

**APARTMENT LEASE AGREEMENT**

**1. Parties and Dwelling Unit.**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

The Landlord leases to the Tenant

**APARTMENT** \_\_\_\_\_

**located at:** \_\_\_\_\_

**Use of Property.**

The Tenant may use the Apartment only as private residence for himself/herself and the following individuals:

\_\_\_\_\_,  
age: \_\_\_\_\_

\_\_\_\_\_,  
age: \_\_\_\_\_

\_\_\_\_\_,  
age: \_\_\_\_\_

and none other. It shall be deemed a breach of this Lease Agreement and a substantial violation of the Landlord's Rules and Regulations if any other person is found to reside in the Unit. Tenant shall notify Landlord of its telephone number for the Premises and for emergency contact immediately upon obtaining it.

The statements and representations made by Tenant in applying for the apartment have caused Landlord to enter into this agreement, and if any of these statements and representations should be false it shall be considered a substantial breach of the

landlords rules and regulations and of the terms and conditions of this Lease Agreement, and Landlord may terminate this Lease Agreement and recover possession of the demised premises.

**2. Term.**

The Lease is a month to month lease starting on \_\_\_\_\_. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease as its only remedy against Landlord. The Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least ONE CALENDAR MONTH before the end of any term.

**3. Rent.**

The Tenant agrees to pay \$\_\_\_\_\_ as base rent for the initial term, to be paid as follows: \$\_\_\_\_\_ per month, due on or before the 1<sup>st</sup> day of each month in advance. The first payment of rent and security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of **10% of one month's rent** as additional rent for each payment that is more than **5 days late**. This late charge is due with the monthly rent payment. In the event a rent check is returned by the bank for any reason, Tenant shall pay and additional fee of **\$50 (NSF)** as additional rent. Landlord has the right to require that all rental payments and additional fees be made by money order, cashier's check and/or certified check. All amounts that may be due and payable to the landlord from the tenant pursuant to this lease agreement shall be considered as "additional rent" and may be collectible in any court of law with competent jurisdiction.

**4. Security Deposit.** The Tenant shall deposit an amount equal to 1½ month's rent with \_\_\_\_\_ the \_\_\_\_\_ Landlord, \$ \_\_\_\_\_ which will be held in the \_\_\_\_\_

\_\_\_\_\_ Bank,  
at:

address: \_\_\_\_\_,

New Jersey in an account that is currently earning interest at \_\_\_\_\_% per annum.

(b) At no time will Tenant be allowed to use rent security for the payment of rent.

(c) Tenant shall pay all monies necessary to keep the security deposit account at a full month and a half's rent.

(d) Landlord has the right to apply any rent money received from the Tenant toward the Tenant's rent security to keep the security deposit account at 150% the current rent. That would cause the actual rent to be in arrears if a deficiency exists.

(e) Rent security will be returned to the Tenant in accordance with New Jersey law, but only after Tenant vacates apartment and only after all of the following conditions are satisfied:

(i) One month written notice before the 1st day of the previous month must be given to Landlord that the Tenant will move on or before the first of the following month.

(ii) The apartment must be returned in the same condition as when Tenant started occupying it, less reasonable use.

(iii) Rent must be paid in full and no damage incurred by Tenant during rental period.

(iv) Keys must be returned to Landlord.

(v) No personal property or furniture of any kind may be left in the apartment. It must be broom cleaned by Tenant. If Landlord has to clean the apartment, the cost will be deducted from the security deposit.

**5. No Assignment or Sublease.** The Tenant may not sublease the Apartment or assign this Lease.

**6. Renters Insurance.** Tenant is advised that crime insurance is available to the Tenant. Tenant may make application for such insurance from its own insurance agent. Crime insurance policy at an affordable cost will protect Tenant against loss resulting from robbery or burglary of Tenant's apartment.

**Each tenant is required to obtain "Renters" insurance.** Tenant agrees to hold both the Landlord and Managing Agent and their employees harmless from suit due to personal injury by the Tenant, Tenant's family and Tenant's guests while in the building or on the grounds, and Landlord shall be named as an additional insured party on any insurance Policy(s) procured by the Tenant relative to the demised premises and shall provide the landlord with proof of such insurance.

**7. Utilities.** The Landlord will pay for the following utilities:

( ) cold water ( )  
hot water ( ) electricity  
( ) heat ( ) gas

The Tenant will pay for the following utilities:

( ) cold water ( )  
hot water ( ) electricity  
( ) heat ( ) air  
conditioning ( ) gas

Tenant shall promptly pay all utility bills for service to the apartment so as to avoid a discontinuance of service. Tenant shall keep all utilities operable until possession of the apartment is returned to the Landlord..

**8. Eviction.** The landlord reserves a right of reentry in the event the tenant breaches or violates any term, covenant or

condition of this agreement. The Landlord may evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. The Tenant must also pay as additional rent all costs, including reasonable attorneys' fees, related to an eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the apartment.

If the Tenant defaults under this lease agreement and the Landlord obtains the service of any attorney (including compensation for in-house counsel time) with respect to the eviction of the Tenant, the Tenant agrees to pay the Landlord, and same shall be considered additional rent under this lease agreement, attorneys' fees of \$750.00, \$29.00 filing and service fee, \$19.00 warrant fee if incurred, and \$35.00 constable fee if incurred per legal action.

If evicted, the Tenant must continue to pay the rent until the end of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Apartment

#### **9. Care of the Apartment.**

a. The Tenant has examined the Apartment, including the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition and accepts the Apartment "as is". The Landlord has not made any promises with respect to modifying the premises that is the subject of this agreement.

b. The Tenant agrees to maintain the property in a neat, clean, safe, and sanitary condition. The Tenant will take care of the apartment and all fixtures, floor coverings,

and appliances. The Tenant agrees to pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant, including frozen/broken pipes and damage caused by same. The Tenant must give the Landlord prompt notice of any defects in the plumbing, fixtures, windows, heating and cooling equipment or any other part of the unit or related facilities.

The Tenant is obligated to report all complaints to the Landlord including all water leaks from plumbing fixtures, leaks from ceilings, floor water, etc., even if it does not directly affect his/her living conditions, and if it is not his/her fault or his doing. Not reporting and following up on repairs will be considered gross negligence on his/her part and tenant will be responsible for damage caused by gross negligence and subject tenant to eviction on three (3) days written notice to vacate the apartment.

c. Prior to making any repairs, Tenant must notify Landlord in writing for its approval. The Landlord will have a reasonable amount of time within which to make the repairs or to approve Tenant's own repairs.

d. In connection with Tenant's care of the Apartment and its contents, Tenant shall pay for all minor repairs and replacements, whatever the cause. Further, the Tenant must pay for all major repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's household members, their visitors, invitees, contractors, agents, assigns and/or movers. For purposes of this Paragraph, "major" means any and all repairs of \$500.00 or more and "minor" is less than \$500.00.

e. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left shall be deemed abandoned, of no value, and may be disposed of at the tenant's expense at Landlord's sole discretion.

f. **Smoke Detector.** Tenant acknowledges there is/are \_\_\_ smoke detector (s) in the Apartment in working order. Tenant will be responsible for battery replacement and will test the detector(s) periodically and will notify the Landlord, in writing, by certified mail or registered mail of any mechanical failure. Tenant may not remove or render a smoke detector inoperative.

g. **Carbon Monoxide Detector.** Tenant acknowledges there is/are \_\_\_ carbon monoxide detector (s) in the Apartment in working order. Tenant will be responsible for battery replacement and will test the detector(s) periodically and will notify the Landlord, in writing, by certified mail or registered mail of any mechanical failure. Tenant may not remove or render a carbon monoxide detector inoperative.

#### **10. Interruption of Services.**

The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control. Tenant will not be entitled to any offset or abatement of Rent or Additional Rent by reason of inconvenience or annoyance, due to repairs, improvements or for any reason beyond the Landlord's control. Landlord will be under no liability to Tenant due to any discontinuance of heat, hot or cold water, or for the discontinuance of any other service caused by the handling of electric wires or lights, or plumbing. Landlord will not be liable for loss or damage to property of Tenant caused by termites or other

vermin, or by rain, snow, water or steam which may leak into or flow from any part of the Apartment building through any defect in the roof or plumbing or from any other source whatsoever, unless caused by negligence of Landlord, its agents or employees or otherwise; Tenant agrees to assume the responsibility of defending, at his expense, any claim which may be made against Landlord by any person claiming the right to be in the Apartment through or under the Tenant, and pay for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of Landlord, its agents or employees.

#### **11. Restricted Alterations.**

The Tenant agrees not to do any of the following:

- (a) change or remove any part of the appliances, fixtures or equipment in the unit;
- (b) install wall paper or contact paper in the unit;
- (c) attach awnings or window guards in the unit;
- (d) attach or place any fixtures signs or fences on the buildings, the common areas, or the grounds;
- (e) attach any shelves, screen doors, or other permanent improvements in the unit;
- (f) install washing machines, dryers, fans, heaters or air conditioners in the unit;
- (g) place any aerials, antennas or other electrical connections on the unit;
- (h) drill or nail or screw any objects into the walls, ceilings, partitions or floors. Tenant shall be liable for any damages and the cost of restoring same;

(i) install Venetian blinds, shades, awnings or window guards;

(j) **Under no circumstances shall any dishwashing machine, clothes washing machine, or clothes dryer be installed or operated in the apartment;**

(k) **Upon prior written notice to the Landlord, Tenant may install up to 2 window air conditioning units in the premises so long as the Tenant purchases them and they are "New" with not more than a 5000 BTU rating each. This limitation is necessary to prevent potential electrical wiring damage or fire. In the event window air conditioners are installed, such installation may not occur before June 1<sup>st</sup> and Tenant must remove them from the window(s) on or before October 1<sup>st</sup> of each year; and**

(l) Tenant shall not allow any mechanic's liens or other claims to be filed against the Building and shall immediately remove any such lien or claim.

**12. Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Apartment and/or its contents.

**13. No Waiver by Landlord.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

**14. Eminent Domain.** Eminent domain is the right of a government to take private property for public use. Fair compensation must be paid. If any part of the apartment or building is taken by eminent domain, either party may cancel this Lease on thirty (30) days notice to the other. The entire payment for the taking

shall belong to the Landlord. The Tenant shall make no claim for the value of the remaining part of the Term.

**15. Entry by Landlord.** Upon reasonable notice, the Tenant must allow the Landlord to enter the Apartment to provide services, inspect, repair, improve or show it. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter the Apartment without the Tenant's consent.

**16. Fire and Other Casualty.** The Tenant shall notify the Landlord at once of any fire or other casualty in the Apartment. Provided the Tenant did not cause or contribute to the fire or other casualty, the Tenant is not required to pay Rent when the Apartment is unusable. If the Tenant uses part of the Apartment for living purposes, the Tenant must pay Rent pro-rata for the usable part.

Provided the Tenant did not cause or contribute to the fire or other casualty, if the Apartment is partially damaged by fire or other casualty, the Landlord shall repair it within a reasonable time. This includes the damage to the Apartment and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

Provided the Tenant did not cause or contribute to the fire or other casualty, this Lease shall end if the Apartment 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 agent, guest, or employee, the Tenant shall pay for all repairs and all other damages.

**17. Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the Property, which include the Apartment. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this. The Tenant shall sign all papers needed to subordinate this Lease to any mortgage on the Property.

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 Apartment and Building, 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 in the Apartment, which is owned by the Tenant.

**18. Hazardous Use.** The Tenant will not keep anything in the Apartment that is considered dangerous, flammable, and explosive or might increase the danger of fire or any other hazard. The Tenant will clean-up any such materials and indemnify and hold harmless Landlord, its officers, shareholders, employees and affiliates from same, including, but not limited to the payment of any and all attorney fees (including compensation for in-house counsel time) which shall be considered as additional rent.

**19. Injuries or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, The Tenant's household members, their visitors, invitees, contractors, agents, assigns and/or movers. The Landlord is not responsible for any injury or damage unless due to the gross negligence of the Landlord.

**20. Pets.** Tenant shall not allow pets, animals, mammals, fish or birds, of any kind in the unit or on the Landlord's property at any time.

**21. Waterbeds.** Tenant shall not allow waterbeds or any type of water filled furniture in the unit at any time.

**22. Drug Related Crimes.**

Engaging in distribution, possession, or use of controlled substances C.D.S. (N.J.S.A. 24:21, et seq.) in the unit or premises shall be deemed conclusively to impair the physical and social environment of the unit and premises and is a substantial violation of the Tenant's obligation to use its dwelling unit "solely for residence by the family." It is also a violation of New Jersey Housing Law and subjects Tenant to eviction on 3 day's notice pursuant to N.J.S.A. 2A:18-61.1p.

**23. Signs.** The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Apartment.

**24. Housing Code Violations.**

In the event Landlord is assessed fines or penalties for a violation of any housing code ordinance or law which is directly attributable to the acts or omissions of Tenant, Tenant shall be liable to Landlord for the actual costs and expenses incurred by Landlord and same shall be considered as additional rent and due with Tenant's following monthly rent payment.

**25. Yard.** If there is a yard outside of the tenant's unit it must be properly maintained, and if it is not properly maintained, Tenant shall be considered in default of the Lease. Landlord will arrange to have the grass cut. Tenant cannot plant

flowers, trees or shrubs in the yard without the written consent of Landlord.

**26. Rules and Regulations.** The Tenant shall obey all the Landlord's rules & regulations for the safety and cleanliness of the Building and for the comfort and convenience of the other tenants.

**27. Move Out, Cleaning, Vacating Notice.**

If Tenant intends to vacate the premises, Tenant must provide notice in writing and must be received by the Landlord at least one calendar month prior to the date that Tenant intends to vacate the premises. In addition to Tenant's requirements to maintain the Apartment and yard, (if any), the Tenant must conduct its final cleaning and repairs to the premises on or before 5:00 P.M. on the last day of the Term. The Landlord will then conduct a walk through of the Apartment to note any damages or failure by Tenant to adhere to the terms of this Lease. There will be appropriate charges deducted from the security if the Tenant does not clean the Apartment and appliances prior to 5:00 on the last day of the Term. There will also be an additional minimum charge of at least **\$500.00** for re-painting the Apartment if the Tenant vacates prior to the expiration of the Apartment Lease. In addition, if re-painting takes more than one (1) coat, the Tenant shall be responsible for the cost of each additional coat of paint. Tenant will also be responsible for lost rent if the Landlord's new tenant cannot begin its Term promptly after the expiration of Tenant's Term due to Tenant's breach of this Lease.

**28. Carpeting.** If the Apartment comes with carpeting, Tenant agrees to have the carpet cleaned at least once a year at Tenant's own expense. If Tenant vacates without having the carpet cleaned, Landlord

may deduct the cost of carpet cleaning from the Security Deposit.

**29. Keys & Alarms.** The Landlord will keep a copy of the key for the Apartment and may keep a copy of the garage door opener, if any. The Tenant may not change the locks or install an alarm. If the Landlord is prevented from entering the Apartment in an emergency due to Tenant's behavior, including Tenant's changing a lock or installing an alarm, the Tenant shall bear the costs of Landlord's efforts to enter by force. In the event Landlord enters by force, Landlord will not be liable for any damages to the Apartment or to Tenant's property. It is the responsibility of the Tenant when they vacate their Apartment to return all keys (Apartment and mailbox), garage door openers and alarm codes if any to the Landlord. If Tenant fails to return their Apartment keys and/or garage door openers, they will be assessed **\$100.00** per key and per garage door opener, and if they fail to return their mailbox key, they will be assessed **\$50.00**. If Tenant fails to give Landlord an alarm code upon vacating the Apartment, Tenant will pay Landlord's actual costs associated with such failure including attorneys' fees and costs associated with disconnecting the alarm.

**30. Access to unit to Tenant.**

Anyone that is locked out of the building or their apartment and requests assistance to gain access will be charged the following:

During office hours (**\$10.00**)

Monday-Friday 10:00 A.M.-5:00 P.M. and  
Saturday 10:00 A.M.-1:00P.M.

After office hours (**\$25.00**)

If payment is not made to the Landlord, the fee shall be considered additional rent and due with the next month's rent payment.

**31. Window Guards.** The tenant may have window guards installed by the landlord in the tenant's apartment and the public halls, provided that: (1) the tenant makes a written request to the landlord for such installation; and (2) a child 10 years of age or younger resides in the apartment or are regularly present in the apartment for a substantial period of time; and (3) the tenant's apartment is located higher than the first floor. Tenants living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the tenant's unit have access without having to exit the building. Window guards shall not be installed on any window giving access to a fire escape. No tenant shall obstruct or interfere with the installation of the window guards and no tenant shall remove or otherwise render ineffective such window guards. The tenant shall grant the landlord access to the apartment to inspect each window guard in the apartment. Any expenditures made by the landlord in connection with installation and maintenance of the window guards shall be deemed to be capital improvement costs, which may be, at the landlord's option, passed onto the tenant. These costs shall be considered additional rent.

**32. Megan's Law Statement.** Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing/execution of the lease the county prosecutor may be contacted for such further information as may be disclosable to you.

**33. Truth in Renting.** The Tenant acknowledges having received a copy of "Truth in Renting".

**34. Vacating Notice.**

If Tenant intends to vacate the premises, Tenant must provide notice in writing and must be received by the Landlord at least one calendar month prior to the date that Tenant intends to vacate the premises.

**35. End of Term.** A lock box may be installed 3 months prior to the Lease expiration, and Tenant will cooperate with showing of the Apartment and will not in any way interfere with the showing of the Apartment. During said 3-month period, 3 open houses may be held.

**36. No portable LP-gas.** Portable LP-gas cooking equipment such as barbecue grills shall not be stored or used: on any porch, balcony or any other portion of the Apartment or Building; within any room or space of the Apartment or Building

within 5 feet of any combustible exterior walls;

within 5 feet, vertically or horizontally, of an opening in any wall, or

under any building overhang

**no barbecuing allowed**

**37. Parking.** Parking on the general property surrounding the Building and the Apartment is limited to the Tenant only. Visitors must park off of the general property. Landlord reserves the right hereunder from time to time to number and/or otherwise designate/assign parking spot(s) to tenants and/or to Tenant. Tenant has no rights in or to any particular parking spots, and the Landlord does not guaranty Tenant a parking spot on the general property surrounding the Building or the Apartment.

**38. Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

**39. Recording.**

This Lease may not be recorded.

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

**41. No Personal Liability.**

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, its members, officers, employees, successors, assigns or any mortgagee in possession (for the purposes of this Section, collectively referred to as "Landlord"), with respect to any of the terms, covenants and conditions of this Lease, such exculpation of liability to be absolute and without any exceptions whatsoever.

**42. Indemnification.** Tenant hereby indemnifies, and shall pay, defend, protect

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

**43. Entire Lease.** It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease agreement relative to the Premises between the parties hereto and their respective representatives and agents as of the date hereof. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein, and no modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.

Landlord's rights and remedies under this Lease are in addition to, and not instead of any other rights and remedies provided by law. Landlord may exercise any or all of the rights and remedies provided by law, as well as those provided under this lease.

**44. Attachments to the Agreement.**

The Tenant certifies that she has received a copy of this agreement and a copy of the following documents and understands these.

#1: Ownership Registration Statement

#2: EPA Lead Paint Advisory Pamphlet

#3 Lead Paint Disclosure

#4 Megan's Law Notification

#5 Truth in Renting Handbook

#6 A copy of the apartment application

**45. Signatures.** The Landlord and the Tenant agree to the terms of the Lease. This Agreement may be signed in counter parts, all of which when taken together shall form one valid and effective agreement.

LANDLORD \_\_\_\_\_

Witnessed or Attested by:

By: \_\_\_\_\_

**Tenant's Acknowledgment.**

Tenant has examined and knows the contents of this Lease agreement and agrees to be bound by it. Tenant acknowledges that he/she had an opportunity to have this document reviewed by an attorney of his/her choice. All promises made by the Landlord are in this Lease.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\*\*\*\*\*SAMPLE\*\*\*\*\*

## ***RULES AND REGULATIONS***

### **ALL THE TENANTS AND OCCUPANTS AGREE:**

1. They shall not install, affix or paint on or expose any sign, notice, advertisement, illumination or projection out of the window or on the exterior or from the said building, or upon it in any place.

2. They shall only use shades, window ventilators or guards in the windows of said apartment as are put up or approved by the Landlord. No awnings permitted.

3. No animal shall be permitted in the herein-leased apartment or in or about the building or grounds of the Landlord.

4. The sidewalks, halls, passages or stairs shall not be obstructed by the Tenants or their property or used by them for any purpose other than ingress or egress. No items are permitted in halls or at apartment entrance doors or on lawn or walks. Tenant shall not sweep or throw or permit to be swept or thrown from the leased premises any dirt or other substance into any corridors or halls, or stairways or sidewalks of said building.

5. Bicycles, tricycles, baby carriages, go-carts and other vehicles of like nature shall not be left in the hall or on the sidewalk or grounds at any time.

6. The Toilet rooms, water closets and other water apparatus shall not be used for any other purpose than those for which they were designed, and no sweepings, rubbish, rags, ashes, ink, chemicals, garbage, refuse matter from electric batteries or other obnoxious substances shall be thrown therein. Any damage resulting from such misuse or abuse shall be borne and paid

for by the Tenant and shall be considered additional rent.

7. They shall see that the windows and doors of their apartments are closed and securely fastened before leaving the premises, and will be held responsible for any damage resulting from frost, rain or other causes in violation of this rule.

8. They shall not use or keep in this building any explosives or illuminating material except electric lights or candles.

9. They shall not waste or unreasonably use water or hallway lights.

10. They shall report to the Landlord and the appropriate health authority any case of infectious or contagious disease occurring in the premises and they shall report to the Landlord the presence of insects or vermin in the premises.

11. They shall report to the Landlord at once, any accidents or injury to water pipes, toilets, drains, or fixtures, or any other property of the Landlord, and all breakage, damage or loss of any kind.

12. They and their children, guests, or invitees shall not play in the public halls, on roofs, laundry rooms, stairways, elevators, cellars, walks, grounds or areas not intended by the Landlord as a play area.

13. They shall not use any tacks, nails or other fasteners, or cement in laying carpets, rugs or linoleum on the floors.

14. They shall not place any nails, bolts or screws in the walls, floors, doors or trim, nor shall they apply wallpaper and/or contact paper or colors on any wall.

15. They shall not install any radio or television aerial wires of any description on or in the building, or hang them from the windows.

16. They shall permit the Landlord or his agents or employees to enter the premises at any reasonable hour for the purpose of exterminating insects or vermin, and to allow the Landlord to take all materials into the premises that may be

required thereof, without the same constituting an eviction and that the rent shall not abate while such work is being done.

17. The Landlord in all cases shall retain the right to control and prevent access into the buildings and grounds of all persons whom it considers undesirable.

18. All personal property placed in the premises or stored in trunk rooms and storage rooms and garages shall be at the risk of the Tenant or owner of such personal property from any cause.

19. The Landlord shall not be responsible for any articles left with any employees of the Landlord.

20. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make or permit to be made any disturbance or noises detrimental to the premises or to the comfort of other inhabitants of said premises nor permit any act which may be or grow to be an annoyance, damage and/or disturbance to the Landlord or any other Tenant.

21. It is positively understood and agreed that no air conditioning units are permitted in the windows.

22. Tenant agrees herewith not to install or cause to be installed any washing machines and/or dryers in their apartment. Washing machines and drying apparatus are installed in laundry areas and Tenant shall use these facilities only at such times as the Landlord designates.

23. No parking is permitted in any driveway or fire lanes. Only designated parking areas may be so used.

24. Washing of cars or any other vehicle on the premises is strictly forbidden. No repairing of motor vehicles is permitted on the premises at any time.

25. No waterbeds are allowed in the apartments.

26. All motorcycles have to be parked in the parking lot.

27. Tenant shall not operate a business from the Apartment.

28. Not to make or permit any disturbing noises in the premises by himself, his family or friends, nor do or permit to be done anything which will interfere with the rights, comforts and conveniences of other tenants and not to play any musical instruments nor operate a radio, television, stereo, computer, etc. if same will disturb or annoy other tenants or occupants of other apartments whether in the daytime or nighttime.

The Landlord reserves the right to make such other rules and regulations from time to time as it deems necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Tenants.

Tenant has read all of the foregoing terms and conditions and accompanying rules and regulations of his tenancy and agrees to abide by them, and further agrees that a breach of any of the terms, covenants, rules or regulations shall be a breach of the entire lease.

**Landlord:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tenant:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**LEAD PAINT DISCLOSURE STATEMENT RIDER**

Housing built before 1978 may contain lead-based paint, paint chips, and dust. These can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessee (tenant) must also receive a Federally approved pamphlet on lead poisoning prevention.

**LANDLORD'S DISCLOSURE** (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_ (ii) Landlord has no knowledge of lead based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below):

\_\_\_ (i) Landlord has provided the tenant with available records and reports pertaining to lead-based paint hazards in the housing (list documents below).

---

\_\_\_ (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

---

**TENANT'S ACKNOWLEDGMENT** (initial)

\_\_\_ (c) Tenant has received copies of all information listed above.

\_\_\_ (d) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

**LANDLORD'S OR BROKER'S ACKNOWLEDGMENT** (initial)

\_\_\_ (e) The Broker or Licensee has informed the landlord of his obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**II. CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date



Address of Premises \_\_\_\_\_ Apt # \_\_\_\_\_

Name of Tenant(s) \_\_\_\_\_

*RETAIN A COPY FOR YOUR RECORDS*

**Annual Notice to Tenant Regarding Window Guards**

**You are required to sign & return this form to your landlord within 30 days.**

- **Your landlord is required by law to install window guards in your windows if you live above the 1<sup>st</sup> floor, and have a child living with you under the age of 10 or you have a child(ren) who regularly visit(s), or if you have requested them.**
- **It is prohibited by law for you to interfere with or remove window guards once installed.**
- **Your landlord is required to inspect the window guards installed in the windows in your apartment annually, and you must allow the landlord entry to do so.**

**PLEASE FILL OUT AND RETURN TO YOUR LANDLORD**

**Please answer the following:**

I have a child under the age of 10 who currently resides in my apartment  Yes   
No

I want window guards installed in my windows as I have a child(ren) who visits regularly  Yes   
No

I have no child(ren) in my apartment, however I am requesting window guards  Yes   
No

I currently have window guards installed in my windows  Yes   
No

**I certify the above information to be correct.**

**Name of Resident** \_\_\_\_\_

**Signature** \_\_\_\_\_

**DATE** \_\_\_\_\_

