



SOUTH MEADOW

MAPLEWOOD

WESTBURY

LEASE GENERAL TERMS

2/1/08

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- 1. RENT PAYMENT POLICIES** Rent payment is due on the 1st day of each month and will be considered late if not paid in full on or before 4 PM the 4th day of the month. Tenant(s) agrees to pay a late fee of \$10.00 per day until the rental payment is paid in full. Tenant(s) shall make all monthly payments in one monthly check or cash payment. Tenant(s) shall add \$1.00 for each additional check or cash payment per month. Tenant(s) agrees to pay a \$20.00 charge for each returned check plus daily late fees until Landlord receives acceptable payment. All monies received by Landlord shall be applied first to non-rent obligations of the Tenant(s), including late charges, charges for returned checks, pet penalties, utility reimbursements, and damage reimbursements, if any, then to rent, regardless of notations on the check. At Landlord's option, Landlord may at any time, require that all rent and other sums be paid in cash, cashier's check, certified check or money order.
- 2. MOVE OUT NOTICE/LEASE RENEWAL** Written notice of termination must be given by either party at least 30 days before the end of the Lease Term or any renewal or extension period, or in the absence of such notice, this lease will be automatically renewed on a month-to-month basis unless another lease is signed by both parties. In the event of automatic renewal or extension, the Lease Term shall extend to, and the rent shall be paid through, the last day of the month following the expiration of the 30-day notice period; in other words, the last month's rent must be for a full month without any proratons. Failure to give the 30 day written move-out notice will subject Tenant(s) to liability for further rentals, subletting charges, and other damages and charges to which Landlord is entitled.
- 3. RELETTING BY LANDLORD** Should Tenant(s) vacate or abandon the leased premises without rent being paid in full for the entire lease term or renewal or extension period, Landlord shall use diligence to sublet and Tenant(s) shall be charged for costs of subletting regardless of whether or not subletting attempts are successful. However, Landlord will not be deemed to have accepted any abandonment as surrender unless written notice of an election to do so is given to Tenants. Acceptance of keys to the dwelling unit shall not constitute an acceptance of any abandonment or surrender. It is the mutual benefit of both Tenant(s) and Landlord to stipulate in advance the costs of subletting because it is difficult to evaluate such costs as inconvenience, paper work, pro-rate advertising, showing leased premises, checking prospects, administrative and office overhead, and locator service fees (all of which may vary greatly). Therefore, it is agreed that costs of subletting shall be the liquidated sum of \$200.00 regardless of whether the actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals and/or charges for utilities, cleaning, repairing, repainting or other sums due under this lease. All subsequent rentals received shall be credited against tenant's liability for future rentals. In the event Tenant(s) abandons personal property in or about the dwelling unit, such shall become the property of the Landlord and the Landlord may retain it or dispose of it as the Landlord determines.
- 4. APPLICATION FEE AND SECURITY DEPOSIT** Tenant(s) shall pay Landlord on or before the execution of this lease security deposit in the amount stipulated in Paragraph A-6 of the Lease Agreement in addition to the first month's rent. Twenty-five dollars (\$25.00) of the security deposit shall be kept by the Landlord as a service fee for the processing of the Application and Lease. The balance of the security deposit shall be the security deposit retained by the Landlord, in trust, to secure the performance of this Lease and shall be subject to refund by Landlord to Tenant(s) pursuant to the provisions of the Uniform Residential Landlord Tenant Act. The security deposit shall not be applied by Tenant(s) to the last month's rent. The refundable portion of the security deposit will be remitted to the forwarding address provided by Tenant(s) if the Tenant(s) has complied with the terms of this Lease. (Also see paragraph #21 and #22 of the Rules and Regulations.)
- 5. MOVE IN INSPECTION** Tenant(s) shall complete the move-in inspection report form provided by Landlord and return same to Landlord within three days after move-in. Landlord will rely on said form when determining deductions from Tenant's security deposit for damage to the premises. Tenant's failure to return the move-in inspection form will constitute Tenant's acceptance of the premises as entirely clean and damage free.
- 6. PET POLICY** Tenant(s) shall not permit any pet on the leased premises or common areas, even temporarily. Violation of the pet policy will be considered a material noncompliance by Tenant(s) with the Lease Agreement and, in addition to other remedies provided herein, shall subject Tenant(s) to a penalty of \$50.00 per day of violation and subject Tenant's apartment to unannounced inspections for 6 months. A second pet violation will result in eviction.
- 7. ASSIGNMENT, SUBLETTING, AND ADDITIONAL TENANTS** Tenant(s) shall not assign, sublet, or permit additional persons to occupy the premises without the prior written consent of the Landlord. Failure to report a sublet or roommate change will result in a \$100 fee.
- 8. HOLDOVER** If Tenant(s) remains in possession without Landlord's consent after expiration of the term of the rental agreement or after notice of its termination is given to Tenant(s), Landlord may bring an action for possession and in addition, shall recover the greater of the actual damages sustained by the Landlord or liquidated damages of \$75.00 per day for each day, or portion thereof, that the Tenant(s) fails to surrender possession. No consent under this paragraph shall be valid unless it is in writing and signed by Landlord. In addition to the foregoing damages, the Tenant(s) shall pay the Landlord the actual attorney's fees incurred as a result of Tenant(s)'s holdover.
- 9. DELAY OF POSSESSION** If Landlord is unable to give Tenant(s) possession at the beginning of the term, the rent shall be rebated on a pro rata basis until possession can be given, which rebated rent shall be accepted by Tenant(s) as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within fifteen days of the beginning of said term either party may there upon terminate this lease by giving the other party notice of such termination.
- 10. REIMBURSEMENT** Tenant(s) shall promptly reimburse Landlord for any loss, property damage, or cost of repairs of service to the dwelling caused by negligence or by improper use by Tenant(s), Tenant's guests, or other occupants. Landlord's failure or delay in demanding damage reimbursement, utility reimbursement, late payment charges, returned check charges, pet policy violation, or other sums due by Tenant(s) shall not be deemed a waiver and Landlord may require payment of same at any time, including deduction from Deposit. Landlord may require advance payment of repairs for which Tenant(s) is liable.
- 11. USE OF LEASED PREMISES** The leased premises shall be used as a single-family private dwelling only. Tenant(s) shall not permit the leased premises or any part thereof to be used for (i) the conduct of any offensive, noisy, unlawful, or dangerous activity (ii) repair of any vehicle (iii) the conduct of any business of any type, including child care (iv) the conduct of any activity which violates any applicable deed, homeowners or subdivision restrictions (v) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other persons near the leased premises. Tenant(s) shall register all vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles and boats) on the leased premises with the Landlord. Non-operative vehicles shall not be stored on the leased premises or on the street in front of or adjacent to the leased premises. Landlord may tow any Tenant(s) vehicles, which are deemed inoperable, at Tenant(s)'s expense. Tenant(s) shall keep the leased premises, which are reserved for Tenant(s) private use, clean and sanitary. Garbage shall be disposed of only in appropriate receptacles. Tenant(s) shall not do, or cause to be done, any interior decorating, painting, or remodeling. Guests may not stay in the leased premise longer than 5 consecutive days without Landlord's written permission.
- 12. ABSENCES** Tenant(s) shall notify Landlord of any anticipated absence from the premises greater than 5 days no later than the 1st day of the extended absence.
- 13. LOST KEYS, LOCK-OUT, & LOCK CHANGES** If you are locked out of your apartment during regular office hours, a duplicate key may be temporarily checked out. There is no charge for this service provided the key is returned. (\$25.00 charge if key is not returned within one business day.) A

charge of \$40.00 will be assessed for lockouts occurring outside regular office hours. There will be a charge of \$5.00 for each lost key or additional key requested. If the lock must be changed because of Tenant(s) neglect, including loss of keys, or failure to return all keys at the end of the lease, then a charge of \$60.00 shall be assessed to the Tenant(s) for each lock replacement.

14. LIABILITY Landlord or Landlord's Representative shall not be liable to Tenant(s), Tenant's guests, or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the leased premises, or other occurrences unless such damage or injury is caused by the gross negligence of Landlord or Landlord's Representatives. Tenant(s) agrees to notify Landlord immediately of any dangerous or potentially dangerous conditions on or about the leased premises. **LANDLORD STRONGLY RECOMMENDS TENANT OBTAIN OWN INSURANCE.**

15. INDEMNITY Tenant(s) shall hold the Landlord harmless for damage or injury, which may be sustained by the Tenant(s) from damage, caused by breakage, leakage, or obstruction of pipes, and from latent defects not known to Landlord

16. HABITABILITY As to present and continued habitability and rental value, Tenant(s) have inspected the property and fixtures and acknowledge that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that condition changes so that, in Tenant(s) opinion, the habitability and the rental value of the premises is affected, then Tenant(s) shall promptly give a reasonable written notice to the Landlord.

17. OTHER REMEDIES If Tenant(s) shall fail to comply with any of the terms or conditions of this lease the Landlord, in addition to any other remedies, may exercise, at his discretion, any one or more of the following remedies, to wit: (1) declare the rent for said entire term due and proceed to collect the same; (2) elect to declare a forfeiture of this lease and all Tenant(s) rights hereunder, an ordinary 3 day notice to quit being sufficient for this purpose as well as being the basis for suit for possession. The partial payment of rent due shall not constitute a waiver of right of action for balance due aided by attachment or of action for forcible entry and detainer on account of the unpaid balance of rent for the month upon which part payment was made. In all provisions under this lease, time is of the essence and the performance of all other obligations is material.

18. ATTORNEY'S FEES In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this lease, or in any other case permitted by law in which attorneys fees may be collected from Tenant(s), they agree to pay reasonable attorneys fees, and the actual cost for having the sheriff or other person serve any notices, subpoena's or other documents upon the Tenant(s), witnesses or other person relative to this lease.

19. NO ORAL CHANGES No statement, representation or promise with reference to this lease or the premises leased or any repairs, alterations or improvements or the change in the term of this lease shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant(s). **ALL AGREEMENTS OF THESE PARTIES TO DATE HEREOF ARE EXPRESSED IN THIS WRITTEN LEASE.**

20. TEMPORARY SUSPENSION OF UTILITIES If, by the express terms of this lease, Landlord is to furnish heat, hot water or other utility, he shall not be held responsible in any way for temporary suspension in supply, or same and such temporary suspension shall not be deemed grounds sufficient to terminate this lease or any part thereof.

21. LANDLORD ACCESS Landlord or other persons specifically authorized by Landlord, may enter the leased premises by reasonable means at reasonable times to (i) inspect the leased premises (ii) make repairs (iii) show the leased premises to prospective tenants or purchasers, governmental inspectors, exterminators with Tenant(s) consent, fire marshals, lenders, appraisers, insurance agents. Landlord shall have the right to enter the premises without notice, if in good faith he does so to meet an apparent emergency or if in response to a request for repairs by Tenant(s).

22. BINDING EFFECT All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties to the same extent as if each successor and assignee were in each case named as a party to this lease. This lease may not be changed, modified or discharged except by a writing signed by both Landlord and Tenant(s).

23. SEPARABILITY Each and every covenant and agreement contained in this lease shall for all purposes be construed to be a separate and independent covenant and agreement, and a breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

24. INDEMNIFICATION Tenant(s) herein covenant and agrees to defend and hold, save and bear harmless Landlord herein of and for any and all actions, damages, costs, charges and expenses, including but not limited to attorney's fees by reason of or arising from or growing out of the negligence or misfeasance of the Tenant(s).

25. GENERAL MAINTENANCE Tenant(s) shall be responsible for keeping all toilets, garbage disposals, and drains from clogging and water systems from freezing and shall pay all expenses associated with unclogging the drains or garbage disposals, thawing the pipes, and repairing the damage caused by clogging and freezing. Tenant(s) shall not perform or cause to be performed any maintenance work. Tenant(s) shall notify Landlord of all required maintenance.

26. WAIVER OR REQUIREMENTS No requirements whatsoever of this lease shall be deemed waived or voided, nor shall Landlord's acceptance of any payment with knowledge of any default or Landlord's failure or delay to take advantage of any default constitute a waiver of Landlord's rights thereby nor of any subsequent or continued breach of any requirements of this lease agreement. All remedies herein provided for shall be in addition to, and not in substitution for, any remedies otherwise available to Landlord.

27. JOINT AND SEVERAL LIABILITY In the event of more than one Tenant, each Tenant is jointly and severally bound to all the terms and conditions of this Lease Agreement.

28. GOVERNING LAWS If any provisions herein should become inconsistent with laws, rules or regulations of any government or regulatory body having jurisdiction over the subject matter, such provisions shall be deemed to be modified or rescinded in accordance with any such laws, rules or regulations.

29. LEGAL CONSTRUCTION If any provisions or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected and this agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

30. CAPTIONS Captions used in this agreement are for convenience or reference only and shall not be construed so as to affect the meaning of the text hereof.

31. LEAD BASED PAINT Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord acknowledges that dwellings were constructed prior to 1978, however, Landlord has no knowledge of lead based paint and/or lead based paint hazards in the dwelling. Landlord has no reports or records pertaining to lead based paint and/or lead based paint hazards in the dwelling. Tenant(s) acknowledges receipt of the federally approved pamphlet "Protect Your Family From Lead In Your Home".

32. INTERNET SERVICE Landlord provides Internet service to tenant. This service is designed for web browsing, instant messaging and email use. It is NOT meant for constant downloads via peer-to-peer or other file sharing tools. In order to provide a high-quality experience for all users, the following rules apply to Internet usage.

1. Tenant shall provide his or her own adapter to connect to the Internet.
2. Tenant shall have a current anti-virus program installed and running on his or her computer.
3. Tenant agrees to avoid using file-sharing programs or any other software that degrades the Internet speed excessively.
4. Tenant agrees to register every computer used on the network and to only use IP addresses assigned to his or her computer.

Any violation of these rules may result in permanent removal of Internet service.

Tenant agrees that Landlord is not responsible for loss or modification of data or programs. Tenant will make reasonable efforts to assure that access to his or her computer systems and networks is limited to authorized persons and uses only.

All technical support requests must be submitted to our office and Internet provider.