

"additional rent". This includes reasonable attorney's fees incurred by the Landlord as a result of the Tenant's violation of any Lease agreement. The additional rent shall be due and payable as Rent with the next monthly Rent payment. Non-payment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent.

4. Security

The Tenant has given to the Landlord the Security stated above. It shall be deposited or invested by the Landlord and bear interest or yield other earnings as required by law. The balance of the interest or earnings, after deduction for the Landlord's administration expenses allowed by law, shall belong to the Tenant. The Tenant's portion of the interest or earnings shall be permitted to compound, or shall be paid to or credited for the benefit of the Tenant as provided by law.

The Security shall be held in trust by the Landlord during the Term of this Lease, including any renewal or extension. It shall be used as security for the Tenant's compliance with the Tenant's obligations under this Lease. The Landlord may deduct any costs resulting from the Tenant's failure to comply with any agreement in this Lease. If the costs exceed the Security, the Tenant shall pay the additional amount to the Landlord. If the Landlord uses any of the Security during the Term, the Tenant shall promptly restore the Security to its original amount. The Security is not to be used by the Tenant for the payment of Rent without the Landlord's written consent.

Within 30 days after the end of the Term, the Landlord shall return to the Tenant (a) the Security and the Tenant's portion of the interest or earnings, less any charges made under this Lease, and (b) a statement itemizing the interest or earnings and any deductions. This shall be done by personal delivery, registered or certified mail.

If the Landlord's interest in the Building is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest or earnings to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given to the Tenant within 5 days after the transfer, by registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security plus the Tenant's portion of the interest or earnings. The new Landlord becomes liable to the Tenant for the return of the Security plus the Tenant's portion of the interest or earnings in accordance with the terms of this Lease.

5. No Assignment or Subletting

The Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease, (b) sublet all or any part of the House or (c) permit any other person to use the House except as a temporary guest.

6. Violation, Eviction and Re-entry

The Landlord reserves a right of re-entry which allows the Landlord to end this Lease and re-enter the House if the Tenant violates any agreement in this Lease. This is done by eviction. Eviction is a court procedure to remove a tenant. The Landlord may also evict the Tenant for any one of the other grounds of good cause allowed by law. Eviction is started by the filing of a complaint in court and the service of a summons on a tenant to appear in court. After obtaining a judgment for possession and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the House. If the cause for eviction is non-payment of rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

7. Damages

The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs.

After eviction the Tenant shall pay the unpaid Rent for the Term or until the Landlord re-rents the House, if sooner. If the Landlord re-rents the House for less than the Tenant's

Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the House for more than the Tenant's Rent, the Tenant is not entitled to the excess. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the House for re-renting and (b) commissions paid to a broker for finding a new tenant.

8. Quiet Enjoyment

The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the House.

9. Utilities and Services

The Tenant shall arrange and pay for all utilities and services furnished to the House, including the following:

- (a) Heat
- (b) Hot and cold water
- (c) Electric
- (d) Gas

The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of services beyond the Landlord's control. This does not excuse the Tenant from paying Rent or the Landlord from promptly taking corrective action.

10. Tenant's Repairs and Maintenance

The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family and domestic employees.
- (b) Keep and maintain the House and grounds in a neat, clean, safe and sanitary condition. Vehicles may be driven or parked only in the driveway or in the garage. The Tenant shall not allow injury to the landscaping.
- (c) Take good care of the House and all equipment and fixtures in it.
- (d) Keep the furnace clean.
- (e) Keep the walks and driveway free from dirt, garbage, snow, and ice.
- (f) Keep nothing in the House which is inflammable, dangerous or might increase the danger of fire or other casualty.
- (g) Promptly notify the Landlord when there are conditions which need repair.
- (h) Promptly remove from the House all garbage and debris and take to the curb for collection.
- (i) Use all electric, plumbing and other facilities safely.
- (j) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (k) Use no more electricity than the wiring or feeders to the House can safely carry.
- (l) Obey any written instructions of the Landlord for the care and use of appliances, equipment, and other personal property in the House.
- (m) Do nothing to destroy, deface, damage, or remove any part of the House.
- (n) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
- (o) Promptly comply with all orders and rules of the Board of Health or other authorities governing the House which are directed to the Tenant.

11. Landlord's Repairs

The Landlord shall make any necessary repairs and replacements to the vital facilities serving the House within a reasonable time after notice by the Tenant.

12. Access to House

The Landlord shall have access to the House on reasonable notice to the Tenant to (a) inspect the House, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to possible buyers, mortgage lenders, contractors and insurers.

The Landlord may show the House to rental applicants at reasonable hours on notice to the Tenant within 3 months before the end of the Term.

The Landlord may enter the House at any time without notice to the Tenant in case of emergency

13. No Alterations or Installation of Equipment

The Tenant may not make any changes or additions to the House without the Landlord's written consent. This rule includes but is not limited to:

(a) Installation of panelling, flooring, built-in decorations, partitions, moldings, or any other fixture drilled into or attached to the floors, walls, or ceilings.

(b) Installation of any locks or chain-guards.

(c) Painting, wallpapering, or other decorations.

(d) Installation of any equipment or wiring.

(e) Change in the plumbing, cooking, air conditioning, electrical or heating systems.

All changes or additions made without the Landlord's written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the House at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs of any permitted changes and additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the House. If any lien or claim is filed against the House, the Tenant shall have it promptly removed.

14. Fire and Other Casualty

The Tenant shall notify the Landlord at once of any fire or other casualty in the House. The Tenant is not required to pay Rent when the House is unusable. If the Tenant uses part of the House for living purposes, the Tenant must pay Rent pro-rata for the usable part.

If the House is partially damaged by fire or other casualty the Landlord shall repair it within a reasonable time. This includes the damage to the House and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

Either party may cancel this lease if the House is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the Landlord and the Tenant will be binding on both parties.

This Lease shall end if the House is totally destroyed. The Tenant shall pay Rent to the date of destruction.

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

15. Liability of Landlord and Tenant

The Landlord is not liable for loss, injury, or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant, the Tenant's family or domestic employees.

16. Subordination to Mortgage

This Lease and all renewals of this Lease shall be subordinate to all present and future mortgages on the House and grounds. In a sale of the House and grounds arising out of a court proceeding known as foreclosure, the holder of a mortgage on the House and grounds may end this Lease. The Tenant shall sign all papers needed to subordinate this Lease to any mortgage on the House and grounds. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

17. Tenant's Letter

At the request of the Landlord, the Tenant shall sign a letter stating that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all of the Landlord's agreements in this Lease, (c) the Tenant has no rights to the House, except as stated in this Lease, (d) the Tenant has paid all Rent to date, and (e) the Tenant has not paid Rent for more than 1 month in advance. The letter shall also list all the property attached to the House which is owned by the Tenant.

18. Notices

All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this Lease and to the Tenant at the House.

19. No Waiver

The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

20. Survival

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.

21. Renewal Lease

The Landlord must offer the Tenant a renewal lease to take effect at the end of the Term unless the Landlord has good cause as defined by law. The renewal lease may contain reasonable changes, including any change in the Term. If the Landlord must offer a renewal lease, the Landlord shall notify the Tenant of the renewal lease at least 120 days before the end of the Term unless the tenancy is month to month. The Tenant must notify the Landlord of the Tenant's acceptance or rejection of the renewal lease at least 90 days before the end of the Term. If the Tenant fails to notify the Landlord of the Tenant's acceptance, it will be considered a rejection. If the Tenant does not accept the renewal lease, the Tenant must vacate the House at the end of the Term.

22. Furniture

If the House is leased in furnished condition, the Tenant shall maintain the furniture and furnishings in good order and repair. A list of the furniture and furnishings is attached to this Lease as "Rider A". The Tenant's signature on Rider A means that the list is accepted as correct and all items are in good condition.

23. End of Term

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

If the Tenant leaves any property in the House, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

24. Binding

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

25. Full Agreement

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

26. Attorney Review*

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

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

3. *Notice of Disapproval.* If an attorney for the Tenant or the Landlord reviews and disapproves of this lease, the attorney must notify the Broker(s) and the other party named in this lease within the three-day period. Otherwise this lease will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the lease that would make it satisfactory.

PREVIEW

Signatures

The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

Witnessed or attested by:

As to Landlord

As to Tenant

Landlord 

Landlord 

Tenant 

Tenant 

*Instructions to preparer: If you are not a real estate broker or salesperson licensed by the New Jersey Real Estate Commission, you may delete this language.