

# MILL ROCKS

## LEASE AGREEMENT

Apartment: \_\_\_\_\_

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**NOTICE TO PROSPECTIVE TENANTS**

361 Newark Avenue, LLC is exempt from the provisions of Jersey City's Rent Control Ordinance and will be exempt from any future rent control, rent stabilization or rent leveling ordinance of the City of Jersey City pursuant to *N.J.S.A. 2A:42-84.1 et. seq.* for a period of thirty years from completion of construction of the building. The undersigned is considering executing a Lease for Apartment \_\_\_\_ in the building known as Mill Rocks, located in Jersey City, New Jersey and has been furnished a copy of this notice by the Landlord prior to executing the Lease to the Apartment.

**Tenant** \_\_\_\_\_ **Date**\_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date**\_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date**\_\_\_\_\_

**RECEIPT OF SECURITY DEPOSIT**

This addendum will serve as notice to Tenant under *N. J. S. A. 46: 8-19* that a Security Deposit in the amount of \$\_\_\_\_\_ has been received by Landlord. This Security Deposit has been deposited in an interest bearing security account with \_\_\_\_\_ in a money market deposit account. Tenant should be aware that the interest rates on this account may change periodically.

**Tenant** \_\_\_\_\_ **Date**\_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date**\_\_\_\_\_

**THE PARTIES, LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL PROMISES IN THIS AGREEMENT (REFERRED TO AS "LEASE") UNDERSTAND AND AGREE TO THE FOLLOWING:**

**1. APPLICATION**

This Lease is conditioned upon Landlord's obtaining a favorable application, credit report and background check on Tenant based on the information and documents supplied by Tenant to Landlord. Tenant represents and warrants that all information and documents supplied by Tenant to Landlord in Tenant's application statement and elsewhere are true and accurate. In the event that such information is not accurate, or in the event that Landlord does not obtain a favorable credit report and background check, Landlord may declare this Lease null and void. Landlord shall not be liable for any damages caused by Tenant's failure to take possession. Tenant is required to renew their application annually.

The undersigned prospective Tenant agrees to a credit check and background check and to satisfy any other Tenant selection criteria before occupying the Apartment. Should Tenant take possession of Apartment before credit and background checks are complete, Tenant acknowledges that any misrepresentation in their application or subsequent renewal of application shall be immediate cause to terminate the Tenant's Lease.

**2. PARTIES AND DWELLING APARTMENT**

The parties to this Lease are **361 Newark Avenue, LLC**, referred to as Landlord, and \_\_\_\_\_, referred to as Tenant.

The Tenant understands and agrees that the term "Landlord" shall include Landlord's successors, assigns, and agents. A Managing Agent may act as agent for Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are jointly and severally liable. Landlord agrees to lease to Tenant Apartment number \_\_\_\_\_, referred to as the "Apartment", located **at 361 Newark Avenue, Jersey City, N.J.** in the "Property" known as Mill Rocks and may use the Apartment only as a private dwelling. Only the following persons will reside in the Apartment as part of the Tenant's household/family:

- 1.
- 2.
- 3.
- 4.

It shall be deemed a breach of this Lease Agreement and a substantial violation of the Landlord's Rules and Regulations if any other person is found to reside in the Unit. Each of these individuals, with the exception of any unemancipated minor child must be a signatory to this Lease. Any changes in Tenant's household/family occupancy must be immediately reported to Landlord in writing and are subject to Landlord's approval. The Tenant acknowledges that the Landlord has the right to approve any additional people being added to the Lease, including unemancipated minors and will make this information available to the Landlord in writing. Any written change to a lease after it has been executed incurs a \$500 service fee. The Tenant understands and agrees to comply with any applicable directives, policies, procedures, rules, regulations and guidelines, as established and amended from time to time by the Landlord and/or any Federal, State or local governmental entity having regulatory functions with respect to the Property.

Tenant hereby acknowledges receipt, review and agreement with the terms of the Rules and Regulations, which are annexed hereto. Tenant expressly agrees that any violation of the Rules and Regulations shall be good cause to evict Tenant or individuals residing in the Apartment in accordance with New Jersey's "Good Cause for Eviction" statute. If the Tenant (s) is not an individual (s), this Lease must be guaranteed by an individual meeting credit requirements of 234 Suydam Avenue Urban Renewal LLC, or managing agent, the guaranty of Payment attached hereto.

**3. TERM OF LEASE**

The term of this lease is for \_\_\_\_\_ starting on \_\_\_\_\_. The initial Lease term shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ **at 12pm noon. The Tenant must vacate the unit by no later the 12pm on the last day of the lease so the Landlord can prepare the unit for the new Tenant. Failure to vacate the unit by 12pm will incur a \$500 administrative fee.**

The Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least **forty-five (45)** days before the end of any term. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will be charged only from the date on which possession of the Apartment is actually made available to the Tenant. If Landlord cannot give possession within thirty (30) days after the promised initial term, the Tenant may cancel the Lease and receive a refund of advance rent and security deposit. No interest will accrue on any advance rent or security deposit money if Landlord cannot deliver possession.

**4. RENT**

**The Tenant agrees to pay Rent in the sum of \$\_\_\_\_\_ per month from \_\_\_\_\_, and \$\_\_\_\_\_ per month from \_\_\_\_\_, due on or before the first day of each month, unless changed as herein provided.** If Tenant is initially given the Apartment for part of a month, Tenant agrees to pay \$\_\_\_\_\_ for the partial month beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. **Aforesaid prorated rent is due on the first of the following month.** Landlord does not lose the right to any remedy by accepting either full or partial payment of rent, charges for utilities and other services, or surcharges. Landlord does not accept third party checks. The Rent is due in advance on the first day of every month whether a bill is received or not. **Rent will be paid electronically using the online Resident Portal.** The Landlord will set up the tenant profile and provide the tenant instructions.

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

## 5. CHARGE FOR UTILITIES AND OTHER SERVICES

Tenant understands and agrees that heat, air conditioning, hot / cold water and electricity are to be paid for directly by the Tenant and are not supplied by the Landlord. Before taking possession of the Apartment, Landlord will require that the Tenant provide proof that these utilities have been placed in the name of the Tenant.

Tenant agrees that the absence of utility services to the apartment unit will cause damage and destruction to the premises. Tenant further agree that if the absence of utility services is directly attributable to any act or omission of the Tenant, same shall be considered willful or gross negligence as defined in *NJSA 2A:18-61.1(c)*. Tenant's failure to transfer utilities into their name may result in the charge of an administrative fee in the amount of \$250.00. Additionally, the utility charges and administrative fee will be added to tenants rent bill as additional rent as defined in Paragraph 6.

## 6. ADDITIONAL RENT

If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for expenses incurred as "Additional Rent". Expenses, including late fees, utility charges, parking fees, pet fees, amenity fees, returned check fees, lock-out fees as described in Paragraph 7, damages, attorney fees, as described in Paragraph 24 and other associated costs, including statutory costs allowed and constable fees and additional security will be construed as Additional Rent and shall be due and payable in accordance with the monthly rental charge as described in Paragraph 4. If the Tenant fails to pay the Additional Rent, the Landlord will have the same rights as if the Tenant failed to pay the rental charge.

## 7. CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND LOCK OUTS

Tenant understands and agrees to pay, in accordance with Paragraph 6, an extra charge for late rent payments, returned checks and lockout fees as follows:

- A. **Late payments:** Rent shall be payable in advance on the first day of each month. Tenant shall pay rent plus all fees, charges and surcharges as per Paragraph 4. If the Tenant does not pay the full amount by the close of business on the **5th day of the month**, Tenant will delinquent and required to pay as additional rent an amount of **\$100.00**. This Administrative late charge is due with the monthly rent payment.
- B. **Returned Checks:** Tenant will pay a fee equal to the bank charge plus and administrative fee of **\$50.00** any time a check is not honored for payment. Landlord is under no obligation to continue to accept personal checks from any Tenant whose payments are repeatedly not honored for payment.
- C. **Lock-Out/ Lost Key Fee:** Tenant shall pay Landlord a "lock-out" fee of **\$50.00** for each time Landlord assists Tenant in gaining entry to his or her Apartment during regular business hours. The fee is **\$75.00** on evenings and weekends. This fee is due and payable when the service is provided. Landlord may waive the lock out fee at its discretion.
- D. **Missed Appointment Fee:** There shall be a **\$50.00** charge for the first refusal of the tenant to allow access to workmen or repairmen with appointments into the apartment or to break an appointment for repairs without first giving the Landlord at least 24 Hours notice. There shall be a **\$75.00** charge for any subsequent refusal or breaking of appointment without first giving Landlord at least 12 hours notice, said charges will be added to the Tenant's rent as additional rent and are due with the following monthly rent payment. This charge is for expenses incurred by Landlord to have these workmen come to the premises.

## 8. RENT SECURITY DEPOSIT RULES

Tenant is required to have on deposit \$\_\_\_\_\_ as a security deposit with Landlord. Landlord will hold this security deposit for the period Tenant occupies the Apartment in accordance with the New Jersey "SECURITY DEPOSIT LAW", as amended. Landlord shall put the deposit in an interest bearing account in Kearny Bank of New Jersey. Tenant acknowledges that this Lease constitutes notice under *N.J.S.A. 46:8-19 et. seq.* of where the Landlord has deposited the security.

The Security Deposit 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 to Landlord arising from Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant shall pay all monies necessary to keep the security deposit account at **one and one-half times** a full month's rent unless otherwise agreed.

Landlord has the right to apply any rent money received from the Tenant toward the Tenant's rent security to keep the security deposit account at one and a half times the current rent; that would cause the actual rent to be in arrears.

Acceptance by Landlord of less than one and one-half times monthly Rent at commencement of Lease Term does not relieve Tenant of Tenant's responsibility to maintain the Security Deposit at the required level upon Landlord's request, or at the time of future Rent increases. Any deficit in the Security Deposit shall be due upon demand by Landlord, and is to be considered Additional Rent under this Lease. If during the Term of this Lease, Landlord uses the Security Deposit for reimbursement of unpaid Rent, Additional Rent, or other expenses, Tenant shall restore the Security Deposit to an amount equal to one and one-half times the current monthly Rent.

## 9. DISPOSITION OF RENT SECURITY UPON VACATING APARTMENT

Rent security will be returned to the Tenant in accordance with New Jersey law, but only after the Tenant vacates apartment and only after all of the following conditions and procedures are satisfied:

- A. After Tenant has moved from the Apartment, Landlord will inspect the Apartment for damage and Landlord will permit Tenant to participate in the inspection if Tenant requests, and the requested inspection takes place during normal business hours.
- B. Landlord will refund to Tenant the amount of the Security Deposit together with interest less: 1) unpaid Rent, 2) any administrative fee which shall be an amount within that permitted by State Law, 3) damages that are not due to normal wear and

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

tear and are not listed on the initial Apartment Inspection Report as outlined in Paragraph 11 below, 4) any turnover fee charged and charges for repainting the Apartment, 5) any uncollected charges for damages to the Apartment as permitted under Paragraph 16, 6) charges for late payment of rent and returned checks, 7) charges for unreturned keys as noted in Paragraph 13, 8) any other unpaid charges due Landlord, 9) Professional cleaning.

- C. The apartment must be returned in the same condition as when Tenant started occupying, less reasonable use. Tenant understands and agrees that upon vacating the Apartment, the Tenant must thoroughly clean the kitchen appliances (including stove, refrigerator and dishwasher), thoroughly clean all bathroom fixtures, wash any wood and vinyl tile floors. Any cleaning expenses incurred by the Landlord to return the Apartment to the same condition as when the Tenant moved-in, allowing for reasonable wear and tear, shall be paid by the Tenant. Landlord will give Tenant a written list of charges that were deducted from the Security Deposit.
- D. Landlord agrees to refund the amount computed according to Paragraph 8 within thirty (30) days after the later of the end of the Tenancy or after the tenant has permanently moved out of the Apartment. The refund shall be made by mail or by personal delivery. Tenant is to advise Landlord in writing of the address to which the balance of the Security Deposit should be sent.
- E. If the Apartment is rented by more than one person, Tenants agree that they will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Tenant identified in Paragraph 2 of the Lease and be released from further obligation.
- F. Tenant understands and agrees the Security Deposit is not to be considered by Tenant as payment of the last month's rent.

### 10. USE AND OCCUPANCY

Tenant will occupy the Apartment exclusively as a private dwelling for Tenant and the children of Tenant and for no other purpose. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks. The Tenant shall not allow the Apartment to be used for business, professional or commercial use without the written permission of the Landlord. In no case will occupancy exceed the following:

- 0 Bedroom - 2 people
- 1 Bedroom - 2 people
- 2 Bedroom - 4 people
- 3 Bedroom - 5 people

Tenant understands and agrees that no animals are permitted without the prior written permission of the Landlord, which shall be granted at the Landlord's sole discretion, and, if granted, shall require the completion of an animal addendum to this Lease. The payment of such fee does not limit the amount that may be charged to Tenant due to damages caused by an animal.

### 11. CONDITION OF DWELLING APARTMENT

By signing this Lease, Tenant acknowledges that the Apartment is in safe, clean, sanitary and good condition and agrees to maintain Apartment in safe, clean, sanitary and good condition during the term of this Lease. Tenant agrees that all appliances and equipment are in good working order, except as described on the Apartment Inspection Report. Tenant also agrees that Landlord has made no promises to decorate, repair, or improve the Apartment, except as listed on the Apartment Inspection Report. In the event that the Tenant is signing this Lease before occupying the Apartment, Tenant will note any defects on the Apartment Inspection Report. Landlord will cure defect in a timely fashion. **Tenant(s) are aware and advised that the apartment is in an urban area with possible retail uses in the first floor of the building, which may include retail, restaurants, bars, and other establishments. Further, Tenants are aware that urban street noises may occur and Tenant acknowledges that those noises may be audible in the apartment.**

### 12. RENTERS INSURANCE

Tenant is advised that crime insurance is available to the Tenant. Tenant may make application for such insurance from its own insurance agent. Crime insurance policy at an affordable cost will protect Tenant against loss resulting from robbery or burglary of Tenant's apartment. Each Tenant is required to obtain "Renters" Insurance. Tenant agrees to hold both the Landlord and Managing Agent and their employees harmless from suit due to any loss of tenant's(s) personal property, and for personal injury sustained by the Tenant, Tenant's family or Tenant's guest while in the building or on the grounds. Landlord shall be named as an additional insured party on any insurance policy(s) procured by Tenant relative to the demised premises and tenant must promptly provide landlord with a copy of each and every policy. See attached Insurance Addendum.

### 13. KEYS AND LOCKS

Tenant agrees that Landlord will retain a passkey to the demised premises. Tenant agrees not to install additional or different locks or gates on any doors or windows of the Apartment without written consent of the Landlord. If Landlord approves Tenant's request, Tenant agrees to provide Landlord with a key for each lock. If Tenant requests that the Landlord replace the lock on the Apartment, all Tenants listed in Paragraph 2 of this Lease must provide written approval. The charge to change the lock is estimated **\$250.00**, subject to change based on contractor cost. When this Lease ends, Tenant agrees to give all keys for the Apartment to Landlord. Landlord will charge Tenant a lock change fee if any keys are lost or not returned.

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**14. OBLIGATIONS OF LANDLORD**

**A. Landlord will:**

1. Not unlawfully discriminate on the basis of race, color, religion, creed, national origin, sex, age, handicap, familial status or membership in a legally protected class;
2. Comply with all building and housing codes affecting health and safety.
3. Make necessary repairs and ensure that the Development is habitable;
4. Keep all common areas clean;
5. Provide and maintain garbage receptacles;
6. Respond in a reasonable time to service calls by the Tenant.

Tenant must notify Landlord promptly of any conditions requiring Landlord's attention.

**B. Window Guards**

PURSUANT TO NEW JERSEY LAW (N.J.S.A. SEC. 55:13A-7.14), THE LANDLORD IS REQUIRED TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN ANY APARTMENT LOCATED ABOVE THE FIRST FLOOR WHICH IS LEASED BY A TENANT WHO HAS A CHILD OR CHILDREN TEN YEARS OF AGE OR YOUNGER LIVING IN THE APARTMENT, PROVIDED THE TENANT MAKES A WRITTEN REQUEST TO THE LANDLORD OR THE LANDLORD'S REPRESENTATIVE. THE LANDLORD IS ALSO REQUIRED, UPON WRITTEN REQUEST OF ANY TENANT WHO HAS A CHILD OR CHILDREN TEN (10) YEARS OF AGE OR YOUNGER LIVING IN THE APARTMENT

TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS ON WINDOWS IN BUILDING HALLWAYS. Landlord may, at its option, recoup the costs associated with installation of the window guards through iadditional rent of \$25.00 per window guard N.J.Stat. 55:13A-7.13.

**Landlord is not responsible for the following:**

1. Damage or loss of Tenant's property resulting from fire, wind, water, theft, utility outage, sewer backup, roof or balcony leaks or otherwise (Tenant understands that it is the Tenant's obligation to obtain insurance covering personal household possessions);
2. Damage or loss of Tenant's property entrusted to Landlord's employees; Being the normal scope of their job or during the employee's personal time. Notwithstanding the foregoing, if any employee of the Landlord renders assistance in parking of an automobile or in handling the delivery of any furniture, household goods, or other articles at the request of Tenant and any unlawful occupant or at the request of any employee or guest of the Tenant, then such employee shall be deemed an Agent or the person making such requests from any and all loss or liability in connection therewith.
3. The removal, loss or damage of Tenant's possessions stored in parking garages or other common areas;
4. The acts of other Tenants;
5. The failure of the elevators;
6. Landlord is not responsible for any inconvenience/interruption of services due to repairs, improvements or for any reason beyond the Landlord's control;
7. Property remaining in the Apartment after the Lease or tenancy ends. Such property shall be considered to be abandoned and Landlord can either keep such property, sell it, or have it removed at Tenant's expense.

**15. RESTRICTION ON ALTERATIONS AND USE**

**A. Alterations**

Tenant shall not be permitted to undertake any alteration to the Apartment without the prior written permission of Landlord including, but not limited to the following:

1. Change, install or remove any part of the appliances, fixtures or equipment;
2. Paint or install wallpaper or contact paper in the Apartment;
3. Attach awnings or window guards to the Apartment;
4. Attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
5. Attach any shelves, screen doors, or other permanent improvements in the Apartment;
6. Install additional washing machines, dryers, fans, heaters, under sink water filters or air conditioners in the Apartment;
7. Place any aerials, satellite dishes, antennas or other electrical connections on the Apartment;
8. Install hot tubs, jacuzzi or water beds;
9. Install pressurized walls;
10. Drill, nail, or screw any objects into the walls, ceilings, partitions, or floors; Tenant shall be liable for any damages and contractor cost of restoring same or install blinds, shades, awnings or self-installed window guards;
11. Paint and/or tamper with or cover sprinkler heads in the Apartments or common areas.

Any alteration to the Apartment made by Tenant without written Landlord approval shall at the option of Landlord: (I) be removed by Tenant on demand from Landlord or (II) removed by Landlord with the cost of such removal to be paid for by Tenant.

Any alterations made with written Landlord approval shall become the property of the Landlord when completed and paid for by the Tenant. Such alterations shall remain as part of the Apartment at the end of the Lease term unless Landlord demands the Tenant remove them. The Tenant shall pay promptly all costs to restore the Apartment to its original condition. The Tenant shall not allow any mechanic's liens or other claim to be filed against the Landlord or Development. If any lien or claim is filed against the Landlord or Development, the Tenant shall have it promptly removed.

**B. Use**

The Tenant agrees **not** to:

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_



1. Sublet or assign the Apartment, or any part of the Apartment;
2. Use the Apartment for unlawful purposes;
3. Engage in or permit unlawful activities in the Apartment, in the common areas or on the project grounds;
4. Conduct any form of commercial business on demised premises or park any commercial vehicle or work truck in any parking area without permission from the Landlord;
5. Have animals or any kind in the unit without the prior written permission of the Landlord;
6. Make or permit any disturbing noises in the building by himself, his family, friends or employees; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of other Tenants;
7. Play upon or allow to be played upon any musical instrument, radio or television in the demised if the same shall disturb or annoy the occupants of the building;
8. Enter upon or attempt to enter upon the roof of the building (not including the roof deck);
9. Permit children to play in the public halls, stairways, elevators or any of the exterior landscaped areas; except those areas designated by the Landlord as play areas;
10. Encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways, and stairs, and shall keep and maintain same in a clean condition, free from debris, trash and refuse, and use same only for going into and going out of the respective apartment;
11. Leave baby carriages, bicycles or other wheeled objects in the halls, passageways, yards or grounds of the building.
12. Place any object so that it shall project out of any window;
13. Permit the plumbing facilities, toilets, or other water apparatus to be used for any other purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags nor any other improper articles be placed into same;
14. Waste water or any utility furnished by Landlord;
15. Do anything or permit anything to be done which will increase the rate of any insurance of the building;
16. Keep in the Apartment any explosives or volatile or inflammable materials, or keep the apartment in an unclean or unsanitary condition;
17. Lounge in the public halls, or in any common areaways, so as to prevent the flow of public or vehicular traffic;
18. Fail to permit Landlord to show the Apartment to any other person or persons during the hours of 9 a.m. and 7 p.m. with 24 hours notification by Landlord or intent to do so, after notification of Tenant's intention to vacate the premises;
19. Fail to permit reasonable entry to the Apartment at reasonable hours to permit inspection to make repairs, with entry at any hour in case of emergency;
20. Change any locks to any door or give keys to the apartment to anyone other than those occupying the apartment;
21. Maintain a water bed in the Apartment;
22. Smoke in the unit or in the hallways, stairways or common areas; or
23. Have loud or large guest parties.

## 16. DAMAGES

Whenever damage is caused to the premises maliciously, criminally, by carelessness, by misuse, by abnormal or unusual misuse, or by neglect on the part of the Tenant, his/her family, visitors, agents or contractors, Tenant agrees to pay the following as Additional Rent: Reasonable charges for all damages to the premises of the Development or Apartment (including equipment and/or appliances supplied to the Apartment). Charges for any damage may be made subject to current contractor costs; Tenant will be charged for the contractor cost of the repairs. **Tenant agrees that payment of all such shall be made within seven (7) days of the date charges are billed;** damage charges are considered Additional Rent (refer to Paragraph 6).

Tenant shall be obligated to pay its monthly rental charge for the period the Apartment is damaged, as aforesaid, whether or not the Apartment is habitable. Tenant shall reimburse the Landlord for any damages or injuries to the grounds or to trees, shrubs and plants in the development, caused by any member of Tenant's family, friends or employees. The Tenant agrees that the Landlord may add any actual damaged charge incurred to the Tenant's rent, and same shall be considered additional rent. For purposes of this paragraph, damages include clogged plumbing fixtures.

## 17. DESTRUCTION OF THE PREMISES: FIRE OR OTHER DISASTERS

If the Apartment is greatly damaged or destroyed by fire, or by the elements (wind or water), or other causes to the extent that the entire Apartment is rendered unfit for occupancy, or if the furnishings, if any, of Landlord be so damaged or destroyed as to be rendered unfit for use, this lease may be terminated, at the option of Landlord; but should the Landlord elect to repair or reconstruct said premises, and replace or repair said furnishings, Landlord shall do so as speedily as possible, and should the damaged be so extensive as to render the premises untenable, then the rent or a just and proportionate part thereof, according to the nature and extent of the damages, shall cease until the shall be repaired by Landlord, but the Tenant shall in no case be entitled to compensation or damage on account of any annoyance or inconvenience in making said repairs, or on account of such destruction.

If the damage is not caused or made worse by Tenant, Tenant will be responsible for rent only up to the date of the damage. Tenant shall immediately leave the Apartment and must, **within fourteen (14) days**, notify Landlord in writing of Tenant's desire to continue the Lease/tenancy or end the Lease/tenancy. However, if Tenant continues to occupy the Apartment they waive their right under this Paragraph.

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

**18. DEVELOPMENT'S RULES AND REGULATIONS**

Tenant hereby accepts and agrees to obey the Rules and Regulations of the Development. Tenant agrees to accept in writing and obey additional and/or changed Rules and Regulations established after the effective date of this Lease. The Tenant will receive written notice of any revised Rules and Regulations at least **thirty (30) days** before the Rule and Regulation is enforced. Failure to comply with the Rules and Regulations is a breach of covenant and cause for eviction under Paragraph 23. This Lease shall govern when there is a conflict between the Lease and the Development's Rules and Regulations.

**19. LIABILITY**

Landlord is not responsible for any injury to Tenant or other persons, or for any loss or damage to the property of Tenant or other persons, unless such injury, loss or damage is caused by the gross negligence of Landlord.

Tenant is responsible for any injury to persons or for any loss or damage to property caused by the act or neglect of Tenant or Tenant's family, employees, guests or invitees. Tenant is also responsible for failing to take action to prevent avoidable damage caused by flows of steam, electricity, gas, water, rain, ice or snow or by any leak in or from the Apartment. Tenant shall reimburse Landlord the costs for liability assessed to Landlord as a result of conduct for which Tenant is responsible, as described above.

**20. ACCESS TO APARTMENT BY LANDLORD**

- A. Landlord shall be allowed immediate access to the Apartment in emergency situations, for the purpose of making reasonable repairs, and periodic inspections. If Tenant is not present, Landlord may enter the Apartment using its copy of the Apartment key.
- B. The Tenant agrees to allow the Landlord to inspect the Apartment upon 24 hours by Landlord for non-emergency items.
- C. Failure of tenant to permit entry for repairs or inspection shall be a violation of this Lease and cause for eviction.
- D. If Tenant moves before the Lease ends, Landlord may enter the Apartment to redecorate, remodel, alter or otherwise prepare the Apartment for reoccupancy. Tenant is liable for rent during that time.
- E. Landlord and Landlord's employees and agents may enter the Apartment on reasonable notice to Tenant, and at reasonable hours of the day, to conduct inspections, make repairs and take other actions reasonably required for maintaining the Apartment and operating the Development.
- F. During the two (2) months immediately preceding expiration of the Term of this Lease or upon Tenant's notice that they are vacating the premises prior to the expiration of the Lease, Landlord and Landlord's employees and agents may enter the Apartment on 12-24 notice to Tenant and at reasonable hours, to show the Apartment to rental applicants. If Tenants denies access to the Apartment they may be liable for rent until Apartment is re-rented, even if tenant is vacating at the end of their lease term.
- G. If the Apartment is left unoccupied for an extended period or there is an emergency, Landlord may enter the Apartment without notice. Landlord is not responsible for failure to perform requested repairs to Tenant's Apartment unless Tenant is available during daytime hours to permit Landlord or Landlord's agents to enter the Apartment, or gives notice in writing to Landlord that Landlord may enter to make repairs.

**21. TENANT'S OPTION TO RENEW**

Landlord will notify Tenant approximately **forty-five (45) days** prior to the end of the Lease as to the intent of increasing Rent, if any, for the Apartment and substantial changes in the terms and conditions of the Lease. Tenant shall give Landlord written notice **thirty (30) days** before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the Apartment. In the absence of notice to the contrary, the Tenant will be deemed to have accepted all the terms, conditions and covenants including any increase in the monthly Rent and shall be required to sign a new Lease or be required to comply and execute a Notice to Quit and Notice of Increase. If Tenant fails to execute a new Lease, this expiring Lease shall automatically renew with all new provisions intact on a month-to-month basis upon all the same conditions except that the monthly rent shall be increased to the rent stated by the Landlord plus a month-to-month fee of \$50.

In the event this Lease is so renewed on a month-to-month basis, either party hereto may terminate this Lease provided that written notice of termination is given to the other party at least 45 days prior to the next rent due date. Tenant must vacate the Apartment on or before the last day of that month no later than 12pm noon and may not hold over beyond that day. Landlord may increase the rent payable by Tenant as a month-to-month Tenant at any time upon (30) thirty days written notice. Additionally, tenants who remain in an Apartment after giving the Landlord notice of their intent to vacate may be held responsible for double rent payments for the period that the Tenant shall continue to occupy the Apartment (N.J.S.A.2A:42-5).

**22. VACATING APARTMENT PRIOR TO EXPIRATION OF LEASE TERM OR WITH INSUFFICIENT NOTICE**

If Tenant vacates the Apartment at any time other than at the expiration of the Lease term, Tenant will be responsible for the monthly rent up to the term of the Lease or until such time as the Apartment is re-rented. In addition, and notwithstanding the fact that the Landlord either accepts, surrenders, or re-rents the Apartment, the Tenant will be charged a broken lease fee equal to one-month rent. This charge shall be in addition to charges levied by the Landlord on account of damage to the premises beyond reasonable wear and tear. In addition, if the Tenant vacates the Apartment at the end of the Lease term but fails to give the Landlord the full **thirty days** notice required under Paragraph 21, Tenant will be liable for monthly rent until such time as the Apartment is re-rented.

Notwithstanding the above, **a Tenant may pay an upfront Lease Break fee of 2 month's rent and be fully released from the Lease.**

**23. TERMINATION OF TENANCY BY THE LANDLORD**

Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any Lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable Lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction:

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

- A. Material non-compliance with the terms of this Lease including, but not limited to: non-payment of Rent, including Additional Rent and surcharges beyond any grace period available under State Law; failure to reimburse Landlord within thirty (30) days of repairs made by Landlord; repeated late payment of Rent; permitting unauthorized persons to live in the Apartment; serious or repeated damage to the Apartment or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alterations to the Apartment; refusing inspections/access; and giving Landlord false information regarding income or other factors considered in determining Tenant's Rent, surcharges and eligibility for a Apartment;
- B. Tenant actions which endanger the health, safety or welfare of other tenants residing in the Development, including but not limited to carelessness, negligence, physical confrontation, inflammatory or incendiary speech or social media posts;
- C. Tenant's material failure to carry out obligations under applicable State statutes, regulations, directives, policies, procedures or guidelines and local laws and ordinances;
- D. Tenant's failure to maintain the Apartment in a habitable condition or to care for his/her physical needs; Landlord may terminate this Lease provided a qualified third party has been consulted and concludes that the Tenant is no longer able to maintain the Apartment in a habitable condition or to care for his/her physical needs and, in addition, the Tenant cannot make suitable arrangements for someone to aid him/her in maintaining the premises in a habitable condition or in caring for his/her physical needs; Any determination by Landlord to terminate this Lease under this clause will be made in accordance with all applicable Federal and State Laws and Regulations;
- E. Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease;
- F. Material violations of the Development's rules and regulations, including making or permitting noises, odors, acts, speech, signs, or social media postings which disturb the peace, enjoyment and comfort of other Tenants or adjacent neighbors
- G. Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the Apartments and the same is granted by a court of law or equity;
- H. Abandonment of the Apartment by Tenant for a period of thirty (30) days or more;
- I. Tenant assaults or threatens the Landlord, the Landlord's managing agent, its employees or other tenants of the building;
- J. Tenant uses the Apartment for any use other than as a private dwelling, uses the Apartment for unlawful purposes or engages in or permits unlawful activities in the Apartment or in the common areas.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above, are grounds for his/her removal in an eviction proceeding. Landlord specifically reserves the legal right of re-entry in such circumstances.

**24. DEFAULTS AND REMEDIES**

In the event that this lease ends because of legal action by Landlord, Tenant shall pay Landlord all rent owed, including Rent until Apartment is re-rented, including and in addition thereto, attorney's fees, court costs, and any expenses incurred in repairing damages under Paragraph 16, and the turnover fee under Paragraph 22.

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 occupied by the new resident. Tenant acknowledges that they will be responsible for such time required to make Apartment available and ready for occupancy. 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 Term 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.

**25. ATTORNEY'S FEES AND COSTS**

Landlord is entitled to remove Tenant from the Apartment for good cause under New Jersey Law. If Landlord institutes legal proceedings to remove Tenant from the Apartment for good cause, including the collecting of Rent, Additional Rent or any other charges due and owing under the Lease, Tenant shall pay to Landlord court costs, costs for the preparation and filing of legal documents, reasonable attorneys' fees and all other costs of legal proceedings. Landlord is entitled to begin a legal action for nonpayment of Rent at any time after Rent is due and owing and not paid. Rent is due and Landlord is further entitled to Late Fees and costs when Rent remains due and owing after the fifth day of the month.

Landlord is entitled, as Additional Rent, to the court costs of filing and serving a complaint upon the Tenant. In addition to any filing fees, the Landlord is entitled to a reasonable preparation fee ("Preparation Fee") for the cost of preparing a summons and complaint. The summons and complaint may be prepared at any time after Rent becomes due and owing. The filing fees and Preparation Fee cannot be waived and are due as Additional Rent. If Rent is not paid on or before the sixth day of the month, and a summons and complaint is prepared. The Preparation Fee and filing fees must be paid with all other Rent and Additional Rent due in order for the legal action to be terminated.

If Landlord institutes legal proceedings to remove Tenant from the Apartment and the services of an attorney are required in order to resolve the matter either by court appearance, preparation of a consent to be filed in court or for any purpose, then Landlord is entitled to reasonable attorney's fees per hour in addition to the Preparation Fee and filing fees. Attorney's Fees are due and owing even if Tenant makes full payment of any outstanding Rent on the day of court. Any unpaid Attorney's Fees shall be deemed Additional Rent and must be paid with all other Rent due in order for the legal action to be terminated.

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

**26. NOTICES**

Landlord will give Tenant whatever notice is required by law, in the event Landlord begins an action to evict Tenant. If Tenant has failed to pay Rent or Additional Rent, Landlord may begin an eviction proceeding without first giving Tenant notice and Tenant's first notice may be receipt of a summons and complaint. Unless otherwise required by law, notices shall be given as follows:

- A. The Landlord's notice is given when handed to Tenant, mailed, emailed with response to Tenant, or left at Tenant's Apartment.
- B. Tenant's notice to Landlord is given when sent by certified mail or hand delivered to Landlord at the address at the end of this Lease; or emailed with response. Landlord shall notify Tenant of any change of this address in writing.
- C. All Lease/tenancy termination notices will specify the date that the Lease/tenancy will be terminated, and the reason for the termination.
- D. All Notices to Quit and Notice of Rent Increase will state the new amount the Tenant is required to pay and the date the new amount is effective. Landlord is to notify Tenant in writing approximately **45 days** prior to the effective date of a rent increase. Month-to-month tenants shall be given at least 30 days notice.

**27. CONTENTS OF THE LEASE**

The Lease, as may be amended, makes up the entire agreement between Landlord and Tenant. Any change to this Lease must be in writing and must be executed by both Tenant and Landlord, unless otherwise provided herein. Any written change to the lease during the term of the lease incurs a \$500 administrative fee. If any court declares the provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease does not prevent future enforcement of that provision. In the event of the sale or lease of the Development, the new Landlord will assume the obligations under this Lease.

**28. SUBORDINATION**

This Lease and Tenant's rights are subject and subordinate to all present and future underlying leases and to all present and future mortgages of the Property and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages on the Property are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

**29. MAJOR REHABILITATION**

Should the Landlord undertake a major rehabilitation of the Apartment or the Property, the Tenant agrees to temporarily relocate during the rehabilitation period to permit the work. The monthly rent will be abated during this period.

**30. ACCEPTANCE OF RENT AFTER NOTICE TO QUIT**

In the event Tenant holds over beyond the term of the Lease or holds over beyond the date set forth in a lawful notice to quit and vacate, Landlord may accept payment of money, in the amounts set forth in Paragraph 22, as and for the use and occupancy of the premises until Tenant vacates or is evicted pursuant to execution of a warrant of removal issued by the court. Landlord's acceptance of said sums of money in the amount of the rent for use and occupancy shall not be deemed a waiver of any notice to quit or expiration of the Lease term, nor shall said acceptance be deemed the continuing of, or creation of a tenancy.

**31. NON-WAIVER**

Failure of the Landlord to insist upon the strict performance of the terms, promises, agreements and conditions shall not waive or relinquish the Landlord's right thereafter to enforce any such terms, promises, or conditions. If at any time Tenant makes a payment to Landlord for any amount which is smaller than the full amount due and owing to Landlord, Landlord's acceptance of this smaller amount shall not be considered a settlement or satisfaction of the full amount due. In these circumstances, 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 attorneys' 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.

**32. EXEMPTION FROM RENT CONTROL**

The Apartment is exempt from the provisions of Jersey City's Rent Control Ordinance and will be exempt from any future rent control, rent stabilization or rent leveling ordinance of the City of Jersey City pursuant to *N.J.S.A. 2A: 42-84.1 et. seq.* for a period of thirty years from completion of construction of the building.

**33. INJURIES/DAMAGE TO PROPERTY - INSURANCE**

Tenant has a positive responsibility to protect human life from harm or injury, to protect personal property, the Apartment, the Development and any adjacent properties owned by Landlord from and against loss, damage or destruction, no matter how caused. Landlord will not be responsible for loss, damage, costs or expenses involving any Tenant's property unless due to solely gross negligence or willful misconduct of Landlord. Tenant will indemnify and hold the Landlord harmless from and against any damage to property and injuries to the public, including legal fees. **Tenant is responsible for securing insurance on its own property. Landlord does not provide insurance for Tenant.**

**34. 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, (c) allow anyone to reside in the Apartment not listed in Paragraph 2 or approved by Landlord in writing, (d) give accommodation to boarders or lodgers, whether paying or not, or (e) permit any other person to use the Apartment as a temporary guest for more than two (2) weeks. **Tenants will not use AirBNB or any similar service.**

**35. SECURITY ACKNOWLEDGMENT AND WAIVER**

The Landlord does not promise or in any way guarantee the safety or security of the Tenant's person or property against the criminal actions of other residents or third parties. The responsibility of protecting the Tenant, the Tenant's property, family, guests, agents and invitees from acts of crime is the responsibility of the Tenant and the law enforcement agencies. Landlord takes no responsibility for lost, stolen, undelivered, or mis-delivered packages or mail and is not obligated to review security camera images to identify the loss. Requests to review security cameras images may be approved at \$150/hr. Landlord does not warrant or imply that access controls, alarm systems, devices, or personnel employed at the Property, if any, will be operable at any given point in time or will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, the Landlord reserves the right to reduce, modify or eliminate any access control, alarm system, device or personnel (other than those statutorily required) at any time; the Tenant agrees that such action will not be a breach of any obligation or warranty on the Landlords part.

Tenant agrees to promptly notify Landlord in writing of any problem, malfunction or failure of lights, door locks, window latches, controlled access gates, if any, intrusion alarms, if any, and any other security-related device. Tenant acknowledges that Tenant received no representation or warranties, either expressed or implied, as to any security or any security system on the Property. Landlord has not in any way stated or implied to Tenant that the security of any person or Tenant's property was or is provided or that the Property and/or surrounding neighborhood has been or will be free of crime. Tenant agrees that the Landlord will not be liable to Tenant based on any claim that security was not provided. Tenant agrees to release and hold Landlord harmless from claims arising out of criminal acts of other residents and third parties. Tenant acknowledges that this will be binding on Tenant's heirs, successors and assigns. Nothing in this paragraph purports to modify any obligation or duty owed by the Landlord to Tenant under applicable law.

**36. CRIMINAL ACTIVITIES.**

Neither Tenant nor Tenant's family, guests, invitees or agents will engage in or facilitate any criminal activity on the Property 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 a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of a controlled dangerous substance C.D.S. (NJS 24:21, et seq.) in the apartment or premises shall be deemed conclusively to impair physical and social environment of the apartments and premises and is a substantial violation of the Tenant's obligation to use its dwelling unit "solely for residence by the family," It is also a violation of New Jersey Housing Law and subjects Tenant to eviction on 3 days notice pursuant to NJS 2A:18-61p.

Violation of this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation may be grounds for your eviction.

**37. STATUTORY ACKNOWLEDGMENTS**

Tenant has examined and knows the contents of this Lease agreement and agrees to be bound by it. Tenant acknowledges that she/he had an opportunity to have this documents reviewed by an attorney of her choice. All promise made by Landlord are in this Lease. Tenant certified that she/he has received a copy of this agreement and a copy of the following documents and understand these.

Tenants acknowledge receipt of a copy of the Certificate of Registration for the Housing Development pursuant to N.J.S.A. 46:8-29. Tenants acknowledge receipt of a copy of the Truth-In-Renting Statement and further acknowledge that they have been advised that a copy of the Truth-In-Renting Statement is available online in English and Spanish at [http://www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html) and at the Management Office for inspection pursuant to N.J.S.A. 46:8-46.

Tenants acknowledge that they have been notified that applications and information regarding Crime Insurance may be obtained from New Jersey Underwriters Association Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey 07102 pursuant to N.J.S.A. 46:8-39.

Tenants may be registered with The Registry Inc., a consumer-reporting agency for real property transactions. At the end of this Tenancy, the closing status will also be reported. A faithful performance of Tenants Rental Agreement/Lease obligations and a satisfactory termination of your tenancy will reflect favorably on your real property consumer file. Misconduct and/or a breach of Tenants performance on your Rental Agreement/Lease will reflect badly on Tenants real property consumer file and may hamper Tenants ability to obtain desired housing in the future. Under Federal Law, Tenant has the right to know the contents of Tenants consumer file, if any. Write to: The Registry, Inc., Consumer Relations Dept., 6800 Bird Road, #384, Miami, FL 33155. Tenants may ask for a Request for Disclosure Form, which will further inform Tenant of their rights and will request identifying information.

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

**38. GARBAGE / RECYCLING**

Tenants agree at his sole cost and expense, to comply with all present and future laws, orders and regulations, Commissions and Boards regarding collection, sorting, separation and re-cycling of waste products and in accordance with the rules and regulations which are attached to this lease and the rules and regulations of the municipality. Tenant shall sort and separate such items in categories as rules and regulation adopted by Landlord for the sorting and separating of such designated recyclable materials. All trash will be bagged prior to disposal in the garbage chute.

Landlord reserves the right, where permitted by law, to refuse to accept from tenant any waste products, garbage, refuse or trash, which is not separated and sorted as required by law. Tenant shall pay all expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Paragraph including a \$250 administrative fee. Tenant shall be liable to the owner, for any costs, expenses, fines, damages or disbursements, including attorney's fees incurred by owner by reason of Tenant's failure to comply with this paragraph 38, and shall indemnify, defend, and hold harmless Landlord from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord.

Tenant's noncompliance with any provision of this paragraph 38 shall constitute a violation of substantial obligation of the tenancy and Landlord's rules and regulations.

\_\_\_\_\_  
Tenant, Date

\_\_\_\_\_  
Tenant, Date

\_\_\_\_\_  
Tenant, Date

\_\_\_\_\_  
Tenant, Date



**39. ATTORNEY REVIEW CLAUSE:**

**(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 or 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), Landlord, Managing Agent 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.

**IN WITNESS WHEREOF**, the parties have signed this Lease.

**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

**LANDLORD 361 Newark Avenue, LLC.**

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

By: \_\_\_\_\_  
**Point Capital Development, LLC**

**Managing Agent**

**Payments & Notice to Landlord shall be sent c/o:**

Point Capital Development, LLC  
PO Box #4  
Jersey City, New Jersey 07303



**MOVE IN/MOVE OUT RIDER**

**YOU MUST VACATE YOUR UNIT BY 12PM (noon) ON THE LAST DAY OF YOUR LEASE TO ALLOW THE LANDLORD TIME TO PREPARE THE UNIT FOR THE NEXT TENANT. FAILURE TO VACATE BY 12PM WILL INCUR A \$500 ADMINISTRATIVE CHARGE**

Tenant agrees to abide by the following additional Lease Terms:

1. All move ins and move outs must be scheduled with the Management Office. Tenant agrees that he/she will only move in or out during the scheduled time or they will be charged an amount of \$250.00 for inconvenience caused to the building and other residents. Move ins may be scheduled Monday through Saturday between the hours of 9 AM and 4 PM if there is availability in the schedule. Move outs may be scheduled Monday through Saturday between the hours of 9 AM and 4 PM depending upon availability in the schedule. All scheduling is done on a first come first serves basis and the Landlord will not be responding for any loss on the tenants part should they not be able to move in or out due to scheduling conflicts.
2. Tenant agrees to put on deposit an amount of \$250.00 prior to move in and move out to cover the cost of damages or other costs. This deposit will be returned within a week of moving in or out. No move ins or outs will be scheduled without this deposit.
3. Tenant agrees to provide us with an insurance certificate from their moving company listing the Landlord as an additional insured party. If Tenant is not using an insured mover Tenant agrees to hold landlord and its agents harmless from any and all property damage and personal injury to any parties.
4. Tenant will use only one elevator to move.
5. Tenant will only move in or move out through the area designated by the Management office.
6. All items must be removed from the Apartment during scheduled move out. Any itemed left in the Apartment after the scheduled move out will be considered abandoned and will be disposed of by the Landlord.
7. Any large item(s) left behind as garbage will be charged a reasonable fee, approximated by the following:
  - a. \$50: Eg. mattresses, box springs, couches, dressers, or bed;
  - b. \$25: Eg. smaller furniture, coffee tables, small shelves, etc;
  - c. \$35: Eg. Televisions, computers and other electronics
8. If Tenant is late for a scheduled move in or move out and another move is scheduled Tenant must relinquish control of the elevator and allow the scheduled move to occur even if this means they must wait to complete their move. Any cost incurred will be the sole responsibility of Tenant who was late.

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

## RULES AND REGULATIONS FOR APARTMENTS

Tenant and Tenant's co-occupants and visitors shall comply with the Rules and Regulations of Landlord in effect at the time this Lease is signed provided for the Tenant. Tenant accepts these Rules and Regulations and agrees that they are made a part of this Lease.

Landlord shall not be responsible for any injury, loss, or damage to persons or property resulting from violation of any Rule or Regulation, whether by Tenant, Tenant's family, co-occupants, employee or visitor or by any other Tenant.

If Tenant fails to comply with these provisions, such failure shall be a breach of the Lease, and, Landlord may, after notice to Tenant, take all such reasonable steps needed to perform Tenant's obligations. Tenant shall reimburse Landlord for costs incurred by Landlord and for any damages to the Apartment or Development caused by the act or neglect of Tenant or anyone residing in or visiting the Apartment. The costs shall be due and collectible as Additional Rent, and may be deducted from the Security Deposit or charges against the surety bond. In addition to Landlord's other Rules and Regulations, Tenant shall comply with the following rules for the safety, care and cleanliness of the Apartment and for the health and general welfare of the other Tenants:

### A. CONDUCT AND COURTESY IN COMMON AREAS

1. No drying of clothes or hanging of political material of any kind is permitted anywhere on the outside of the buildings or common areas including unit doors. No shaking of mops or rugs out of the windows is permitted.
2. The sidewalks, halls, passages or stairs should not be obstructed by the Tenants, their visitors, or their property, or used by them for any purpose other than entering or exiting to and from their respective Apartments. No items are permitted to be stored or left in halls, at/on Apartment entrance doors or stairwells. No loitering or hanging around the entrance or entry ramps is permitted.
3. Bicycles, tricycles, baby carriages, and other vehicles of this kind should not be kept in the halls, on the sidewalk, in stairwells or grounds at any time.
4. Children are not permitted to play in hallways, on the roof, stairways, basements or elevators. Tenants do not have access to roof (other than the common roof deck) unless in case of emergency to avoid damage to the roof membrane.
5. Tenants, their children or anything acting as an extension or agent of Tenant are not permitted to destroy lawns or shrubs, dig, or in any way molest or destroy building grounds or public plaza.
6. No parking is permitted in any driveway.
7. There shall be no feeding of animals, birds or doing anything that will attract animals or birds to the property of the building. The feeding of animals and birds brings other vermin.
8. No entry and exit doors shall be propped open or locks rendered inoperable. Fire exit doors are for emergencies only and not to be used for normal entry and exit.
9. Tenant agrees to keep the volume of any radios, stereo systems, televisions, or musical instrument sufficiently reduced at all times so as not to disturb the neighbors and shall not make any other noises or acts which disturb the peace, enjoyment and comfort of other tenant or neighbors of adjacent buildings. Written complaints from Tenants or neighbors shall be sufficient cause for the Landlord to proceed in a Summary Dispossess against the Tenant. Quiet time is 10pm-6am Mon-Thurs and 11pm-8am Fri-Sun.
10. Tenant's guests shall not bring any animals on the Property or in the building.
11. Each Tenant is responsible for the actions of their guests whether invited or uninvited including such actions which may cause damage to the common areas, including entrances, hallways, elevators, grounds, etc. or which may disturb the peace and enjoyment of other Tenants in the building or neighbors in adjacent building.

### B. CARE OF THE APARTMENT AND PROPER USE OF ITS EQUIPMENT AND FACILITIES

1. No animals are permitted in any Apartment at any time, except by agreement of Landlord by the Animal Addendum, executable at Landlord's options. Tenant also acknowledges that at no time are animals allowed in common areas unless on a leash and only to enter or exit the Property. In the event Tenant violates this provision and allows an animal to occupy our common areas, Tenant acknowledges that the Tenant will be responsible to pay a \$250 fee, which shall be collectible from Tenant as additional rent.
2. The bathroom facilities should not be used for any other purpose than those for which they were constructed, and no rubbish, rags, ink, chemicals, garbage, disposable diapers, shall be flushed into them.
3. Never dispose of cooking oils or grease by flushing in the toilet or pouring down sink or bathtub drain. The grease congeals and hardens in the traps in the basement and causes the sewers to back up. Save used oil or grease in a can or empty milk container in the refrigerator, and when full and after hardened you may dispose of it in a plastic bag in the compactor chute.
4. All doors and windows should be locked before leaving Apartment to prevent damage from rain to floors, walls, windowsills, etc., and for the Tenant's personal safety.
5. Tenants should not install, paint on, or expose any sign, notice, advertisement, illumination or projection out of the windows or on exterior of buildings.
6. If the Tenant desires additional telephone or other communication connections, the wires must be installed without damage to the premises or the Tenant will be held responsible for any damage caused by the installation or removal of such equipment.

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

7. Tenants should not place any nails, bolts, or screws in walls, floors, doors or trim which may unreasonably damage premises. Tenant will be responsible for any cost involved to repair such damage.
8. Tenants are not permitted to install radio or television aerials, including satellite dishes of any description on or in the buildings, or hanging from the windows or balconies.
9. Tenants must not use any glue or cement in laying carpets, rugs, or linoleum on the floors. No alternative carpeting may be installed without written permission of owner. If it is, Tenant shall pay for all floor restoration required.
10. No wallpaper or contact paper is permitted on walls. Mirrors are not to be glued to walls. If applied, the Tenant will be charged for removal and/or restoration of the wall upon move out.
11. No Apartment may be used for baby-sitting or childcare for pay or any other business purpose without written consent.
12. Tenant must give Landlord prompt notice of any defects or malfunction of the plumbing, fixtures, appliances, heating apparatus or any other matters in the Apartment needing repairs.
13. No additional washing machine or dryer is permitted in any Apartment.
14. Tenant shall take good care of the Apartment and the fixtures and equipment in it. Tenant and Tenant's family, employees and visitors shall conduct themselves in an orderly and lawful manner.
15. Tenant shall promptly comply with all laws, orders and other requirements of government authorities and any board of fire underwriters or the like.
16. Tenant shall comply with the requirements and recommendations of Landlord's insurance carriers and permit nothing to be done in the Apartment, which would cause an increase in the cost of Landlord's fire or liability insurance.
17. Tenant shall make no alterations to the Apartment without prior written consent of the Landlord.
18. No cooking shall be done in any room except in the kitchen and only in the stove or microwave provided.
19. Nothing may be stored in the common areas or exterior landscaped areas.
20. Political, religious or personal materials shall not be placed, hung or attached to windows or to the outside of the building, common areas or on the door of the Apartment.
21. Tenant shall promptly report to the Management Office when any equipment or part of the Apartment is in need of repair. If it is Tenant's belief that a needed repair to the Apartment is essential to the habitability of the Apartment, Tenant shall report to the Manager the needed repair in writing, and shall send written notice to the Landlord as required under this Lease. Otherwise, no requested repair will be considered to be a repair which would affect Tenant's ability to inhabit the Apartment and enjoy its full use. It is Tenant's responsibility to maintain the Apartment, and Tenant is responsible for any repairs due to damage done by Tenant. Landlord expects Tenant to notify Landlord immediately of any problem and will accept no responsibility for any repair to the Apartment until and as of the date Landlord receives written notification.
22. Tenant shall keep windows of the Apartment clear inside and out, shall not permit the accumulation of garbage in the Apartment and shall deposit trash and garbage in the areas so provided.
23. Tenant must keep Apartment doors closed and locked at all times. Tenant shall not change or add any locks
24. Tenant shall not interfere with or disturb the comfort and rights of other Tenants. No annoying sounds, lights or odors shall be permitted.
25. Tenants are responsible to observe and control the activities of their children at all times in all parts of the building. Tenants will be responsible for any damage done by their children to landscaping or to any other part of the premises. If Landlord designates certain areas as play areas for children, children are required to confine their play to those designated areas. Parents and Guardians must be in sight and physical control of their children. By receipt of these Rules and Regulations, Tenant agrees to this paragraph.

**C. HEALTH, SAFETY AND DISPOSAL OF REFUSE**

1. Tenants must keep their Apartments in a clean and sanitary condition free from accumulated boxes, cartons, old furniture and garbage. Tenant shall comply with all health and sanitary codes.
2. Tenants should report to the Management Office any case of infectious or contagious disease occurring in the premises and also report the presence of insects or vermin in any Apartment or hallway.
3. Tenants must not keep or use any explosives or fulminating materials or cans of paint, turpentine or any other flammables anywhere in the Apartment building.
4. To prevent infestation of vermin in garbage or resulting from garbage in each Apartment, proper household garbage cans should be used with covers. The cans should be lined with plastic garbage bags that will not break or leak. Children are not to carry garbage to the compactor room for their own safety and to reduce damage to the Property.
5. All refuse and garbage shall be handled in the following manner:
  - A. Wet garbage shall be kept only in plastic bags held in containers in the Apartments. Such wet garbage shall be disposed of by depositing same, contained in the plastic bag sealed and tied in the compactor chute through the opening provided in the compactor closet on the Tenant's floor. If wet garbage is dropped in the halls or compactor room, it is to be picked up by Tenant and the area cleaned.
  - B. Items that are bulky or would clog the compactor chute such as bundles of newspapers, old clothes, brooms, hangers, mops, sticks, cardboard boxes, should be brought to the Area designated by the Manager. If in doubt about where these items should be deposited, call the Manager of the Property to ask.

- C. Very large items, such as rugs, couches, pillows, etc., should not be deposited in the compactor chute or compactor room but, again should be deposited in the area designated by the Manager. **Landlord reserves the right to charge a reasonable fee to dispose of large items.**
- D. Tenant will allow Landlord access to Apartment for extermination in accordance with a schedule as set forth by the Landlord.

**D. USE OF UTILITIES**

- 1. The Tenant is separately metered and pays for hot and cold water and should not waste or unreasonably use water or other utilities.
- 2. Tenants are to use water only for household use and shall comply with all conservation rules and regulation. This means there shall be no use of outside water for washing cars or filling hot tubs or waterbeds or any other purpose.
- 3. Any tapping or unauthorized use of cable TV, common area electric outlets, bulbs or Internet connections shall be considered willful damage and theft of services.

**DI. MOVING IN/OUT**

- 1. All moving must be done in accordance with the Move In/Out Requirements, which must be executed by the Tenant prior to scheduling a move. Moves are 2 hours in duration and are permitted Mon-Sat 9am-4pm.
- 2. **Tenants must vacate their unit by 12pm noon or the last day of the lease term to allow the Landlord time to prepare the unit for the next Tenant.**
- 3. Tenant must deposit the cash sum of Two Hundred Fifty Dollars (\$250.00) with the Landlord prior to the scheduling of a move in/out.
- 4. All moves must be scheduled with the Management Office on a first come/first serve basis

Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_\_

## ESTIMATED DAMAGES AND REPAIR SCHEDULE

### Billable Charges to Tenants:

Request to change light bulb:	
• Hallway, Dining Area, or Bathroom	\$10.00 each
• Kitchen	\$12.00 each
Clean heat pump/air conditioner filters	\$15.00 each
Instruction for cleaning filters	No Charge
Appliance parts worn or broken by tenant	* Cost of part plus 15%
Change of Apartment lock	\$150.00
Additional Apartment keys	\$25.00 each key
Change of mailbox lock	\$20.00
Additional mailbox keys	\$10.00 each key
Residential lock-out	\$50.00 M-F; 7am-7pm, \$75.00 after 7pm and weekends
<b>Replace fob</b>	<b>* Estimate cost \$25</b>
<b>Replace shades or blinds</b>	<b>*Estimate cost \$250 plus labor</b>
<b>Replace automatic shade remote</b>	<b>* Estimate cost \$100</b>
<b>Replace closet, bedroom, or bathroom door</b>	<b>* Cost of materials plus \$50.00</b>
<b>Replace broken windows</b>	<b>* Cost of window plus labor</b>
Clogged toilet, sink(s), bathtub	No Charge – 1 <sup>st</sup> incident; \$75.00 each following
Transition strips	\$35.00 each
Miscellaneous items	* Cost of parts plus labor

### **AREA SPECIFIC CHARGES**

#### **FRONT DOOR**

Entrance door	*Replacement cost + \$175 installation fee
Exterior lock set	\$350.00
Exterior deadbolt	\$350.00
Damaged interior	\$50.00 @ \$5 installation fee
Damaged interior lock set	\$150.00

#### **KITCHEN**

##### Refrigerator:

- |                           |  |
|---------------------------|--|
| • Damaged/Non functioning | * Replacement cost + \$50 installation fee |
| • Racks Missing           | * Replacement cost                         |
| • Crisper Drawers         | * Replacement cost                         |
| • Crisper top             | * Replacement cost                         |
| • Door Handles            | * Replacement cost                         |

##### Microwave:

- |                         |              |
|-------------------------|--------------|
| • Missing filters       | \$20.00 each |
| • Filters not cleaned   | \$15.00 each |
| • Microwave not cleaned | \$20.00      |
| • Replace surface bulbs | \$10.00 each |

##### Dishwasher:

- |                          |  |
|--------------------------|--|
| • Damaged                | * Replacement cost                         |
| • Installation Fee       | \$50.00                                    |
| • Utensil Basket Missing | * Replacement cost                         |
| • Rack Missing           | * Replacement cost                         |
| • Front panel            | * Replacement cost + \$25 installation fee |

##### Range:

- |                           |  |
|---------------------------|--|
| • Damaged/Non-functioning | * Replacement cost + \$35 installation fee |
| • Broiler pan missing     | \$30.00                                    |
| • Oven rack missing       | * Replacement cost                         |
| • Porcelain repair        | \$35 chip                                  |
| • Burner drip pans        | \$10.00 each                               |

##### Rangehood:

• Damaged	* Replacement cost + \$50 installation fee
Counter Tops:	
• Damaged	* Replacement cost + \$200 installation fee
Flooring:	
• Damaged or heavily stained carpet	* Replacement cost
• Not Vacuumed/Swept	\$25.00 per room
• Shampooing	Contractor's cost
• Tile	\$125.00
• Wood Flooring	\$15.00 per sq. ft. (Removal & Replacement)
• Cabinets:	
• Door	\$50.00 + \$20 Installation
• Drawer	* Replacement cost + labor cost
Sink:	
• Damaged	* Replacement cost + \$100
• Basket strainer missing	\$5.00

## BATHROOM

Vanity	* Replacement cost + \$100 installation fee
Vanity Door	* Replacement cost + \$20 installation fee
Sink	* Replacement cost + \$100 installation fee
Tub Porcelain damage	* Contractor's cost plus labor
Damaged Curtain Rod	\$20.00
Missing Curtain Rod	\$40.00
Replace Tile Wall	* Replacement cost
Replace ceramic tile Floor	* Replacement cost
Damaged Towel Rack	\$30.00
Damaged Medicine Cabinet	* Replacement cost + \$125 installation fee
Damaged Toilet Tissue Dispenser	* Replacement cost + \$20 installation fee
Damaged Mirror	* Replacement cost + \$20 installation fee
Damaged Soap Dish	* Replacement cost + \$20 installation fee
Damaged/Missing Shower Head	* Replacement cost + \$15 installation fee
Replace Toilet Bowl	* Replacement cost + \$75 installation fee
Replace Toilet Tank	* Replacement cost + \$50 installation fee
Replace Toilet Seat	* Replacement cost

## LIVING AREA

Windows & Screens:	
• Broken Window	* Replacement cost + \$45 installation fee per window
• Window hardware	\$25.00 per window
• Damaged Screen	\$50.00 per screen
• Re-screen existing	* Replacement cost + \$35 Installation
• Mini Blinds	* Replacement cost + \$25 installation fee

## WALLS

Spackling Small Holes	\$50.00 per room
Removal of Wallpaper & Repainting of Wall	\$200.00 per wall
Repaint (1) Room	* Contractor's cost
Repaint (1) Wall	* Contractor's cost
Repaint Entire Apartment	* Contractor's cost
Extra cost of paint to cover dark color/stains	* Contractor's cost

## LIGHTING & ELECTRICAL

Replace electrical devices (ie: dimmers, ceiling fans)	\$20.00 each
Damaged Light Fixtures	* Replacement cost + Installation Fee \$25.00 each fixture
Missing Light Fixtures	* Replacement cost + Installation Fee \$25.00 each fixture

Missing or Damaged Carbon	\$80.00
Monoxide Missing or	\$80.00
Damaged Smoke Detectors	

**GENERAL**

Apartment Not Cleaned	\$250.00
Special Extermination Treatment	\$75.00
Review Security Camera Images	\$150.00/hr

**RESIDENT AGREES THAT IN THE EVENT THAT ANY OF THE ABOVE ITEMS THAT REQUIRE TO BE CLEANED OR REPAIRED AT THE END OF THE LEASE, THE PRICES SET OUT FOR EACH ITEM SHALL BE A PROPER CHARGE BY THE LANDLORD TO THE RESIDENT AND MAY BE DEDUCTED FROM THE SECURITY DEPOSIT OR RECOVERED FROM THE RESIDENT.**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

**\* Prices subject to change due to contractor and supplier costs.**

# MILL ROCKS

## Insurance Addendum

Dear Resident,

While we are proud of our reputation for quality of life and safety, accidents unfortunately happen, even when people are careful. Mill Rocks requires each tenant to provide and maintain a "Tenant/Renter's" insurance policy. Accidents such as bathtubs overflowing, cooking fires starting in the kitchen, dog bites or damage occurring in the common areas can create significant financial hardship for apartment residents. Damage caused by a resident is usually the financial responsibility of that resident, not the property owner. That is why liability insurance is required in our lease.

To fulfill your lease obligation all new and renewing residents are required to provide evidence of liability insurance at a minimum limit of \$250,000. You may choose the insurance company and policy limits that are most appropriate for your situation, providing the minimum coverage level is satisfied. If you arrange your own policy, simply provide proof of this coverage, with "Mill Rocks" and "361 Newark Avenue, LLC" listed as an "Additional Insured".

If you do not have an insurance agent, we have partnered a State Farm agent here in Jersey City where you can obtain the required insurance as well as insurance for your belongings for about \$15 per month.

Joe Nachbaur, State Farm Agent  
505 Central Ave  
Jersey City NJ 07307  
201-222-8866  
joe@joenachbaur.com  
www.joenachbaur.com

Please indicate your insurance election below.

1. Have own \_\_\_\_\_
2. Have not decided, but will before occupancy \_\_\_\_\_

\_\_\_\_\_ Resident Signature Date

\_\_\_\_\_ Resident Signature Date

\_\_\_\_\_ Resident Signature Date