

# LEASE AGREEMENT

## SOMERSET APARTMENTS

This LEASE AGREEMENT ("**Lease**"), dated as of the **December 22, 2021**, is by and between 45 River Road Urban Renewal Associates, LLC, a New Jersey limited liability company having an address at 125 River Road, Suite 301, Edgewater, NJ 07020 ("**Landlord**") and **Phillip Tarabola**, having an address at **13 Beverly Place Edgewater, NJ** ("**Tenant**"). The Landlord's management agency is DBR Management having an address at 125 River Road, Suite 301, Edgewater, NJ 07020 ("**Management Agency**") and contact information as follows: (201) 840-0050.

WITNESSETH THAT, in consideration of the rents, covenants, and agreements hereinafter set forth, Landlord and Tenant covenant, warrant, and agree as follows:

1. RENTAL PROPERTY. Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord an apartment designated as apartment number **207** ("**Apartment**") in Somerset Apartments ("**Building**") located at 8 Somerset Lane in the Borough of Edgewater in the County of Bergen and the State of New Jersey ("**Property**"). The leased premises shall also include an assigned parking space designated as [ **TBD** ], as more fully described in Paragraph 17 below.

2. LEASE TERM. The term of this Lease is for One (1) year ("**Lease Term**" or "**Term**") beginning on **January 1, 2022** ("**Beginning Date**") and ending on **December 31, 2022** ("**Ending Date**"). This Lease shall not be considered binding unless and until, the first Monthly Rent payment, in accordance with Paragraph 3, and the Security Deposit, in accordance with Paragraph 7, have been paid and collected.

3. MONTHLY RENT. Tenant agrees, without demand, to pay Landlord \$[**19,044.00**] as rent under this Lease to be paid \$[**1,587.00**] ("**Monthly Rent**") per month due and payable in advance on the first day of each and every month for the Term hereof.

3.1 Tenant shall pay Landlord the first Monthly Rent payment along with the Security Deposit as noted in Paragraph 7 below upon signing this Lease.

3.2 Monthly Rent shall be payable to Management Agency at the address of the Management Agency listed in the first paragraph of this Lease or as otherwise directed in writing by Landlord. Landlord reserves the right to require that all Rent (defined below) payments be made by certified check, money order, bank check, or other certified cash equivalent and will not accept any noncertified funds. No third-party checks will be accepted under any circumstances. Acceptance of a personal check from Tenant at any time or series of times shall not create a waiver on the part of Landlord to later demand payment by cash, money order, certified check, or other certified cash equivalent.

3.3 Tenant acknowledges and agrees that all payments, subject to collection, received by Landlord from Tenant shall first be credited to any amounts past due, including any Additional Rent (defined below), reasonable attorney's fees, and court costs. Only in the event that all payments are current will the payment received by Landlord be applied to the current charge then due to Landlord. No endorsement or statements on any check, nor any letter accompanying any check or payment, as rent shall be considered a settlement or an agreement with the Landlord. The Landlord may accept such check or payment without

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prejudice to the Landlord's right to recover the balance of such rents or pursue any other remedy permitted by law.

3.4 Rent shall be prorated for any partial month.

4. POSSESSION DATE. If the Apartment is not available for Tenant's possession on the Beginning Date:

4.1 Landlord will not be responsible for any loss to Tenant caused by the delay;

4.2 This Lease will remain in effect; and

4.3 Tenant will not have to pay the Monthly Rent until it receives possession of the Apartment.

If the Apartment is still not available for Tenant's possession thirty (30) days after the Beginning Date, Tenant may cancel and terminate this Lease by giving written notice to Landlord. After receiving this notice, Landlord must then return the Security Deposit and any prepaid Rent to Tenant.

5. USE AND OCCUPANCY OF THE PROPERTY.

5.1 Tenant may use and occupy the Apartment exclusively as a private residence for the individual(s) listed as "Tenant" in the first paragraph of this Lease and for no other purpose. In addition to the individual(s) listed as "Tenant" in the first paragraph of this Lease, the following people may occupy the Apartment during the Term: [ **Bernadette Coyle /Caregiver**]. Any changes must be immediately reported to Landlord.

5.2 If more than one Tenant is a party to this Lease, such Tenants understand and agree that they are each jointly and severally liable for all the responsibilities, liabilities, and obligations of the "Tenant" as contained in this Lease, including the payment of Rent (defined below). In the event that the full amount of the Rent is not paid, no individual Tenant will be entitled to remain in possession simply by paying a portion or a percentage portion of the overall Rent under whatever arrangement may exist among or between the Tenants themselves.

5.3 Tenant shall not use or permit the use of the Apartment for any business, professional, commercial, immoral, improper, offensive, or unlawful purpose.

5.4 Tenant is prohibited from engaging in or conducting any drug related criminal activity, any illicit and/or illegal activity on the premises for such a purpose.

6. ADDITIONAL RENT. For the purposes of this Lease, "**Additional Rent**" shall include all amounts payable by Tenant to Landlord pursuant to the terms of this Lease, except Monthly Rent. "**Rent**" shall mean both Monthly Rent and Additional Rent. Additional Rent shall include but not be limited to the following:

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6.1 Late charges. In the event that any Rent is not paid in full at or before 5:00 p.m. on the fifth (5th) day of the month when due, Tenant shall pay to Landlord a late charge of **\$125.00**. In the event Tenant incurs a late charge, an invoice with the amount of such late charge will be mailed to Tenant, and will be payable with the following month's Rent payment. Partial payment of Rent shall be deemed nonpayment and Tenant shall be subject to late charges as set forth above.

6.2 Returned check charge. In the event that Tenant's check is returned to Landlord by the bank due to insufficient funds or for any other reason, Tenant shall pay to Landlord, as Additional Rent, a returned check charge of \$35.00 plus any bank charges. Returned checks shall be deemed non-payment and Tenant shall also be subject to the late charges in Paragraph 6.1 above.

6.3 Legal fees and costs. All court costs, costs for the preparation and filing of legal documents, reasonable attorneys' fees, and all other related costs of legal proceedings that may be incurred by Landlord in enforcing any of Tenant's obligations under this Lease shall be paid by Tenant as Additional Rent.

### 7. SECURITY DEPOSIT.

7.1 Upon signing this Lease, Tenant shall provide Landlord with a security deposit of **\$[1,587.00]** ("**Security Deposit**"), equal to one and one-half times the Monthly Rent. The Security Deposit shall be held by Landlord during the term of this Lease in a separate federally insured interest-bearing account at a bank licensed and located in the State of New Jersey. Landlord is hereby notifying Tenant that the Security Deposit will be held at Mariners Bank. Tenant shall be required to pay additional money during the Lease Term as may be necessary to maintain the Security Deposit at one and one-half times the Monthly Rent. Any deficit in the Security Deposit shall be due upon demand by Landlord. Failure to pay any amount required to maintain the Security Deposit at one and one-half times the Monthly Rent shall be chargeable to Tenant as Additional Rent and subject to late fees as set forth in Paragraph 6.1 above.

7.2 The Security Deposit may be used upon the expiration or earlier termination of this Lease to reimburse Landlord for unpaid Rent or for expenses or damages incurred by Landlord as a result of Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant may not use the Security Deposit for the payment of Rent at any time during the term of this Lease, without Landlord's written consent.

7.3 If Landlord sells or transfers ownership of the Building for any reason, Tenant's Security Deposit shall be transferred to the new Landlord. The new Landlord shall then become solely responsible for return of Tenant's Security Deposit. After the transfer, Tenant shall be provided with the name and address of the new Landlord by registered or certified mail.

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7.4 The Security Deposit and any accrued interest, less deductions permitted by this Lease or New Jersey law, shall be returned to Tenant within thirty (30) days after the expiration of this Lease. Deductions from the Security Deposit may include, but are not limited to, any unpaid Rent, costs to repair damages to the Apartment not due to ordinary wear and tear, or costs to remove any alterations or improvements, and any other unpaid charges owed to Landlord, including late fees. Any deductions from the Security Deposit shall be described by Landlord in an itemized statement to accompany the return of the balance of the Security Deposit. Tenant agrees to provide a forwarding address, in writing, to Landlord to receive the return of the Security Deposit. In the event Tenant fails to provide a forwarding address, the Security Deposit and statement will be sent to Tenant's last known address, which may be the Apartment, and Landlord shall not be liable for Tenant's delayed receipt of, or failure to receive, the Security Deposit and itemized statement.

7.5 If the Apartment is rented by more than one person, each Tenant agrees to be responsible for dividing the refunded portion of the Security Deposit among the other Tenant(s). Landlord may refund the Security Deposit to any Tenant identified in the first paragraph of this Lease and shall thereafter be released from further obligation to any and all Tenant(s) with regard to the Security Deposit.

7.6 Tenant understands and agrees the Security Deposit is not to be considered by Tenant as payment of the last installment of Monthly Rent at the end of the Term.

8. UTILITIES. During the Term of this Lease, Tenant shall be responsible to pay for the following utilities serving the Apartment: . On or before the Beginning Date, Tenant shall establish an account with the provider of each of these utilities. Landlord shall provide, the cost of which is included in the Monthly Rent. In the event Tenant fails to pay for any of the above referenced utilities and Landlord pays for them on Tenant's behalf, the amount paid by Landlord shall be chargeable to Tenant as Additional Rent. Landlord shall not be liable in any manner for any interruption in services and utilities to be provided to the Building or the Apartment, unless such interruption is caused by Landlord's willful acts or omissions. Landlord agrees to use commercially reasonable efforts to facilitate the restoration of such services in a timely manner. Tenant shall not be entitled to an abatement of Rent in the event of an interruption of utility services to the Building or Apartment.

9. COMMON AREAS. Tenant shall have access to the following facilities that will be shared with all Building tenants (the "**Common Facilities**"):

9.1 Hallways and parking areas;

9.2 Paths and gardens on the Property; and

9.3 Such other facilities as Landlord may designate from time to time.

Tenant shall use the Common Facilities in accordance with Landlord's rules and regulations, which Landlord may amend from time to time. Tenant shall be responsible to pay, as Additional Rent, the costs to repair any damages to the Common Facilities caused by Tenant or Tenant's family members, visitors, contractors, employees, or agents.

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10. CONDITION OF DWELLING PROPERTY. By accepting possession of the Apartment, Tenant acknowledges and agrees that:

10.1 The Apartment is in a safe, clean, and good condition and that all appliances, fixtures, furnishings, and equipment are in good working order;

10.2 Tenant will maintain the Apartment and all appliances, fixtures, furnishings, and equipment in the same condition except for normal wear and tear; and

10.3 Landlord has made no promises to decorate, alter, repair, or improve the Property other than as permitted or required under this Lease.

11. REPAIR AND MAINTENANCE BY TENANT. Tenant shall:

11.1 Promptly notify the Management Agency of conditions in the Apartment or Common Facilities that are in need of repair;

11.2 At all times maintain the Apartment, including the appliances and furnishings therein, in a clean, safe, and sanitary condition. This includes maintaining appropriate climate control in order to keep the Apartment clean. Tenant shall also take necessary measures to retard and prevent mold from accumulating in the Apartment. Tenant agrees to clean and dust on a regular basis and to remove visible moisture accumulation on window sills, windows, walls, floors, ceilings, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation, or air-conditioning ducts;

11.3 Obey all instructions, written or otherwise, of Landlord for the care and use of appliances, equipment, and Building facilities;

11.4 Use the electric, plumbing, and other systems and facilities in a safe manner;

11.5 Use no more electricity than the receptacles, wiring, or feeders to the Apartment can safely carry;

11.6 Pay for all repairs, replacements, and damages caused by Tenant or Tenant's family, visitors, contractors, employees, or agents including, but not limited to, sewer and plumbing drainage problems caused by Tenant;

11.7 Promptly remove from the Apartment all garbage and recycling and place them in the proper receptacles;

11.8 Promptly replace all broken glass in the Apartment and not damage, remove, or destroy screens needed for the Building or the Apartment;

11.9 Not engage in any activity that may cause a cancellation or an increase in the cost of the Landlord's insurance coverage;

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11.10 Keep nothing in the Apartment that is flammable, dangerous, or which might increase the danger of fire or other casualty;

11.11 Tenant shall have carpeting covering 80% of the floor space of the living-dining room area covered;

11.12 Surrender the Apartment in good repair and broom clean condition, reasonable wear and tear excepted, at the end or other termination of this Lease; and

11.13 In the event that it becomes necessary or is deemed advisable by Landlord to use pesticides, clean, or remediate any condition in or about the Building for the protection of Tenants or to protect/preserve the Building or the Property, Tenant agrees to consent to such treatment.

### 12. OBLIGATIONS OF LANDLORD.

12.1 During the Term of this Lease, Landlord shall be responsible for the following:

(a) Ensuring the Building and Premises are in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes applicable to the Building, including all snow removal and lawn care at the Property;

(b) Performing major structural repairs to the Apartment, within a reasonable time after notice from Tenant. Tenant may be liable for the cost of such repairs caused by Tenant's actions pursuant to Paragraph 11; and

(c) Making any necessary repairs and replacements to the vital facilities serving the Apartment, including heating, plumbing, and electrical systems, within a reasonable time after notice from Tenant. Tenant may be liable for the cost of such repairs caused by Tenant's actions pursuant to Paragraph 11.

All of Landlord's obligations are dependent upon Tenant's obligation to notify Landlord promptly of any conditions requiring Landlord's attention.

12.2 Landlord is **not** responsible for the following:

(a) Damage to or loss of Tenant property;

(b) The acts of other tenants, guests, or invitees; or

(c) Any Tenant property remaining in the Apartment after the expiration or earlier termination of this Lease. Such property shall be considered to be abandoned and Landlord can either keep such property or have it removed at Tenant's expense in accordance with applicable New Jersey law.

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13. IMPROVEMENTS AND ALTERATIONS. Tenant shall not perform any alterations or improvements to the Apartment without the prior written consent of Landlord, which consent shall be determined in Landlord's sole discretion. Alterations and improvements not permitted include, but are not limited to the following:

- 13.1 Changing or removing any part of the appliances, furnishings, fixtures, and equipment;
- 13.2 Painting or installing wallpaper, contact paper, or paneling in the Apartment;
- 13.3 Attaching awnings or window guards to the Apartment;
- 13.4 Installing any additional locks to the Apartment;
- 13.5 Attaching or placing any fixtures, signs, or fences on the Building or Property;
- 13.6 Attaching any shelves, screen doors, or other permanent improvements in the Apartment;
- 13.7 Changing plumbing, electrical or heating systems;
- 13.8 Installing washing machines, dryers, fans, air conditioners, space heaters, propane heaters or any type of portable heater or permanent heater in the Apartment;
- 13.9 Use or storage in the Apartment of a waterbed; or
- 13.10 Placing any aerials, antennas, satellite dishes, or other electrical connections on the Apartment or on any exterior portions of the Building.

Any alterations or improvements to the Apartment completed without Landlord's written consent shall be removed by Tenant on demand from Landlord at Tenant's sole expense. Any alterations made with written Landlord approval shall become the property of Landlord when completed and paid for by Tenant. Such alterations shall remain as part of the Apartment at the end of the Lease Term unless Landlord demands that Tenant remove them. Tenant shall pay promptly all costs for any alterations, including all costs associated with any permits, and their removal if required. Tenant shall not allow any construction lien or other claim to be filed against the Property. If any lien or claim is filed against the Property, Tenant shall have it removed within ten (10) days. In the event Tenant fails to timely remove any lien, Landlord may remove the lien, in Landlord's sole discretion, and shall charge Tenant, as Additional Rent, the cost of such removal, including court costs and attorneys' fees.

14. NO ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, sublet, or transfer all, or partial, possession of the Apartment, or give accommodation to boarders or lodgers. No person other than those persons indicated in the first paragraph and Paragraph 5.1, if any, of this Lease may occupy the Property. An assignment, subletting, or other transfer made by Tenant shall be void and shall terminate this lease. This lease automatically terminates upon the death of the named tenant.

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### 15. END OF TERM NOTICE REQUIREMENT.

15.1 On or before the End Date of this Lease the Tenant shall execute an extension or lease renewal with reasonable changes, if offered by Landlord/Management Agency. Tenant must give the Management Agency written notice sixty (60) days before the End Date of this Lease as to whether Tenant intends to renew the Lease or to vacate the Apartment. Upon receipt of Tenant's written notice of intent to vacate, the Management Agency and its agents have the right to enter the premises after notifying Tenant, whether Tenant is present or not, to show the Apartment to future renters, as provided by State law. If the Tenant does not execute a lease extension or renewal on or before the End Date of this Lease, the Tenant must return the Apartment in the condition as provided in Paragraph 26 and must return all keys to the Management Agency.

15.2 If the Tenant vacates the Apartment before the End Date of this Lease and fails to give the Management Agency the full sixty (60) days written notice required, notwithstanding the fact that the Landlord either accepts, surrenders, or re-enters the Apartment, Tenant will be liable for Monthly Rent until such time as the Apartment is re-rented or re-occupied.

15.3 If the Tenant leaves any personal property in the Apartment, it shall be deemed abandoned, and Management Agency may dispose of it as it sees fit and charge the Tenant for the cost of disposal.

15.4 Should the Tenant fail to vacate on the End Date of this Lease, or should the Tenant fail to vacate after the Tenant gives notice that they will vacate (whether or not they are in breach of this Lease), the Tenant shall be responsible for damages flowing from the breach of this Lease by Tenant's failure to vacate in accordance with the Lease and such damages shall be deemed as Additional Rent.

### 16. ENTRY BY LANDLORD.

16.1 Upon 24 hours' notice (either written, oral, voicemail, text message, or email), Landlord may enter the Apartment to post any notices required by law or to provide services, inspect, repair, improve, or to show the Property to prospective purchasers, tenants, or lenders. Notice on the day prior shall be deemed to be reasonable notice. If Tenant is not present, Landlord may enter the Apartment by master key.

16.2 No notice of entry by Landlord shall be required in the event of emergency or emergency repair.

16.3 If Tenant moves out of the Apartment before the Lease ends, Landlord may reenter the Apartment to decorate, remodel, alter, or otherwise prepare the Apartment for re-occupancy by a new tenant without prior notice to Tenant and without waiving any other rights or remedies Landlord may have against Tenant pursuant to this Lease, at law, or in equity.



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17. PARKING. Parking will be provided for [1] operating passenger vehicle(s) in the designated parking spot for a fee of \$[50.00] to be paid on a monthly basis as Additional Rent. Tenant shall obey the parking rules of the Building as shall be designated by Landlord from time to time. It is further understood and agreed that:

17.1 Landlord does not provide security protection for Tenant, Tenant's vehicle, or any other Tenant property within the parking area. Landlord and the Management Agency shall not be liable to Tenant for any loss or damage to Tenant's vehicle unless caused by the intentional acts or omissions of Landlord or Management Agency;

17.2 Landlord does not guarantee uninterrupted access to the parking facilities. In particular, Landlord reserves the right to restrict access to the parking facilities to make additional improvements to the facilities, in the event repairs are necessary, and in the event of snow;

17.3 Tenant will park only in the parking areas designated for Tenant use in the first paragraph of this Lease, and will instruct Tenant's family members, visitors, contractors, employees, and agents to park only in the spaces designated for visitors;

17.4 Tenant will not leave oil or other automotive fluids in the designated parking area or dispose of same in the Building or on the Property; and

17.5 Any vehicle using the designated parking area must be in a useable condition. Any vehicle which is determined to be inoperable for a period in excess of ten (10) days must be removed by Tenant or Landlord will remove such vehicle and charge the cost of such removal to Tenant as Additional Rent. Landlord may immediately remove any vehicle owned by Tenant that poses a safety hazard or traffic obstruction and charge the cost of such removal to Tenant as Additional Rent.

18. PETS. Tenant shall not be permitted any pets of any kind in the Apartment, without the prior written consent of Landlord and in accordance with the Pet Agreement to be attached to this Lease as **Exhibit B**.

19. LANDLORD LIABILITY FOR LOSS OR DAMAGE.

19.1 Landlord shall not be liable to Tenant or any other person for any property damage or personal injuries in or about the Apartment for any reason, including, without limitation, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works, or appliances, the Apartment not being in good condition or repair, gas, fire, oil, electricity, or theft unless the damages or injuries were caused by or due to the intentional acts, omissions, or misconduct of Landlord, its agents, servants, or employees.

19.2 If any person brings a claim against Landlord for property damage or personal injuries that occurred in or about the Apartment, Tenant shall hold Landlord harmless from and defend Landlord against any and all such claims, liability, or costs (including court costs and attorneys' fees) unless the damages or injuries were caused by or due to the intentional acts, omissions, or misconduct of Landlord, its agents, servants, or employees.

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19.3 Tenant shall reimburse Landlord as Additional Rent for all expenses and damages, including but not limited to reasonable attorneys' fees, suffered by Landlord by reason of any breach, violation, or nonperformance by Tenant of any covenant of this Lease, or from any other cause due to the carelessness, negligence, or improper conduct of Tenant or Tenant's family members, contractors, employees, visitors, or agents.

19.4 The provisions of this Paragraph 19 shall survive the termination of this Lease.

20. RENTER'S INSURANCE. Tenant is aware that Landlord and Management Agency are not responsible for, and will not insure, Tenant or Tenant's family members, employees, contractors, visitors, or agents' furniture, vehicles, or other personal belongings. Landlord therefore requires Tenant, and Tenant agrees, to obtain and to keep in full force and effect during the entire Lease Term, a policy of renter's insurance. Tenant's insurance policy shall: (a) include an extended coverage endorsement; (b) be underwritten by an insurance company licensed to issue renter's insurance in the State of New Jersey; (c) be in an amount sufficient to cover the insurable value of Tenant's personal possessions located in the Apartment and on the Property; and (d) include liability coverage. Upon request, Tenant shall furnish Landlord with evidence of Tenant's insurance policy.

21. DEFAULT BY TENANT. Each of the following shall be considered a "**Default**" by Tenant of the terms of this Lease:

21.1 Tenant's failure to comply with the terms and conditions of this Lease including, but not limited to:

- (a) Nonpayment of Rent, including Additional Rent, beyond any grace period available in this Lease or under State law;
- (b) Repeated late payment of Rent;
- (c) Permitting unauthorized persons to live in the Apartment;
- (d) Serious or repeated damage to anything at or in the Apartment, Building, or Property;
- (e) Creation of physical hazards;
- (f) Serious or repeated interference with the rights of other tenants or neighbors around the Property;
- (g) Allowing liens to be placed against the Property;
- (h) Making unauthorized alterations or improvements to the Apartment or Building as set forth in Paragraph 13;
- (i) Refusing Landlord's access to the Apartment in accordance with Paragraph 16; and

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(j) Failure to comply with the pet policies in Paragraph 18 above.

21.2 Actions of Tenant or Tenant's family members, visitors, contractors, employees, or agents that would endanger the health, safety, or welfare of other tenants residing on the Property;

21.3 Tenant's failure to carry out Tenant's obligations under applicable laws, statutes, regulations, ordinances, and any rules and regulations applicable to the Property;

21.4 Tenant's failure to maintain the Apartment in a safe, clean, and sanitary condition or to comply with any of the repair and maintenance responsibilities set forth in Paragraph 11;

21.5 Remaining in the Apartment after the End Date without agreeing to a new Lease, including in the event that Tenant refuses to accept any reasonable changes to this Lease requested by Landlord at the end of the Lease Term;

21.6 Tenant's termination of this Lease or abandonment of the Apartment prior to the End Date, except where permitted in this Lease or pursuant to New Jersey law;

21.7 Tenant's violation of the Landlord's and the Building's rules and regulations;  
and

21.8 Other good cause, as permitted by law.

Tenant shall not be entitled to any notice or opportunity to cure a Default, unless required by the laws of New Jersey.

22. LANDLORD'S REMEDIES. If a Tenant Default occurs, Landlord shall have all rights and remedies available at law and in equity, including the following:

22.1 Landlord may terminate this Lease and regain possession of the Apartment. This is done by a court proceeding known as eviction. A complaint is served upon Tenant and Tenant must appear in court.

22.2 Tenant is responsible to pay all Rent, including Additional Rent, for the entire Lease Term until the End Date, even if Landlord regains possession through eviction. Landlord may sue Tenant to collect such Rent. If Landlord rents the Apartment to a new tenant, Tenant shall be credited with the amount of rent payable by the new tenant. If the rent received from the new tenant is less than the Rent payable by Tenant in accordance with this Lease, Tenant shall be responsible to pay the difference through the End Date of this Lease. Tenant shall not be entitled to any excess rent Landlord may collect from the new tenant.

22.3 Tenant must reimburse Landlord for all of the costs and expenses resulting from Tenant's Default, including but not limited to:

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- (a) Costs and expenses incurred by Landlord to repair the Apartment, Building, and Property due to Tenant's damages to same;
- (b) Costs and expenses incurred by Landlord when performing any of the Tenant's responsibilities on the Tenant's behalf that are contained in this Lease;
- (c) Costs and expenses incurred by Landlord when paying for any municipal fines caused by the conduct of Tenant;
- (d) Costs and expenses incurred by Landlord associated with re-renting the Apartment, including renovating, redecorating, and brokerage fees; and
- (e) Landlord's reasonable attorneys' fees, court costs, and other expenses associated with Tenant's Default. However, **IF TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, TENANT SHALL RECOVER ATTORNEYS' FEES OR EXPENSES, OR BOTH FROM LANDLORD TO THE SAME EXTENT LANDLORD IS ENTITLED TO RECOVER ATTORNEYS' FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE.**

The foregoing costs and expenses shall be chargeable to Tenant as Additional Rent. Landlord's exercise of any available remedy shall not be deemed a waiver of any other available remedy. Furthermore, Landlord expressly reserves any rights for claims and causes of action that may have arisen in any prior lease term, if applicable, with Tenant.

### 23. FIRE OR OTHER CASUALTY

23.1 Tenant shall immediately notify Landlord of any fire or other casualty that occurs to the Apartment or the Building.

23.2 Subject to Paragraph 23.7 below, if the Apartment is uninhabitable due to such fire or casualty, Tenant's obligation to pay Rent shall cease until the Apartment is restored by Landlord.

23.3 Subject to Paragraph 23.7 below, if only a part of the Apartment is uninhabitable, Rent shall be adjusted proportionally, based on the proportion of the Apartment still inhabitable by Tenant, until the Apartment is restored.

23.4 Landlord shall repair the Apartment within a reasonable period of time after the occurrence of a fire or other casualty. Landlord shall not be obligated to repair or restore any alterations or improvements made by Tenant to the Apartment.

23.5 No penalty shall accrue against the Landlord for any reasonable delay in repairing the premises by reason of adjustment of insurance proceeds, labor disputes or any other cause beyond Landlord's reasonable control.

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23.6 In the event the Building is totally damaged or is determined by the Landlord to be uninhabitable due to fire or other casualty, the accrued rent shall be paid by the Tenant up until the date the fire or casualty occurred. All rights whatsoever of the Tenant under this Lease, except for repayment of the Security Deposit shall immediately terminate.

23.7 In the event the fire or other casualty is caused by Tenant or Tenant's family members, employees, contractors, agents, or visitors, Tenant shall pay for all repairs and other damages and Rent shall not abate during the period that the Apartment is not habitable.

23.8 The Landlord carries no insurance covering the loss of the Tenant's personal property. The Tenant is responsible for securing his or her own insurance protection against loss of property by fire or other casualty. The Tenant shall use every reasonable precaution against fire and will promptly notify Landlord of any fire hazard, fire or incident to the Apartment and common areas of the Building. If the Tenant does not use reasonable care against fire, the Landlord may, in addition to other remedies provided by law and in this Lease, collect as Additional Rent any increase in premiums on insurance carried by the Landlord on the Building.

Nothing contained in this Paragraph 23 shall be interpreted to relieve Tenant of any obligation to pay Rent, including Additional Rent, which accrued prior to the date of the fire or other casualty.

### 24. GOVERNMENTAL TAKING.

24.1 If the whole or any substantial part of the Apartment is taken for any public purpose or use or for any quasi-public use under governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and the taking would render the Apartment uninhabitable, this Lease shall terminate and the Rent shall be abated upon the date that the physical taking of the Apartment occurs.

24.2 If part of the Apartment is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and this Lease is not terminated as provided in Paragraph 24.1, Rent shall be adjusted proportionally, based on the portion of the Apartment still inhabitable by Tenant, and Landlord shall restore the Apartment to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

25. QUIET ENJOYMENT. Tenant may peacefully and quietly enjoy the Apartment during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of this Lease and to the priority of any mortgages or ground leases.

26. CONDITION OF PROPERTY AT TERMINATION OF LEASE. At the termination of this Lease, Tenant shall leave the Apartment and all furnishings, fixtures, equipment, and other property belonging to Landlord including appliances in clean and good condition, except for normal wear and tear from reasonable use. Tenant shall remove all of Tenant's personal

# LEASE AGREEMENT

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property and any alterations and improvements completed by Tenant and repair all damage caused by such removal. The Apartment must be broom clean. If Tenant does not meet these obligations, Landlord may clean the Apartment and repair or replace any appliances, furnishings, equipment, or other fixtures in the Apartment that have been damaged by Tenant. Landlord's reasonable costs of such cleaning, repairing, and replacement shall be charged to Tenant as Additional Rent or against Tenant's Security Deposit, as set forth in Exhibit C (the "**Move-Out Procedures Addendum**"), which is made part hereof and incorporated herein as part of this Lease.

27. COMPLIANCE WITH LAWS. Tenant must comply with all laws, orders, rules, and requirements of governmental authorities and insurance companies covering the Building and the Property.

28. GOVERNING LAW. This Lease shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect.

29. NO WAIVER.

29.1 If at any time Tenant makes a payment to Landlord for any amount which is less than the full amount due and owing to Landlord, Landlord's acceptance of this amount shall not be considered a settlement or satisfaction of the full amount due. Landlord shall be considered to have accepted the partial payment without prejudice and subject to Landlord's right to collect the balance and to exercise any and all other rights available to Landlord under this Lease and by law. Landlord's additional rights shall include the right to collect from Tenant all attorneys' fees and other expenses incurred by Landlord in enforcing any of the obligations of Tenant or rights of Landlord under this Lease. These costs are due and collectible as Additional Rent.

29.2 The failure of Landlord to insist upon strict performance of any of the terms, conditions, and agreements of this Lease shall not diminish in any way Tenant's obligation to comply fully with the terms of this Lease in the future. The failure of Landlord to insist upon strict performance by Tenant also shall not diminish any rights or remedies that Landlord may have under this Lease or at law or equity.

30. SUBORDINATION AND TENANT'S LETTER.

30.1 This Lease and Tenant's rights are subject and subordinate to present and future mortgages and ground leases on the Building and Property, including modifications and alterations to such mortgages and ground leases. This means that if those underlying ground leases or mortgages on the Property are changed, or if foreclosure or other proceedings based upon any ground lease or mortgage are brought against the Building, the Property, or Landlord, the rights of the parties holding such ground leases or mortgages are greater than Tenant's rights. Landlord may execute any papers on Tenant's behalf as Tenant's attorney-in-fact to indicate such subordination.

# LEASE AGREEMENT

## SOMERSET APARTMENTS

30.2 If requested by Landlord, Tenant shall endorse a letter stating: (a) that this Lease is in effect; (b) that Tenant has no rights to the Apartment or the Building other than as stated in this Lease; (c) that Tenant has paid the Rent to date; (d) the Tenant has not prepaid any Rent; (e) that Tenant holds no options or first rights of refusal to purchase the Apartment or the Building; and (f) such other reasonable and true statements with regard to this Lease and Tenant's occupancy of the Apartment as Landlord may request. If the Tenant does not do so within 15 days from Landlord's request, the Landlord is irrevocably empowered to sign such paper in the name of the Tenant as the act and deed of the Tenant.

31. RULES AND REGULATIONS. Tenant shall comply with the rules and regulations for safety and care of the Apartment and Building as set forth in **Exhibit A** (the "**Rules and Regulations**"), which is made part hereof and incorporated herein as part of this Lease. Failure to comply with the Rules and Regulations is a breach of this Lease. Tenant, tenant's family, their employees, agents, visitors, licensees and invitees shall comply with the Rules and Regulations. Landlord reserves the right to cancel, amend or modify any of the Rules and Regulations from time to time as Landlord deems necessary at its sole discretion. Tenant agrees to be bound by all promulgated Rules and Regulations upon receipt of notice of such Rules and Regulations from Landlord or the Management Agency. All subsequent Rules and Regulations will be reasonable and uniformly applied to all Tenants.

32. NO REPRESENTATIONS. Tenant has read this Lease and acknowledges that no oral representations have been made by Landlord or the Management Agency except as contained in this Lease.

33. MODIFICATIONS. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

34. ATTORNEY PREPARED. This Lease has been prepared by an attorney at law and not by a real estate agent or broker. Both Landlord and Tenant acknowledge that they have had the opportunity to review this Lease with their separate attorney prior to signing this Lease. Both Landlord and Tenant understand and agree that this Lease takes effect when signed and there is no attorney review period after signing.

35. WINDOW GUARD NOTIFICATION. **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, AND IF TENANT GIVES LANDLORD A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. LANDLORD IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE**

# LEASE AGREEMENT

## SOMERSET APARTMENTS

### INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

36. ACKNOWLEDGMENT OF TRUTH IN RENTING GUIDE. 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".

37. CERTIFICATE OF OCCUPANCY, SMOKE DETECTORS, CARBON MONOXIDE ALARM, AND PORTABLE FIRE EXTINGUISHER COMPLIANCE. Landlord shall be responsible for obtaining a certificate of occupancy, if applicable, and any certificate of smoke detectors, carbon monoxide alarm, and portable fire extinguisher compliance (CSDCMAPFEC), as required by law. If such alarms located in the Apartment are battery operated, Tenant shall be responsible for their maintenance, including changing batteries at least twice yearly and as needed to be replaced, during the Lease Term.

38. MEGAN'S LAW REGISTRY. Landlord hereby notifies Tenant that New Jersey law establishes an internet registry of sex offenders that may be accessed at [www.njsp.org](http://www.njsp.org). Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. The Tenant acknowledges that prior to signing this Lease, Tenant has had the opportunity to contact the county prosecutor's office or visit the above website, and make whatever inquiry Tenant deemed appropriate. Tenant agrees that Tenant has relied solely upon this inquiry in deciding to rent the Property.

39. NOTICE OF OFF-SITE CONDITIONS. Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c. 253, the clerks of municipalities in New Jersey maintain a list of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Someone acquiring an interest in a property may examine the lists and you are encouraged to independently investigate the area surrounding this Property in order to become familiar with any off-site conditions which may affect the value or use of the Property. In cases where a property is located near the border of a municipality, such persons acquiring an interest may wish to also examine the list maintained in the neighboring municipality. Tenant acknowledges that prior to signing this Lease, Tenant has had the opportunity to make whatever inquiry Tenant deemed appropriate. Tenant agrees that he/she/they have relied solely upon this inquiry in deciding to rent the Property.

40. ENTIRE AGREEMENT. This Lease, including its Exhibits, contains the entire agreement between Landlord and Tenant, and may not be changed except in writing signed by Landlord and Tenant.

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

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



**LEASE AGREEMENT**  
**SOMERSET APARTMENTS**

43. ATTACHMENTS. By signing below, Tenant acknowledges receipt of the following items with the Lease:

- (i) Verification of Verbal Window Guard Notification
- (ii) Truth in Renting Statement
- (iii) Statement Regarding Crime Insurance
- (iv) Exhibit A – Rules and Regulations
- (v) Exhibit B – Pet Agreement
- (vi) Exhibit C – Move-Out Procedures Addendum
- (vii) Exhibit D – Affordable Housing Lease Addendum
- (viii) Exhibit E – Construction Addendum

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD

By: *Patricia Augusto (W)*  
Name:

TENANT

By: *Phil Terabola*  
Name:

**LEASE AGREEMENT  
SOMERSET APARTMENTS**

**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, and that the tenant was made aware of his/her right to request installation of window guards and understands this notification.

**WINDOW GUARD NOTIFICATION:**

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 TENANT GIVES LANDLORD A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. LANDLORD IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF TENANT, TO PROVIDE, INSTALL, AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

LANDLORD/AGENT

By: *Rania Ragosa*  
Name:

TENANT

By: *Phil Terabode*  
Name:

**LEASE AGREEMENT  
SOMERSET APARTMENTS**

**TRUTH IN RENTING STATEMENT**

By signing below, Tenant(s) acknowledges receipt of the booklet, "Truth in Renting: A Guide to the Rights and Responsibilities of Residential Tenants and Landlords in New Jersey," as required by N.J.S.A. 46:8-46.

TENANT

By: Phil Terabede

Name:

**LEASE AGREEMENT  
SOMERSET APARTMENTS**

**STATEMENT REGARDING CRIME INSURANCE**

As required by New Jersey law (N.J.S.A. 46:8-39), and under Title VI of the Housing and Urban Development Act of 1970, Landlord hereby notifies Tenant that crime insurance is available, at Tenant's expense, for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey 07102, directly for an application.

TENANT

By: Phil Carabala

Name:

**LEASE AGREEMENT**  
**SOMERSET APARTMENTS**

**EXHIBIT A**

**RULES AND REGULATIONS**

1. It is the desire of Management to make and keep all residents comfortable and content during their occupancy. This property will strive to make your residency here an enjoyable one; however, cooperation on your part is needed to make the property run smoothly for all concerned. These rules were designed to benefit you and your neighbors. Your support of and adherence to these rules will be greatly appreciated.
2. Community living requires each resident to consider his/her neighbors. Tenants must understand that heavy footsteps, moving furniture and slamming doors and so on can be heard in the apartments around them. Excessive noise and loud music in apartments, hallways or outside areas cannot be permitted at any time. Enjoy yourself, but do not disturb your neighbors. The hours from 10:00PM to 09:00AM are sleeping hours when any noise may be disturbing to other residents.
3. Tenant shall not interfere with the comfort and rights of other tenants. Sounds, odors, and lights that disturb other Building tenants are not permitted. Tenant shall obey all Borough of Edgewater municipal noise and other relevant ordinances.
4. Tenant may not change or install new locks without prior written consent of the Landlord. If consent is given, the tenant shall provide the Landlord with a key for inspections and emergencies. Tenants who have security systems are required to furnish the Landlord with the entry/disarm requirements in case of emergencies. All keys must be returned to Landlord at the end of the Lease Term. In the event Tenant loses the keys or fails to return all keys at the end of the Lease Term, Tenant will be charged, as Additional Rent, for the cost of a locksmith to replace the lock.
5. Garbage receptacles and dumpsters shall be used in a proper manner. All trash shall be place in a securely tied plastic sack inside the receptacles and/or dumpsters, not beside them. All empty boxes must be broken down and tied before being place in the appropriate receptacle. Furniture and mattresses are not to be placed in the dumpsters and must be disposed of in accordance with the Borough's rules and regulations. It is the responsibility of each tenant to clean up after himself or herself. Tenants are not to leave cans, bottles, cigarette butts or trash anywhere on the grounds.
6. Cooking must be done in kitchens only. Cooking is not permitted on balconies, or in any Common Facilities of the Building or Property. The use of barbecues, hibachis or any other outdoor cooking devices on the balconies, patios or stairwells is strictly prohibited.
7. No goods of any kind or description which are combustible, flammable or which would increase fire risk shall be place anywhere within the premises or property of the project. Heating/Hot water closets are not to be used for storage.
8. Fire extinguishers are located throughout the property. If a tenant is unfamiliar with their operation, consult the Landlord or his Agent immediately. Unnecessary use of or vandalism to the fire extinguishers is prohibited.

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### SOMERSET APARTMENTS

9. All balconies and patios must be kept clean and clear of storage items. No objects of any kind are to be set on balcony ledges. No alteration or attachments of any kind are to be affixed to any part of the balconies or overhang. Tenants shall not store or hang rugs, laundry, towels, rubbish or other items on the balconies or patios.
10. Antennas, radio, television, citizen's band or other aerials shall not be placed or erected on the roofs or exteriors of the buildings.
11. Tenant shall not obstruct the sidewalks, driveways, entrances, halls, stairs, or other public areas of the Building. Except within Tenant's Apartment and only in compliance with the terms of this Lease, Tenant shall not store any personal items in any area of the Building or the Property.
12. Tenant is not allowed on the roof or other areas of the Building and Property that are labeled by Landlord or the Management Agency as restricted.
13. No washing machines or dish washing machines are allowed except as provided by Landlord.
14. Tenant may not cause or permit any clothes, sheets, blankets, or any other laundry of any kind or to be hung or displayed outside of the Apartment.
15. During the months from October until May (the heating season) Tenant shall maintain the heat at a minimum setting of 55 degrees.
16. All drapes and shades installed by residents must be lined in white to present a uniform exterior appearance. No objects of any kind other than fire safety stickers are to be placed on or affixed to the windows or doors where they are visible from the exterior of the building. Such objects include, but are not limited to signs, posters, flags, stickers, decals and tinfoil. No awnings, shades or other projections may be attached to the buildings without the prior written permission of the Landlord.
17. The walls, ceilings and woodwork are not to be marred with the exception of standard picture hooks, shade and curtain rod brackets. No alteration, additions, painting or improvements may be made without the prior written permission of the Landlord.
18. Please do not throw sanitary napkins, rags, matches, cigarette butts, grease or other foreign matter in the toilets, sinks or bathtubs. A charge will be made for unclogging plumbing equipment, which is stopped up due to the tenant's negligence. In order to reduce insect infestation, the apartment should be kept clean and free of dirty dishes, exposed food and litter.
19. Parking of passenger vehicles belonging to the tenant shall be permitted only in those areas or spaces designated by the Landlord in accordance with the lease agreement. No parking is allowed in fire lanes or on the non-parking areas. Repairs to vehicles are not permitted anywhere on the property. Tenant shall not be permitted to wash any vehicles on the Property. Dead storage of any vehicles is prohibited. Any vehicles, which are improperly parked, inoperable or unlicensed, will be towed away at the vehicle owner's sole cost and expense. All vehicles must be registered with the Landlord.
20. Tenants shall be responsible and liable for the conduct of their guests. Acts of guests in breach or in violation of the lease agreement and the Community Rules and Regulations

# LEASE AGREEMENT

## SOMERSET APARTMENTS

may cause liability to the tenant for any damages incurred by the tenant's guests. Children of any age are not permitted to wander outside of the apartment they are visiting.

21. No animals of any kind shall be permitted on the property without the prior written permission of the Landlord. Animals that are permitted on the property shall remain in the apartment except when carried or taken on a leash. The Landlord reserves the right to revoke the privilege of having animals at any time. Pet damage and cleanup are the responsibility of the resident tenant. The Landlord reserves the right to require the tenant to pay additional fees, pet rent and/or pet deposit, a portion of which may be non-refundable, in addition to any security deposit required by the rental agreement.
22. Soliciting of any type is not permitted on the property, except by individual appointment with the tenant. Tenants should notify the Landlord if an uninvited solicitor appears.
23. No babysitting services, childcare services, day care centers or related businesses may be operated on the property.
24. The Landlord and Management requires that tenants obtain personal property or renter's insurance and personal liability insurance. The Landlord has no insurable interest in the tenant's personal property and will not be liable for acts of tenants or guests.
25. Please be aware of the Notice requirement contained in the lease agreement. Upon receipt of a tenant's written notice of intent to vacate, the Landlord/Agent has the right to enter the premises prior to the tenant vacating the premises, as provided by State law.
26. LANDLORD AND/OR MANAGEMENT RESERVES THE RIGHT TO MAKE AND ENFORCE SUCH OTHER REASONABLE RULE AND REGULATIONS AS IN THEIR JUDGEMENT MAY BE DEEMED NECESSARY OR ADVISABLE FROM TIME-TO-TIME IN ORDER TO PRESERVE GOOD ORDER AND PROMOTE THE SAFETY, CARE AND CLEANLINESS OF THE PROPERTY.

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ ALL THE FOREGOING RULES AND REGULATIONS AND UNDERSTANDS ALL CONTAINED HEREIN. TENANT ACKNOWLEDGES RECEIVING A COPY OF THE RULES AND REGULATION ANED AGREES TO COMPLY WITH THEM IN ALL RESPECTS.

TENANT

By: Phil Larebaca  
Name:

Date: 12/22/21

LANDLORD/AGENT

By: Ramona Nagosa (No)  
Name:

Date: 12/22/21

# LEASE AGREEMENT

## SOMERSET APARTMENTS

### EXHIBIT B

#### PET AGREEMENT

This agreement is attached to and forms a part of the Lease Agreement dated [December 22, 2021] between DBR Management, the Management Agency, and [], Tenant.

Tenant desires to keep a pet named [ ] and described as [ ] in the Apartment they occupy under the Lease Agreement referred to above. Because this agreement specifically prohibits keeping pets without the Management Agency's permission, Tenant agrees to the following terms and conditions in exchange for their permission:

1. Tenant agrees that only the pet described and named above will occupy the Apartment and that this pet may not be substituted or replaced at any time, no additional or different pet is authorized under this agreement.
2. Tenant agrees to furnish the Management Agency with a picture of their pet.
3. In addition to the Monthly Rent set forth in the Lease Agreement, Tenant shall pay a monthly pet rent of \$25.00 for each pet (the "Pet Rent") by the 5th day of each month as Additional Rent for each month, or part of a month, that the Pet is occupying the Apartment. The Pet shall be considered to be occupying the Apartment until the Pet is confirmed removed in writing by the Landlord. The Pet Rent shall be payable in the same manner as Rent and shall be considered Additional Rent under the Tenant's Lease Agreement.
4. Tenant agrees that the pet must be kept in the Apartment at all times and will not be permitted to roam the Property or the Building. The pet will be allowed out of the Apartment only under the complete control of Tenant or a responsible human companion and on a hand-held leash or in a pet carrier.
5. Tenant agrees to follow Landlord's strict rules and all local ordinances on curbing or leashing dogs and the disposal of pet waste. All pet waste shall occur in the designated grass areas and shall not be permitted along the sidewalks, paved areas, and walking paths. Tenant shall be directly responsible for cleaning up all pet waste. Failure to do so may result in a fine of up to \$100.00 per occurrence, chargeable as Additional Rent.
6. Tenant agrees that any damage to the exterior or interior of the Apartment, Building, or Property grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement.



# LEASE AGREEMENT

## SOMERSET APARTMENTS

7. Tenant will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenant will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.

8. Tenants agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Management Agency. If the pet becomes annoying, bothersome, or in any way a nuisance to other residents or to the building operation, Tenant agrees that they shall immediately upon written notice from the Management Agency or its agent remove the pet from the Apartment.

9. Tenant shall be liable for injuries to any individual or damage to the Apartment, Building, or Property caused by Tenant's pet(s). Landlord reserves the right to remove or to require Tenant to remove any pet that becomes dangerous to other Building occupants or that repeatedly damages the Apartment, Building, or Property. Tenant's failure to properly control Tenant's pet or to remove a dangerous pet from the Property may be grounds for eviction of Tenant.

10. Tenant agrees that, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenant and emergency caretaker are unsuccessful, the Management Agency or its agents may contact the local animal control authority and assist its staff in entering the Tenant's apartment. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the Tenant.

11. Tenant agrees that the pet will be licensed by the municipality and have up-to-date rabies and any other vaccinations required by law. Tenant agrees that the Management Agency reserves the right to request documentation proving the foregoing.

12. Tenant agrees to indemnify, hold harmless, and defend Landlord, Management Agency and its agents against any and all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's pet(s).

13. Tenant agrees that the Management Agency reserves the right to revoke permission to keep the pet should the Tenants break this agreement.

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THIS PET AGREEMENT AND AGREES TO ITS TERMS.

***SIGNATURES ON FOLLOWING PAGE***

**LEASE AGREEMENT  
SOMERSET APARTMENTS**

**IN WITNESS WHEREOF**, the parties have set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2021.

TENANT

By: Phil Carabela  
Name:

LANDLORD/AGENT

By: Romia Pagosa  
Name:

**LEASE AGREEMENT  
SOMERSET APARTMENTS  
EXHIBIT C**

**MOVE-OUT PROCEDURES ADDENDUM**

Tenant's Lease Agreement requires that Tenant leave the Apartment clean and in the condition in which Tenant found it when Tenant moved in, subject only to normal wear and tear.

The instructions referenced below must be complied with to receive a refund of Tenant's security deposit. If Tenant does not clean in accordance with the required specifications detailed below, Tenant will be held liable for reasonable cleaning charges – including charges for cleaning carpet, walls, appliances, etc that are soiled beyond normal wear.

**PREPARING FOR MOVE-OUT:**

1. Tenant must provide the Management Agency with a complete forwarding address.
2. Keys, mail-box keys, key-fobs, etc, must be turned in by the End Date of the Lease or pro-rated rent will be charged daily until they are returned.
3. Tenant must make an appointment with the Management Agency to conduct a final move out inspection after all furnishings have been removed, all CLEANING HAS BEEN COMPLETED, and the keys are turned in to the Management Agency.
4. Utilities MUST BE ON during the final inspection. If the utilities are not on for the Move-out inspections, tenants will be charged a \$35.00 trip charge. Any delays caused by the utilities not being on will delay the return of Tenant's security deposit.
5. Tenants are not permitted back on the property after vacating.
6. Tenant must call all utility companies and arrange for a final meter reading –(remember utilities must be left on for the final inspection.
7. Tenant is responsible for any unpaid Monthly Rent and Additional Rent at the time of move-out.
8. The Landlord will first apply any refundable security deposits to satisfy any unpaid Monthly Rent and Additional Rent due. However, if the Security Deposit is insufficient to satisfy total amount due, the Management Agency will send Tenant an invoice, which is due and payable within ten (10) days of mailing, and if such payment is not made legal action will be initiated.

PT  
Tenant Initials

PT  
Tenant Initials

12/22/21  
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# LEASE AGREEMENT

## SOMERSET APARTMENTS

### CLEANING PROCEDURES:

#### KITCHEN:

- \* The refrigerator must be thoroughly cleaned, including freezer, shelves and drawers
- \* The range must be spotless in all areas, including the oven and shelves.
- \* The vent hood must be cleaned outside and underneath including the filter.
- \* Microwave oven (if applicable) must be cleaned inside and out.
- \* All cabinets and drawers must be wiped clean inside and out.
- \* Sinks and countertops must be clean and free of hard water residue.
- \* Floors and baseboards must be cleaned thoroughly as well.

#### BATHROOMS:

- \* All fixtures must be clean, shiny and free of soap film.
- \* Cabinets and drawers must be wiped clean.
- \* Shower enclosures must be clean and free of soap film and mildew.
- \* Toilets must be cleaned inside and out.
- \* Floors and baseboards must be cleaned thoroughly as well.

#### GENERAL:

- \* All carpets must be vacuumed and stain free.
- \* Windows are to be cleaned including window sills and tracks.
- \* A/C vents must be cleaned or replaced upon move-out.
- \* All doors and trim must be wiped down and clean.
- \* All switch plates and wall outlets should be cleaned.
- \* Remove nails, screws, and hooks from walls, and ceilings, and patch any holes.
- \* Patios/balconies (if applicable) must be clean and free of dirt, trash and debris.
- \* Replace any burned out or missing light bulbs.
- \* Clean light fixtures.
- \* Clean all closets and storage spaces.
- \* All smoke alarms must be operative and intact. Replace any batteries as necessary.

Normal wear and tear in the Apartment is expected and there is no charge for this. However, per the Lease Agreement, it is expected that the apartment be left in clean, undamaged condition. Listed below is a description of what is considered damage and cleaning fees which may be charged to Tenant's refundable security deposit in some cases.

CARPET CONDITION: There is a charge for carpet stains which requires special treatment, patching (if possible) or replacement for stains. The cost of these would be determined by an outside vendor and would be deducted from Tenant's Security Deposit. Please **DO NOT** attempt to remove a stain without checking with the Management Agency for advice. It is very common, with the wrong solutions to change a removable spot into a permanent stain.

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Tenant Initials

PT  
Tenant Initials

12/22/21  
Date

# LEASE AGREEMENT

## SOMERSET APARTMENTS

**DAMAGE FEES** – In some cases, damage repair must be vended to an outside vendor. An example of this would be for drywall repair or to repair knife cuts on the countertops. If necessary, these fees will be deducted from the Tenant’s Security Deposit and a copy of the vendor’s invoice will be sent to Tenant with an explanation of move out charges (sample charges are listed below):

**STANDARD CLEANING AND REPAIR CHARGES:**

If you do not clean or repair the items listed below prior to moving out, the following charges will be deducted from your Security Deposit. Please note that this is not a complete list, you may be charged for cleaning and repairing items that are not listed. The following is an estimate of charges. These are merely estimates and may vary depending upon the circumstances.

**Cleaning Service Charges:**

Item	Charges	Item	Charges
Carpet	\$200.00 +	Floors	\$ 50.00 +
Refrigerator	\$ 50.00 +	Shower Doors	\$ 25.00 +
Counter / Cabinets	\$ 10.00 + each	Toilet	\$ 30.00 +
Drawers / Sinks	\$ 10.00 + each	Bathtub	\$ 50.00 +
Dishwasher	\$ 20.00	Mirrors	\$ 20.00 + each
Oven	\$ 50.00 +	Windows / tracks	\$ 50.00 + each
Freezer	\$ 40.00 +	Furniture removal	\$100.00 +
Vent Hood	\$ 35.00 +	Trash removal	\$120.00 +
Walls	\$ 50.00 + per wall	Re-key (not returned)	\$120.00 +

**Damage and Replacement Costs:**

Item	Cost	Item	Cost
Tub/drain stopper /cover	\$ 15.00	Light bulbs	\$ 5.00 each
Drip pans (set of 4)	\$ 45.00	Specialty bulbs	\$ 25.00 each
Light Fixtures	\$ 100.00 + each	Window screens	\$ 50.00 + each
Door Replacement	\$ 300.00 + each	Window	\$200.00 + each
Light Globes	\$ 50.00 + each	Oven rack	\$ 30.00 +
Toilet Seat	\$ 50.00 +	Microwave oven plate	\$ 40.00 +
Reinstall Doors onTrack	\$ 50.00 +	Switch plates	\$ 10.00 each
Service Call / TripCharge	\$ 85.00	Smoke alarm	\$ 50.00 each
Carpet Repairs	\$ 250.00 +	Wallpaper removal	\$150.00 +
Holes in Walls	\$ 25.00 each	Painting	\$300.00 +

\*These are minimum charges and are subject to change at anytime without notice.

PT  
Tenant Initials

PT  
Tenant Initials

12/22/21  
Date

**LEASE AGREEMENT**  
**SOMERSET APARTMENTS**

SUPPLY COST AND LABOR WILL BE CHARGED FOR THE FOLLOWING:

Counter Repair  
Drywall Repair

Carpet Replacement  
Painting

Vinyl Replacement  
Debris removal

Missed Appointments / Not Ready For Move Out Inspection: \$ 50.00.

REMOVING PROPERTY: Costs of removing property, including storage, will be assessed to costs charged in the local area.

\*If you have any questions or concerns, please feel free to contact the Management Agency.

We hope that you have a pleasant move, and wish you well in your new home.

Please do not expect to receive the refund of your Security Deposit in less than 30 days. If you have any questions concerning deposit deductions or refunds, please submit them in writing. No phone calls please. You may email us at rfragoso@daibes.com or ddaibes@daibes.com

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ ALL THE FOREGOING MOVE-OUT PROCEDURES ADDENDUM AND UNDERSTANDS ALL CONTAINED HEREIN. TENANT ACKNOWLEDGES RECEIVING A COPY OF THE MOVE-OUT PROCEDURES ADDENDUM AND AGREES TO COMPLY WITH THEM IN ALL RESPECTS.

TENANT

By: *Diego Lora*  
Name:

12/22/21  
Date

LANDLORD/AGENT

By: *Rafael Frago*  
Name:

12/22/21  
Date

**LEASE AGREEMENT**  
**SOMERSET APARTMENTS**  
**EXHIBIT D**

**AFFORDABLE HOUSING LEASE ADDENDUM**

Addendum to Lease dated December 22, 2021, between 45 River Road Urban Renewal Associates, LLC ("Landlord"), and Phillip Tarabola ("Tenant").

In the event of a conflict between the terms of the Lease or the terms of this Addendum, the terms of this Addendum shall control.

**The Affordable Housing Program:** It is understood by the Tenant that the apartment being leased are subject to the requirements of the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26 and is subject to a Deed Restriction with the Borough of Edgewater. This program requires both Tenant(s) and Landlord to verify certain information and to agree to certain provisions contained in this Addendum. The Tenant(s) shall cooperate with all Landlord requirements related to such compliance and Program requirements.

**Information Supplied:** The Tenant hereby certify(ies) that the information supplied by the Tenant to the Landlord, that was taken into consideration by the Landlord in determining the Tenant's qualifications to rent the premises, including but not limited to, the Tenant's Application and Income Certification is accurate, complete and true in all respects. Tenant further certify(ies) that such information reported on future recertifications will be accurate, complete and true in all respects.

**Income Certification and Future Requests to Recertify:** The Tenant has completed and executed an Income Certification Form prior to execution of this Addendum, and shall complete and execute further Income Certification Forms at the Landlord's request not less than annually hereafter within the time specified on a written request. Upon request by the Landlord, the Tenant shall recertify the Tenant's household income, composition, student status and supply all documentation required to prove program eligibility such as Income Tax Returns, W-2 forms, and other verifications from third parties such as employers, federal/state agencies, etc. This will be done in a manner satisfactory to the Landlord and as required by program.

The preceding information may be requested at any time during the term of this Lease or any subsequent Lease Renewal term(s).

**Annual Recertification:** The Tenant acknowledges that the annual recertification of the Tenant's household income must meet the limitations imposed by the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26.1 et seq.) for continued eligibility for the program. The household's next Annual Recertification is due by \_\_\_\_\_ of every year. The Landlord will contact the resident approximately 120 days prior to this date to begin processing the necessary paperwork. It will be the Tenant's responsibility to provide all necessary information so that the Landlord may perform this task every year on or before the above anniversary date of the preceding Tenant Income Certification.

# LEASE AGREEMENT SOMERSET APARTMENTS

Failure of Tenant to provide accurate and timely information will constitute a substantial violation of this Lease and may result in the termination of the Lease Agreement as provided by the state's Uniform Owner-Resident Relations Act, and/or removal of the household from the Affordable Housing Program.

**Increased Income:** If upon annual recertification, the Tenant's household income and rent calculation exceeds the current Affordable Housing Program income and rent limit, the household does not have to move from his/her unit. The Tenant's household will be removed from the program requirements as stated herein, will be considered for housing as a Market rate household and will pay the applicable Market rental rate for the unit.

**Penalties for Submitting False Information:** Knowingly giving the Landlord false information regarding income or other factors considered in determining the Tenant's eligibility and rent is material noncompliance with the Lease and will be subject to termination of tenancy or removal from the Affordable Housing Program. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$ 10,000 and imprisonment for up to five years.

Affordable Housing Program: DBR Management      Phillip Tarabola  
Landlord                                      Tenant(s)

By initialing above the Tenant(s) agree(s) that he/she is/are participating in the Borough of Edgewater's Affordable Housing Program.

1. This Addendum shall be in effect for the shorter of (1) the full duration of the Tenant's occupancy in the above-referenced dwelling unit, or (2) for so long as the Tenant or Landlord is participating with respect to the property in the Borough of Edgewater's Affordable Housing Rental Program which is governed by regulations promulgated under UHAC and recorded against the property.
2. Landlord may not terminate the tenancy or refuse to renew the Lease Agreement of a Tenant of rental housing except for serious and repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law, for completion of the tenancy period for transitional housing, or for other good cause. For so long as this Addendum is in effect, to terminate the tenancy, Landlord must serve written notice upon Tenant specifying the grounds for such termination or refusal at least thirty (30) days before the termination of the tenancy.

The foregoing is hereby agreed to by:

TENANT Phil Tarabola Date 12/22/21  
TENANT \_\_\_\_\_ Date \_\_\_\_\_  
LANDLORD Rania Ragusa (no) Date 12/22/21



**LEASE AGREEMENT  
SOMERSET APARTMENTS**

**EXHIBIT E**

**CONSTRUCTION ADDENDUM**

These additional clauses are attached to and part of a certain lease dated **12/22/2021** between 45 River Road Urban Renewal Associates, LLC, (Landlord) and **Phillip Tarabola** unit #207 in a premise located at 8 Somerset Lane, Edgewater, NJ 07020.

**A. Construction.** The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the building including but not limited to the lobby, common areas, public hallways, storage area, garage, roof deck and other amenity areas will require construction work to be completed. Therefore, annoyances and inconveniences during the initial year of the lease term will exist due to construction. It is understood and agreed that in addition to other ongoing construction items: (i) the elevator cabs and other portions of the common areas may be padded or lined and (ii) carpeting and wall covering may not be in place until a floor is substantially occupied.

**B.** Tenant further acknowledges that there is ongoing construction and that all facilities such as, but not limited to storage and garage may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statues, codes, laws and ordinances. Tenant agrees that his/her reasonable expectations of the apartment and the building is that there will be construction work and workers in or about the premises which will result in a certain amount of noise, dust, annoyances, inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the rental has been set taking these conditions into account. The acknowledgement of these conditions is a material inducement for the Landlord to enter into this lease. Tenant agrees that it shall not make any claims against owner as a result of any of the aforementioned, annoyances, and inconveniences and other problems that will or may occur.

TENANT

By: Phillip Tarabola  
Name:

12/22/21  
Date

LANDLORD/AGENT

By: Rania Prago  
Name:

12/22/21  
Date