

RESIDENTIAL LEASE AGREEMENT

BETWEEN LANDLORD: **CWS Marketing Inc. C/O United States of America**
AND TENANT:

Whose address is: **60 4th St Apt 1 Passaic, NJ 07055**

Tenants Soc. Sec. [REDACTED]
DOB [REDACTED]
Phone Number [REDACTED]
Email [REDACTED]

The word "Tenant" as used in this lease (the "Lease") means all of the tenants listed above.

1. **PROPERTY:** The tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant property having an address of **60 4th St Apt 1 Passaic, NJ 07055** (the "Property" / "Premises") subject to the terms and conditions set forth in this Lease.

2. **TERM:** The initial term of this Lease is for **1 Year** starting on **November 1st, 2021** and ending on **October 31st, 2022** (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 be liable to Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then the Tenant may terminate this Lease by giving Notice to the Landlord. 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 stated above.

3. **RENT:** The rent for the Term of this Lease is **\$11,880.⁰⁰** to be paid in monthly increments on the **1st day of the month**. Tenant shall pay **\$990.⁰⁰** per month.

Payment can be made to the following address or via online.

Mailing

Advanced Property Mgmt. Inc.
PO Box 823
Saddle Brook, NJ 07663-0823

Online (Link to register)

<http://www.payclix.com/AdvancedPropertyMgmt>

INITIAL DEPOSIT: Tenant has paid an initial deposit of **\$0.⁰⁰** to be credited towards the security deposit.

Owner Initials TM

Tenant Initials _____

4. SECURITY DEPOSIT: Tenant shall pay to the Landlord the sum of \$0⁰⁰ which can't exceed 1 ½ months rent assure that Tenant performs all of Tenants obligations under this Lease. Landlord shall comply with Rent Security Deposit Act (NJ.S.A. 46:8-19 et seq.) This includes depositing the Security Deposit of to an interest-bearing account. The Landlord may deduct from the Security Deposit any costs resulting from the Tenant's failure to comply with any of the terms of this Lease. If the Landlord makes any such deductions, then upon demand, the Tenant shall promptly restore the Security Deposit to its original amount. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.

The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this Lease, the Landlord shall return the Security Deposit plus the Tenant's portion of the accumulated 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, registered or certified mail.

If the Landlord sells or transfers the Property during the Term of this Lease, the Landlord will transfer the Security Deposit plus the accumulated portion of Tenant's interest to the new owner. Landlord shall notify the Tenant of the sale and transfer, as well as the name and address of the new owner. Thereafter, the new owner shall have all responsibility regarding the Security Deposit, and the Landlord shall have no further responsibility. Deposit will be returned to Resident thirty (30) days after the residence is vacated if:

- (a) Lease term has expired or agreement has been terminated by both parties; and
- (b) All monies due Landlord by Tenant have been paid; and
- (c) Residence is not damaged and is left in its original condition, normal wear and tear expected; and
- (d) Landlord is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
- (e) Deposit will not be returned if Tenant leaves before the lease time is completed.
- (f) There will be a disposal charge of any objects left on premises to remove that are not of typical waste and bulk in nature (sofa, couch, cabinets, appliances, etc.)
- (g) If Tenant does not empty the apartment upon move out and Property Management has as to return back again to location, then there will be a charge of \$50 for a return trip visit.
- (h) If Tenant received mailbox key and does not return it back after Tenant vacates there will be a \$65 charge.
- (i) There will be a minimum \$115 carpet cleaning charge or more if deemed necessary and a general cleaning of the property if required.
- (j) Under no circumstances will the keys be left in residence when Tenant vacates the Property. There will be a minimum charge of \$95 or more if management does not have current copy of keys and needs locksmith to enter said premises. Tenant needs to provide keys back to management upon move out or mail keys in secured envelope postmarked prior to last day of rent (tracking number needed) to address on 1st page of Lease (Section 3.) If keys are mailed after last day of move out then there will be a charge of additional rent for the extra days.

Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit. Tenant may not apply the deposit to any of the rent payment.

It is the intent of both parties that the length of the Lease will be the Term and that the last month's rent will apply only to the last month of the lease period.

Should this lease be breached by the Tenant, both the last month's rent and the security deposit shall be forfeited as liquidated damages and the Tenant will owe rent through the last day of occupancy. Furthermore, if any Tenant signs the Lease but decides not to proceed, said Tenant shall pay \$295.⁰⁰ as liquidated damages.

5. LATE CHARGES: The Tenant shall pay a late charge of \$85.⁰⁰ after 5 days to be received by the Landlord, late charge shall be added to the rent, and shall be considered as additional rent, which is specified in Section 6. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees to pay the Landlord \$45 for each dishonored check. In such event, the Landlord reserves the right to demand that future rent payments to be made in cash, bank or certified check.

6. ADDITIONAL RENT: Landlord may perform any obligations under the 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. The additional rent may include reasonable attorney's fees and filing fees incurred by Landlord because of Tenant's failure to perform under this Lease. 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.

7. POSSESSION AND USE: The Landlord shall give possession of the Property to the Tenant for the Term of this Lease. The Tenant shall occupy the Property only as a Private Residence. 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.

8. 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:

X Gas X Electric X Heat X Hot Water
(Other) _____

The Landlord shall provide and pay for the following utility services:

Gas Electric X Water / Sewer

The Tenant agrees not to waste or unreasonably use any utility or appliance that is provided by the Landlord. The 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 to control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

9. NO ASSIGNMENT OR SUBLETTING: The Tenant may not assign this Lease, for 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.

10. VIOLATION, EVICTION AND RE-ENTRY: The Landlord reserves the right of re-entry in the event the Tenant breaches or violates any term, covenant or condition of this agreement. This

control. Tenant will not be entitled to any offset or abatement of Rent or Additional Rent by reason of inconvenience or annoyance, due to repairs, improvements or for any reason beyond the Landlord's control. Landlord will be under no liability to Tenant due to any discontinuance of heat, hot or cold water, or for the discontinuance of any other service caused by the handling of electric wires or lights, or plumbing. Landlord will not be liable for loss or damage to property of Tenant caused by termites or other vermin, or by rain, snow, water or steam which may leak into or flow from any part of the Property building through any defect in the roof or plumbing or from any other source whatsoever, unless caused by negligence of Landlord, its agents or employees or otherwise; Tenant agrees to assume the responsibility of defending, at this expense, any claim which may be made against Landlord by any person claiming the right to be in the Property through or under the Tenant, any pay for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of Landlord, its agents or employees.

15. TENANT'S REPAIRS AND MAINTENANCE: The Tenant shall pay for all repairs, replacements and damages caused by the act of 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. The Landlord will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Tenant. Tenant shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition.

In the event repairs to the interior become necessary, the Tenant shall make contact with all repair or service people and will be responsible for paying the first \$95.00 (the "Maintenance Charge") of any charge notwithstanding the reason for the repair. The Maintenance Charge will be added to the rent, and shall be considered as additional rent, which is specified in Section 6. In the event the Tenant is away for an extended period of time, which for the purposes of this Lease shall be defined as a period of ten (10) days, the Landlord may enter the Property without Tenant's written consent for the purpose of making replacements or repairs necessary to preserve the well-being of the Property. However, nothing herein shall relieve the Tenant of his/her responsibility to make all necessary repairs and replacements to preserve the well-being of the Property.

16. LIABILITY: Tenant releases Property Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Tenants invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against residence as a result of Tenant's action.

17. RULES AND REGULATIONS:

- (a) Locks: Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. If Tenant changes the locks without prior permission and does not give new keys to management company within 3 business days, there will be a fine of

\$150 added to the rent, and shall be considered as additional rent, which is specified in Section 6. All keys must be returned to Landlord of the premises upon termination of the occupancy.

- (b) Keep and maintain the Property in a neat, clean, safe, and sanitary condition.
- (c) **PARKING: PLEASE PARK IN DESIGNATED PARKING SPOTS.**
- (d) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- (e) Keep nothing in the Property which is flammable, dangerous, or which might increase the danger of fire or another casualty.
- (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) **GARBAGE:**
 - a. **Remove all garbage and recyclables from your premises and place in the Dumpster provided if applicable or in garbage can.**
 - b. **Do not leave any perishable Food exposed in the Building.**
- (i) Not engage in any activity, which may cause a cancellation or an increase in the cost of the Landlord's insurance coverage's
- (j) If Condominium / Townhouse, Tenant will be responsible for any penalty due to violation of by-laws from the community.
- (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 neighboring properties.
- (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.
- (r) Washing machines & Dryer units **NOT** permitted in the apartment.
- (s) Tenant prohibited from installing any type of satellite dishes on the house.
- (t) Guest: Tenant shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Landlord's rules and regulation may be deemed by Landlord to be a breach by Tenant. No guest may stay longer than 3 days without permission of Landlord: otherwise a \$15 per day guest charge will be applied
- (u) Smoking is **NOT** permitted in the home.
- (v) There are **NO** pets unless elsewhere noted in this Lease. If a tenant is found to be harboring a dog, cat or any other pet in violation of the terms of the lease, a penalty of **\$25 PER DAY** will be assessed and shall be considered as additional rent, which is specified in Section 6, until the pet is removed, or the tenancy terminated.
- (w) Basement (if available and provided) will be used for storage purposes only and no beds or living quarters can be present. That where full basement is included for the Tenant's public use, it is done with the complete understanding that the landlord shall not be liable for any loss, damages or injury whatsoever, including but not limited to any such

damages or injury which may be caused by dampness and for water leaks. It is understood and agreed that the basement area is not part of the rental space but a bonus to be used or disregarded as the Tenant desires.

- (x) Tenant is responsible for maintaining adequate heat during the winter months to avoid freezing of the pipes for plumbing issues and will be held liable if such occurrences happen.
- (y) All forms of communications for correspondence, maintenance and/or repair requests must be done via support website <http://www.support.apmind.net> and in written form
- (z) If single family residence, Tenant is responsible for upkeep on the landscaping and caring for lawn. (Not applicable to condominiums, townhouses or HOA communities)

18. LANDLORD REPAIRS: The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Property, such as the 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 13. 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.

19. LANDLORD HAS THE RIGHT TO ENTER PREMISES: (a) Landlord has the right to inspect the interior and exterior of the property (b) make necessary repairs, alterations, or improvements & supply services, and (d) show it to prospective buyers, appraisers, contractors, or insurers. If the Landlord decides to sell the property, Landlord will give Tenant 45-day notice if property is sold in order to move out. The Landlord may enter the property without prior notice in the event of an emergency, mandatory city/state inspection or if the Tenant is not home for more than seven consecutive days. If this Lease is not renewed as per Section 30 of this Lease Agreement, Landlord shall then be allowed to access the Property at any time prior to the end of the Term for showing of the Property to prospective tenants.

20. 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.
Apply wallpaper; affix wall coverings, or other permanent type decorations.
- (d) When painting Tenant must have the Landlord's permission regarding paint colors. All painting must be in a workmanship like manner. The Tenant must repair, paint and patch all walls prior to vacating the premises. Upon expiration of Lease Landlord has the right to have apartment returned to its present condition at the Tenant's expense.
- (e) Landlord is only responsible to sheetrock walls and prepare for primer and paint.

21. INSURANCE: The Tenant shall be responsible for obtaining, at tenants own cost and expense, a tenant's insurance policy for the tenant's furniture, furnishings, 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.

22. FIRE AND DESTRUCTION: The Landlord carries no insurance coverage for loss to Tenant's belongings and Tenant is responsible for securing his/her own insurance protection against loss to his/her belongings by fire or other cause. 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. Tenant shall not use the premises or permit them to be used in such manner that Fire or other insurance shall be rated a more hazardous risk than at the date of the signing of the Lease, Crime Insurance is available through the Federal Crime Insurance program, PO Box 6301, Rockville, MD. 20850. (301) 251-1660.

23. INDEMNIFICATION: Tenant hereby indemnifies and shall pay, defend, protect and hold Landlord harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature, except to the extent Landlord is compensated by insurance maintained by Tenant hereunder and except for such of the foregoing as arise from the gross negligence or willful misconduct of Landlord, its agents, servants or employees, arising or alleged to arise, from or in connection with, any injury to, or to death of, any person or loss or damage to property on or about the Property arising from or connected with the possession or use of the Property by Tenant.

24. NO PERSONAL LIABILITY: Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of the Landlord, its members, officers, employees, successors, assigns or any mortgage in possession, with respect to any of the terms, covenants and conditions of this Lease, such exculpation of liability to be absolute and without any exceptions.

25. NOTICE OF INJURY: Tenant acknowledges his/her responsibility pursuant to Section 13 of this Agreement to inform Landlord, in writing, of any defects or imperfections concerning the Property. Tenant also agrees to inform the Landlord, in writing, of any personal injuries occurring on or within the Property within thirty (30) days of the incident (the "Incident"). Tenant must include the (1) date of the alleged incident; (2) the parties involved in the incident; (3) the cause of the incident; (4) the alleged injury. Tenant must send such notice to the address set forth below. Tenant understands that his/her failure to report the incident as required under this Paragraph constitutes a material breach of this Agreement. Tenant understands that the purpose of this Paragraph is to ensure that Landlord is put on notice of any possible claims and to allow Landlord the opportunity to investigate such claims. Tenant also understands that his/her failure to report an incident or injury may preclude Tenant from bringing a claim against Landlord, its agents, heirs or successors for conduct in connection with the Incident. Tenant understands that this Paragraph applies to personal injuries to Tenant and/or any invitee, licensee or guest of the Property.

26. ATTORNEY'S FEES: In connection with all of Tenant's defaults and all litigation involving either of the parties and this Lease, Tenant shall pay to the Landlord all reasonable fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys' fees and expenses. Tenant will also pay Landlord's attorneys' fees and expenses: even if tenant initiates the litigation or in connection with the defense of any and all Counterclaims or Cross-Claims by Tenant, in connection with disputes arising from the negotiation of a new lease or lease extensions and/or for any and all appeals. Any provision in this Lease affording Landlord's attorneys' fees shall be considered as additional rent.

27. WINDOW GUARDS (applicable to multiple dwelling units): The Tenant may have window guards installed by the Landlord in the Tenant's apartment and the public halls, provided that: (1) Tenant makes a written request to the Landlord for such installation; and (2) a child 10 years

of age or younger resides in the apartment or are regularly present in the apartment for a substantial period of time; and (3) the Tenant's apartment is located higher than the first floor. Tenants living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the tenant's unit have access without having to exit the building. Window guards shall not be installed on any window giving access to a fire escape. No tenant shall obstruct or interfere with the installation of the window guards and no tenant shall remove or otherwise render ineffective such window guards.

The tenant shall grant the landlord access to the apartment to inspect each window guard in the apartment. Any expenditures made by the landlord in connection with installation and maintenance of the window guards shall be deemed to be capital improvement costs, which may be, at the landlord's option, passed onto the tenant. These costs shall be considered additional rent.

28. NO WAIVER: The Landlord's failure to enforce an obligation of the Tenant containing in this lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.

29. SEVERABILITY: If any term or condition of this Lease is contrary to law, the remainder of the lease in any one instance shall be unaffected and shall continue to be binding upon the parties.

30. ABANDONMENT: If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord and/or its agent may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion and/or its agents rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

31. RENEWAL OF LEASE: The Landlord must offer the tenant a renewal of this Lease, 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 30 days before the expiration of the term of this lease, the Landlord shall notify the tenant of the proposed terms for the renewal lease. Tenant shall notify Landlord in writing whether tenant accepts or rejects the proposed renewal of Lease. If the Tenant fails to reject the new lease in writing within 30 days of receiving it via mail and/or e-mail, the new Lease is accepted with the new terms, and shall renew for an annual term. If the

tenant does not accept the renewal lease, the tenant must vacate the property at the end of the term. Moreover, the tenant must give minimum 30-day written notice to Landlord prior to end of the lease otherwise the difference of the date given to the expiration of term will be deducted from the security deposit. The notice from tenant for non-renewal of the lease is necessary in order to show apartment to prospective tenants prior to the end of the lease.

32. **BINDING:** This lease is binding on the Landlord and the tenant and all parties who lawfully succeed to their rights and responsibilities.

33. **ATTORNEY REVIEW CLAUSE:**

(1) **Study by Attorney**

The tenant 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 the three-day period unless an attorney for the tenant reviews and disapproves of the lease.

(2) **Notice of Disapproval**

If an attorney for the Tenant reviews and disapproves of this lease, the attorney must notify the Landlord named in the lease within three-day period. Otherwise this lease will be legally binding as written. The Attorney must send the notice of disapproval to the Landlord by certified mail. The attorney may list any suggested revisions on the lease that would make it satisfactory.

34. **CARBON MONOXIDE SENSOR DEVICE:** If the property is a multiple dwelling, the installation of carbon monoxide sensor devices shall be the responsibility of the Landlord as required by law.

35. **OTHER LEASE PROVISIONS, IF ANY:**

36. **WITNESS WHEREOF,** the Landlord and Tenant have each duly executed and signed this 11-page Lease agreement and agree to be bound by its terms and contents.