

## APARTMENT LEASE

THIS LEASE AGREEMENT, DATED \_\_\_\_\_ BETWEEN HERITAGE HOUSE ASSOCIATES, PO Box 83, Orange, New Jersey, 07051, known as LANDLORD, AND \_\_\_\_\_, known as TENANT for apartment # \_\_\_\_\_ of the premises located at 21 Mt. Kemble Avenue Morristown, NJ 07960, State of New Jersey, for a term of 12 months beginning on \_\_\_\_\_ and ending at noon on \_\_\_\_\_ to be used and occupied as a private dwelling for the Tenant only and for no other purposes, at the monthly rental of \_\_\_\_\_ payable in advance on the first day of each and every month during the said term, upon the above and following conditions and covenants:

1. ADDITIONAL PAYMENT: If Tenant should fail to make any rental payment within 5 days of the date on which a payment is due or if Tenant's check shall be dishonored by the bank on which it is drawn, a late charge of \$35.00 shall be due and owing to the Landlord. In addition, reasonable repair charges for damage by Tenant to the premises, any deficiencies in security deposit, costs of court filing fees and management office costs of preparing suit in the amount of \$500.00 and Landlord's attorney's fees if an attorney is necessary for a dispossession action against Tenant or damage suit for unpaid rent, shall be due and owing to Landlord. Any payment due under this paragraph shall be considered additional rent, unless prohibited by law. Tenant will not receive a rental invoice and must use the rental portal to make all rental payments.

2. SECURITY DEPOSIT: The Landlord acknowledges receipt of \_\_\_\_\_ from the Tenant to be retained by the Landlord as security for the performance by the Tenant of each term, covenant and condition of this lease for which Tenant is responsible. Landlord agrees to return this sum to the tenant by mail at the termination of this lease provided the Tenant has fully complied with all the terms, covenants and conditions and Rules and Regulations, if any are attached to this lease. Because the rights and remedies reserved to the Landlord under this lease are cumulative, as set forth in Paragraph 18, if the Tenant defaults, the Landlord shall not be required to resort to the security before exercising any other remedy available to it under this lease or by law. The security deposit, or any part thereof, shall NOT be intended or construed to be applied as rent and the full monthly rent shall be paid on or before the first day of every month, including the last month of possession. The Landlord represents that the security deposit to cover the leased premises will be immediately placed in a trust account at FLAGSTAR BANK, 102 DUFFY AVE., HICKSVILLE, N.Y. The Landlord reserves the right to change banks from time to time with notice to the Tenant in accordance with the laws of the State of New Jersey. In the event of a sale, transfer or assignment of title to the property by the Landlord, the Landlord may transfer the security deposited under this agreement to the new owner, transferee or assignee, for the benefit of the Tenant. The Landlord shall then be considered released by the Tenant from all liability for the return of the security; provided that written notice of the sale, transfer or assignment shall be given to the Tenant by registered or certified mail. The notice shall contain the name and address of the new owner, transferee or assignee. If Tenant is in rental arrears, Tenant's rent security may be used to satisfy any arrears, while Tenant is still in occupancy or when they vacate. Tenant must replenish the rental security account to equal 1.5 months rent if the rent security is used as rent.

3. FAILURE TO GIVE POSSESSION: If the Landlord cannot deliver possession to the Tenant on the date when the term of the lease is to begin, the Landlord shall not be liable for such

failure, and the rent shall be apportioned and abated until the Landlord is able to deliver possession. If Landlord is not able to deliver possession to the Tenant within 30 days of the beginning date, the Tenant may cancel and terminate this lease, in writing.

4. REQUIREMENTS OF LAW: Tenant and Landlord shall comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State, County and Municipal governments or public authorities. Landlord and Tenant shall also comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority, and of any insurance companies which have issued or are about to issue policies of insurance covering the premises and its contents.

5. TENANT'S RIGHT TO QUIET ENJOYMENT/LANDLORD'S RIGHT TO ENTER APARTMENT: Landlord covenants and agrees with Tenant that upon Tenant paying the rent and performing all of Tenant's covenants and conditions in the lease, Tenant shall peaceably and quietly have, hold and enjoy the premises for the term of this lease. However, Landlord shall have the right to enter the premises at all reasonable times for purposes of making ordinary or emergency repairs and maintenance and for purpose of showing the premises to prospective new Tenants during the last month of the lease. Whenever circumstances permit it to do so the Landlord shall make every reasonable effort to advise the Tenant in advance of Landlord's intent to enter the leased premises. The Tenant may not change the primary locks of the leased premises. All keys furnished to Tenant at the beginning of the lease shall be returned to Landlord after termination and for each key Tenant fails to return, he shall be charged two hundred dollars, \$200.00, as liquidated damages, or if no keys are returned, four hundred dollars, \$400.00, as liquidated damages. Tenant, if given a FOB, will only be given FOB's for Tenants on the lease. If FOB is lost Tenant shall be charged \$200.00 for a replacement. Tenant acknowledges that its right of quiet enjoyment does not include disturbing or interfering with other Tenants or the Landlord in the operation and maintenance of the building of which the leased premises is a part.

6. TENANTS DUTY OF CARE/NO ADDITIONS OR ALTERATIONS: Tenant shall take good care of the premises and pay the cost of repair for any damage or breakage caused by Tenant or the employees, visitors, family, or business invitees of Tenant. Tenant shall make no alterations, additions or improvements to the premises nor display any sign upon the premises or the exterior thereof, without the Landlord's prior written consent. At the expiration of the lease Tenants shall vacate the premises in as good a condition as existed at the beginning of the term, except for reasonable wear and tear. Tenant shall NOT install any of the following items: DISHWASHER, WASHING MACHINES, CLOTHES DRYER, WATERBEDS, BURGLAR ALARMS, BELLS, EXERCISE EQUIPMENT, BIDETS OR FISH TANKS.. NO ALTERATIONS TO PLUMBING OR ELECTRIC ALLOWED.

7. LANDLORD'S REMEDIES WHEN TENANT DEFAULTS: If the Tenant defaults in regard to any of the terms and conditions set forth in this lease and Rules and Regulations, if such are attached to this lease, the Landlord may declare this Lease null and void and terminated and may resort to such other action or seek such other remedies for such cause and upon such grounds as may be permitted by law. Tenant shall thereafter quit and surrender the leased premises to Landlord. Landlord shall be entitled to re-enter the leased premises by means of summary dispossess proceedings or any other method prescribed by law and remove all persons

for any cause permitted by law. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or any other method prescribed by law, all unpaid rent for the full term of this lease shall be due, together with such expenses as Landlord may incur for legal expenses, attorney's fees, brokerage fees and costs for putting the leased premises in good order, or for preparing the premises for re-rental, all as considered reasonable by a court of law. Landlord shall make every reasonable effort to relet the leased premises, and this effort shall not terminate this Lease or affect the obligation of Tenant to pay the rent. In the event the premises are relet, however, Tenant shall receive credit for any rent collected from the new tenant against rent due from Tenant, for the same period.

**8. LANDLORD'S WARRANTY OF HABITABILITY & NON-LIABILITY IN CERTAIN INSTANCES:** Landlord warrants the habitability of the premises. However, Landlord shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the negligence of the Landlord. Tenant shall give to Landlord prompt written notice of any accident to, or defects in, the premises, which defects shall be remedied by the Landlord with due diligence. From time to time there may be interruption in some or all of the services furnished due to the necessity of repair or some unanticipated event not reasonably within Landlord's control to prevent. In case of such interruption of service, Landlord will make every reasonable effort to restore service which is within the Landlord's control, in which event Landlord shall not be responsible or liable to the tenant for such interruption.

**9. UTILITIES/SERVICES:** Landlord agrees to furnish the following services and utilities which Landlord shall pay for, repair and maintain: WATER, HEAT AND COOKING GAS. All other services and utilities shall be furnished, paid for, repaired and maintained by Tenant.

**10. TENANT'S PRECAUTIONS AGAINST FIRE AND LANDLORD'S DUTY IN THE EVENT OF DESTRUCTION BY FIRE OR OTHER CAUSE:** The Landlord carries no insurance covering loss to Tenant's belongings and Tenant is responsible and required to secure its own insurance protection against loss to its belongings by fire or other cause in the minimum amount of \$50,000. Tenant agrees to use every reasonable precaution against fire and to promptly notify Landlord of any fire hazard, fire or accident on the leased premises. Tenants shall not use the premises or permit them to be used in such manner that fire or other insurance placed on the leased premises or the building of which it constitutes a part, shall be cancelled or suspended, or shall be rated a more hazardous risk than at the date of the signing of this lease. On a breach of this obligation the Landlord may, in addition to other remedies provided by this lease or by law, collect as additional rent or damages from Tenant any increase in premiums on insurance carried by the Landlord on the leased premises or on the building of which it constitutes a part. Tenant shall, in case of fire or an act of nature causing damage to the leased premises, give immediate notice to Landlord. If the leased premises shall be partially damaged by fire or other insured casualty without the fault or negligence of Tenant or Tenant's family, employees, agents, licensees, visitors or invitees, the leased premises shall be repaired and restored by Landlord. Until such time, rent shall be apportioned according to the area of the premises which is usable by Tenant. No penalty shall accrue against Landlord for any reasonable delay in repairing or restoring the premises by reason of adjustment of insurance proceeds, labor disputes or any other cause beyond Landlord's reasonable control. If the premises are totally damaged or rendered wholly uninhabitable by fire or other cause and

Landlord shall decide not to rebuild, or if the buildings shall be so damaged, whether or not the premises are affected, that Landlord shall decide to demolish and/or to rebuild it, then in any such event, the accrued rent shall be paid by the Tenant up to the time of the fire and this lease and all rights whatsoever of Tenant under this lease, except for repayment of the security deposit, shall immediately terminate. Tenant shall carry liability insurance in the amount of \$1,000,000 naming the Landlord, Heriatge House Assoc. as an additional insured.

11. Subordination: This lease shall be subject and subordinate to any renewals of any mortgage or mortgages now on the premises or any new mortgage or mortgages which any owner may hereafter at any time elect to place on the premises; and the Tenant agrees upon request at any time to sign any paper which the Landlord may consider necessary to accomplish that end. If the Tenant does not do so, the Landlord is irrevocably empowered to sign such paper in the name of the Tenant as the act and deed of the Tenant.

12. LIMITATIONS ON ASSIGNMENT OR SUBLETTING: Tenant and Tenant's heirs, distributees, executors, administrators, legal representative successors and/or assigns shall not assign, mortgage or encumber this lease nor sublet the leased premises or any part of it without prior written consent of Landlord. If this lease is assigned without such consent, or if the leased premises is sublet or occupied by anybody other than Tenant without such consent, Landlord may, after default by Tenant, collect rent from the assignee, sub-tenant, or occupant, and apply the net amount collected to the rent due from Tenant. However, no such assignment, subletting, occupancy or collection shall be considered a waiver of this covenant; or an acceptance of the assignee, sub-tenant or occupant as tenant; or a release of Tenant from the further performance by Tenant of covenants of this lease. Tenant acknowledges that approval of this tenancy is based on the tenancy application submitted. The apartment was rented to the tenant or tenants based on the income, names of applicants and other information on the tenancy application. If either Tenant vacates the apartment or if an apartment rented to one person wishes to add another tenant to the lease, or the remaining Tenant chooses to stay, this would terminate the existing lease and tenancy. If the remaining Tenant is given permission from the landlord to secure a replacement Tenant for the one who is vacating or add a tenant to his/her lease, the tenant would enter into a new lease with the Landlord and the apartment would fall under Vacancy Decontrol. The Landlord and Tenant would establish a new tenancy and a new rent would be set at the market rate of other similar apartments for rent, in the building, at that time. If the premises shall become vacant or abandoned during the term of this lease, as a result of legal process or otherwise, Tenant hereby authorizes the Landlord or the Landlord's agent to re-enter the premises and relet the premises and receive and apply the rent so received to the payment of the rent due from Tenant pursuant to this Lease. Tenant's absence from the premises for a period of 30 days, non-payment of rent for that period, and Tenant's failure to notify the Landlord in writing to the contrary shall create a presumption that the premises and any personal property remaining on the premises are abandoned.

13. EFFECT OF CONDEMNATION: If the whole or any part of the leased premises shall be taken or condemned for any public or quasi-public use or purpose, the term and all rights of Tenant under this lease (other than the right of Tenant for the repayment of security in accordance with the provisions of Paragraph 2 of this lease and the right to a partial refund of the current month rent) shall terminate in the manner prescribed by statute and as may be permitted by law as of the date of title vesting in the condemning authority, Tenant shall have no claim

against Landlord for the value of any unexpired portion of the term. The entire condemnation award or awards shall be the property of Landlord, without apportionment, and Tenant assigns to Landlord any and all interest which Tenant might have in and to such award.

14. PETS: No animals or pets of any kind shall be kept on the premises by Tenant, Tenants guests or any other person. No service animals allowed. This is a pet free building and as a result, allergy free for Tenants.

15. END OF TERM: Unless the Tenant shall execute an extension or new lease renewal with reasonable changes, if offered by Landlord, the Tenant shall vacate the premises which shall be in a good and orderly condition at the conclusion of the term of this lease. Should the Tenant not so vacate, Tenant shall be responsible for damages flowing from the breach of this lease by Tenant's failure to vacate in accordance with the lease. Once Tenant turns in their keys and signs a move out checklist, Landlord may re rent the apt, even if Tenant has paid rent for the same period of time as the new Tenant.

16. WAIVER: The failure of Landlord to insist on strict performance of any of the covenants or conditions of this lease or to exercise any option conferred in this lease in any one or more instances shall not be considered a waiver or relinquishment for the future of any such covenants, conditions and options, which shall remain in full force and effect. No provision of this Lease shall be considered to have been waived by Landlord unless the Landlord signs a waiver in written form. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rental provided in this agreement shall be considered to be other than on account of the earliest unpaid rent, nor shall any endorsement or statement on any check, nor any letter accompanying any check or payment as rent be considered a settlement. The Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents or pursue any other remedy permitted by law.

17. NOTICES: Any bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, shall be considered sufficiently given if it is in writing, delivered to Tenant personally or sent by certified mail, return receipt requested, addressed to Tenant at the building of which the leased premises are a part. The time of the rendition of such bill or statement and of the giving of such notice or communication shall be the time when it is delivered to Tenant or mailed. Any notice by Tenant or Landlord must be served by certified mail, return receipt requested, addressed to Landlord at the address above mentioned or at such address as Landlord may specify by written notice to Tenant.

18. CUMULATIVE POWERS: The various rights, remedies, powers, options and elections of the Landlord contained in this lease are cumulative, and no one of them shall be exclusive of the others, or of such other rights, remedies powers, options, or elections as are now or may hereafter be conferred upon the Landlord by law.

19. RULES AND REGULATIONS: If Rules and Regulations are attached to this lease, they are part of this lease. A Tenant and Tenant's family, their employees, agents, visitors, licensees and invitees shall comply with the rules and Regulations. Failure to comply with Rules and Regulations, if any, is a default of this.

20 NO REPRESENTATIONS BY LANDLORD: Tenant has examined the leased premises before signing this lease and Landlord or Landlord's agent have made no representations or promises with respect to the leased premises except as set forth in this lease. The taking of possession by Tenant shall be conclusive evidence against Tenant that he has accepted the premises "as is" and that the premises were in good and satisfactory condition at the time possession was taken. This lease contains all the agreements and conditions between the parties hereto.

21. TENANT'S APPLICATION: Tenant's written application for an apartment, if any, is hereby incorporated into and made a part of this lease.

22. TENANT'S RECEIPT: Tenant acknowledges receipt of a copy of the following documents:

- a) Truth in Renting Statement
- b) Rules and Regulations
- c) Registration Statement of Ownership, Management, etc.
- d) Crime Insurance Information
- e) Other: Move in inspection report

23. CAPTIONS: Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this lease, nor the intent of any of its provisions.

24. SEVERABILITY: In the event that a provision or portion of any provision of this lease shall be held to be unenforceable, null and void, or a violation of public policy, such provision shall be severed from the remainder of this agreement, and the remainder of this agreement shall continue in full force and effect.

25. ADDITIONAL TERMS: If a Rider is attached to this lease containing additional terms, they are a part of this lease.

IN WITNESS WHEREOF, the Landlord has caused this lease to be signed and executed by its duly authorized agent and the Tenant has hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of:

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Landlord: HERITAGE HOUSE ASSOCIATES

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Tenant:

Tenant:

## LEASE RIDER

This lease is subject to all terms and conditions of the provisions of The "Truth-In Renting" Acts. Any provisions inconsistent therewith are to be considered inapplicable.

In the event any increase in rental above the rental stated in this lease is allowed by the local rent leveling board or other regulatory authority, the tenant agrees to pay such increase in addition to the monthly rental stated herein.

Parking is not included in the lease or rental payment. Assigned spaces are by separate agreement at agreed upon rents, month to month. Garage spaces are for a minimum of 6 months. ALL PARKING IS AT TENANTS OWN RISK. LANDLORD ASSUMES NO RESPONSIBILITY FOR DAMAGE TO VEHICLE DUE TO ANY REASONS. TENANT WILL HOLD HERITAGE HOUSE ASSOCIATES AND MAIN MANAGEMENT HARMLESS FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE WHATSOEVER WHILE RENTING A PARKING SPACE. Tenant will remove all snow from their car within 6 hours after snow stops. In addition Tenant will move their car within 6 hours after a snowstorm so that snowplow operations may continue. Tenant will also move their car within 15 minutes if the property manager calls them so space may be plowed.

THE BUILDING IS A SMOKE FREE BUILDING. TENANT NOR ITS VISITORS MAY SMOKE ON THE PROPERTY, INCLUDING THE APARTMENTS, COMMON AREAS OR THE GROUNDS. SEE RULES AND REGULATIONS FOR FINES.

TENANT SHALL MAINTAIN THE APARTMENT IN A CLEAN AND SANITARY CONDITION AND FREE OF ALL CLUTTER AND VERMIN. NO STORAGE OF BULK ITEMS IS ALLOWED IN THE APARTMENT. FAILURE TO COMPLY IS A BREACH OF THE LEASE AGREEMENT.

In the event any government agency having jurisdiction should inspect tenant's apartment and orders the apartment to be painted, tenant shall immediately assume responsibility to comply within thirty (30) days of notification. In the event tenant does not comply, landlord may enter the apartment, perform the necessary painting and charge tenant's rent security with the amount and tenant shall immediately replace said depleted rent security deposit or face eviction for violation of security deposit requirements. If Landlord paints the apartment, Tenant will remove all objects from the walls and push all furniture to the middle of the room.

Apartment contains a smoke and carbon monoxide detectors. Landlord does not take any responsibility to operate or maintain this equipment. Tenant must maintain both the smoke and carbon monoxide detectors. Tenant assumes responsibility to test the smoke detector and carbon monoxide detector once a month and has the ability to do so. If unable, the tenant will request instruction from office in writing. If defective, or the test does not work, tenant shall notify the main office in writing immediately. Tenant must immediately notify landlord or

manager, in writing if the equipment fails. Tenant cannot disconnect any of this equipment at any time, At least every 6 months tenant shall vacuum the slots on the covers to prevent an accumulation of dust and grease.

All apartment floors must be carpeted with 90% coverage. No tacking strips, staples, or nails are allowed. \*\* DOUBLE FACED TAPE IS RECOMMENDED. \*\* At the termination of tenancy, Tenant must remove any and all carpeting, tacking strips and staples from the floors.

Tenant agrees to pay an amenities fee of \$150/year. The amenity fee is for the use of the Community Room, The Fitness Room and the Yoga Studio. This is a mandatory fee. In order to use the rooms, Tenant must sign all the required forms.

Occupancy is limited to persons indicated on application which is made part of this lease. Keys and FOB's will only be provided to the persons indicated on the application.

At the termination of this lease, if the Tenant is offered a new lease, the tenant shall notify the Landlord in writing, by mail at least 60 days prior to the expiration of this lease, of Tenant's intention to accept the new lease or the Tenant's intention to vacate the premises.

If the tenant vacates prior to the expiration of the lease he shall pay for the cost to re-rent the apartment as follows: apartment preparation \$1000; leasing costs \$500; in addition to other remedies including the responsibility for the remainder of the lease.

If Tenant has a balcony, it is not included in rent. Management reserves the right to deny access to balcony at any time. Denial of access to balcony may be permanent and at the discretion of the management. The balcony use is restricted to not more than 4 people on it at one time. THIS IS A MANDATORY NUMBER. NO MORE THAN 4 PEOPLE MAY BE ON THE BALCONY AT ONE TIME.

NO GUNS OF ANY KIND ARE ALLOWED ON THE PROPERTY OR PREMISES.

The following surcharges are payable monthly in addition to the stated monthly rental:

Sewer/water:

Apt annual permit:

DATED

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LANDLORD: HERITAGE HOUSE ASSOCIATES

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TENANT :

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