

RESIDENTIAL LEASE AGREEMENT

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

BETWEEN LANDLORD(S): Union Ave 33 LLC whose address is 33 Union Avenue, Manasquan, NJ, 08736

AND TENANT(S): _____

whose address is/are _____

The word “Landlord” as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives.

The word “Tenant” as used in this Lease means all of the tenants above listed.

1. CONDOMINIUM/CO-OPERATIVE RIGHT OF TERMINATION:

(The following statement generally, as required by law, must be included in a lease for a condominium or cooperative unit.) THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

2. PROPERTY:

The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (the single-family home) (apartment # _____) (condominium unit # _____) (townhouse unit # _____) having a street address of _____ located in _____, New Jersey (referred to as the “Property”).

3. TERM:

The Term of this Lease is for _____(months) (years) starting on _____ and ending on _____. This is referred to as the “Term”. If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of the Property to the Tenant. If the first day of the Term is delayed, then the last day of the Term shall be adjusted accordingly, so that the Term remains for the number of months or years above stated.

**Tenant’s Initials _____
Landlord’s Initials _____**

4. RENT:

The rent for the Term of this Lease is \$ _____, to be paid as follows: \$ _____ per month, which is due on the _____ th day of each month. Rent shall be payable to: **Union Ave 33 LLC C/O ECI Property Management. P.O Box 730 Oakhurst, NJ, 07701. Portal Address to pay online: ECIPropertyManagement.com**

5. INITIAL DEPOSIT:

Tenant has paid an initial deposit of \$ _____ received on _____ that will be credited towards _____ the first month's rent or _____ the Security Deposit. The balance shall be paid as follows: First month's rent \$ _____ Due on _____, Security Deposit \$ _____ Due on _____.

6. SECURITY DEPOSIT:

The Tenant shall pay to the Landlord the sum of \$ _____ (the "Security Deposit" which cannot exceed one and one-half months' rent) to assure that the Tenant performs all of the Tenant's obligations under this Lease. If the Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than ten (10) percent of the current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 *et seq.* (the "Act"), unless this Lease is for owner-occupied Property with not more than two (2) rental units or is a seasonal tenancy of not more than 125 consecutive days. Any attempt to waive the requirements of the Act is prohibited and void as a matter of law.

The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account within thirty (30) days of each of the following: (a) the Landlord's receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within thirty (30) days of receipt of notice by the Landlord of the merger if the merger occurs more than sixty (60) days prior to the annual interest payment); or (c) the transfer or conveyance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January 31.

The name and address of the financial institution in New Jersey where the Security Deposit will be held is:

TD Bank – 101 Parker Road, West Long Branch, NJ, 07764

The type of account is Security Deposit Account

The current rate of interest on that account is .01 (may vary).

The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as well as the name and address of the new owner. The

Tenant's Initials _____
Landlord's Initials _____

notice shall be given by registered or certified mail within five days after conveyance of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments, giving all notices, and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within thirty (30) days of the termination of this Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Landlord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized in a statement by the Landlord and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified mail. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.

7. LATE PAYMENT PENALTY:

If the Tenant does not pay the rent by the 5 th day of the month, the Tenant shall pay a late charge of \$ 25 per day until the rent is received by Landlord. The late charge shall be added to the rent, and shall be considered as additional rent, which is defined in Section 8. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees to pay the Landlord a \$ 100 processing charge. In such event, the Landlord reserves the right to demand that future rent payments be made in cash, bank or certified check.

8. ADDITIONAL RENT:

Landlord may perform any obligations under this Lease which are Tenant's responsibility and which Tenant fails to perform. The cost to Landlord for such performance may be charged to tenant as "additional rent" which shall be due and payable with the next installment of monthly rent. Landlord has the same rights against Tenant for failure to pay additional rent as Landlord has for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.

9. POSSESSION AND USE:

The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the Property for any business, trade or profession. The Tenant shall not store any flammable, dangerous or hazardous materials at the Property, other than ordinary household cleaning materials. The Property shall not be allowed to be vacant for any extended period of time.

10. UTILITIES:

The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be responsible for paying the following utility services: Gas Electric. Tenant shall pay for all related deposits, and any charges, fees, or services on such utilities and these charges will be charged to Tenant as additional rent. Tenant must not allow these utilities to be disconnected for any reason, including disconnection for non-payment, until the Lease Term ends. The Landlord reserves the right (but has no obligation) to pay any unpaid utility bills which are the obligation of Tenant, and if such payment is made, such sums become due immediately and charged to Tenant as additional rent.

The Landlord shall provide and pay for the following utility services: Water Sewer General Trash Disposal. The Tenant agrees not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any damage or loss caused to Tenant or Tenant's property because of an interruption in utility services over which Landlord has no reasonable means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

11. NO ASSIGNMENT OR SUBLETTING:

The Tenant may not assign this Lease, sublet all or any part of the Property, or permit any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission in Landlord's sole and absolute discretion.

12. VIOLATION, EVICTION AND RE-ENTRY:

The Landlord reserves the right of re-entry. This means that if the Tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.

13. DAMAGES:

The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may include loss of rent, the cost of preparing the Property for re-renting and a brokerage commission incurred finding a new tenant as a result of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.

14. QUIET ENJOYMENT:

The Tenant may occupy the Property without interference from Landlord, subject to Tenant's compliance with the Terms of this Lease.

15. TENANT'S REPAIRS AND MAINTENANCE:

The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
- (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- (c) Drive and park vehicles only in designated areas, if any.
- (d) Take good care of the Unit and all equipment, fixtures, carpeting and appliances located in it.
- (e) Keep nothing in the Unit which is flammable, dangerous or which might increase the danger of fire or other casualty. Including e-bikes.
- (f) Promptly notify the Landlord of any condition which requires repairs to be done.

- (g) Use the electric, plumbing and other systems and facilities in a safe manner.
- (h) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper containers in accordance with the prescribed pick-up schedule.
- (i) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
- (j) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
- (k) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal property.
- (l) Do nothing to destroy, deface or damage any part of the Property.
- (m) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the Tenant.
- (n) Do nothing which interferes with the use and enjoyment of neighbors.
- (o) Do nothing to cause any damage to any trees or landscaping on the Property.
- (p) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
- (q) Comply with such rules and regulations that may be published from time to time by the Landlord.

16. LANDLORD REPAIRS:

The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.

17. ACCESS TO THE PROPERTY:

The Landlord shall have access to the Property on reasonable notice to the Tenant in order to inspect the interior and exterior of the Property, (b) maintain the HVAC and make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event of an emergency or if the Tenant is not home for more than seven (7) consecutive days. If this Lease is not renewed as per Section 28 of this Lease Agreement, Landlord shall then be allowed access to the Property at any time prior to the end of the Term for showing of Property to prospective tenants.

18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:

The Tenant may not alter or change the Property without first obtaining Landlord's written consent. By way of example, the Tenant may not:

- (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which

is nailed or tacked down, cemented or glued in;

- (b) Install any locks or chain guards;
- (c) Wallpaper, affix wall coverings or other permanent type decorations;
- (d) Install or change the electrical, plumbing, heating or air-cooling system.

When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached, prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the Tenant on demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the beginning of the Term, reasonable wear and tear excepted.

All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid for by the Tenant, and shall remain as part of the Property at the end of the Term of this Lease, unless the Landlord demands that the Tenant remove them. The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien or claim is filed against the Property, the Tenant shall have it promptly removed.

19. INSPECTION:

If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Landlord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.

20. INSURANCE:

Landlord does not maintain insurance to cover Tenant's personal property or personal injury. Landlord is not responsible to Tenant or Tenant's resident, guest, or occupant for damage or loss of personal property or personal injury (including but not limited) fire, smoke, rain, flood water and pipe leaks, hail, ice, snow, lightning, wind, explosion, earthquake, interruption of utilities, theft, hurricane, pest infestation, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

The Tenant is required to obtain, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of the Landlord and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request, the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy. If Tenant does not provide proof of insurance within 5 days after Landlord's request for proof of insurance, Tenant will incur a monthly fee of \$ 100 as additional rent, until Tenant obtains insurance as required by this Section. Additionally, Tenant is required to purchase personal liability insurance in the amount of \$300,000/\$100,000 for personal property. Failure to maintain personal liability insurance is an incurable breach of this Lease and may result in the termination of tenancy and eviction and/or any other remedy as provided by this Lease or applicable law. In addition, Tenant will be obligated to indemnify and hold the Landlord harmless from any claim that would have been covered under personal liability insurance.

Tenant is required to obtain Renters Insurance. In compliance with P.L. 1974, Chapter 48(C.46:8-39), Tenant is advised that crime insurance through the Federal Crime Insurance Program of Title 6 of the

Tenant's Initials _____
Landlord's Initials _____

Housing & Urban Development Act of 1970 is available to Tenant. Tenant may make application for such insurance from its own insurance agent.

Landlord's statutory liability insurance requirements are referenced in Section 22 below.

21. LOCKS AND LATCHES:

New Jersey law requires that Landlord provide (at no cost to Tenant) the following, when occupancy begins: (1) a medium duty dead latching lockset as specified in N.J.A.C. § 5:10-19.2; or (2) a dead bolt lock separate from the latch set; (3) a chain door guard; and (4) a peephole. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before Tenant moves in or within 7 days after Tenant moves in. Landlord may also keep a key to the Property for access to the Property in the event of an emergency that poses an immediate threat to the safety or health of persons using or near the premises or as otherwise provided under law. Tenant may not change the locks without Landlord's written permission. All openable windows, sliding doors, basement windows, and windows opening onto exterior stairways, fire escapes, porches, terraces, balconies, or other specified areas will be equipped with a locking device pursuant to N.J.A.C. § 5:10-19.2.

Payment. Tenant will pay for (as additional rent): (1) rekeying (or replacement keys) that Tenant requests or is required if Tenant changed the locks without Landlord's written permission (except when Landlord failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by Tenant or Tenant's family, occupants, or guests. Tenant must pay immediately after the work is done unless state statute authorizes advance payment. Tenant also must pay for (as additional rent) additional or changed devices Tenant requests in advance or afterward, at Landlord's option.

22. FIRE AND OTHER CASUALTY:

Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is restored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not be obligated to repair or restore any improvements that Tenant has made to the Property.

Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within ninety (90) days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

The Lease shall end if the Property is totally destroyed. The Tenant shall pay rent to the date of destruction.

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

23. LIABILITY OF LANDLORD AND TENANT:

Landlord is not legally responsible for any loss, injury or damage to any person or property unless and only to the extent such loss, injury or damage is directly caused by Landlord's negligence or omissions. The Landlord represents that, as required by N.J.S.A. 40A:10A-1, effective November 3, 2022, Landlord has

liability insurance in an amount no less than \$500,000.00 for combined property damage and bodily injury to or death of one (1) or more persons in any one (1) incident or occurrence, and that, effective February 1, 2023, if Property is a multifamily home that is four (4) or fewer units, one of which is occupied by Landlord, then the liability insurance is in an amount no less than \$300,000.00. Tenant is legally responsible for loss, injury or damage to any person or property caused by the negligence of Tenant, Tenant's family members, domestic employees, guests or visitors.

24. PETS:

No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the Landlord may withhold in the Landlord's sole and absolute discretion. Failure to obtain written permission from Landlord to have, keep, or allow others to bring any type of pet upon the Property will result in a fine of \$25.00 per day that the pet is present without prior written permission and may result in termination of the Lease for breach of the Lease at Landlord's sole discretion.

25. NOTICES:

All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused. If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal delivery, or (b) certified mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address on the first page of this Lease, and to the Tenant at the Property.

26. NO WAIVER:

The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.

27. SEVERABILITY:

If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and shall continue to be binding upon the parties.

28. RENEWAL OF LEASE:

The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. On or about 60 days before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within 10 days after the 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, then the Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of the Term.

29. FURNITURE:

If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this Lease and signed by the Landlord and the Tenant.

30. END OF TERM:

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

31. ASSOCIATION BYLAWS, RULES AND REGULATIONS:

If Property is subject to any Association Bylaws and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including any amendments.

32. WAIVER OF JURY TRIAL:

To minimize legal expenses and, to the extent allowed by law, Tenant and Landlord agree that a trial of any lawsuit based on statute common law, and/or related to this Lease shall be to a judge and not a jury. Any action against Landlord shall only be filed in the Superior Court of New Jersey, in the county where the premises are located, which Court shall have exclusive and sole jurisdiction of the matter.

33. SUBORDINATION:

This Lease is subject to all present and future ground leases or mortgages that affect the Property or the premises. Tenant shall promptly execute any certificate acknowledging the subordination of this Lease that Landlord may request. Tenant appoints Landlord as the Tenant’s attorney in fact for the purpose of executing any such certificate for Tenant.

34. SMOKE FREE AIR ACT:

Tenant acknowledges and understands that the State of New Jersey has enacted the New Jersey Smoke Free Air Act specifically recognizing the health dangers inherent in environmental tobacco smoke, and second-hand smoke. Tenant further acknowledges and understand that causing the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building, constitutes a nuisance and health hazard and is a material infringement on the quiet enjoyment of the other residents in the building and a material violation of the Lease. Tenant acknowledges and agrees that the prevention by Tenant, and Tenant’s invitees and guests, of the infiltration of second-hand smoke into the common areas of the building and or into other apartments in the building is of the essence to this Lease, and Tenant covenants and agrees to take all measures necessary to prevent second-hand smoke from emanating from Tenant’s Property and infiltrating the common areas of the building and/or into other apartments in the building. If second-hand smoke infiltrates the common areas or another apartment unit and this causes another tenant to vacate their unit and/or other costs, expenses or damages to the Landlord, Tenant will be responsible for all these costs, expenses and damages as additional rent. In addition, the Landlord shall have the right to evict Tenant from the Property.

35. BINDING:

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

36. ENTIRE AGREEMENT:

This Lease contains the entire agreement of the Landlord and Tenant. No representations have been made by the Landlord or its real estate broker or agents except as set forth in this Lease. This Lease can only be changed in writing by an agreement signed by both the Landlord and the Tenant.

37. ATTORNEY REVIEW CLAUSE:

(i) Study by Attorney.

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

(ii) Counting the Time.

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

(iii) Notice of Disapproval.

If an attorney for the Tenant or Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other party named in this Lease within the three-day period. Otherwise, this Lease will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, e-mail, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.

38. BROKER'S COMMISSION:

The Broker's Commission is earned, due and payable upon signing of a fully executed Lease Agreement and satisfaction of the Attorney Review Period set forth in Section 37 of this Lease. The Commission shall be paid by the Landlord in accord with previously executed Listing Agreement.

39. LEAD-BASED PAINT: (Applies to dwellings built before 1978)

N/A

40. WINDOW GUARD NOTIFICATION:

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 WINDOWSILL 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.

41. MEGAN'S LAW STATEMENT:

UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.

42. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Property.

43. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):

(A) _____, (name of firm) AND _____ (name(s) of licensee(s)) AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one) LANDLORD'S AGENTS TENANT'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.

(B) INFORMATION SUPPLIED BY _____ (name of other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one) LANDLORD'S AGENT ONLY TENANT'S AGENT ONLY DISCLOSED DUAL AGENT TRANSACTION BROKER.

44. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT: (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one). By signing below Tenant acknowledges receipt of the booklet, "Truth In Renting - A Guide To The Rights and Responsibilities of Residential Tenants and Landlords in New Jersey".

45. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:

The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

46. PRIVATE WELL TESTING: (This section is applicable if the Property's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act" - N.J.S.A. 58:12A-26 to 37).

By March 14, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either post the tests results in a readily visible location inside of the Property or provide a written copy thereof to the tenant. A "seasonal use or rental" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received the test results, acknowledges the posting thereof inside of the Property in accordance with the Act.

47. SECURITY CAMERAS:

If there are any security cameras on the Property, including but not limited to what often are called "nanny cams" or other video or audio taping equipment, the Landlord represents that the security cameras will be disabled and not functioning during the Term of this Lease unless only the Tenant has the use of the security cameras and neither the Landlord nor any other party has access to or the use of it. The Landlord acknowledges that any use or access to the security system by the Landlord or any other party during the tenancy may constitute an invasion of privacy of the Tenant and subject the Landlord to civil damages and criminal charges. Specifically excluded from this Section are such security cameras in multi-family housing that are in common areas, such as common hallways, the exterior of the building(s), entrance ways to the building(s), common laundry rooms, or common parking lots or garages.

48. MEGAN'S LAW REGISTRY:

Tenant is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.nisp.org.

49. NEW MULTIPLE DWELLING RENT CONTROL/LEVELING EXEMPTION:

If this box is checked, then the Property is exempt from rent control or rent leveling for such time as remains in the exemption period as provided in N.J.S.A. 2A:42-84.1, *et seq.*, and Tenant acknowledges that Landlord has provided Tenant with a separate written notice about this exemption before Tenant signed this Lease. The period for this exemption shall not exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling or for thirty (30) years from the completion of construction, whichever is less. If the box in this section is not checked, then Tenant may contact the municipal clerk to determine if there is any rent control or rent leveling that applies to the Property.

50. NON-PERFORMANCE BY LANDLORD.

This Lease and the obligation of Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise

by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Landlord.

51. NON-LIABILITY OF LANDLORD.

Landlord will not be liable for any damage or injury which may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hosting equipment: or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of Landlord or Landlord's or Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of Landlord, of any services to be furnished or supplied by Landlord. This limitation on Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of Landlord or of Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

52. LIMITATION OF LANDLORD'S LIABILITY.

It is specifically understood and agreed that there shall be no personal liability on Landlord, any officer or member of Landlord or any successor-in-interest to Landlord with respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to Landlord's interest in the Property for the satisfaction of Tenant's remedies. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of the recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be available to Tenant by law or under this Lease. Tenant must, however, litigate any claim which Tenant is unable to amicably resolve with Landlord and shall not make any deduction from Rent or other charges due hereunder on account of any claim, unless permitted to do so by court order.

53. INDEMNIFICATION.

Tenant will hold harmless and indemnify Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Property by Tenant.

54. ATTORNEY'S FEES; CONSEQUENTIAL DAMAGES.

In the event that either party hereto shall bring legal action against the other party arising from this Lease, then the prevailing party, or the non-dismissing party when the dismissal occurs other than by a settlement, shall be entitled to an award from the Court for reimbursement from the other party for all reasonable expenses thus incurred in good faith, including reasonable attorney's fees at all tribunal levels. The "prevailing party" for purposes of this Lease shall be deemed to be that party who obtains substantially the result sought, whether by dismissal or judgment. Anything in the Lease to the contrary notwithstanding Landlord and Tenant hereby agree that in connection with any dispute involving this Lease each hereby waive any right to consequential damages.

55. ADDENDA:

The following additional terms are included in the attached addenda or riders and incorporated into this Lease (check if applicable):

- Addendum Permitting Pets
- Addendum for Affordable Housing
- Addendum Flood Risk Notice

OTHER LEASE PROVISIONS, IF ANY:

WITNESS:

_____	_____	_____
	Landlord	Date
_____	_____	_____
	Tenant	Date
_____	_____	_____
	Tenant	Date

THIS PAGE SHOULD BE KEPT SEPARATE FROM THE LEASE

VERIFICATION OF VERBAL WINDOW GUARD NOTIFICATION

This will verify that the below window guard notification was provided verbally at the time of lease signing to the undersigned tenant by the owner, lessor, agent, or other person who manages or controls the unit (“owner/representative”) and that the tenant was made aware of his/ her right to request installation of window guards and understands this notification.

WINDOW GUARD NOTIFICATION:

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 WINDOWSILL 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.

<hr/> <small>TENANT (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>
<hr/> <small>TENANT (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>
<hr/> <small>TENANT (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>
<hr/> <small>OWNER REPRESENTATIVE (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>
<hr/> <small>OWNER REPRESENTATIVE (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>
<hr/> <small>OWNER REPRESENTATIVE (Print Name)</small>	<hr/> <small>TENANT (Signature)</small>	<hr/> <small>Date</small>

Tenant's Initials _____
Landlord's Initials _____

FLOOD RISK NOTICE

This Notice is provided pursuant to N.J.S.A.46:8-50, and is applicable to the rental property located at: 33 Union Avenue, Manasquan, New Jersey

1. Is any or all of the rental property located wholly or partially in the Special Flood Hazard Area (“100-year/1% Annual Chance Flood Plain”) according to FEMA’s current flood insurance rate maps for the leased premises area?

Yes, effective map Yes, preliminary map No

2. Is any or all of the rental property located wholly or partially in a Moderate Risk Flood Hazard Area (“500-year/0.2% Annual Chance Flood Plain”) according to FEMA’s current flood insurance rate maps for the leased premises area?

Yes, effective map Yes, preliminary map No

3. Has the rental premises or any portion of the parking areas of the real property containing the rental premises subject to the lease ever experienced any flood damage, water seepage, or pooled water due to a natural flood event?

Yes No Unknown

If the answer is Yes, how many times has such an event occurred: _____

If the answer is Yes, describe each such event, including date of event:

Tenant: _____ Landlord: _____

Date: _____ Date: _____

NOTE: Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020. To learn more about these impacts, including the flood risk to your property, visit flooddisclosure.nj.gov.

FLOOD INSURANCE: Flood insurance may be available to renters through FEMA’s National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter’s insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

To learn more about how to prepare for a flood emergency, visit nj.gov/njoem/plan-prepare/floods.