable to Resident or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Owner reserves the right to reduce, modify or eliminate any security system, security devices, or security services (other than those statutorily required) at any time and without notice to the Resident, and such action shall not be a breach of any obligation or warranty on the part of Owner. Owner is not responsible for obtaining criminal background checks on any Resident, occupant, or guest in the Community.
24. **MATERIALS IN THE COMMUNITY:** The Owner has not conducted any investigation of the possibility of health related risks associated with electromagnetic field, water quality, air pollution, and the like. Residents wishing to rent an Apartment in the Community should conduct their own investigation to satisfy them prior to entering into the Lease. As additional consideration for Owner entering into this Lease, you, for yourself, your heirs, successors, assigns, agents, guests, licenses, invites and all others claiming by, through or under you, or who may live in, occupy or use the Apartment, hereby to the fullest extent of the law (a) expressly assume and accept all risks related to the presence in or near the Community of potentially detrimental health-affecting substances or forms of energy; (b) waive all claims and causes of action of any kind, at law or in equity, whether arising by statute, ordinance, rule, regulation, or otherwise against the Owner of the Community, their respective agents, principals, employees, legal representatives, affiliates, assignees, successors, partners, shareholders, officers and directors (together called "Manager/Owner Affiliates") with respect to any real or alleged health hazard related to the presence in or near the Community of materials containing or emitting potentially health-affecting substances; and (c) agree to defend, indemnify and hold harmless the Manager/Owner Affiliates against all claims, causes of action, liabilities losses, damages and expenses of any kind, including but not limited to, attorney's fees and litigation costs at both the trial and appellate levels, that Manager/Owner Affiliates may incur by reason of claims asserted against them that arise out of or are based upon potentially health affecting substances or forms of energy brought, or allowed to be brought, into, or occurring in, near or around the Community by you or your guests, your agents or by any other person living in, occupying, visiting or using the Apartment.
25. **HAZARDOUS MATERIALS:** You may not bring, transport, store, use or dispose of any hazardous or toxic materials into the Community or into your Apartment, storage spaces or parking garage spaces, available for use in apartment home styles. If your transportation, storage, use or disposal of hazardous or toxic materials in violation of the Lease results in contamination of the soil or surface or ground water, or loss or damage to person(s) or property, then you agree to: (1) notify Owner immediately of any contamination, claim of contamination, loss or damage, (2) after consultation and approval by us, clean up, at your cost, the contamination in full compliance with all applicable statutes, regulations and standards, and (3) indemnify, defend and hold the Owner harmless from and against any claims, causes of action, penalties, costs and fees, including attorney's fees and consulting fees arising from or connected with any such contamination, claim of contamination, loss or damage. This provision will survive the expiration or termination of this Lease.
26. **CONDEMNATION:** If the whole or any part of the Premises shall be taken or condemned for any public or quasi-public use or purpose, the term and all rights of the Resident under this Lease (other than the right of Resident to seek a partial refund of the current month's rent) shall terminate on the date of the title vesting in the condemnation. Owner may terminate this Lease upon ten (10) days' notice to the Resident. If the Lease is terminated, Owner shall

refund prorated rent and all deposits, less deductions. Award(s) shall be the property of the Owner without apportionment, and the Resident assigns to the Owner any and all interest, which the Resident might have in and to such award(s).

27. **ILLEGAL ACTIVITY:** Neither you, your family, guests, invitees or agents will engage in, conspire in or facilitate any criminal activity on the Premises including, but not limited to, any violent criminal activity or any drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against another person or property of another. "Drug related activity" means the illegal manufacture, sale, distribution, use or possession of a controlled, dangerous substance. Violation of this provision constitutes material non-compliance with the terms of this Lease allowing Owner to exercise all of its available rights.
- a) **Unlawful Controlled Dangerous Substances:** No Resident or guest of any shall possess, possess with the intent to distribute or distribute any unlawful controlled dangerous substance as the term is defined in the criminal statutes of the State of New Jersey or the United States of America. Any Resident or guest of any Resident who violates that provision shall be deemed subject to immediate eviction for cause and/or violation of the terms of the Lease. Any Resident or occupant who knowingly allows any guest to possess, possess with the intent to distribute or distribute controlled dangerous substances in or upon the Premises shall be subject to immediate eviction for cause and/or violation of the terms of the Lease.
28. **LOCK OUTS:** If a Resident does not have a key to the Apartment, proper ID, acceptable to the Owner, is required before Owner will assist Resident to get into the Apartment during normal business hours. If you request us to unlock the door of your apartment during our regularly scheduled business hours, there is no charge. Any lockout thereafter will have to be handled by a locksmith, to be paid and contacted by the Resident only.
29. **SUBLETTING:** Subletting or securing a replacement Resident is allowed only upon written consent of Owner which consent may be granted or withheld by Owner in its full discretion. Any sub-lessee must pass the application process, pursuant to Owners qualification standards. Even if there is a sublet or assignment, you remain fully responsible for (and are not to be released from) the payment of Rent and the performance of all other obligations under the terms of this Lease. Subletting is prohibited for the Grand Prix race. If the Resident is found to be subletting during the Grand Prix race, it shall be immediate grounds for termination of the Lease Agreement. Furthermore, if the Resident is found, in the Owner's sole opinion, to be subletting the apartment, the Resident's concessions shall be forfeited with the Resident being obligated to immediately pay back all concessions, discounts, or other waived fees given under the Lease Agreement or otherwise which said amounts shall be due and owing immediately as additional rent. Any fines/violations imposed to the Owner by governmental agencies as a result of Resident's breach of this provision of the Lease Agreement shall be passed on to the Resident and shall be due and owing as additional rent.
30. **HOME BUSINESSES:** Conducting any kind of business in the Apartment or the Community is prohibited. However, business conducted in a home office by computer, mail, telephone, e-mail, or fax is permissible if not in violation of any law and if customers, clients, patients, or other business invitees do not come to the Apartment or Community for business purposes.
31. **LIENS:** The Resident shall not allow any mechanic's lien or other lien to be filed against the Premises.
32. **SUBORDINATION:** This Lease is subject and subordinate to any renewals of any mortgage(s) now on the Premises or any new mortgage(s) which any Owner of the Premises may hereafter at any time elect to place on the Premises. The Resident agrees, upon request at any time, to sign any paper which the Owner may consider necessary to accomplish that end. If the Resident does not do so, the Owner is irrevocably empowered to sign such paper in the name of the Resident as the act and deed of the Resident.
33. **CAPTIONS:** Captions are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Lease, nor the intent of its provisions.
34. **SIGNATURES:** This Lease shall not be binding until signed by the Owner. In addition to exercising all of its available rights and remedies, Owner may cancel this Lease and retain all monies deposited by Resident in the event Owner discovers that Resident made misrepresentations or untruthful statements in its application.
35. **SALE OF PROPERTY:** If the Owner sells the Premises, the Owner will transfer the Security Deposit to the new owner for the Resident's benefit, pursuant to N.J.S.A. 46:8-20. The Owner will notify the Residents of the turnover of the Security Deposit and the name of the new owner. Owner agrees to use reasonable efforts to protect the confidentiality of Resident's non-public, personal and financial information, and Resident agrees to disclosure of said information, in accordance with the following parameters:
- a) Owner will share personal and account data as follows:
- 1) As may be necessary to check Resident's creditworthiness.
 - 2) As may be necessary to administer the Apartment or account, or service a request by the Resident.
 - 3) As may be necessary to sell the building, merge or transfer it, sell its assets, comply with any requirement of a bankruptcy or insolvency tribunal, or convert it to a condominium or a cooperative or other form of common interest Ownership.
 - 4) As may be necessary to assist Owner's attorney in eviction actions or as necessary to assist Owner's attorney in any other legal matter.
 - 5) As may be necessary to respond to emergencies.
 - 6) As may be necessary to respond to and/or comply with any applicable law, rule or regulation, or Court orders or subpoenas, or requests for information from governmental agencies, such as code enforcement officers, insurance company representatives, or insurance rate advisory organizations, Owner's mortgage or banking representatives, State inspectors or regulators, police, fire, health officers, and other municipal and State officials.
 - 7) As may be necessary to contact Resident.
 - 8) As may be necessary to collect Rent, Additional Rent or delinquent charges.
- b) With respect to any other proposed release of account histories or other personal information, we will first ask for your consent, and provide you with an opportunity to object to the disclosure, before a determination is made whether to release that information. Owner will not use your personal or account information for telemarketing, direct mail marketing or marketing through electronic mail to the Resident.
36. **WAIVER:** The failure of the Owner to insist on strict performance of any of the covenants or conditions of this Lease or to exercise any option conferred in this Lease in one or more instances shall not be considered a waiver of any such covenants or conditions.
37. **DEFAULT AND REMEDIES:** The failure of the Resident to pay Rent, Additional Rent or any other sum required to be paid by Resident and/or the Resident's failure to perform any other provision, covenant, obligation or agreement set forth in this Lease, including but not limited to any Addendum, Rider or the Community Policies, attached to this Lease, shall constitute an event of default hereunder. Upon the occurrence of any event of default the Owner may serve notice on the Resident that he or she is in breach of the Lease pursuant to the Anti-Eviction Statute or applicable law. The Resident shall thereafter quit and surrender possession of the Apartment to the Owner. The Owner shall be entitled to re-enter the Apartment by any method prescribed by law to remove all persons and for any cause permitted by law. No such expiration or termination of this Lease shall relieve the Resident of its liability and obligations under this Lease. In case of any such default, re-entry, expiration and/or dispossession, all unpaid rent for the full term of this Lease shall be due, together with such expenses as Owner may incur, including but not limited to attorneys' fees, court costs and constable fees, brokerage fees and costs of putting the Apartment in good order, and/or for preparing the Apartment for re-rental.
38. **GOVERNING LAW AND SEVERABILITY:** The terms of this Lease shall be governed by New Jersey State Law. Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
39. **PROHIBITED BEHAVIOR:** Resident, the other occupants and Resident(s) guests or invitees may not engage in the following prohibited activities on, in or about the Apartment or Community: (a) loud or obnoxious conduct, (b) disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the Apartment Community, (c) loud fighting inside or outside Resident(s) Apartment which disturbs other Residents, their guests or invitees, (d) marking or otherwise defacing any building or structure within the Community; marking or otherwise damaging property on, in or about the Apartment or Community, including automobiles, motorcycles, bicycles and other vehicles, (e) possession, selling or manufacturing illegal drugs or drug paraphernalia, (f) engaging in or threatening violence, (g) possessing a weapon prohibited by applicable state law, (h) discharging a firearm in the Apartment or Community, (i) displaying or possessing a gun, knife, or other item which is intended to be used as a weapon in Resident(s) Apartment, a



common area or in a way that may alarm others, (j) soliciting business or contributions; using the Apartment for other than Residential use, (k) storing anything in closets having gas appliances, (l) tampering with utilities, (m) bringing hazardous materials in, on or about the Community, (n) having or using glass containers in the pool or common areas, (o) and using candles or kerosene lamps. The Resident, authorized occupants and guests shall not engage in abusive conduct towards the Owner, its Agents, or its employees. Abusive conduct includes, but is not limited to, physical violence, assault, verbal abuse and harassing and threatening behavior, committed towards the Owner, its Agents, or employees. Such abusive conduct constitutes a default under the Lease by the Resident and the Owner has the right to terminate the Lease. Children shall not be permitted to loiter or play in any basements, public halls, stairways, elevators, parking garages, roofs or about the main entrance as applicable.

40. **RESPONSIBILITY FOR GUESTS/DAMAGES:** Resident hereby accepts responsibility for Resident(s) guests and invitees on, in and about the Community to respect the privacy and comfort of other Residents. Owner may exclude guests or others who, in its sole judgment, have been violating the law, violating this Lease or any Community rules or regulations, or disturbing other Residents, visitors or Owner(s) representatives. Owner may also exclude from the Community, including the common areas, any person who refuses to show photo identification or refuses to identify himself or herself as a Resident, occupant or guest of a specific Resident in the Community. Resident shall be liable to Owner for damage caused by Resident, the other occupants and Resident(s) guests or invitees. Resident must promptly reimburse Owner for loss, damage, or cost of repairs or service caused anywhere in the Apartment or Community by Resident, the other occupants or Resident(s) guests or invitees improper use or negligence. Resident is liable for all damages and the expenses of repair or replacement to the Premises and to any other part of Owner's property (whether common areas or premises leased to other parties) where such damage is the result of intentional or negligent acts or omissions. The Resident, his family, guests, invitees or agents, including, but not limited to, shall be responsible for all damages and costs resulting from "accidents" which occur on the Premises and "accidents" which originate in the Premises and which result in damage not only to the Premises but to other portions of Owner's property, unless such damage has been caused by normal wear and tear or standard deterioration of said facility or has been caused by Owner. Residents, occupants, guests, agents, employees, visitors, licensees and invitees must give immediate notice to the Owner of any accident or any injury to any person, or of any damage to the Apartment or furnishings. Owner will make such repairs or replacements and any sums so expended by the Owner shall be deemed owing by the Resident to the Owner as Additional Rent and payable immediately. Owner may require payment at any time, including advance payment, for repairs for which Resident is liable. Any delay in Owner(s) demanding reimbursement is not a waiver of such right.
41. **REPAIRS: ALL REQUESTS FOR REPAIRS INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE IN WRITING TO OWNER OR OWNER'S DESIGNATED REPRESENTATIVE** (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). For purposes of this Section, communications sent by electronic means (e.g., e-mail or facsimile) will be considered to be given in writing. This provision is not waived by Owner complying with or responding to any oral request. To protect Owner's property, Resident agrees to promptly notify Owner in writing of any water leaks, electrical problems, broken or missing locks or latches, or other condition that poses a hazard to property, or persons' health or safety. Owner reserves the right to change or install utility lines or equipment serving the Apartment if the work is done reasonably without substantially increasing Resident's utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage, injury or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Resident must notify Owner or Owner's representative immediately, failure to do so will cause Resident to be liable for additional damages done as a result of Resident's non-action and lack of notification. If heating facilities or other health-required equipment malfunctions, Resident must notify Owner or Owner's representative immediately. Owner shall act with customary diligence to make necessary repairs and re-connections in order to avoid injury to persons or property, taking into consideration when casualty insurance proceeds are received. Rent will not abate. Owner makes no express or implied promises to make repairs to the Apartment. Owner's making repairs is not an implied warranty to repair, but decisions on repairs shall be made on a case-by-case basis. However, Resident is hereby required to notify Owner of all items requiring repair prior to initiating Resident's own repairs.
42. **EXTERMINATION DAMAGES:** Resident shall be responsible for the extermination and all related expenses for the removal of bedbugs and other pests if the Owner, in his sole discretion, finds that the presence of bedbugs and/or other pests are due to the result of the Resident's, Resident's family, their employees, agents, visitors, licensees and invitees' negligence. All expenses incurred will be considered an additional rent and must be paid to the Owner with the next rent payment due and owing. Additionally, Resident shall comply with and agree to follow all instructions as provided by the management company's pest control contractor. Failure to do so will result in a breach of this lease agreement. Should Resident fail to comply with the requirements of the Pest Control Company in preparing the Apartment for extermination causing a spread of the infestation to other apartments and common areas, Resident shall be liable for any and all costs and damages associated therewith. Failure to properly prepare the apartment for treatment shall be considered a breach of this Lease.
43. **JOINT AND SEVERAL LIABILITY:** Each Resident is jointly and severally liable for all Lease obligations. If Resident or any guest or occupant violates the Lease or Community policies and rules, all Residents are considered to have violated the Lease. Owner's requests and notices to any Resident constitute notice to all Residents and occupants. Notices and requests from any Resident or occupant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, any one of multiple Residents is considered the agent of all other Residents in the Apartment for service of process. Security Deposit refunds will be by one check jointly payable to all Residents. The check and any deduction itemizations will be mailed to one (1) Resident only.
44. **WINDOW GUARDS:** The Resident may have window guards installed by the Owner in the Resident's Apartment and the public halls, provided that: (1) the Resident makes a written request to the Owner for such installation; and (2) a child ten (10) years of age or younger resides in the Apartment or is regularly present in the Apartment for a substantial period of time; and (3) the Resident's Apartment is located higher than 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 Apartment have access without having to exit the building. Window guards shall not be installed on any window giving access to a fire escape. No Resident shall obstruct or interfere with the installation of the window guards and no Resident shall remove or otherwise render ineffective such window guards. The Resident shall grant the Owner access to the Apartment to inspect each window guard in the Apartment. Any expenditures made by the Owner in connection with installation and maintenance of the window guards shall be deemed to be capital improvement costs, which may be, at the Owner's option, passed onto the Resident, pursuant to N.J.S.A. 55:13A-7.14. These costs shall be considered Additional Rent.
45. **REGISTRATION STATEMENT: RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING REGISTRATION INFORMATION:**
- a) The name and address of all record Owners of the property: Property Name: Richmond Court c/o Roseland Management Company, L.L.C., 150 John F. Kennedy Parkway, Short Hills, New Jersey, 07078.
 - b) If a corporation, the name and address of registered agent and/or corporate office of the corporation: N/A.
 - c) If the address of the record Owner is not located in Middlesex County, give the name and address of a person who resides in or has an office in Middlesex County, who would be authorized to accept notices from a Resident and to issue receipts therefore and to accept service or process on behalf of the record Owner: Richmond Court, 5 Dennis Street, New Brunswick, NJ 08901.
 - d) The Name and Address of the Managing agent of the premises: Roseland Management Company, L.L.C., 150 John F. Kennedy Parkway, Short Hills, New Jersey, 07078.
 - e) The Maintenance Manager's name and address: Name: Ramon Mateo Address: Richmond Court, 5 Dennis Street, New Brunswick, NJ 08901.
 - f) The name and address and telephone number of an individual representative of the record Owner or managing agent to be reached in the event of an Emergency: Name: Kevin O'Donnell - Director of Operations, Address: Richmond Court, 5 Dennis Street, New Brunswick, NJ 08901, Telephone (732) 435 - 151
 - g) RE: P.L. 1974, CHAPTER 48- Crime insurance applications under the Federal Crime Insurance Program of Title 6 or the Housing and Urban Community Act - 1970. *"You are hereby advised that crime insurance applications are available from your own insurance carrier or from the Department of Housing and Urban Community if your broker cannot service you."*
46. **PARKING:** Owner's Policies and Procedures regarding Parking are set forth below:
- a) Residents who request a parking space and permit must complete and return to the Owner a Parking Addendum/Rider, which shall be incorporated as part of this Lease. Resident acknowledges that there is a parking fee of \$70.00 per vehicle. If the Resident should violate any of the terms set forth in this Section or the Addendum/Rider, the Resident's parking or garage space privilege can be terminated and revoked by the Owner upon five (5) days written notice of such revocation.



- b) Residents with vehicles that are identified by current parking permits may park their vehicles in one of the designated parking spaces. Permits are issued according to dates of occupancy. Permits are available only to the Residents of Richmond Court. Visitors may ONLY park in designated visitor parking.
 - c) Trucks (other than pick-ups) trailers, motorhomes, campers which extend beyond the end of the truck bed, and buses will not be issued parking permits. Each permit will indicate the permit number which will be kept on file with Management in the Management Office. The permit must be attached to the inside left corner of the rear window. Permits are not transferable and remain the property of Owner. Any change of vehicle or vehicle information must be reported to Management and a new permit obtained, at which time the old permit shall be returned to Management. Resident shall notify the Owner within twenty-four (24) hours so that a replacement sticker can be issued and the vehicle is not subject to ticketing or towing.
 - d) Any car parked in the garage must have the parking sticker, a valid license, a valid inspection sticker, proof of registration, must carry liability and property damage insurance, and must be in operable and roadworthy condition. Resident understands that the parking space or garage is for the stickered car only, and no other car can be placed into the garage under any circumstances. There shall be no exceptions to this rule.
 - e) The Resident shall not assign or sublet such reserved parking space.
 - f) Cars without a parking sticker or unauthorized cars in the parking area will be towed at the car Owner's expense and may be subject to ticketing by local police, in compliance with N.J.S.A. 56:13-13
 - g) No parking is permitted in the driveways or fire lanes or other areas designated "no parking".
 - h) Garages and parking spaces may not be used for storage etc. Vehicles only may park in Garages and Parking Spaces.
 - i) It is expressly understood that this parking space is provided for the accommodation of the Resident. The Owner shall not be responsible for any theft and/or damage to the Resident's vehicle due to any cause included but not limited to the use of the reserved parking space and the access roadways. It is further understood that the Owner assumes no responsibility for problems of utilization of the entrance and exit to and from the parking space caused by natural obstacles such as snow storms, wind storms and the like, nor shall the Owner be responsible for any other type of obstruction, natural or otherwise, to the parking space and roadways, such as an unauthorized vehicle parking in the said space or the roadway. It is further understood that the Resident will not be entitled to any form of abatement or diminution of parking fee by reason of any of the aforementioned conditions.
 - j) No bicycles may be stored on the premises unless in an authorized bicycle designated area.
47. **PETS:** If the Resident wishes to have a pet on the premises, the Resident understands and agrees that the Resident must be approved by the Owner and complete and return a Pet Addendum/Rider, along with the Non-Refundable Pet Fee and 1ST month's pet rent. At the commencement of this lease term, Resident, ☐ will have a pet on premises/☒ will not have a pet on premises. Resident's pet information is as follows:
- | | | | |
|------------------|-------------------|------------------|--------------------|
| <u>Type:</u> N/A | <u>Breed:</u> N/A | <u>Name:</u> N/A | <u>Weight:</u> N/A |
|------------------|-------------------|------------------|--------------------|
- Resident ☐ has attached a picture of the pet to this lease/ ☐ will provide a picture of the pet to Management. Resident further agrees to the following Owner's Policies and Procedures regarding Pets:
- a) **Types of Pets:** Certain pets are permitted at the Premises only with our permission. Certain other pets are not allowed. Prohibited pets include, but are not limited to, monkeys, ferrets, snakes, rabbits, insects, reptiles and livestock. Certain breeds of dogs are not permitted. Prohibited dogs include, but are not limited to, Pit Bulls, Tosa Inus, German Shepherds, Rottweilers, Presa Canarios, Fila Brasileiros, Argentine Dogos, Akitas, Chow Chows, Shar Peis, Dalmatians and Doberman Pinschers. Pets with a history of biting are not permitted on the Premises. You agree and assume full responsibility for personal injuries or property damage caused by the pet, and hereby agree to indemnify the Owner and Management and hold the Owner and Management harmless against any loss, or liability of any kind or character whatsoever resulting from the privilege of having a pet on the premises. You are responsible for the action of the pet at all times. We may, at our sole discretion, limit pets to certain designated buildings and/or floors at the community. Once such permission is granted, it will not be revoked as long as the Resident pet Owner abides by these policies, controls the pet and shows due consideration of other Residents of the Community. Pursuant to applicable state law, "seeing eye" dogs are not considered pets and no pet charge will be assessed.
 - b) **Walking your Pet:** Resident may not allow the pet out of the apartment unless the pet is on a leash. Resident, or person who walks pet, must have control of the pet at all times and must keep the pet on a leash (no longer than 5 feet) at all times the pet is out of the apartment. If the pet is a cat, Resident must keep the cat in an approved pet container when taken out of the apartment.
 - c) **Pets in the Building:** Resident must use only the freight elevators, the rear exit door and/or the garage to take the pet in and out of the premises or the apartment. Resident may not allow the pet in the lobby.
 - d) **Resident's Responsibility for Damage/Injuries caused by the Pet:** Resident is responsible for any damage caused by the pet to the apartment, apartment building, grounds, premises, flooring, walls, trim, finish, tiles, carpeting, stairs, and other property of Owner or other Residents. Resident will pay for repairs of all damages and/or the full replacement cost, if necessary. Resident shall be liable for injury to: (a) Owner's employees, agents, representatives or contractors (*Owner's Agents*) caused by Residents pet during entry of the unit as provided in the Lease and (b) any other person, whether such injury occurs in common areas or any Unit of Community, caused by Resident's pet. Resident shall indemnify and hold Owner harmless from and against any loss, cost, claims, judgment, damage, or expense imposed upon Owner by virtue of any person in the Community sustaining injuries caused by Resident's pet.
 - e) **Notice to Remove Pet:** Resident will remove the pet for the rest of this lease, if it is necessary, because of any noises, barking, or damage to the building or apartment. Resident will also remove the pet because of any complaints from other Residents. Resident must permanently remove the pet from the premises within one (1) week after notice from Owner. All paid fees to date will not be reimbursed.
 - f) **Pet Fee:** Resident will pay to Owner a non-refundable fee of \$500.00 per pet, up to two (2) pets, before the pet is allowed into the apartment. This fee is for one (1) pet only. Resident will pay an additional fee for each pet or if Resident relocates to a different apartment.
 - g) **Pet Rent:** Resident will pay a monthly pet fee of \$50.00 per pet.
 - h) **Age Limit:** Dogs under the age of seven (7) months are prohibited.
 - i) **Number of Pets:** No more than two (2) pets per apartment home.
 - j) **Maintenance Service:** Pets must be restrained whenever a maintenance service call is requested.
 - k) **Toilet:** In order to keep the grounds clean and sanitary, all pets or Seeing Eye Dogs must be on a leash and taken to the outside perimeter of Premises for their toilet purposes. It will be a violation of these Policies if you simply "turn out the pet" and recall it at your convenience.
 - l) **Tying/Balconies/Patios/Decks:** Pets may not be tied or staked or caged outside of the apartment. Residents living in an apartment with a balcony/patio/deck may not leave the pet on the balcony/patio/deck for extended lengths of time.
 - m) **Balconies/Patios/Decks and Pet Food:** Balconies/Patios/Decks must be kept clean of pet droppings and pet food and/or water. During hot weather especially, odors can be extremely offensive to neighbors. You may not leave pet food or water bowls on the balcony/patio/deck outside your apartment.
 - n) **Amenity Areas:** Pets are not allowed in the pool or amenity areas at any time.
 - o) **Fish:** Fish tanks are NOT to exceed ten (10) gallons.
 - p) **Violations:** Resident shall be liable for any damages and/or costs incurred due to violations of these policies. Resident acknowledges and agrees that the terms contained in this Rider are reasonable and any violation thereof shall constitute grounds for eviction and for which the Owner reserves the right of re-entry. Residents violating these policies regarding pets are subject to a fine in the amount of \$50.00 for each violation, at the discretion of the Director of Operations.
 - q) **Pet Removal:** You agree to the immediate removal of any pet that threatens the health and safety of other Residents, invitees or employees of the Community. Such removal shall occur no later than twenty four (24) hours from notification from the Owner. In addition you agree to remove any pet, that, in our opinion, bothers other residents, whether inside or outside, or that constitutes a problem or obstruction to our employees or to service providers from properly performing their duties. If you fail to remove a pet following a request from management, you agree that we may terminate your lease. Resident covenants and agrees to permanently remove pet from the Unit (a) within (10) days of receipt of notice to do so by Owner, if Owner determines, in its sole discretion, that: (i) the pet is not at all times under the control of Resident; (ii) Resident does not properly care for or clean up after the pet; (iii) the pet is generally disruptive to the peace and quiet enjoyment of the other Residents of Community; or (iv) odors caused by the keeping of the pet are generally disruptive to the peace and quiet enjoyment of other Residents of Community.
 - r) **Compliance with all Town Ordinances:** Resident shall comply with the Town of New Brunswick, NJ 08901 ordinance, which requires, among other things, that an Owner of a dog immediately remove and dispose of, by sanitary methods, any feces deposited by its dog in public areas. Residents will deposit feces or other waste in proper receptacles and will not litter the Community. In addition, all dogs must be curbed by Resident. Dogs must be licensed as required by said ordinance.
48. **COMMUNITY POLICIES AND PROCEDURES:** The apartment and the Community, including all buildings, common grounds, amenity and parking areas, are collectively called "the Premises." Owner's Policies and Procedures are set forth in Addendums and Riders to this Lease, which shall be



incorporated as part of this Lease. Prior to occupancy, Resident (including every occupant) must execute and acknowledge that they have received a copy of and will comply with the Policies and Procedures. Failure to comply with the Policies and Procedures is a breach of this Lease. Resident, Resident's family, their employees, agents, visitors, licensees and invitees shall comply with the Policies and Procedures. The Owner reserves the right to cancel or modify any of the Policies and Procedures and to make other changes and regulations from time to time as may be deemed necessary. Resident will be required to comply with any such amendments or supplements to the rules and regulations, after due notice of same.

- a) **Speed Limit:** Resident shall limit speed within the Premises to 10 MPH. Recreational vehicles are: (☒) not permitted; (☐) permitted in designated areas only. Resident must obey all signs and traffic control devices within the garage, such as stop signs, fire lanes, etc.
- b) **Vehicles:** Unsightly cars (such as cars with flats, broken windows, etc.) and vehicles with expired tags will not be permitted to remain on the Premises. Vehicles are not to be repaired or serviced on the Premises. A repair is anything that requires the vehicle to have the hood open or to be up on a jack. Vehicles may: (☒) not be washed on the Premises. Do not empty car ashtrays onto the parking lots. Vehicles will be towed at Owner's expense, and without notice, that are (a) not properly registered with the city and state and with the Management, (b) parked in a fire lane or in a designated "NO PARKING" area, (c) that are owned or used by Residents and are parked in Leasing Office and Visitor parking spaces, and/or (d) parked in a space other than the assigned space for that vehicle. Resident must register all vehicles with the Management.
- c) **Garages/Parking:** If the Resident elects to park on the Premises, Resident agrees to use the provided garage, assigned as part of the premises under the Lease, for the parking of motor vehicles, which does not preclude the parking of motor vehicles. Under no circumstances is Resident to use the assigned garage for storage of any objects, possessions or belongings, other than for a motor vehicle, which impairs or precludes the parking of motor vehicles. The use of the garage for commercial or repair purposes is strictly prohibited. Owner reserves the right to demand the removal or clearing of any objects, possessions or belongings, which impairs the use of the garage for parking of motor vehicles. The Resident is to park motor vehicles in the garage and in assigned spaces. Parking in the access ways of the community is strictly prohibited. Vehicles that are parked on access ways will be towed.
- d) **Draperies:** Draperies, curtains or blinds must be placed at all windows within two weeks of moving into the apartment, if applicable. The window coverings visible from the exterior must be lined with a neutral-colored material. Neutral colors are defined as white, off-white, beige and light gray. If the primary draperies or curtains are not of these neutral colors, then they must be lined with neutral colors on the outside. There may be no tin foil, sheets, blankets, or any type of coverings other than draperies, curtains or blinds over the windows to darken rooms.
- e) **Balconies/Patios/Decks:** Resident may not hang bathing suits or store brooms, mops, rugs, etc. on the balcony or in front of the apartment. Mops, clothes, rugs, etc. may not be shaken from balconies/patios/decks or windows. Dirt, debris and/or water may not be swept over the edge of any balcony. Cigars, cigarettes, and any other objects shall not be thrown from any window or balcony/patio/deck. No household appliances, mechanical equipment, barbecues, bicycles, or trash are to be kept on balconies/patios/decks. No radio aerials are permitted. Absolutely no grilling on balconies/patios/decks is permitted.
- f) **Equipment:** The equipment in the bathrooms and kitchens is not to be used for any purposes other than that for which it was constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances may be thrown therein. Resident may not place metal, string, dental floss, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food in disposal or sinks. If you cannot eat it, your disposal cannot eat it! Resident shall be responsible for all damages resulting from the misuse of such equipment and Resident agrees to reimburse us for the costs incurred to repair such equipment and related damages. Portable washers or dryers not approved in writing by Owner are prohibited.
- g) **Shower Curtains:** All Residents will be responsible for purchasing a shower curtain and liner at least 82 inches or 6'10" in height to be used in any and all bathrooms within the apartment home. All liners need to be at a minimum length to cover the distance from the shower rod to the inside of the tub to ensure water will not leak from sides of tub. If a Resident does not provide the proper curtain and liner they may be held responsible for any damages due as a direct result of a short shower curtain or liner.
- h) **Noise:** All residents must be considerate of their neighbors. Residents must control the volume of radios, stereos, TV's, computers, musical instruments and other amplified devices so that they do not disturb Residents of other apartments. Owner requires that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that annoys or disturbs Residents will not be permitted that is not in accordance with the City, County, or State ordinance. A single violation of this covenant shall be deemed a breach thereof.
- i) **Laundry Facilities:** Please report to the Owner machines that are not operating properly. When using laundry machines, please do not wash or dry shoes in the machines. Shoe may bump up against and damage the machines. Resident agrees to be responsible for damage(s) resulting from the misuse of the laundry equipment and to reimburse Owner for the costs incurred to repair the laundry equipment; such costs shall be considered additional rent.
- j) **Wall Hangings:** Resident may use nails and regular hangers when hanging pictures, mirrors, etc. Resident may not use adhesive hangers, since they damage the wallboard. No holes shall be driven into the cabinets, woodwork, ceiling or floors. Please do not use a nail or any other hanger on wallpaper.
- k) **Trash:** Trash is not to be left outside the apartment or on the balcony, and is not to accumulate within the apartment. There is a trash chute or trash dumpster enclosure located on each floor in a specified location on the property. Please throw all trash into the trash chute. Do not leave debris on the floor. Throw newspapers into the recycling bin, labeled for paper that is located in each trash room. Check to be sure all ashes and cigarette butts are completely out before putting trash in the compactors. Furniture items such as desks, chairs, beds, mattresses, sofas, etc. are not to be left on the Premises for disposal. Resident is responsible for the removal of these items and all costs associated therewith. Residents not complying with these policies regarding trash are subject to a fine in the amount of \$50.00 per bag or large item of trash that we remove, at the discretion of the Director of Operations.
- l) **Clutter:** Common areas must be kept clear at all times. No items are permitted in the parking areas, courtyards, sidewalks, lawns or other common areas of the building. All articles will be immediately impounded, and a charge may be made for their return.
- m) **Smoking:** Smoking is not permitted in the hallways and lobby area. Smoking is likewise prohibited in the health and recreational facilities. Cigarette butts are not to be discarded on the Community grounds. RESIDENT MAY NOT THROW CIGARETTE BUTTS IN THE MULCH OR IN PROXIMITY TO THE BUILDING. DOING SO IS A SEVERE FIRE HAZARD.
- n) **Dry Cleaning:** If this drop-off/pickup service is provided, it is done so as a convenience and Resident agrees not to hold Owner or its agents responsible in the event of loss or damage of any or all dry cleaning. Resident agrees to pick up dry cleaning within forty-eight (48) hours' notice.
- o) **Packages:** Resident authorizes Owner to accept US Mail, UPS, DHL, Fed Ex, etc. packages on behalf of the Resident. This service is provided as a convenience and Resident agrees not to hold the Owner or its agents responsible for accepting the package in the event that is lost or damaged. Resident agrees to pick up the package(s) with twenty-four (24) hours' notice to avoid return unless Resident makes other arrangements. The concierge will only accept packages that are completely and accurately addressed to the recipient and which are non-perishable. The concierge will not accept packages over fifty (50) lbs. The concierge will not accept furniture such as sofas, tables, beds, mattresses, bedroom sets, tires, and other similar items. Packages must be no larger than a twenty-four (24) x forty-eight (48) inch box.
- p) **Waterbeds:** Waterbeds are not permitted.
- q) **Heaters:** Kerosene heaters or other heaters using combustible materials or fluids are not permitted on the Premises.
- r) **Cooking:** Please cook in a manner that will not offend or annoy other Residents and use the oven fans during cooking.
- s) **Doors:** Resident must shut all doors leading from and into the Premises at all times.
- t) **Moving Furniture:** Moving of furniture is permitted to and from the apartments only between office hours. Resident must remove any packing cases, barrels or boxes, which are used in moving. If packing cases, barrels, boxes or other containers are removed by the Owner, Resident will be billed for the cost of such a removal as additional rent.
- u) **Safekeeping of Articles:** Owner's employees, other than front desk attendants, will not accept keys or articles of any description from or for the benefit of the Resident. If packages, keys or other articles are left with the employees of this building, the sole risk of loss or damage is upon the Resident.
- v) **Bicycles:** If provided, bicycles are to be stored in the garage in the bicycle storage room at Resident's own risk. Bicycles are not to be moved through any lobby or left on balconies/patios/decks.
- w) **J-Box/Wiring:** Owner has installed J-Boxes, in all dining rooms for the Resident's convenience. Such J-Box shall permit the Resident to install a light fixture of their own choice, at their own expense. Light fixture must weigh no more than 25 pounds. Resident shall use all reasonable care when installing the light fixture and any damages caused to the J-Box shall be at the Resident's expense, to be charged as Additional Rent. Resident may not install or tamper with any wiring in or outside of the Premises or install any aerial for television or radio on roof, balcony or exterior of building.
- x) **Weight Limitations:** Resident may not keep anything in your apartment that, in our sole judgment, exceeds the permissible load or jeopardizes the safety of the floors or structure. Resident agrees to remove immediately any such item upon demand in writing from the Owner or Owner's Agent. If Resident fails to do so within twenty-four (24) hours, Owner or its agent will enter the apartment and remove such items at Resident's cost without liability for the ultimate condition of the item removed. Fish tanks that are kept in apartments shall not exceed ten (10) gallons.



- y) **Recycling:** Resident agrees to cooperate with any and all recycling programs that the Owner puts in place or which are required by law.
- z) **Solicitations:** Door-to-door solicitation and/or circulation of any materials by Resident or anyone else is prohibited. Please report solicitors to our office.
- aa) **Light Bulbs:** Electric light bulbs are supplied to each apartment home at the time of move-in. Thereafter, it becomes the Resident's responsibility and cost to replace all bulbs.
- bb) **Doormats:** Doormats are prohibited in the hallways of the community. Owner will dispose of anything found, in order to maintain the overall appearance of the community.
- cc) **Construction:** Residents may not build or put up any dividers, closets or the like. If such items have been constructed, they must be removed without delay.
49. **USE OF COMMON AND AMENITY AREAS POLICIES:** Amenity areas including but not limited to Resident's clubroom, fitness center, business center, etc. are to be utilized for their intended purposes only. Bicycles, skateboards, rollerblades, etc., may not be used in the parking lots or garages. Owner reserves the right to deny use of the amenities to any Resident found in violation of any of these policies. Proper-soled shoes must be worn to prevent damage to flooring. The Owner has designed the amenities for the Resident's convenience.
- a) **Guest Policy:**
- Please visit the Leasing Office to reserve your guest pass prior to inviting your guest to the clubhouse.
 - No more than two (2) guest passes per apartment home will be issued on Holidays or Weekends.
 - Guests must register during the week but are not limited with their number of guests, as long they don't abuse the policy. Guests in excess of two (2) are allowed without a pass during the weekday but must have special advance permission from the Leasing Office.
 - There will be no charge for children five (5) years of age and younger when accompanied by a Resident fourteen (14) years of age or older. All guests must be accompanied by a Resident of at least fourteen (14) years of age while using any of the amenities at the Community.
 - No guest of the Resident may occupy the apartment for more than fourteen (14) days in a twelve (12) month period unless a residency application is filed with the Owner and accepted by the Owner. Occupancy by a guest beyond the above period shall constitute a breach of the Owner's Policies and Procedures.
- b) **Billiards Room:**
- Billiards is to be played in a round-robin fashion. Residents should take turns playing and winner stays on the table.
 - The Billiards Room is available for use by Residents and their accompanying guests. There is a limit of two (2) guests per apartment home. Guests agree to use the Billiards Room at their own risk.
 - Please do not sit or walk on the billiard table.
 - Food or drinks are not permitted on or near billiard table.
 - Jump shots, masse shots, throwing balls, and hitting sticks are not allowed.
 - Players are responsible for any and all equipment damaged.
 - Please do not attempt to repair equipment at your own volition. Report any broken or damaged equipment to the Leasing Office.
 - Management is not responsible for your lost or stolen items.
 - Persons under the age of fourteen (14) are only permitted to use the table when accompanied by a parent or guardian.
- c) **Fitness Center:**
- The Fitness Center is not supervised. Please use at your own risk.
 - The Fitness Center is available for use by Residents and their accompanying guests. There is a limit to two (2) guests per apartment home. Guests agree to use equipment at their own risk.
 - Proper resident identification is required and will be checked.
 - Be considerate! Unruly conduct or disrespect will not be tolerated. If someone is waiting to use a piece of cardio equipment, please limit your use to thirty (30) minutes.
 - Please do not attempt to repair equipment on your own. Report any broken or damaged equipment to the Leasing Office.
 - No food, drink or chewing gum is allowed in the Fitness Center. Only water bottles and sport drinks are allowed.
 - Proper attire must be worn. Absolutely no sandals, boots or heels are permitted in the Fitness Center.
 - Please wipe down equipment after each use.
 - Owner and/or Owner's agents are not responsible for any lost or stolen personal items.
 - No children under the age of fourteen (14) are permitted in the Fitness Center.
 - Children under the age of fourteen (14) are permitted in the Fitness Center only when accompanied and supervised by parent or guardian. Supervised means the parent or guardian responsible for the minor child must be able to see the child at all times and is actively watching the child to ensure the equipment is being used in the correct manner as it was designed.
 - Parent or guardian is responsible for the safety and actions of the minor child while using the Fitness Center.
 - No strollers, baby carriages, car seats or other child transportation devices are permitted in the Fitness Center.
- d) **Trash/Rubbish Room:**
- Please place recyclables in the appropriate receptacles.
 - Make sure only trash is placed in the trash chute and trash bags are firmly tied.
 - Do not shove or force the trash bag down the chute. If the trash bag is too large for the trash chute, please dispose of in the bulk trash area.
 - Do not leave trash or recyclables on the floor.
 - Do not leave cardboard boxes in the trash room. Please break them down and dispose of in the proper bulk trash area.
50. **INTERNET USE POLICIES:** If applicable, Roseland Management Company, L.L.C. (RMC) provides Internet access and services for your apartment and your community's business center through our vendor, Cablevision. In order for RMC to be assured that the services won't be abused and that all of the community's Residents receive a high-quality level of service, we ask that you read and agree to the following conditions:
- a) **GENERAL TERMS:** This document contains the Acceptable Use Policy (AUP) for an Internet in-building data network and the Internet access and services (Services) provided by Roseland Management Company, L.L.C. (RMC), to the undersigned Resident. In consideration for providing these Services, Resident agrees that use of these RMC Services shall at all times be subject to the terms and conditions of this AUP and that RMC may terminate the provision of Services if the Resident, or any other Resident or user of the Services in the suite, violates the terms of the AUP. RMC SHALL NOT BE LIABLE TO RESIDENT FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL RMC BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE.
- b) **ILLEGAL ACTIVITY:** Use of the Services for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, or to engage in tortuous conduct, is a violation of this Policy. Resident shall not use the Services in any way that violates, or may violate, a third party's patent, copyright, trademark, or other intellectual property right. If RMC receives notice, or determines that Resident is violating this Paragraph, RMC may terminate Resident's use of the Services, unless Resident immediately modifies its use of the Service so as to avoid the infringement or alleged infringement.
- c) **SPAMMING/UNSOLICITED BULK E-MAIL:** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail spamming is prohibited. Resident may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum or are off-topic according to the charter or other Owner-published FAQ or description of the group or list; send unsolicited mass e-mailings; send or forward chain letters; use the RMC Service as a mail drop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. RMC is not responsible for the forwarding of email sent by Resident or End User where the account has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily at RMC's sole discretion. As Owner of the equipment and other resources utilized to provide services, RMC has the legal right to block electronic communications from other entities on the Internet. RMC may block unsolicited advertisements, solicitations, spam, regardless of whether sent from Resident's system or other networks if these adversely affect the operation of the RMC network or violate this AUP. Resident may not reference RMC or any related entity (e.g. by including Organization: RMC in the header or by listing an IP address that belongs to RMC or any related entity) in any unsolicited email even if that email is not sent through the RMC network.
- d) **BANDWIDTH LIMITATIONS:** RMC will endeavor to provide Resident with Broadband Service and Resident must comply with these bandwidth, data storage and other limitations on the Services. Customer may not use the Services in a manner that place disproportionate burden on

the network or impairs the Service received by other Residents or other customers of RMC. Resident shall not connect servers or routers to the Services. This speed needs to be established and should be changeable with some notice.

- e) **END USERS:** If Resident allows others (End Users) to use the Service, Resident is responsible for ensuring that End Users comply with this AUP. RMC may disconnect Service if an End User using Resident's Service violates this AUP.
- f) **SECURITY:** Resident is responsible for any misuse of the Services, even if the inappropriate activity was committed by End Users or other individuals who have access to the Resident's system or network. The Services may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Resident may not willfully or knowingly disrupt the Services or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, hacking, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature(s) is prohibited. Resident is solely responsible for the security of any device Resident connects to the Services, including any data stored on that device. If RMC detects that Resident's equipment or Resident's Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the RMC network, the Services provided to other RMC customers, or otherwise compromises the integrity or the operation of the RMC network, RMC may disconnect Resident from Service immediately; and, in this event, RMC will make reasonable efforts to promptly contact Owner regarding the interruption of Service.
- g) **RESIDENT INFORMATION:** RMC and its distribution affiliates and vendors may cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Such cooperation may include RMC or its vendors providing the name, IP address(es), or other identifying information about a Resident and the user of the Service. Upon termination of a Resident's Service, RMC is authorized to delete any files, programs, data and email messages associated with such account. RMC may disclose Resident Information to Owner regarding Resident's use of the Services.
- h) **INAPPROPRIATE CONTENT AND UNACCEPTABLE LINKS:** Resident is solely responsible for any information that is accessed through use of the Services and RMC bears no responsibility for such content. Examples of unacceptable content or links: "Pirated software", "Hacker programs or archives", "Warez Sites", "Irc Bots", "Mp3". RMC and its distribution affiliates and vendors reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful or infringes on the copyright, trademark, or other intellectual property right of a third party. By using the Services to reproduce, publish, display, transmit and distribute content, Resident warrants that the content complies with this AUP and authorizing RMC and its distribution affiliates to reproduce, publish, display, transmit and distribute such content as necessary for RMC to deliver the content in a timely manner.
- i) **NEWSGROUPS:** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The Customer is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight (8) newsgroups is prohibited.
- j) **INTERNET RELAY CHAT:** RMC Services may be used to participate in "chat" discussions. The Services may not be used to perform chat "flooding." Any single computer or other device connected through the Services may not maintain more than two (2) simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The Services may not be used to access any chat server in violation of the acceptable use policy of that server.
- k) **IP ADDRESSES:** RMC may allocate IP addresses in any manner in which RMC determines, in its sole discretion, is reasonable for the operation of its internet business. IP addresses are the property of RMC and Resident shall have no rights to such address upon expiration or earlier termination of Service.
- l) **CONSEQUENCE OF VIOLATION OF ACCEPTABLE USE POLICY:** When RMC becomes aware of an alleged violation of its AUP, RMC may initiate an investigation. For violations of this AUP, RMC may, at its sole discretion, restrict, suspend, or terminate Resident's Services and/or pursue other civil remedies. Although RMC has no obligation to monitor Services provided and/or the network, RMC and its various affiliates, vendors and partners reserve the right to monitor bandwidth, usage, and content from time to time to operate our Services; to identify violations of this AUP; and/or to protect the network and RMC customers. RMC may notify Owner, or such assignee or designee, of Resident's usage and content of the Services. RMC prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which RMC or its distribution affiliates, in their sole discretion, believe violate this AUP, RMC or its distribution affiliates may take any responsive actions they deem appropriate. The failure of RMC or its distribution affiliates to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

51. **MOVING POLICIES:**

- a) Residents must notify Manager/Owner affiliates, in writing, to schedule the date and time you intend to move. This is to make sure an adequate number of staff is on hand to monitor the move and to reserve the freight elevator.
- b) Residents are required to provide the Leasing Office with their moving company's Certificate of Insurance as well as their proof of Resident's Renter's Insurance at least forty-eight (48) hours prior to the move. We request that you forward a copy of the attached "sample" Certificate of Insurance to your moving company for their review and instruct them to send, via facsimile, a completed Certificate of Insurance to the Leasing Office. Your move will be confirmed only after the Leasing Office has approved the Certificate of Insurance. The Resident must also provide the Leasing Office of the name and telephone number of the Moving Company before the Moving Company can use the Elevator.
- c) All moves may not begin before 8:00 AM and must be concluded by 5:00 PM. Moves are not permitted on holidays unless approved by management. Resident(s) are required to notify the Leasing Office once their move has been completed so that the elevator can be taken off of service.
- d) Prior to your move, we strongly recommend that Residents confirm that ALL of their possessions will fit in and out of the building's freight/service entrance, elevator and apartment door. Kindly note that all moves and deliveries are required to be delivered via the service/freight entrance, and NOT through the lobby. Unfortunately, there is no room in the building to temporarily store oversized pieces of furniture.
- e) Public hallways, stairways and the service entrance(s) may not be obstructed with furniture, personal property of any type, carriages, bicycles, newspapers, or refuse at any time. This is for safety reasons as well as appearance. Movers are required to deliver all items directly into the subject apartment. Movers who fail to abide by this rule may be asked to cease your move. Management assumes no liability whatsoever for any losses or additional expenses that you may incur (i.e., re-scheduling of a new move, the hiring of another moving company).
- f) Both the Resident and the moving company will be held financially responsible for any damage caused to the building or its contents due to their negligence. Residents may wish to carry insurance, which would protect his/her own interests concerning such consequential damage.
- g) The building Owner does not carry insurance which covers damage to the personal property of individual Resident(s) or which protects the Resident from personal liability claims. As such, we mandate and require that Residents purchase their own apartment ("renters") insurance coverage for same.
- h) Trucks may not exceed 24 feet in length or 6 feet in height.
- i) Trucks will park in the loading zone in the rear of the building and may not block the access way.
- j) The elevators must be reserved at least 24 hours in advance on a first come first serve basis. All Residents must reserve the elevator during one of the three allotted times: 9:00 – 12:00; 12:00 – 3:00; or 3:00 – 5:00.
- k) Elevators must be protected with padding covering the walls and flooring prior to loading. Any damage to the elevators will be charged back to the Resident(s) account.
- l) Upon moving in and during your residency, Residents are responsible to break down all boxes associated with the move and bring them down to the trash room on the ground level. The boxes may not be placed in the trash chutes. Boxes are not to be discarded trash room area. Resident is to bring boxes to first floor concierge, who will advise of the proper location for disposal. In the event that residents do not break down the boxes as stated forth, the resident will incur a maximum charge of \$200.00 for the removal and disposal of all boxes and debris. This fee shall be considered additional rent and must be paid with the next rent payment.
- m) If a Resident chooses to perform a self-move without the assistance of an insured moving company, the Resident(s) agree to hold Roseland Management Company, L.L.C. and all their partners, officers, shareholders, directors, agents, and employees harmless of damages and/or injuries caused or sustained during the moving process. Resident(s) will be required to tender a \$500.00 refundable self-move deposit in the form of a certified check, money order or bank check prior to the move. In the event any of the undersigned causes damage to the building during the move, the deposit will be used to repair same. Pursuant to this lease agreement, any remaining balance after Owner completes the repairs shall be returned to Resident and any costs incurred in excess of the \$500.00 deposit shall be charged back to the Resident as additional rent.



52. **MOVE-OUT CHARGES:** Upon vacating your Apartment and turning in your keys, we will make an inspection of the Apartment. You may accompany us if you desire. Listed below are some of the charges that may be assessed if the damage, repair or cleaning required in your Apartment exceed normal wear and tear. DAMAGE AND/OR FAILURE TO CLEAN WILL NOT BE CONSIDERED NORMAL WEAR AND TEAR. THE CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND DO NOT ENCOMPASS THE ENTIRE RANGE OF CHARGES THAT CAN BE ASSESSED.
- | | |
|--|--------------------------------|
| a) FAILURE TO TURN IN KEYS, NEW LOCKS | \$150.00 PER LOCK |
| b) FAILURE TO TURN IN MAILBOX KEYS, NEW LOCKS | \$25.00 PER LOCK |
| c) INSUFFICIENT NUMBER OF KEYS RETURNED | \$15.00 PER KEY DUPLICATE |
| d) DAMAGE OR REPLACEMENT GARBAGE DISPOSAL | \$150.00* |
| e) DENTED OR CRACKED DISHWASHER PANEL | \$100.00 |
| f) BROKEN/MISSING CRISPER MEAT DRAWERS (REFRIGERATOR) | \$50.00 TO \$150.00 |
| g) BROKEN/MISSING REFRIGERATOR GLASS SHELF | \$100.00 |
| h) DENTED OVEN DOOR | \$175.00 TO \$250.00' |
| i) SCRATCHED OR DAMAGED REFRIGERATOR DOOR | \$10.00 TO \$250.00 |
| j) DAMAGED KITCHEN COUNTERS | \$100.00 TO \$600.00 |
| k) DIRTY STOVE, OVEN, DRIP PAN | \$15.00 TO \$50.00 |
| l) DIRTY REFRIGERATOR AND/OR FREEZER | \$15.00 TO \$50.00 |
| m) MISSING ICE CUBE TRAYS | \$10.00 |
| n) DAMAGE/REPLACEMENT OF KITCHEN VINYL FLOOR | PRICES VARY-UP TO \$600.00* |
| o) DIRTY KITCHEN FLOOR | \$25.00 TO \$50.00 |
| p) MISSING DISPOSAL STOPPER | \$10.00 |
| q) EXCESSIVE DIRT OR GREASE ON CABINETS | \$15.00 TO \$100.00 |
| r) MISSING LIGHT LENS | \$25.00 TO \$50.00 |
| s) DAMAGE TO INTERIOR DOORS | \$50.00 TO \$150.00 |
| t) MISSING OR DAMAGED DOOR KNOBS | \$75.00 |
| u) REMOVAL OF CONTACT PAPER FROM SHELVES | \$25.00 PER SHELF |
| v) DIRTY RANGE HOOD AND/OR FAN FILTER | \$25.00 |
| w) REPLACE BROKEN OR MISSING CEILING FAN | \$250.00 |
| x) BROKEN OR MISSING CEILING OR LIGHT FIXTURE | \$50.00 TO \$175.00 |
| y) TRASH REMOVAL | \$40.00 PER ROOM |
| z) FURNITURE REMOVAL FROM APARTMENT | \$50.00 PER PIECE |
| aa) FURNITURE LEFT OUTSIDE AT DUMPSTER OR PROPERTY | \$50.00 PER PIECE |
| bb) TORN, DAMAGED OR MISSING SCREENS | \$25.00 TO \$150.00 |
| cc) BROKEN WINDOWS | PRICES VARY-DETERMINED AT DATE |
| dd) DAMAGE TO VANITIES OR VANITY TOPS | \$100.00 TO \$500.00 |
| ee) REMOVAL OF UNAPPROVED WALLPAPER | PRICES VARY-DETERMINED AT DATE |
| ff) PAINT OF AREAS WITH UNAPPROVED COLORS | PRICES VARY-DETERMINED AT DATE |
| gg) DIRTY BATHROOMS (FLOORS, TOILETS, MEDICINE CABINETS) | \$25.00 TO \$75.00 |
| hh) DIRTY TUB OR DAMAGE TO FINISH | \$30.00 TO \$300.00 |
| ii) DIRTY WALL AND/OR TUB TILE | \$30.00 TO \$75.00 |
| jj) STAIN SEALING DUE TO NEGLIGENCE | PRICES VARY-DETERMINED AT DATE |
| kk) EXCESSIVE NAIL HOLES | \$5.00 TO \$40.00 |
| ll) LARGE HOLES IN WALLS | PRICES VARY-DETERMINED AT DATE |
| mm) CARPET DAMAGE OR REPLACEMENT | PRICES VARY-DETERMINED AT DATE |
| nn) EXCESSIVE CARPET SOIL CLEANING | \$20.00 TO \$150.00 |
| oo) DAMAGED AND/OR MISSING MINI OR VERTICAL BLINDS | \$40.00 TO \$300.00 |

Carpet Percentage of Cost of Install		
Months		Percentage
From	To	
1	6	100%
7	12	100%
13	17	90%
18	24	80%
25	30	70%
31	36	60%
37	42	50%
43	48	40%
49	54	30%
55	60	20%
61	66	10%
67	72	0%

***VARIOUS QUOTES INCLUSIVE OF LABOR RATE OF \$15.00 PER HOUR**

53. **SATELLITE DISH AND ANTENNA:** Under a Federal Communications Commission (FCC) order, you as Owner’s Resident have a limited right to install a satellite dish or receiving antenna on the leased Premises. We, as Owner are allowed to impose reasonable restrictions relating to such installation. Resident is required to comply with these restrictions as a condition of installing such equipment. This section contains the restrictions that Resident and Owner agree to follow.
- a) **NUMBER OF SIZE:** Resident may install a satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one (1) meter (3.3 feet) in diameter.
- b) **LOCATION:** Location of the satellite dish or antenna is limited to (1) inside of the dwelling, or (2) in an area outside dwelling such as a balcony, patio, yard, etc. of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for their exclusive use.
- c) **SAFETY AND NON-INTERFERENCE:** Resident installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Owner telecommunication systems; (4) may not be connected to Owner electrical system except by plugging it into a 110 volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object; (2) clamping it to a part of the building’s exterior that lies within the leased Premises (such as a balcony or patio railing provided it does not protrude as described above); or (3) any other method approved by Owner at Owner’s discretion in writing prior to installation. No other methods are allowed. Owner may require reasonable screening of the satellite dish or antenna, so long as it does not impair reception.
- d) **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING:** Under the FCC order, Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If the satellite dish or antenna is located outside of the dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of the dwelling only by the following methods: (1) running a “flat” cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional flat cable through a preexisting hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables “through a window pane” similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by Owner at Owner discretion in writing prior to installation.
- e) **WORKMANSHIP:** In order to assure safety, the strength and type of materials used for installation must be approved by Owner in writing prior to installation. Installation must be done by a qualified person or company approved by Owner. This person or company must have workman’s compensation and general liability insurance. An insurance certificate naming Owner as additional insured must be provided to Owner prior to installation. Owner approval will not be unreasonably withheld.
- f) **MAINTENANCE:** Resident will have the sole responsibility for maintaining the satellite dish, antenna and all related equipment.
- g) **REMOVAL AND DAMAGES:** Resident must remove the satellite dish or antenna and other related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased Premises to its condition prior to the installation of the satellite dish, antenna or related equipment.
- h) **LIABILITY INSURANCE AND INDEMNITY:** Resident must take full responsibility for the satellite dish or antenna and must provide Owner with a certificate of liability insurance naming Owner as additional insured to protect Owner against claims of personal injury and property damage to others, relating to Resident satellite dish or antenna. The insurance coverage must be in a face amount of no less than **\$100,000.00**, which is an amount reasonably determined by Owner to accomplish that purpose. Resident agrees to hold Owner harmless and indemnify Owner against any of the above claims made by others.

Resident may start installation of the satellite dish or antenna only after Resident has: (1) provided Owner with a certificate of liability insurance referred to in paragraph (h) of this addendum; and (2) received Owner’s written approval of the person or company who will do the installation.

54. **TERRORISM:** Resident warrants and represents to Owner that Resident is not, and shall not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism,) or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. A default under the terms of this section shall be deemed as a material default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this section and the rest of the Lease, the terms of this section shall control.
55. **MOLD AWARENESS:** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken. Preventing mold begins with you. The Resident is hereby notified that the Premises are subject to the infestation of mold or mildew if not properly maintained. When moldy materials are disturbed, some molds produce toxic chemicals which may contaminate the Premises’ air space. Resident acknowledges that routine visual inspections for mold growth or signs of water damage and wetness is the most reliable method for identifying the presence of mold or mildew and should be addressed immediately. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises. Resident agrees to comply with the following:
- a) Resident shall immediately report any water intrusion, such as plumbing leaks, drips or “sweating” pipes.
 - b) Resident shall limit the sources of indoor humidity by increasing fresh air ventilation and warming cold surfaces where condensation occurs.
 - c) Resident shall use bathroom fans and open interior windows while showering or bathing and exhaust fans when cooking. Resident will immediately report to Owner any non-working fan or window.
 - d) Resident shall use all reasonable care to close all windows to prevent rain or outdoor water from penetrating.
 - e) Resident shall clean and dry any damp or wet building materials and/or personal property within twenty-four (24) to forty-eight (48) hours
 - f) Resident shall conduct a visual inspection for the presence of mold growth inside the Premises at least once per month, including window frames and on carpets; ceiling tiles, and on any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers); all indoor plants; and personal property.
 - g) Resident shall immediately report to Owner if significant mold growth is noted. Most mold can be cleaned by using water and detergent or bleach, and drying the surface completely afterwards.
 - h) Resident agrees not to bring any personal property into the unit that may contain mold, especially “soft possessions” such as sofas, mattresses, and pillows.
56. **GENDER:** The terms "Resident" and "Owner" as used herein or any person used in place thereof, shall mean and include the masculine and the feminine and the singular or the plural number according to the context hereof.
57. **WAIVER OF HOMESTEAD RIGHTS:** Resident hereby waives and renounces for Resident and Resident(s) family any and all homestead rights and exemption rights Resident may have now, under or by virtue of any federal or state constitution, laws or regulations.
58. **NON-DISCRIMINATION:** Owner is an equal opportunity housing provider and complies with all federal, state, and local fair housing laws and regulations. Owner does not discriminate in any way based upon race, color, creed, religion, sex, national origin, age, familial status, handicap or disability, source of income, marital status, ancestry or sexual orientation.
59. **SUCCESSORS:** Owner and each of the Residents are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound. If you die, are adjudicated bankrupt or make an assignment for the benefit of your creditors, this Lease will, at our option, cease and the Apartment will be surrendered to us. To the extent permitted under applicable law, we reserve the right in such events to reenter and repossess with any notice to quit hereby waived by you.
60. **INTERPRETATION OF LEASE:** Neither the Owner nor any of its representatives has made any oral promises, representations, or agreements other than those set forth herein. This Lease (and any Addenda attached hereto) is the entire agreement between the Resident and the Owner and it may be amended only in writing. Owner's representatives (including management personnel, maintenance personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing and signed by Owner or Owner's Agent. All notices and documents must be in writing and may be in English or, at Owner's option, at Resident's expense, in any language that Resident reads or speaks.
61. **WAIVER:** No action or omission of Owner or Owner's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Owner not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of Owner's contractual, statutory, or other obligations merely by virtue of acting on Owner's behalf. This Lease binds any subsequent Owner. Neither an invalid clause nor the omission of initials invalidates this Lease. All provisions regarding Owner's non-liability and non-duty apply to Owner's employees, agents, and management companies. All Lease obligations must be performed in the County where the Apartment is located.
62. **ADDITIONAL STATE PROVISIONS:** **Megan’s Law Statement** Under New Jersey Law, the County prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the County prosecutor under Megan’s Law and are unable to obtain such information for you. Upon closing, the County prosecutor may be contacted for such further information as may be disclosable to you.
63. **SMOKE FREE AIR ACT:** Resident acknowledges and understands that the State of New Jersey has enacted the New Jersey Smoke Free Air Act specifically recognizing the health dangers inherent in environmental tobacco smoke, and second-hand smoke. Resident further acknowledges and understands that causing the infiltration of second-hand smoke into the common areas of the building and/or into other Apartments in the building, may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other residents in the building. For the foregoing reasons, Resident acknowledges and agrees that the prevention by Resident, its invitees and guests, of the infiltration of second-hand smoke into the common areas of the building and/or into other Apartments in the building is of the essence to this Lease, and Resident covenants and agrees to take all measures necessary to minimize second-hand smoke from emanating from Resident’s Apartment and infiltrating the common areas of the building and/or into other Apartments in the building.

Resident is entitled to a copy of this Lease when it is fully signed. Keep a copy in a safe place.

Acknowledgment of Truth in Renting Booklet. By signing below, Resident acknowledges receipt of the booklet, “Truth in Renting, a guide to the Rights and Responsibilities of Residential Tenants and Owners in New Jersey.

Acknowledgment of Understanding. Resident hereby acknowledges that Resident has read this Lease in its entirety and is fully informed of all contents hereof.

RESIDENT(S):

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

CO-SIGNER:

Signature Date

Print Name

MANAGER:

ROSELAND MANAGEMENT COMPANY, L.L.C.
As Agent for MC Richmond NB L.L.C.

By: _____
Date

Richmond Court

RENT CONTROL EXEMPTION ACKNOWLEDGEMENT ADDENDUM

This Lease Addendum is made in connection with and incorporated by reference into the Lease Agreement (the “Lease”) between Owner, MC Richmond NB L.L.C., (the “Owner”), and Resident(s), Brett Reasor, , (the “Resident(s)”) executed between the parties on 1/22/2015 for the rental of the premise known as 5 Dennis Street, Apt. 211, New Brunswick, NJ 08901.

The undersigned Resident(s) hereby acknowledges that in accordance with the provisions of state law (N.J.S.A. 2A:42-84.2) the apartment which resident(s) has/have rented from Richmond Court designated as **211** is exempt from the City of New Brunswick, NJ 08901 rent control ordinance for a period of thirty (30) years from **May 1, 1997**, the date on which the certificate of occupancy for the apartment building was first issued.

RESIDENT(S):

SignatureDate

Print Name

SignatureDate

Print Name

SignatureDate

Print Name

SignatureDate

Print Name

CO-SIGNER:

SignatureDate

Print Name

MANAGER:

ROSELAND MANAGEMENT COMPANY, L.L.C.
As Agent for MC Richmond NB L.L.C.

By: _____
Date

Richmond Court

PARKING ADDENDUM

An agreement between **MC Richmond NB L.L.C.**, (“Owner”) and **Brett Reasor,** , , (“Resident(s)”), who rents from said Owner Apartment No. 211 in Richmond Court - 5 Dennis Street, New Brunswick, NJ 08901.

Residents with vehicles that are identified by current parking permits may park their vehicles in an assigned parking space. Permits are issued according to dates of occupancy. Permits are available only to the Residents of Richmond Court. Visitors may ONLY park in designated visitor parking.

- (a) Trucks (other than pick-ups) trailers, motorhomes, campers which extend beyond the end of the truck bed, and buses will not be issued parking permits. Each permit will indicate the permit number which will be kept on file with Management in the Management Office. The permit must be attached to the inside left corner of the rear window. Permits are not transferable and remain the property of Owner. Any change of vehicle must be reported to Management and a new permit obtained, at which time the old permit shall be returned to Management.
- (b) Owner and its Agents will not be responsible for damage to Resident’s car or for stolen or lost items.

Parking spaces and Permits will be assigned. The Resident hereby rents from the Owner MC Richmond NB L.L.C. assigned parking space or garage space No. 509, , at a charge of \$70.00 per month which shall be due with the monthly rent and deemed to be additional rent.

Only the following car(s) may be parked in the Resident’s parking space:

VEHICLE # 1: Permit #: 509 Vehicle Make: Model: Year: Color: License Plate No.:

VEHICLE # 2: Permit #: N/A Vehicle Make: N/A Model: N/A Year: N/A Color: N/A License Plate No.: N/A

- a) If the vehicle and/or license plate listed above is changed in the future, Resident shall notify the Owner within twenty-four (24) hours so that a replacement sticker can be issued and the vehicle is not subject to ticketing or towing.
- b) Resident understands that the parking space or garage is for the stickered car only, and no other car can be placed into the assigned space under any circumstances. There shall be no exceptions to this rule.
- c) Any car parked in the assigned space must have the parking sticker, a valid license, a valid inspection sticker, proof of registration, must carry liability and property damage insurance, and must be in operable and roadworthy condition.
- d) The Resident shall not assign or sublet such reserved parking space.
- e) No repairs, adjustments, oil changes, car washing, etc. can be performed on the premises.
- f) Cars without a parking sticker or unauthorized cars in the parking area will be towed at the car Owner’s expense and may be subject to ticketing by local police.
- g) No parking is permitted in the driveways or fire lanes or other areas designated “no parking”.
- h) Garages and parking spaces may not be used for storage etc. Vehicles only may park in Garages and Parking Spaces.
- i) It is expressly understood that this parking space is provided for the accommodation of the Resident. The Owner shall not be responsible for any theft and/or damage to the Resident’s vehicle due to any cause, by reason of the use of the reserved parking space and the access roadways. It is further understood that the Owner assumes no responsibility for problems of utilization of the entrance and exit to and from the parking space caused by natural obstacles such as snow storms, wind storms and the like, nor shall the Owner be responsible for any other type of obstruction, natural or otherwise, to the parking space and roadways, such as an unauthorized vehicle parking in the said space or the roadway. It is further understood that the Resident will not be entitled to any form of abatement or diminution of parking fee by reason of any of the aforementioned conditions.
- j) No bicycles may be stored on the premises unless in an authorized bicycle designated area.

If the Resident should violate any of the terms set forth in this Rider, the Resident’s parking or garage space privilege can be terminated and revoked by the Owner upon five (5) days written notice of such revocation, which will be sent by regular and certified mail, return receipt requested.

RESIDENT(S):

Signature	Date	Print Name
Signature	Date	Print Name
Signature	Date	Print Name
Signature	Date	Print Name

MANAGER:
MC Richmond NB L.L.C.
by Roseland Management Company, L.L.C, it’s Authorized Agent

By:

Print Name	Date
Signature	
Title	

c/o
MC Richmond NB L.L.C.
Roseland Management Company, L.L.C.
150 John F. Kennedy Parkway, Short Hills NJ 07078

Richmond Court

PET ADDENDUM

This Pet Rider is a part of the Lease dated 1/22/2015 between MC Richmond NB L.L.C. as Owner, and Brett Reasor, , , as Resident(s).

1. **DESCRIPTION OF PET:** Owner allows Resident to have only the pet described below in the apartment; **Attach Picture Here**

Description: N/A

Weight of Pet: N/A Age of Pet: N/A

Weight limits and breed guidelines are property specific. See guidelines.

2. **WALKING YOUR PET:** Resident may not allow the pet out of the apartment unless the pet is on a leash. Resident, or person who walks pet, must keep the pet on a leash (no longer than 5 feet) at all times the pet is out of the apartment. If the pet is a cat, Resident must keep the cat in an approved pet container when taken out of the apartment.
3. **PETS IN THE BUILDING:** Resident must use only the freight elevators, the rear exit door and/or the garage to take the pet in and out of the premises or the apartment. **Resident may not allow the pet in the lobby.**
4. **RESIDENT’S RESPONSIBILITY FOR DAMAGES CAUSED BY PET:** Resident is responsible for any damage caused by the pet to the apartment, apartment building, grounds, premises, flooring, walls, trim, finish, tiles, carpeting, stairs, and other property of Owner or other Residents. Resident will pay for repairs of all damages and/or the full replacement cost, if necessary.
5. **NOTICE TO REMOVE PET:** Resident will remove the pet for the rest of this lease, if it is necessary, because of any noises, barking, or damage to the building or apartment. Resident will also remove the pet because of any complaints from other Residents. Resident must permanently remove the pet from the premises within one (1) week after notice from Owner. All paid fees to date will not be reimbursed.
6. **PET FEE:** Resident will pay to Owner a non-refundable fee of **\$500.00** per pet, not to exceed two (2) pets, before the pet is allowed into the apartment. This fee is for one (1) pet only. Resident will pay an additional fee for each pet or if Resident relocates to a different apartment.
7. **PET RENT:** Resident will pay a monthly pet fee of **\$50.00** per pet.
8. **AGE LIMIT:** Pets under the age of seven (7) months are prohibited.
9. Resident covenants and agrees to permanently remove pet from the Unit (a) within (10) days of receipt of notice to do so by Owner, if Owner determines, in its sole discretion, that: (i) the pet is not at all times under the control of Resident; (ii) Resident does not properly care for or clean up after the pet; (iii) the pet is generally disruptive to the peace and quiet enjoyment of the other Residents of Community; or (iv) odors caused by the keeping of the pet are generally disruptive to the peace and quiet enjoyment of other Residents of Community, or (b) immediately upon receipt of notice to do so by Owner, if Owner determines, in its sole discretion, that the pet threatens the health and safety of other Residents, invitees, or employees of Community.
10. Resident is responsible for any damage caused by the pet to the apartment, apartment building, grounds, premises, flooring, walls, trim, finish, tiles, carpeting, stairs, and other property of Owner or other Residents. Resident will pay for repairs of all damages and/or full replacement cost, if necessary.
11. Resident shall be liable for injury to: (a) Owner’s employees, agents, representatives or contractors (*Owner’s Agents*) caused by Residents pet during entry of the unit as provided in the Lease and (b) any other person, whether such injury occurs in common areas or any Unit of Community, caused by Residents pet. Resident shall indemnify and hold Owner harmless from and against any loss, cost, claims, judgment, damage, or expense imposed upon Owner by virtue of any person in the Community sustaining injuries caused by Resident’s pet.
12. Resident acknowledges and agrees that the terms contained in this Rider are reasonable and any violation thereof shall constitute grounds for eviction and for which the Owner reserves the right of re-entry.
13. Resident shall comply with the City of New Brunswick, NJ 08901 ordinance, which requires, among other things, that an Owner of a Pet immediately remove and dispose of, by sanitary methods, any feces deposited by its pet in public areas. Residents will deposit feces or other waste in proper receptacles and will not litter the Community. In addition, all pets must be curbed by Resident. Pets must be licensed as required by said ordinance.

RESIDENT(S):

<div>Signature</div>	<div>Date</div>	<div>Print Name</div>
<div>Signature</div>	<div>Date</div>	<div>Print Name</div>
<div>Signature</div>	<div>Date</div>	<div>Print Name</div>
<div>Signature</div>	<div>Date</div>	<div>Print Name</div>

MANAGER:
MC Richmond NB L.L.C.
by Roseland Management Company, L.L.C, its Authorized Agent

By:

Print Name

Date

Signature

Title

c/o MC Richmond NB L.L.C.
Roseland Management Company, L.L.C.
150 John F. Kennedy Parkway, Short Hills NJ 07078