



Prepared By: _____ Robert A. Gleaner, Esquire

LEASE: 123 Main Street

This Agreement (“Lease”), made on Date: _____ Between **Realty Solutions, LLC**, 415 South White Horse Pike, Audubon, New Jersey 08106, as Property Manager for _____ (hereinafter “LANDLORD”), and _____ (hereinafter “TENANT”).

1. **PROPERTY:** Tenants hereby agree to let from Landlord the property located at 62 Homestead Drive, Pemberton, NJ 08068 (herein, the “Premises”).

2. **TERM and RENT:** The term of this Lease is for thirty-six (36) months beginning July 7, 2015 and ending on June 30, 2018. Tenant agrees to pay Seventy Three Thousand Two Hundred Sixty (\$73,260) Dollars for rent (“Rent”) for the term of this Lease payable, in installments, as follows:

- A. Amount due upon signing of lease – security deposit \$ 2,850
- B. First installment of rent due prior to move in \$ 2,035
- C. Due on monthly basis for 35 more months on the 1st day of every month beginning August, 2015 \$ 2,035

Per diem of \$67.83 can be utilized for any change in move-in date caused by owner or certificate of occupancy – this amount will be adjusted in August rent payment.

All payments shall be made payable to Realty Solutions, LLC and sent by mail to 415 South White Horse Pike, Audubon, New Jersey 08106, or by personal delivery to that address. Landlord is not responsible for delays in mail or delivery. It is Tenant’s responsibility to be sure that receipt by Landlord is made in a timely manner. All other sums Tenant is to pay to Landlord under the terms of this Lease are deemed Additional Rent.

The payment due and owing pursuant to Paragraph 2(A) (\$2,850) and Paragraph 2(B) (\$2,035) shall be by certified or bank check and made payable to Realty Solutions, LLC

3. **LATE CHARGES & RETURNED CHECKS:** A late charge of 5% (\$101.75) will be paid by Tenant should Tenant’s Rent not be received by Landlord on or before the 5th day of the month for which the Rent covers. A charge of \$45.00 will be assessed for each bounced check returned from Tenant’s bank. These amounts are deemed to be Additional Rent and payable as such.

4. **SECURITY DEPOSIT:** Tenant’s security deposit will be held in a variable rate interest bearing escrow account, which currently bears per annum interest in the sum of 1%, at Susquehanna Bank, Audubon, New Jersey, as security for the full performance by Tenant of all terms of this Lease which sum shall be returned to Tenant after the expiration of the term, provided Tenant has complied with the terms of this Lease. The Security Deposit may be used to reimburse Landlord for unpaid Rent or Additional Rent or for expenses or damages incurred by Landlord as a result of Tenant’s failure to comply with any provision of this Lease or any law. If Landlord sells the building containing the Premises or transfers ownership for any reason, Tenant’s Security Deposit shall be transferred to the new Landlord. Tenant will be provided with the name, address and phone number of the new Landlord. The new Landlord, and not this Landlord, shall then become solely responsible for return of Tenant’s Security Deposit.

Tenant agrees that if Tenant fails to provide a forwarding address to Landlord that Tenant waives any right to receive the return of the security deposit paid. Tenant hereby waives the right to receive any accrued interest on said security deposit at any time prior to the conclusion of the landlord/tenant relationship and agrees that said interest will remain in

the security deposit account and be deemed to be part of the security deposit, without any claim to same by tenant, except in accordance with the aforesaid terms of this paragraph.

5. UTILITIES:

5.1 Tenant will pay for all utilities servicing the premises and will arrange for the transfer of utilities, except for water and sewer, prior to moving into the Premises. Failure to do so will result in an administrative charge of \$45.00 per month as Additional Rent plus the costs of the utilities billed to Landlord, due and owing as Additional Rent. Water and sewer bill and Trash bill will remain in name of Landlord and will be billed to Tenant on a periodic basis. Same will be paid by Tenant within ten (10) days of receipt of bill.

5.2 Utility service to the Premises may be interrupted or suspended due to accidents, emergencies, required repairs or other reasons beyond Landlord's control. Landlord shall not be liable to Tenant for any suspension or interruption of utility service to the Premises. This means that if utility service is not available to the Premises, Tenant may not withhold or deduct any amounts from Tenant's Rent payment and Landlord will not be in default under the Lease due to any suspension or interruption of utility service to the Premises.

6. CARE, USE & OCCUPANCY:

6.1 Tenant has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises "AS IS". Owner is not responsible to supply or replace window treatments. The Premises shall be occupied by Tenant only as a private dwelling by Tenant and by no others. Tenant shall not: a) assign this Lease, sublet, or underlet the Premises, or any part hereof, b) allow the Premises to be used for any business, professional or commercial purpose; c) allow anyone who is not on the Lease to use the Premises. Without limiting the aforesaid, specifically, Tenant is prohibited from operating a day care center or babysitting any children for remuneration or monetary consideration. Tenant also agrees that there shall be no smoking in or around the Premises.

6.2A. Tenant agrees to take good care of the Premises and the fixtures and equipment therein and keep the Premises clean and free and clear of litter. Tenant shall not place any projection in or out of the windows or on the exterior of the building, make or permit any alterations in the Premises, or do any act or thing deemed extra hazardous on account of fire or otherwise. Tenant is responsible for ordinary and usual maintenance of the outside of the premises including but not limited to cutting of the grass, clearing the property of leaves and keeping the garden areas reasonably clear of weeds and other debris and removal of all snow and ice. Tenant is also responsible for ordinary and usual maintenance of sprinkler system. Tenant is also responsible for removal of all garbage, recycling and trash in accordance with applicable municipal ordinances and regulations.

6.2B. Landlord reserves the right to complete any of the tasks or requirements of Tenant as set forth in Paragraph 6.2(A) above if same is not completed by Tenant within a reasonable period of time. If this is done by Landlord, then the cost of same shall be charged to Tenant. This charge is deemed to be Additional Rent pursuant to the terms of this lease and payable as same by Tenant.

6.2C. Tenant will do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance. If Landlord's insurance cost increases above current rates, Tenant will pay the difference. This charge is deemed to be Additional Rent pursuant to the terms of this lease and payable as same by Tenant.

6.2D. Tenant agrees to take good care of the HVAC system by changing furnace filters if applicable, every six (6) months. Tenant also agrees to change smoke and carbon monoxide detectors batteries at least once a year.

6.3 Tenant agrees to be responsible for clogged drains caused by misuse of sinks, dishwashers and/or toilets and to be responsible for all damages caused and take all steps to repair the same. Tenant will also reimburse Landlord for all costs incurred by Landlord in repairing any damage caused by Tenant as Additional Rent.

6.4 At the termination of this Lease, Tenant shall leave the Premises and all property belonging to Landlord in clean and good condition, except for normal wear and tear from reasonable use. Landlord's reasonable cost of cleaning, repair and replacement is deemed to be Additional rent and the cost of same is permitted to be charged to Tenant and/or against Tenant's Security Deposit. If Tenant has repainted, wallpapered or otherwise decorated, or altered the Premises, with or without Landlord's written consent, Landlord may restore the Premises to its original condition and charge the reasonable cost of such restoration to Tenant or against Tenant's Security Deposit. Any property of Tenant left in the Premises at the time Tenant vacates the Premises, or when Tenant is evicted, is the responsibility of the Tenant. Landlord accepts no responsibility for Tenant's property. If Tenant refuses to or is unable to remove the property, Landlord reserves the right to immediately remove all property at Tenant's expense and to dispose of same in any way deemed reasonable by Landlord. And tenant hereby waives any and all interest in said personal property remaining within the premises. This charge is deemed to be Additional Rent pursuant to the terms of this lease and payable as same by Tenant. Further, any costs of eviction, and/or collection of sums due and owing from Tenant, without exception, including but not limited to incurred legal fees and cost, shall be chargeable to Tenant as Additional Rent and payable as same by Tenant.

6.5 Landlord may have supplied various appliances (*examples; refrigerator, stove, microwave, dishwasher, washer and dryer*) for Tenant's use. All appliances are supplied in an "as is" condition. Landlord will make repairs as promptly as possible in case of breakdown of any of the aforesaid appliances. However, Landlord is not responsible for any spoiled food or any other damages or costs incurred by or expended by Tenant as a result of the breakdown or continued disrepair of the above appliances. Repairs to the appliances are subject to the terms of Paragraph 6.6 below.

6.6 Tenant shall at the Tenant's own cost and expense, make all necessary minor repairs, including any repairs to appliances supplied for Tenant's use. If Tenant fails to make such repairs and restorations, the cost of same shall be charged to Tenant and/or deducted from the security deposit if the Lease has concluded or if Tenant has been evicted. Any repair that cost \$100 or less shall be deemed to be a "minor repair" and shall be the sole responsibility of Tenant. Any visit to the premises by Landlord's representative to make a minor repair shall be charged to Tenant, and said amount shall be deemed to be Additional Rent. In all cases, it shall be the responsibility of Tenant to notify Landlord of any and all major or minor repairs that Tenant believes require attention.

6.7 Notwithstanding anything to the contrary in this Lease, in accordance with the Fair Housing Amendments Act of 1988 and regulations promulgated thereunder, subject to Landlord's prior written consent, a handicapped tenant may at his or her own expense, make reasonable modifications to the Premises to enable the handicapped tenant the full use and enjoyment of the Premises. Landlord's consent may, in some cases, be subject to tenant's agreement to fully restore the modified Premises, at tenant's cost, to its original condition, reasonable wear and tear exempted and may, in some cases, be further conditioned upon tenant's agreement to maintain an escrow account with sufficient funds to cover some or all anticipated costs of restoration. Any tenant who desires further information on this provision or who wishes to obtain consent for renovations should contact Landlord directly.

6.8 No animals shall be permitted in the Premises except with the prior written approval of Landlord and with an agreement to pay Additional Animal Rent. Feeding of other animals and wild life at the Premises is prohibited.

6.9 All motor vehicles including motorcycles are prohibited from parking in any area of the premises other than on the driveway. Tenant agrees to keep only insured and registered vehicles on the premises.

6.10 Tenant shall permit Landlord and his agents and employees, to enter the premises at all reasonable times for any purpose connected with the repair, improvement, inspection, care and management of the premises. Landlord will attempt to provide reasonable notice of intent to enter the premises but may enter in case of emergency or other need to quickly access the premises. In such case, Landlord will leave written notice within the premises that same has been entered, by whom and the reason for access. Keys have been provided for the premises and same will not be changed by Tenants without the express written consent of Landlord.

7. Under no circumstance is Landlord or the property management company liable for theft or damage to any of the personal property of Tenant. Tenant, at Tenant's sole cost and expense, shall maintain in effect throughout the Term, through licensed insurance companies reasonably satisfactory to landlord;

- a. Insurance, on an occurrence basis, against claims for personal injury (including death) and property damage, under a policy of general public liability insurance, including a contractual liability insurance endorsement, in amounts not less than \$500,000.00 combined single limit in respect of bodily injury (including death) and \$500,000.00 for property damage.
- b. Insurance covering all tenants' possessions, commonly known as "contents insurance" for renters. Tenant shall provide Landlord with certificates of the insurance policies herein required of Tenant which shall indicate that the premiums for such insurance policies have been fully paid. All such policies shall provide that coverage thereunder may not be altered, canceled or Terminated without at least thirty (30) days prior written notice to Landlord. Tenant shall provide proof of such insurance no later than 30 days after taking possession of the premises and shall thereafter provide proof of insurance yearly on the 1st day of January of each year.
- c. Tenant shall use every precaution against fire and shall give Landlord prompt written notice of any accident, fire or flood/water damage occurring in, on or to the Premises.
- d. Tenant shall add Landlord and the property management company as "Additional Insured" on said insurance policy or alternatively shall require their insurance company to add an endorsement to same "Additional Insured – Managers or Lessors of Premises" or its equivalent.

8. Tenant acknowledges that Tenant has received copies of pamphlets entitled "Protect Your Family from Lead in Your Home" and "Truth in Renting". Where applicable, Tenant, Tenant's family, guests and other occupants shall comply with all of the requirements as set forth in these documents and all statutes and ordinances applicable to the Premises. Failure to comply with any statute or ordinance applicable to the State of New Jersey or this municipality shall be considered a default under this Lease.

9. Tenant shall give Landlord immediate written notice of any fire or other accident resulting in damage to the Premises. If the fire or other accident was not caused by the act or neglect of Tenant or anyone residing in the Premises or visiting as Tenant's guest, Landlord shall make repairs as soon as reasonably possible. Landlord's repairs shall be confined to restoring the Premises and fixtures to the original condition as at the beginning of the term, and shall not include the repair or replacement of any furniture and belongings, decorations, alterations, or anything installed by the Tenant. If the Premises is so damaged as to be unfit for occupancy, or if Landlord cannot feasibly repair or restore the Premises or the building in a reasonable time, then Landlord may declare that the Lease is terminated, requiring Rent to be paid up to the time of damage. If the fire or other accident was caused by the act or neglect of Tenant or Tenant's family or guests, then Tenant shall pay for all repairs, all other damages, and full Rent for the remainder of the Term.

10.A. Under applicable landlord/tenant laws, and with exceptions as set forth therein, Tenant will be offered a renewal of this Lease by Landlord, unless the Landlord has good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than sixty (60) days before the expiration of the Term of this lease, the Landlord will notify the Tenant of the proposed terms for the renewal Lease. Absent notification of changes in the renewal Lease, this lease will automatically convert to a month-to-month lease, with a requirement of Tenant to give

sixty (60) days notice of termination of the month to month term. Assuming that a renewal Lease has been offered, within seven (7) days after Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or rejects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, and fails to sign renewal lease, then Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, and fails to sign same, the Tenant must vacate the property at the end of the Term. If Tenant fails to vacate at the end of the Term, then the regular rent will be double that which exists under this Lease and be payable by Tenant until actual vacation of the premises occurs.

10.B. Under any and all circumstances, if Tenant does not wish to renew the lease, sixty (60) days notice shall be given to Landlord of intent to not renew lease. Tenant acknowledges that absent said Notice, the terms of Paragraph 10(A) above shall control.

10.C. Two (2) months prior to the expiration of the term of this Lease, potential tenants shall be admitted at reasonable hours of the day to view the Premises until rented.

11. If Tenant defaults under the terms of this Lease, Landlord may resume possession of the Premises, and re-let the same for the remainder of the term, at the Rent that Landlord can obtain for account of Tenant, who shall immediately pay any deficiency; (b) If Tenant moves from the Premises before the expiration of this Lease, without the written consent of Landlord or his agents, all Rents reserved under the terms of this Lease, accrued or to accrue, shall become immediately due and payable and Landlord or his agents shall have all and the same rights and remedies for the collection of such accelerated Rents as Landlord or his agents have for the collection of the Rents accruing monthly; (c) Tenant agrees to pay, as Additional Rent, the cost of all reasonable expenses in re-renting the Premises including repair of any damages to Premises, and other expenses incurred by Landlord; (d) If Landlord institutes legal proceedings to remove Tenant from the Premises, or to collect Rent, Additional Rent, or any other charges due and owing under the Lease, or to otherwise enforce any provisions of this Lease or if any attorney is involved in matters that do not require the filing of a court action including serving of valid notices to cease, notices to vacate, demands for possession, notices to quit and/or resolving tenant disputes as a result of Tenant's violations of the Rules and Regulations, Tenant shall pay to Landlord court costs, reasonable attorney's fees up to \$300.00 per hour or \$650.00 for any one Court appearance, whichever is greater. Landlord is entitled to begin a legal action for non-payment of Rent at any time after Rent is due and owing and not paid. The attorney's fees and court costs are due and owing even if Tenant makes full payment on the day of court because the attorney will be required to make an appearance on behalf of Landlord. All payments are to be by certified check, cashier's check, money order or cash only. All charges set forth in this Paragraph are deemed to be Additional Rent and payable as such in accordance with the terms of this Lease.

Be also advised, that if the tenant is successful in any action or summary proceeding arising out of this lease, the tenant shall recover attorney's fees and expenses from the landlord.

12. The owner (Landlord) is required by law to provide, install and maintain window guards in the apartment if a child or children 10 years of age or younger is, or will be, living in the apartment or is, or will be, regularly present there for a substantial period of time if the tenant gives the owner (Landlord) a written request that the window guards be installed. The owner (Landlord) is also required, upon the written request of the tenant, to provide, install and maintain window guards in the hallways to which persons in the tenant's unit have access without having to go out of the building. If the building is a condominium, cooperative or mutual housing building, the owner (Landlord) of the apartment is responsible for installing and maintaining window guards in the apartment and the association is responsible for installing and maintaining window guards in hallway windows. Window guards are only required to be provided in first floor windows where the window sill is more than six feet above grade or there are other hazardous conditions that make installation of window guards necessary to protect the safety of children.



13. The Laws of the State of New Jersey shall govern this Agreement. If a portion of this Lease shall be held to be unenforceable or in violation of public policy, such provision shall be severed from the remainder of this Lease and the remainder of this Lease shall continue in full force and effect.

14. This Lease and the obligations of Tenant to pay Rent hereunder and perform all of the other obligations to be performed by Tenant shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or implied to be supplied or is unable to make, or is delayed in making any repairs to the premises. Tenant expressly waives the right to claim constructive eviction for any reason whatsoever.

15. The parties hereby agree that this Lease contains the entire agreement between the parties. This Lease shall not be changed in any way except through a written amendment signed by Landlord and Tenant. Landlord is not bound by any representations, oral or written, made by anyone unless the same are contained in or made a part of this Lease. This Lease binds Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

16. It is expressly understood that the failure of either Landlord or Tenant to insist upon strict performance of any of the provisions of this Lease shall not be construed in any way to constitute a waiver of any subsequent default of the same or similar nature. Thus, either party may request compliance and/or strict performance of any requirement of this Lease even if previously waived or not enforced.

17. The only permanent residents in this property are the Tenants who sign below _____ DOB _____ but no other persons. Tenants will not allow any other persons to reside in the premises for a period of longer than two consecutive weeks or more than three total weeks during the term of this Lease.

18. ____ Checkmark indicates there is an Addendum to this Lease which requires your signature.

Parties agree to the provisions and conditions of this Lease by signing below:

Name	Parties	Signature	Date
Realty Solutions, LLC by DAVID S. GORHAM, Broker-of-Record	Landlord/ AGENT		
	Tenant		
	Tenant		