



M 915-Apartment lease, long form, plain language, 5-86 ◇

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THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.\*

APARTMENT LEASE

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated, as follows:  
The words Landlord and Tenant include all Landlords and tenants under this Lease.

Landlord: 16 Bennett Street Urban Renewal Company, LLC  
P.O. Box 433  
Hoboken, NJ 07030  
Tenant(s): Joseph Appeah

Jointly and Severely

Apartment "304" in the Building at 16 Bennett Street, Jersey City, NJ 07304  
May 15, 2018

23,400.00

Date of Lease	Rent for the Term is \$
Term July 1, 2018	The Rent is payable in advance on the first day of each month, as follows: \$1,950.00 per month
Beginning June 30, 2019	
Ending by 12:00 PM	
Security \$0 deposited at SayRhino	
Name and address of bank, savings and loan association or investment company	
Broker: The Landlord and the Tenant recognize. DAN SILVERMAN AND MICHAEL REICHEL OF LIBERTY REALTY 131 WASHINGTON STREET HOBOKEN, NJ 07030 as the Broker who brought about this Lease. The LANDLORD shall pay the Broker's commission	
Additional Agreements:	
CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT. By signing this Lease, the Tenant and the Landlord acknowledge that they have received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firm involved in this transaction prior to the first showing of the unit. I, DAN SILVERMAN AND MICHAEL REICHEL as an authorized representative of. LIBERTY REALTY am working in this transaction as a transaction broker.	
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1. Possession and Use

The Landlord shall give possession of the Apartment to the Tenant for the Term. The Tenant shall take possession of and use the Apartment only as a private residence. Only a Tenant signing this Lease and the children of that Tenant may live in the Apartment. The Tenant shall not use the Apartment for any business, professional, unlawful or hazardous purpose. The Tenant must not allow the Apartment to be vacant for extended periods.

2. Rent

The Tenant shall pay the Rent to the Landlord at the Landlord's address.

3. Additional Rent

If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply to the Tenant as "additional rent." This includes reasonable attorney's fees incurred by the Landlord as a result of the Tenant's violation of any Lease agreement. The additional rent shall be due and payable as rent with the next monthly Rent payment. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent.

4. Security

The Tenant has given to the Landlord the Security stated above. It shall be deposited or invested by the Landlord and bear interest or yield other earnings as required by law. The balance of the interest or earnings, after deduction for the Landlord's administration expenses allowed by law, shall belong to the Tenant. The Tenants portion of the interest or earnings shall be permitted to compound, or shall be paid to or credited for the benefit of the Tenant as provided by law.

The Security shall be held in trust by the Landlord during the Term of this Lease, including any renewal or extension. It shall be used as security for the Tenant's compliance with the Tenant's obligations under this Lease. The Landlord may deduct any costs resulting from the Tenant's failure to comply with any agreement in this Lease. If the costs exceed the Security, the Tenant shall pay the additional amount to the Landlord. If the Landlord uses any of the Security during the Term, the Tenant shall promptly restore the Security to its original amount. The Security is not to be used by the Tenant for the payment of Rent without the Landlord's written consent.

Within 30 days after the end of the Term, the Landlord shall return to the Tenant (a) the Security and the Tenant's portion of the interest or earnings, less any charges made under this Lease, and (b) a statement itemizing the interest or earnings and any deductions. This shall be done by personal delivery, registered or certified mail.

If the Landlord's interest in the Building is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest or earnings to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given to the Tenant within 5 days after the transfer, by registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security plus the Tenant's portion of the interest or earnings. The new Landlord becomes liable to the Tenant for the return of the Security plus the Tenant's portion of the interest in accordance with the terms of this Lease.

5. No Assignment or Subletting

The Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease, (b) sublet all or any part of the Apartment or (c) permit any other

person to use the Apartment except as a temporary guest. **If Landlord's consent is given, Tenant shall pay \$40.00 per credit check and \$500.00 per new Tenant to Casa Blanca Management (administrative costs).** When the last original Tenant vacates, the lease shall be considered terminated and no renewal lease will be offered.

#### 6. Violation, Eviction and Re-entry

The Landlord reserves a right of re-entry which allows the Landlord to end this Lease and re-enter the Apartment if the Tenant violates any agreement in this Lease. This is done by eviction. Eviction is a court procedure to remove a tenant. The Landlord may also evict the Tenant for any one of the other grounds of good cause allowed by law. Eviction is started by the filing of a complaint in court and the service on a Tenant of the complaint and a summons to appear in court. After obtaining a judgment for possession and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the Apartment. If the cause for eviction is non-payment of Rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

#### 7. Damages

The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs.

After eviction the Tenant shall pay the unpaid Rent for the Term or until the Landlord re-rents the Apartment, if sooner. If the Landlord re-rents the Apartment for less than the Tenant's Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Apartment for more than the Tenant's Rent, the Tenant is not entitled to the excess. The Tenant shall also pay (a) all reasonable expense incurred by the Landlord in preparing the Apartment for re-renting and (b) commissions paid to a broker for finding a new tenant.

#### 8. Quiet Enjoyment

The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Apartment.

#### 9. Utilities and Services

The Tenant shall pay for the following utilities and services: (a) electric, (b) cooking gas, (c) heat (d) hot water (e) cold water (f) sewer

The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of services beyond the Landlord's control. This does not excuse the Tenant from paying Rent or the Landlord from promptly taking corrective action.

#### 10. Tenant's Repairs and Maintenance

The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant and the Tenant's family and domestic employees.
- (b) Promptly notify the Landlord of conditions, which need repair.
- (c) Take good care of the Apartment and all equipment and fixtures in it.
- (d) Obey any written instructions of the Landlord for the care and use of the appliances, equipment, and other personal property in the Apartment.
- (e) Keep the Apartment and any other part of the Building used by the Tenant as clean and safe as possible.
- (f) Promptly remove from the Apartment all garbage and debris and place in covered pails.
- (g) Use all electric, plumbing and other facilities safely.
- (h) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (i) Use no more electricity than the wiring to the Apartment or feeders to the Building can safely carry.
- (j) Do nothing to destroy, deface, damage, or remove any part of the Apartment, Building or grounds.
- (k) Keep nothing in the Apartment, which is inflammable, dangerous or might increase the danger of fire or other casualty.
- (l) Do nothing to destroy the peace and quiet of the Landlord, other tenants, or persons in the neighborhood.

- (m) Avoid littering in the Building or on its grounds.

#### 11. Landlord's Repairs and Maintenance

The Landlord shall:

- (a) Maintain the common areas of the Building in a clean condition.
- (b) Make any necessary repairs and replacements to the vital facilities serving the Apartment within a reasonable time after notice by the tenant.
- (c) Maintain the elevators in the Building, if any.

#### 12. Access to Apartment

The Landlord shall have access to the Apartment on reasonable notice to the Tenant to (a) inspect the Apartment, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to possible buyers, mortgage lenders, contractors and insurers.

The Landlord may show the Apartment to rental applicants at reasonable hours on notice to the Tenant within 3 months before the end of the Term.

The Landlord may enter the Apartment at any time without notice to the Tenant in case of emergency.

#### 13. No Alterations or Installation of Equipment

The Tenant may not make any changes or additions to the Apartment without the Landlord's written consent. This rule includes, but is not limited to:

- (a) Installation of paneling, flooring, built-in decorations, partitions, moldings, or any other fixture drilled into or attached to the floors, walls, or ceilings.
  - (b) Installation of any locks or chain-guards.
  - (c) Painting, wallpapering, or other decorations.
  - (d) Installation of any equipment or wiring.
  - (e) Change in the plumbing, cooking, air conditioning, electrical or heating systems.
- All charges or additions made without the Landlord's written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the Apartment at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs of any permitted changes and additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

#### 14. Fire and Other Casualty

The Tenant shall notify the Landlord at once of any fire or other casualty in the Apartment. The Tenant is not required to pay Rent when the Apartment is unusable. If the Tenant uses part of the Apartment for living purposes, the Tenant must pay Rent pro-rata for the usable part.

If the Apartment is partially damaged by fire or other casualty the Landlord shall repair it within a reasonable time. This includes the damage to the Apartment and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

Either party may cancel this Lease if the Apartment is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the Landlord and the Tenant will be binding on both parties.

This Lease shall end if the Apartment is totally destroyed. The Tenant shall pay Rent to the date of destruction.

If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family or domestic employees, the Tenant shall pay for all repairs and all other damages.

#### 15. Liability of Landlord and Tenant

The Landlord is not liable for loss, injury, or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant, the Tenant's family or domestic employees.

**16. Subordination to Mortgage**

This Lease and all renewals of this Lease shall be subordinate to all present and future mortgages on the Building, which includes the Apartment. In a sale of the Building arising out of a court proceeding known as a foreclosure, the holder of a mortgage on the Building may end this Lease. The Tenant shall sign all papers needed subordinate this Lease to any mortgage on the Building. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

**17. Tenant's Letter**

At the request of the Landlord, the Tenant shall sign a letter stating that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all of the Landlord's agreements in this Lease, (c) the Tenant has no rights to the Apartment and Building, except as stated in this Lease, (d) the Tenant has paid all Rent to date, and (e) the Tenant has not paid Rent for more than 1 month in advance. The letter shall also list all the property attached to the Apartment, which is owned by the Tenant.

**18. Notices**

All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this Lease and to the Tenant at the Apartment.

**19. No Waiver**

The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

**20. Survival**

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.

**21. Renewal Lease**

The Landlord must offer the Tenant a renewal to take effect at the end of the Term unless: (a) the Apartment is in an owner occupied house with not more than 2 rental units, (b) the Apartment is in a hotel, motel, or other guest house or part rented to a transient guest or a seasonal tenant, or (c) the Landlord has good cause as defined by law. The renewal lease may contain reasonable changes, including any change in the Term.

If the Landlord must offer a renewal, the Landlord shall notify the Tenant 120 days before the end of the Term unless the tenancy is month to month. The Tenant must notify the Landlord of the Tenant's acceptance or rejection of renewing their lease at least 90 days before the end of the Term. If the Tenant fails to notify the Landlord of the Tenant's acceptance, it will be considered a rejection. If the Tenant does not accept the renewal lease, the Tenant must vacate the Apartment at the end of the Term.

**22. Furniture**

If the Apartment is leased in furnished condition, the Tenant shall maintain the furniture and furnishings in good order and repair. A list of the furniture and furnishings is attached to this Lease as "Rider A". The Tenant's signature on Rider A means that the list is accepted as correct and all items are in good condition.

**23. End of Term**

At the end of the Term the Tenant shall (a) leave the Apartment clean, (b) remove all of the Tenant's property, (c) repair all damage including that caused by moving, and (d) vacate the Apartment and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear.

If the Tenant leaves any property in the Apartment, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property

**24. Binding**

This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

**25. Full Agreement**

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

**26. Rules and Regulations**

The Tenant shall comply with the following rules for the safety and care of the Building and for the comfort of the other tenants:

(a) The comfort and rights of other tenants must not be interfered with. Annoying sounds, odors, and lights are not allowed.

(b) Nothing may be placed on or attached to the roof, fire escapes, outside walls of the Apartment, or the common areas of the Building. Nothing may be attached to the sills or windows except drapery rods, shades and blinds. The Tenant shall not place signs anywhere.

(c) The Tenant must give to the Landlord keys to all locks. Locks may not be changed or new locks put in without the written consent of the Landlord. Doors must be closed and locked at all times. All keys must be returned to the Landlord at the end of the Term.

(d) No waterbeds are allowed.

(e) The Tenant shall remove garbage daily.

(f) Laundry machines, if provided by the Landlord, are used at the Tenant's risk and cost. Instructions must be followed. The Landlord may stop their use at any time.

(g) No dogs or other animals are allowed without the written consent of the Landlord.

(h) The Tenant shall obey the parking rules of the Building.

(i) The Tenant shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures. Nothing may be thrown out of windows. No one shall air, dry, or shake rugs, blankets or clothing out of windows.

(j) Deliveries must be made through the designated service entrance.

(k) Cooking must be done in kitchens only. Cooking is not permitted on porches or balconies.

(l) The Tenant shall not obstruct the sidewalks, driveways, entrances, halls, stairs or other public areas of the Building.

(m) The Tenant is not allowed on the roof or restricted areas of the Building and grounds.

(n) The Tenant shall conserve energy and water.

(o) The Tenant shall promptly comply with all laws, orders, regulations, rules and requirements of governmental authorities, insurance carriers, boards of fire underwriters or similar groups which are properly directed to the Tenant.

**27. Attorney Review**

1. *Study by Attorney.* The Tenant or the Landlord may choose to have an attorney study this lease. If an attorney is consulted, the attorney must complete his or her review of the lease within a three-day period. This lease will be legally binding at the end of this three-day period unless an attorney for the Tenant or the Landlord reviews and disapproves of the lease.

2. *Counting the Time.* You count the three days from the date of delivery of the signed lease to the Tenant and the Landlord. You do not count Saturdays, Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.

3. *Notice of Disapproval.* If an attorney for the Tenant or the Landlord reviews and disapproves of this lease, the attorney must notify the Broker(s) and the other party named in this lease within the three-day period. Otherwise this lease will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the lease that would make it satisfactory.

- 1) Rents received after the 5<sup>th</sup> of the month are subject to a 5% late charge plus \$5 per day thereafter to be considered "Additional Rent".
- 2) A \$50 bank charge will be imposed for any rent checks not honored or rejected by your bank; such charge shall be considered "Additional Rent".
- 3) If Tenant stops paying Rhino, a 1.5 month security deposit must be paid prior to lease renewal. If security deposit is not received by landlord within ten days of tenants failure to pay Rhino, tenant will be deemed in default of the lease
- 4) The Landlord reserves the right to pass along to the Tenant any increase in property taxes, water or sewer charges, in accordance with applicable Rent Laws.
- 5) The apartment can only be occupied by the persons(s) signing this Lease.
- 6) Unless due to negligence or willful misconduct, the Landlord is not responsible for:
  - a) Damage or loss to the Tenant's property resulting from fire, wind water, theft, or sewer backup. (The Tenant understands that it is their obligation to obtain insurance covering personal household possessions and liability insurance); b) loss or damage to the Tenant's possessions stored in storage room, if storage is available; c) the acts of other Tenants; d) property remaining in the unit after the lease or tenancy ends.
- 7) The Tenant shall pay for the cost of clearing clogged drains within the Tenant's unit.
- 8) No smoking in the common areas (hallways, lobby, gym, stairwell, garage, roof, back yard, etc.) and 10 feet of building's entrance.
- 9) The Tenant will provide the Landlord with copies of keys to the apartment if locks are changed or added.
- 10) Tenant is responsible for the upkeep of the boiler. Tenant will be responsible for any part on the boiler under \$100 after landlord provides it in working condition. Tenant will have boiler serviced for every winter. If boiler needs repair tenant will call PSE&G and notify owner if any repair is over \$100. Tenant responsible for repair and will be reimbursed for any cost over \$100. Owner is not responsible for lack of heat.

**Signatures**                      **The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.**

Witnessed or  
attested by:

As to Landlord

\_\_\_\_\_  
Landlord  
Casa Blanca Management, Inc  
For 16 Bennett Street Urban Renewal Company, LLC

DocuSigned by:  
*Joseph Appala*  
\_\_\_\_\_  
4209DBE0DFDD4D0...                      Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

DocuSigned by:  
*Dan Silverman*  
\_\_\_\_\_  
BECB7A7F25424B1...  
As to Tenant

**EPA and HUD Lead Paint Regulations, Effective September 6, 1996 <sup>1</sup>**

Landlords must disclose known lead-based paint hazards of pre-1978 housing to tenants.<sup>2</sup> Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet                      3141 Lead Paint Disclosure Form

<sup>1</sup> December 6, 1996 for owners of 1 to 4 residential dwellings.  
<sup>2</sup> Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

*\* Instructions to preparer: If you are not a real estate broker or salesperson licensed by the New Jersey Real Estate Commission, you may delete this language.*

## 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. The county prosecutor should be contacted for such further information as may be disclosable to you.

## ANNUAL CHILD PROTECTION WINDOW GUARD NOTIFICATION

Be advised that pursuant to P.L. 1995, c. 120 the owner, lessor, agent or other person who manages or controls a multiple dwelling shall, upon written request of a tenant, provide, install and maintain a child-protection window guard on the windows of each dwelling unit in which a child or children 10 years of age or under reside and on any windows in the public halls of a multiple dwelling (3 units or more) to which persons in the tenant's unit have access without having to go out of the building which any child or children of such age reside.


These requirements shall apply to all windows, except those windows which give access to a fire escape or which are on the first floor. In addition, the requirements shall not apply to any window in (1) an owner occupied dwelling unit, (2) a dwelling unit which is a part of a condominium or which is held by a proprietary lessee under a cooperative form of ownership, or (3) a dwelling unit occupied by a shareholder in a mutual housing corporation.

Notwithstanding any municipal ordinance to the contrary, expenditure mad pursuant to this act shall be deemed to be capital improvement costs, which may be passed on to the tenants of the multiple dwelling. No person shall obstruct or interfere with the installation of child -protection window guards required under the act, nor shall any person remove or otherwise render ineffective such window guards. All installations will conform with the New Jersey Department of Community Affairs regulation 5:10-27

### ACKNOWLEDGEMENT

Please sign below indicating that you have received this Window Guard Notification:

TENANT(S) NAMES 16 Bennett Street, #UNIT, Jersey City, NJ 07304

DocuSigned by:  
  
X 4209DBE0DFDD4D0...

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_