

100 PARCVIEW PLACE
SOMERVILLE PARC

RESIDENTIAL LEASE for SOMERVILLE PARC

This Residential Lease Agreement (hereinafter "Lease") is entered into this the ____ day of _____, 202__ by and between the Lessor, A & A Somerville LLC (hereinafter referred to as "Landlord"), and the Lessee(s) _____ (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, Apartment _____ located in Somerville New Jersey with address of: **100/200 Parcview Place, Somerville, NJ** (hereinafter the "Premises").

2. USE OF PREMISES: The Premises shall be used and occupied by Tenant and Tenant's immediate family, as well as any other persons permitted under New Jersey Real Property Law (collectively referred to as the "Permitted Occupants"), exclusively, as a private rental residential dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. Tenant shall not allow any person other than the Permitted Occupants, to use or occupy the Premises as a residence without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. In case any of the buildings amenities are closed for any reason and for any length of time, tenant understands that there will be no offset of the rent.

3. CONDITION OF PREMISES: Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.

4. TERM OF LEASE: The term of this Lease is ____ months. This Lease shall commence on the ____ day of _____ 20__ and extend until its expiration on the ____ day of _____, 20__ . As this Lease is intended by both parties to terminate at on the ____ day of _____, 20__ ,

5. ASSIGNMENT AND SUB-LETTING: Tenant shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof without the prior written consent of the Landlord, which shall not be unreasonably withheld. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. Any assignment, subletting or license made without the prior written consent of Landlord shall be null and void and shall, at Landlord's option, terminate this Agreement. The prohibition on Tenant's assignment or subletting all or part of the Premises means that Tenant may not sublet, rent or allow use of any part of the Premises by transient occupants in exchange for payment. Tenant may not publish,

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advertise or otherwise make the Premises available for short-term use or rental through websites such as Airbnb, Craigslist, VRBO or other similar websites which market short-term or transient accommodations. Tenant's use of the Premises to provide short-term or transient accommodations in exchange for payment shall be deemed a material and non-curable violation of this Lease.

Landlord shall be entitled and have the right to freely assign, transfer or sell this Lease, and all of its rights accruing hereunder, without the consent of Tenant.

6. ALTERATIONS AND IMPROVEMENTS: Tenant shall not make any alterations or improvements to the Premises without the prior written consent of Landlord, including, but not limited to, installing any paneling, flooring, "built-in" decorations, partitions, railings, or fixtures, painting or wallpapering of the Premises, or changing the plumbing, electrical, ventilation, air conditioning or heating systems. Any and all alterations, changes, and/or improvements (including fixtures installed by Tenant) to the Premises by Tenant shall, be and become the property of Landlord and remain as part of the Premises at the expiration or earlier termination of this Agreement, unless otherwise agreed upon in writing by Landlord and Tenant. Landlord shall have the right to demand that Tenant remove any alterations or installations at or before the end of the term of this Lease. If Tenant fails to remove any alterations or installations after demand from Landlord, then Landlord may do so at Tenant's cost and expense. Landlord is not required to do or pay for any work to the Premises unless stated in this Lease.

If a lien is filed on the Apartment of the building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the lien. Landlord may pay or bond the lien if Tenant fails to do so within 20 days after Tenant has received notice of the lien. Landlord's costs shall be added as additional rent.

7. NON-DELIVERY OF POSSESSION: In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord and its agents shall have no liability, but the rent herein provided shall abate until possession is given. Landlord shall have thirty (30) days from the commencement of the term of this Lease to give Tenant possession of the Premises, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rent herein provided from as of that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

8. HAZARDOUS MATERIALS: Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. SERVICES AND UTILITIES: Landlord shall supply: (a) heating equipment, ; (b) hot water heater and cold water for the bathroom and the kitchen sink; (c) use of the elevator, if any; and (d) cooling equipment as installed within the residential unit. Stopping or reducing of services shall not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damages to the equipment or appliances supplied by Landlord caused by Tenant's acts or neglect, may be repaired by Landlord at Tenant's expense, and the repair cost shall be added as additional rent. Tenant shall be responsible for

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having same utilities disconnected on the day Tenant surrenders the Premises to Landlord upon termination or expiration of this Lease.

Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant may not use more electric than the wiring or feeders to the building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems because of accident, emergency, repairs or changes until the work is complete; no abatement will be offered.

10. MAINTENANCE AND REPAIR RULES: Tenant must take good care of the Premises and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's sole cost and expense, make all repairs and replacements whenever needed as a result of Tenant's acts or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it and the reasonable costs of such repairs or replacements shall be payable by Tenant as additional rent.

Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the common driveways, sidewalks, courts, entry ways, stairs and/or halls of the building, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony; nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein.

Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

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(i) Tenant shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, iPods or like, television sets, stereos, phonographs, surround sound systems, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Landlord or their representative having control over them.

(j) Tenant agrees not to allow grease or corrosive liquid to go down the drains without the express permission of the owner or management. Tenant will keep a plunger handy to perform normal clearing for minor toilet clogs due to tenant's waste.

(k) Tenant will not flush in toilet or drains: Paper towels, Tissues, Sanitary napkins, Tampons, Condoms, Plastic wrappers, Cigarettes, Q-Tips, Disposable Sanitary wipes, Baby wipes, Cleaning wipes, Grease.

11. SECURITY DEPOSIT: Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of DOLLARS (\$_____) (one and a half times of monthly rental amount) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Further, Landlord will annually notify Tenant of certain information concerning the security deposit: the name of the bank where the security deposit is held, the type of account in which the funds are deposited, and the account's interest rate. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.

Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

12. RENT PAYMENTS: The rent for the term of this Lease is \$ _____. Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ _____ said installment for each month being due and payable without demand on or before the 1st day of the month.

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Tenant agrees that if rent is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of \$50.00 as allowed by applicable New Jersey law.

Tenant shall pay, as additional rent, a \$35.00 fee for each returned check. Landlord shall have the right to apply any payments made by Tenant, first to any late charges or returned check charges before applying the payments to basic rent charges.

The pro-rated rent from the commencement of this Lease to the first day of the following month is \$ _____ which amount shall be paid at the execution of this Lease.

Rent payments shall be made payable to A & A Somerville LLC and mailed or delivered to the following address:

**A & A Somerville LLC
c/o Klein Property Management LLC.
225 Gordons Corner Road
Suite 1A
Manalapan, NJ 07726**

Tenant agrees that rent will not be considered paid until Landlord or Landlord's agent receives the rent, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

Any additional charges to Tenant under this Lease, including late charges, attorney's fees and any expenses related to the enforcement of this Lease, or payments made by Landlord on behalf of Tenant due to Tenant's violation of this Lease shall be classified as "additional rent" or "added rent" and payable in the same manner and at the same time that rent is due hereunder.

If tenant fails to pay additional rent on time, Landlord shall have the same rights against tenant as if it were a failure to pay rent. Landlord may elect to apply monies received towards past due added rent, paying the oldest charges first.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Other Charges: The Tenant is subject to the charges listed below. These charges shall be considered added rent:

(a) Landlord will provide Tenant with 2 set(s) of keys to the building and apartment. Additional or replacement keys can be obtained from Landlord at the cost of \$35.00.

(b) Tenant is responsible to pay all fines charged by Somerville, NJ for the improper storage and/or disposal of Tenant's garbage and recycling.

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13. **PETS:** Tenant shall be allowed to have or harbor no more than two pets in the Premises, as identified below. Tenant may not have any other pets in the Premises without Landlord's written consent. Separate agreement must be acknowledged and signed.

Pet type/breed: _____

Name: _____

Weight _____ lbs / Height: _____

Pet type/breed: _____

Name: _____

Weight: _____ lbs / Height: _____

Tenants who are pet owners are required to pay an additional monthly fee of \$50.00 per pet.

Having an unauthorized pet is considered a default of this Lease, except for guide dogs or other assistance animals for disabled residents. **Pitbull's are not permitted in the Premises or the building under any circumstances. Any unauthorized pets must be immediately removed from the Premises.

14. **WASHER AND DRYER:** The Landlord will provide a washer and dryer at Landlords choosing, for the Tenants use in their specific unit. The cost of electricity is the sole cost and responsibility of the Tenant. The cost of repair due to misuse or intentional damage will be the responsibility of the Tenant.

15. **DEFAULT:** If Tenant, by any act or omission, or by the act or omission of any of a Permitted Occupant, or any of their invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in default of this Lease (default by one Tenant shall be considered default by all tenants where Tenant is more than one person).

In the case of such default, Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the default, which must be cured by Tenant within the following time periods:

- (a) Failure to pay rent or additional rent, three (3) day cure period;
- (b) Failure to move into the Apartment within 15 days of the beginning of the Lease term, ten (10) day cure period;
- (c) Improper conduct by Tenant which interferes with the rights or use or enjoyment of other residents of the building, or with the performance of the duties of the employees, agents, vendors or representatives of Landlord, ten (10) day cure period; or
- (d) Failure to comply with or abide by any other term or condition of this Lease, ten (10) day cure period.

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If, upon the occurrence of an event of default, Tenant fails to cure such default within the applicable cure period after service of written notice, Landlord may thereafter serve Tenant with a Notice of Lease Termination setting forth the that term of the Lease shall terminate and expire on a date not less than (10) days from the giving of such notice, and upon the expiration of the term of the Lease Tenant shall quit and surrender possession of the Premises to Landlord as provided in the notice, and if Tenant fails to quit and surrendered the Premises, Landlord may commence a holdover proceeding in landlord-tenant court for a warrant of eviction, or may avail itself of any other rights, actions or proceedings available at law or under this Lease.

If Tenant commits, through her/his acts or omissions, the same or substantially the same event of default two (2) or more times within any consecutive twelve (12) month period, then such shall be considered a default which Tenant cannot cure and, upon Landlord's service of a notice of default, Landlord may thereafter serve a Notice of Lease Termination pursuant to the preceding paragraph.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

16. DELIVERY OF NOTICES: Any notices from Tenant to Landlord given under this Lease or applicable New Jersey law shall be in writing and delivered to Landlord at the address listed above for the payment of rent, either by hand delivery or by certified or registered mail. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the Premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

17. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If Tenant holds over after the expiration of the term of the Lease, Tenant shall become a month-to-month tenant as defined by applicable New Jersey law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable New Jersey law. Upon termination, Tenant shall vacate the Premises and deliver same unto Landlord on or before the expiration of the period of notice.

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18. WARRANTY OF HABITABILITY: Landlord states that the Premises and the building are fit for human living and there are no conditions dangerous to health, life or safety. If any such conditions do exist and are caused by the acts or neglect of Tenant, or persons under Tenant's direction or control, it shall not constitute a breach the warranty of habitability.

19. OBLIGATIONS AND DUTIES OF TENANT: Tenant shall:

- (a) Keep that part of the Premises that s/he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his/her dwelling unit all rubbish, garbage and other waste in a clean and safe manner in compliance with community standards in the areas designated by Landlord for the disposal of waste;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the Premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any other person to do so;
- (f) Conduct her/himself and require other persons in the Premises with her/his consent to conduct themselves in a manner that will not disturb other residents' peaceful enjoyment of their premises or the common areas of the building;
- (g) Inform the Landlord of any condition of which s/he has actual knowledge which may cause damage to the premises;
- (h) To the extent of her/his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the Premises or use or permit the Premises to be used for any unlawful purpose;
- (j) Abide by the Rules and Regulations that are attached as an addendum to this Lease Agreement.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

20. LIABILITY: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for any loss, damage, expense or liability unless proximately caused by the act or negligence of Landlord or

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Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God. Landlord shall not be liable to Tenant for permitting or refusing entry of anyone into the building. Tenant is responsible for all acts or neglect of any Permitted Occupants, and any employees, guests, invitees or agents of any of them. Tenant is strongly encouraged to independently purchase insurance to cover Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property in the Premises and/or in any common areas from any and all damages.

21. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the Premises prior to the signing of this Lease, or knowingly waived said examination after having had the opportunity to inspect the Premises. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes the Premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable New Jersey law. Tenant agrees not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the Premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear accepted.

22. CONSTRUCTION OR DEMOLITION: Construction or demolition may be performed in or near the building and the Premises. Even if such construction or demolition interferes with Tenant's ventilation, views, or use or enjoyment of the Premises, it shall not affect Tenant's obligations under this Lease.

23. NO ILLEGAL USE: Tenant shall not use or allow the Premises or any common areas of the building to be used for any unlawful purpose or which violates applicable regulations, laws or codes. Upon obtaining knowledge of any unlawful acts, omissions or conditions at the Premises or in the common areas of the building, Tenant agrees to immediately inform Landlord and to abate such unlawful acts, omissions or conditions. Tenant shall bear responsibility for any and all unlawful acts, omissions or conditions at the Premises, whether known or unknown, that are caused by the acts or omissions of Tenant, any Permitted Occupant, or their employees, guests, invitees or agents.

24. LANDLORD'S RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord to the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual, "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Landlord shall give reasonable notice of intent to enter the Premises, except in the case of an emergency in which case Landlord may enter the Premises immediately and without prior notice.

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25. LANDLORD'S RIGHT TO MORTGAGE AND SUBORDINATION: Tenant agrees to accept the Premises and this Lease subject to and subordinate to any existing or future (a) mortgages or other liens on the Premises, the building or the land on which the building is located, (b) other leases on the building or the land on which the building is located, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of such mortgages, leases or lender agreements. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

26. TENANT'S CERTIFICATES: Upon request of Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or, if changed, how it was changed); (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all the terms of this Lease and will continue to do so; (4) rent and additional rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate may be addressed to a third-party of Landlord's choosing.

27. DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

28. TERRACES AND BALCONIES: The Premises may have a terrace, balcony or private area of the veranda. The terms of this Lease apply to the terrace, balcony or private veranda area as if it was part of the Apartment. Landlord may make special rules for the terraces, balconies and private veranda areas.

Tenant must maintain and keep the terraces, balconies and private veranda areas in good repair and clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. Tenant may not keep plants or install a fence or any other addition on the terraces, balconies or private veranda areas. If Tenant does, Landlord has the right to remove same at Tenant's sole cost and expense.

29. ABANDONMENT: If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

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30. NOTICE OF ABSENCE FROM PREMISES: If Tenant is to be absent from the Premises for fourteen (14) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the Premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

31. POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the Premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), is paid in full and the premises designated for lease is vacated by the prior tenant.

32. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

33. MODIFICATION OF THIS LEASE: Any modification of this Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this Lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

34. SURRENDER OF PREMISES / END OF LEASE. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted. Good order shall include, but not be limited to thorough cleaning of the apartment including thorough washing and cleaning of all walls, floors, windows and screens, sills, shelves, cabinets, closets, appliances and fixtures, cleaning of all floors and bathrooms. Landlord reserves the right to hire a cleaning service and deduct the charge from Tenant's security deposit. Landlord is not obligated to perform a walk-through with the Tenant.

35. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

36. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part. To the fullest extent permitted under the law, Tenant promises and agrees to indemnify, defend and hold Landlord (any its agents, employees and representatives) harmless from and against any and all claims, liabilities, injuries, costs, expenses, damages, suits, demands, etc. (including reasonable attorneys' fees) arising from or incident to Tenant's use or occupancy or the Premises.

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37. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable New Jersey law.

38. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

39. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

40. ATTORNEY FEES: In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce the terms of this Lease as a result of Tenant's breach, or to protect the interest of the Landlord hereunder, or in defending itself against any claims, counterclaims, cross-claims, lawsuits or actions brought by or on behalf of Tenant, Tenant agrees to pay to Landlord its costs and expenses, including reasonable attorney's fees, incurred by Landlord.

41. WAIVER OR RIGHT TO JURY AND COUNTERCLAIMS: Landlord and Tenant agree not to use their right to a trial by jury in any action or proceeding brought by either, against the other, for any matter concerning the Lease or the Premises. This does not include actions for personal injury or property damages. Tenant waives and gives up any right to bring counterclaims or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease or the Premises.

42. LANDLORD'S CONSENT: Landlord shall be deemed to have consented to any actions requiring Landlord's consent under this Lease only if such consent is given in writing. In no event shall silence or Landlord's failure to respond be deemed or construed as Landlord having given consent. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give its consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from rent because such consent was not given.

43. BROKER: The broker that showed the Premises to Tenant is _____. Tenant represents that no persons, other than the broker identified in this paragraph, showed the Premises to Tenant, and if the space in this paragraph is blank, that no broker showed the Premises to Tenant. Tenant shall pay to Landlord as additional rent any money that Landlord is required to spend if Tenant's representations in this paragraph are not true.

44. WINDOW GUARDS OPTION: Pursuant to New Jersey law (NJSA Section 55:13A-7.14)
Tenants shall promptly notify the Managing Agent or the Superintendent when a child or children under the age of 11 years lives or resides (even temporarily) in the apartment. The Landlord shall install window

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guards in all windows in the apartment as required by law. The tenant shall maintain all window guards installed in the apartment and shall not remove same until permitted by applicable law and in any event, without written notification to the Landlord (c/o the Managing Agent).

45. CRIME INSURANCE. As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll-free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.

46. RETURN OF KEYS. Tenant must return the keys to the Premises to Landlord when Tenant vacates the Premises.

47. TRUTH IN RENTING. Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

48. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

49. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this Lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this Lease in violation of any term hereof.

50. DESTRUCTION OF PREMISES: In the event the Premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the Premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this Lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore the Premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the Premises bears to the whole of the Premises.

51. EMINENT DOMAIN: In the event that the Premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

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52. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of New Jersey.

53. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

54. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

50. LEAD-BASED PAINT DISCLOSURE: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASES MUST ALSO RECEIVED A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Landlord states as follows: [Landlord check one]

- The leased premise was constructed in 1978 or later.
- The leased premise was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

SIGNATURE PAGE ON FOLLOWING PAGE

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WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD: A & A SOMERVILLE LLC

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

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NO SMOKING LEASE ADDENDUM

Reference is hereby made to a lease or tenancy at will agreement (“Lease”) by and between, the Tenant, including all members of Tenant’s family or household (“Tenant”), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

PURPOSE: Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the Tenant’s apartment; secondhand smoke is likely to drift from one apartment to another; exposure to secondhand smoke causes adverse health outcomes.

DEFINITIONS: Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana or other similar lighted product. The term Landlord shall include property owners and property managers.

NO SMOKING RULE: No Tenant shall smoke, nor permit anyone to smoke, in the Tenant’s apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

DESIGNATED SMOKING AREA: The foregoing rule notwithstanding, the Landlord may designate an area for smoking, provided the designated area is located outside of, and away from, any building or other location where secondhand smoke might drift back into the building. Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease terms.

NO SMOKING SIGNS: Landlord shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third-party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord’s ability to police, monitor, or

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enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

WITNESS the execution hereof under seal this ___ day of _____, 202__.

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

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