

THIS IS A LEGALLY BINDING LEASE AGREEMENT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS FROM SIGNING BY ALL PARTIES. DURING THIS PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE BY PROVIDING A WRITTEN NOTICE OF DISAPPROVAL TO THE OTHER PARTY NAMED IN THE AGREEMENT.

APARTMENT LEASE

The **LANDLORD** and the **TENANT** agree to lease the Apartment for the terms and at the Rent stated as follows:

LANDLORD: **Meeichyi Guo**
1122 Halifax Place
Hamilton, NJ 08550

TENANT(S):

APARTMENT:	# 1
BUILDING:	252 John Street, Princeton NJ 08542
DATE OF LEASE EXECUTION:	Aug. 18 th , 2022
TERM:	12 months
BEGINNING:	Aug. 1 st , 2022
ENDING:	July 31 st , 2023

Rent due and payable in advance on the first day of each and every month for the Term hereof:	\$1,600
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SECURITY DEPOSIT RECEIVED:	\$2,400
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Tenant accepts the following: conducting an online search using “new jersey truth in renting pamphlet” as access to State of New Jersey’s Truth In Renting guidebook or via http://www.state.nj.us/dca/codes/lt/pdf/t_i_r.pdf and Tenant has received a copy of the Borough of Princeton’s “New Tenant Registration” form.

1.) **POSSESSION DATE:** In the event that the Landlord is unable to deliver possession on the beginning date, the Tenant agrees that the Landlord shall not be liable for any loss or damage caused thereby nor shall this Agreement become void or voidable. The Tenant’s sole remedy is that the Tenant shall not be liable for payment of Rent until possession is delivered. The delay will not affect any of the other terms of the Agreement. The ending of the term will not change. If the Landlord cannot deliver the Property within thirty (30) days of the possession date as set forth above, the Tenant may terminate this Agreement and Landlord shall return all deposit and Rent monies collected.

2.) **RENT:** All payments of Rent and any Additional Rent shall be payable to the Landlord at the address set forth above or as otherwise directed in writing by the Landlord. Personal checks are subject to collection. The landlord reserves the right to require that all Rent payments be made by certified check or money order.

The Tenant agrees to pay in addition to Rent all attorney’s fees, real estate commissions and any other expenses that may be incurred by the Landlord in enforcing any of the Tenant’s obligations under this Lease.

3.) **ADDITIONAL RENT:** In addition to the payment of Rent and Security Deposit, Tenant shall pay Landlord the following fees and charges, if applicable, to be collected as Additional Rent:

3.1) **LATE CHARGE:** In the event that Rent or Additional Rent is not paid in full on or before 5:00PM on the fifth (5th) day of the month, Tenant shall pay to Landlord, a Late Charge of \$25.00 plus \$10.00 per day for each day until all Rent and Additional Rent is paid in full. A billing invoice with the amount of Late Charges will be mailed to the Tenant by separate invoice, to be paid with the following month's Rent payment. Partial payment of Rent shall be deemed nonpayment and Tenant shall be subject to late charges as set forth above. This is in no way to be seen as permission to pay the Rent late.

3.2) **RETURNED CHECK:** In the event that Tenant's check is returned to Landlord unpaid due to insufficient funds or for any other reason, the Tenant shall pay to Landlord as Additional Rent a returned check charge of \$15.00 plus any bank charges. Returned checks shall be deemed non-payment and Tenant shall be subject to per diem late charges pursuant to paragraph 3.1 above.

3.3) **COURT COSTS AND ATTORNEY'S FEES:** The Landlord is entitled to remove Tenant from Apartment only for good cause under New Jersey Law. If Landlord institutes legal proceedings to remove Tenant from the Apartment for good cause; including the collection of Rent, Additional Rent, other charges due and owing under the Lease Agreement or other good cause, Tenant shall pay to Landlord court costs, costs for the preparation and filing of legal documents, reasonable attorney's fees, and all other related costs of legal proceedings.

Tenant's eviction prior to the end of the Lease Term does not relieve Tenant of the obligation to pay Rent under the Lease until a new tenant is obtained. Tenant will be responsible for all Rent due and owing under the Lease until the new tenant takes possession, and also for all costs assessed to any Tenant who ends the tenancy prior to the expiration of the Lease Term, Real Estate Commission costs of re-Renting, and other reasonable costs.

3.4) **KEY CHARGES:** All Tenants are required to return all keys disbursed by Management Agent upon the expiration of their tenancy. Any applicable locksmith charges will be assessed as Additional Rent for keys not returned. If Management Agent unlocks Apartment doors at Tenant's request then the tenant agrees to pay the Management Agent a negotiable fee for such service. The Management Agent may not be available at all times for such services.

4.) **PAYMENTS:** Tenant acknowledges and agrees that all payment received by the Landlord from the Tenant shall first be credited to any payment in arrears, including attorney's fees and court costs. Only in the event that payments are current will the payment received by the Landlord be applied to the current charge then due the Landlord.

In the event that the Tenant's personal checks are returned, Landlord may require that Tenant pay any Rent, Additional Rent, Security Deposit or other charges due under this Lease Agreement by certified check, money order, bank check or cash equivalent. No third party checks will be accepted under any circumstances.

The Tenant may not use the security deposit for Rent payment.

5.) **USE OF PROPERTY:** The Tenant may use the Apartment only as a private residence for those named on the Lease. No other or additional person may reside in the Apartment without the prior written consent of the Landlord. The Tenant shall not use or permit use of the Apartment for any business, professional or commercial purpose. The Tenant shall not keep, maintain or use anything which is hazardous or may increase the danger of fire or other hazard or which may cause an increase in insurance coverage costs for the property.

6.) **UTILITIES:**

The Tenant shall be responsible to set up the account and pay for the following utilities and services:

Electric

Gas for heat, hot water and cooking

Phone and/or internet (optional)

Cable for TV and/or internet (optional)

Free High Speed Internet WiFi is provided by Landlord - M.G.

Any interruption in services and utilities to be provided by Landlord due to shortage, emergency, power failure, inability to obtain fuel or replacement or during reconditioning or repair of equipment shall impose no liability upon Landlord for abatement of Rent. The Landlord agrees to use their best efforts to facilitate repairs and provide services in a timely manner.

7.) REPAIR AND MAINTENANCE BY TENANT: The Tenant shall:

- 7.1) Promptly notify the Management Agency of conditions in the Apartment, which are in need of repair.
- 7.2) At all times maintain the Apartment, including the appliances and furnishings therein, in a clean, safe and sanitary condition.
- 7.3) Promptly remove from the Apartment all garbage, and recycling and place in proper receptacles.
- 7.4) Pay for all damage caused by Tenant, either by act or neglect, or by Tenant's invitees.
- 7.5) Surrender the Apartment in good repair and clear condition at the termination of the Lease. The Tenant instructs Landlord to deduct forthwith from the Security Deposit any expenses incurred as a result of noncompliance with this provision. Any amounts due under this paragraph shall be deemed to be due as Additional Rent.
- 7.6) In the event that it becomes necessary or is deemed advisable by the Landlord to use pesticides in or about the subject Property to protect or preserve the property or for the protection of the tenants, Tenant agrees to consent to such treatment.
- 7.7) Obey any written instructions given by the Landlord for the maintenance and use of the appliances.
- 7.8) Not store anything in the Apartment, which is inflammable, or might increase the danger of fire or might cause other hazardous conditions.

8.) **IMPROVEMENTS AND ALTERATION:** All alterations, additions, improvements, including paint may be made by the Tenant only upon the written consent and terms of the Landlord and shall become the property of the Landlord without compensation or reimbursement to Tenant unless otherwise agreed in writing.

9.) **ASSIGNMENT AND SUBLETTING:** The Tenant understands and agrees that subletting and assignment is prohibited and that no person other than those persons indicated in this Lease Agreement may occupy the subject Property.

10.) **RENEWAL LEASE:** The Landlord will offer the Tenant a new annual Lease to take effect at the end of this Lease. The new lease may include reasonable changes. The Tenant will be notified of any proposed new lease at least Sixty (60) days before the end of the present Lease. The Tenant must notify the Landlord of the Tenant's decision to accept or reject the Lease Renewal at least forty-five (45) days before the end of the term. If the Tenant does not notify the Landlord of the Tenant's acceptance of the Lease Renewal then it will be considered a rejection and possession of the Property will be given to the Landlord on the Lease Ending date.

11.) **ENTRY BY LANDLORD:** Upon reasonable notice (either written, voicemail, or email), the Landlord may enter the Apartment to provide services, inspect, repair, improve or to show the Apartment. Notice on the day prior shall be deemed to be reasonable notice. The Tenant must notify the Landlord if the Tenant will be away for ten (10) consecutive days or more. No notice of entry by Landlord shall be required in the event of emergency or emergency repair.

12.) **PARKING:** Parking will be provided for one operating passenger vehicle in the exterior parking lot. The Tenant shall obey the parking rules of the Building as shall be designated by the Landlord from time to time. It is further understood and agreed that: (a) The Landlord and the Management Agency shall not be liable to the Tenant for any loss or damage to the vehicle unless caused by the willful act of neglect of Landlord or Management Agency; (b) The Landlord does not guarantee uninterrupted access in the event of snow emergency conditions or should repairs to the parking area be necessary; (c) Under no circumstances are Tenants to leave oil or other automotive fluids in the parking area or dispose of same on the Property.

13.) **NO PETS:** No pets are allowed without the prior written consent and terms of the Landlord. In the event that Landlord consents to the keeping of any pet, an addendum setting forth the conditions shall be attached to and made part of this Lease Agreement.

-Non Smoking
M.B.

14.) **SECURITY DEPOSIT:** Tenant has given to Landlord on this date a Security Deposit in the amount set forth above. This money shall be held by Landlord during the term of this Lease or until the Lease is terminated. The Security Deposit may be used to reimburse Landlord for unpaid Rent or Additional Rent or for expenses or damages incurred by Landlord as a result of Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant is required to pay additional Security Deposits during the Lease Term in order to maintain the Security Deposit at one and one-half times the monthly Rent. Any deficit in the Security Deposit shall be due upon demand by Landlord, and it is to be considered Additional Rent. If during the Term of this Lease Landlord uses the Security Deposit for reimbursement of unpaid Rent, Additional Rent, or other expenses or charges due under this Lease Tenant shall pay to Landlord upon demand as Additional Rent an amount required to return the deposit to one and one-half times monthly Rent.

Landlord's authority to use the Security Deposit does not permit Tenant to direct Landlord to use it for payment of Rent, Additional Rent, or any other expense or charge due Landlord under this Lease.

Tenant's Security Deposit shall be held in an interest-bearing account in a federally insured New Jersey bank or savings and loan association as set forth above, or in an institution as set forth in a separate notice to be given to Tenant.

If Landlord sells the Building containing the Apartment or transfers ownership for any reason, Tenant's Security Deposit shall be transferred to the new Landlord. After the transfer, Tenant shall be provided with the name and address of the new Landlord by registered or certified mail. The new Landlord shall then become solely responsible for return of Tenant's Security Deposit.

The Security Deposit and Tenant's portion of the interest, less deductions permitted by this Lease or New Jersey law, shall be returned to the Tenant within thirty (30) days after the expiration of this Lease. Tenant agrees to provide a forwarding address, in writing to Landlord to receive payment. Any deductions from the Security Deposit shall be described by Landlord in an itemized statement to accompany return of the balance.

15.) **LANDLORD LIABILITY FOR LOSS OR DAMAGE:** The Landlord or Landlord's agents, servants or employees shall not be liable for any damage or loss of any property, nor for any injury or damage to persons or property caused by or related to gas, electricity, water or any other cause of any nature whatsoever, unless caused by or due to the willful misconduct of Landlord, its agents, servants or employees.

Landlord shall not be liable to Tenant for any damage or loss caused by other Tenants. Tenant hereby waives all claims for injuries to persons for damages to property from use and occupancy of the leased Property by Tenant unless caused by or due to the willful misconduct of Landlord, its agents, servants, or employees.

Tenant shall hold Landlord harmless from any claim or injury to any person or damage to any property arising from use and occupancy of the Property by Tenant unless caused by or due to the willful misconduct of Landlord, its agents, servants or employees. Tenant shall reimburse Landlord as Additional Rent for all expenses and damages suffered by Landlord by reason any breach, violation or nonperformance by Tenant of any covenant of this Lease, or from any other cause due to the carelessness, negligence or improper conduct of the Tenant or his family, employees, visitors, invitees, servants, licensees or agents.

Nothing contained in the paragraph above shall be deemed a waiver of Tenant's implied warranty of habitability.

16.) **INSURANCE:** The Tenant is aware that the Landlord and Management Agency is not responsible for personal belongings or vehicles of the resident named herein nor Tenant's guests or invitees. The Landlord requires the Tenant to obtain at his sole cost and expense and to keep in force during the entire term of this Agreement a policy of "Renter's" insurance with extended coverage endorsement underwritten by an insurance company licensed to issue such insurance in the State of New Jersey in an amount sufficient to cover the insurable value of Tenant's personal possessions located on the subject Property.

17.) **DEFAULT AND REMEDIES:** Tenant may be evicted from the Apartment for violations of any of the provisions of this Lease or for any other reason permitted by law. Before beginning a legal action to evict Tenant, the Landlord shall give Tenant proper notice as is required by law. In the event Tenant has failed to pay Rent or Additional Rent, Landlord may begin an eviction proceeding.

Landlord may also sue Tenant for all damages resulting from Tenant's violation of any provisions of this Lease or the obligations imposed on Tenant by law, including but not limited to termination of the Lease prior to the expiration date. Damages may include Landlord's reasonable attorney's fees and other costs of bringing legal action.

If Tenant is evicted or terminates the Lease prior to the expiration date, Landlord shall resume possession of the Apartment. Tenant shall continue to pay Rent, Additional Rent and all other required fees until the Apartment is re-Rented and occupied. If the Apartment is re-Rented for less Rent than is paid by Tenant pursuant to this Lease, Tenant shall make up the difference to the end of the Tenancy of this Lease. If Landlord re-Rents the Apartment for more than Tenant is required to pay under this Lease, Tenant shall have no claim to the excess. In all cases, Tenant shall pay the reasonable expenses incurred by Landlord in re-Renting the Apartment.

18.) **FIRE, DESTRUCTION, CONDEMNATION:** Should the Property be partially damaged by fire or otherwise, the Landlord shall, at his election, forthwith cause to have said damage repaired. Provided the repairs can be made within 120 days under the laws and regulations of applicable governmental authorities, such partial damage or destruction shall neither annul nor void this Lease. Should the Landlord be unable to, or should the Landlord elect not to make such repairs, this Lease shall thereupon cease and the Tenant shall not be liable for any further Rent payments provided the fire or destruction is not caused by the negligence or intentional acts of the Tenant, the Tenant's guests or invitees.

Should the Property be rendered uninhabitable or be totally destroyed by fire or otherwise, or should any act of condemnation by any governmental authority render any portion of the Property uninhabitable, this Lease shall cease and the Tenant shall be liable for Rent only up until the time of such destruction; provided the fire or destruction is not caused by the negligence or intentional acts of the Tenant, Tenant's guests or invitees.

19.) **QUIET ENJOYMENT:** Tenant may live in and use the Apartment without interference subject to the terms of this Lease.

20.) **CONDITION OF APARTMENT AT TERMINATION OF LEASE:** At the termination of this Lease, Tenant shall leave the Apartment and all equipment and other property belonging to Landlord including appliances in clean and good condition, except for normal wear and tear from reasonable use. Tenant shall remove all of the Tenant's property and repair all damage caused by moving. If Tenant does not meet these obligations, Landlord may clean and repair the Apartment and any equipment or other property belonging to the Landlord. The Landlord's reasonable costs of cleaning, repairing and replacement shall be charged to Tenant or against Tenant's Security Deposit.

21.) **COMPLIANCE WITH LAWS:** The Tenant must comply with laws, order, rules, requirements of governmental authorities and insurance companies covering the property.

This Lease shall be governed and construed in accordance with the laws of the State of New Jersey. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which continue to be in full force and effect.

22.) **NO WAIVER:** If at any time Tenant makes a payment to Landlord for any amount which is less than the full amount due and owing to Landlord, Landlord's acceptance of this amount shall not be considered a settlement or satisfaction of full amount due. The Landlord shall be considered to have accepted the partial payment without prejudice and subject to Landlord's right to collect the balance and to exercise any and all other rights available to Landlord under this Lease and by law. Landlord's additional rights shall include the right to collect from Tenant all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations of the Tenant or rights of the Landlord under this Lease. These costs are due and collectible as Additional Rent.

The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not diminish in any way Tenant's obligation to comply fully with the terms of this Lease in the future. The failure of Landlord to insist upon strict performance also shall not diminish any rights or remedies that the Landlord may have under this Lease or waiver of any subsequent breach.

23.) **SUBORDINATION and TENANT'S LETTER:** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the Property, which include the Apartment. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to indicate such subordination.

If requested by the Landlord, the Tenant shall endorse a letter which states the Lease is in effect and the Tenant has no rights to the Apartment and Property other than what is stated in the Lease and that the Tenant has paid the Rent to date.

- 24.) RULES AND REGULATIONS: The Tenant shall comply with the following rules for safety and care of the Apartment and Building:
- 24.1) The comfort and rights of other tenants must not be interfered with. Annoying sounds, odors, and lights are not permitted. In addition, all Borough of Princeton municipal noise ordinances will be followed.
- 24.2) Locks may not be changed or new locks installed. All keys must be returned to Landlord at the end of the Lease Term.
- 24.3) No waterbeds are allowed.
- 24.4) The Tenant shall remove garbage and recycling daily to proper containers.
- 24.5) Cooking must be done in kitchens only. Cooking is not permitted on porches, balconies, or any common areas of the Building or grounds
- 24.6) The Tenant shall not obstruct the sidewalks, driveways, entrances, halls, stairs, or other public areas of the Building. There is to be no storage of personal items in any common area.
- 24.7) The Tenant is not allowed on the roof or restricted areas of the Building and grounds.
- 24.8) No washing machines or dish washing machines are allowed except as provided by Landlord.
- 24.9) The Tenant may not cause or permit any clothes, sheets, blankets, or any other laundry of any kind or other articles to be hung or displayed out of the windows, walls, or patios of the Building or parking areas.
- 24.10) During the months of October until May (the heating season) the Tenant will maintain the heat at a minimum setting of 55 degrees.
- 24.11) The Tenant shall not be permitted to wash any vehicles on the property.

The above list of Rules and Regulations may be reasonably amended from time to time at the Landlord's sole discretion. Tenant agrees to be bound by all promulgated Rules and Regulations as directed by Landlord. All subsequent rules and regulations must be reasonable and uniformly applied to all Tenants.

- 25.) NO REPRESENTATIVES: The Tenant has read the Lease and acknowledges that no oral representations have been made by the Landlord or Management Agency except as contained in this Lease.
- 26.) ENTIRE AGREEMENT: This Lease contains the entire agreement between the Landlord and the Tenant, and may not be changed except in writing signed by the Landlord and the Tenant.

SIGNATURES:

LANDLORD
Meechyi Guo

Date

TENANT

Date