



## APARTMENT LEASE CONTRACT

Date of Lease: 9/26/2023

Apartment No. 823

Parking Space No. N/A & N/A

Mailbox No. 823

The Landlord and the Tenant agree to lease the Apartment for the Term and at the Rent stated, as follows: (The words Landlord and Tenant included all landlords and all tenants under this lease.)

TENANT KEITH SCOTTI

TENANT Lisa Scotti

TENANT Molly Mae Waddams

TENANT \_\_\_\_\_

LANDLORD: NEPTUNE PARTNERS, LLC.

ADDRESS OF LANDLORD: 16 MICROLAB ROAD, SUITE A, LIVINGSTON, NEW JERSEY 07039

PROPERTY/DEVELOPMENT: THE WAVERLY AT NEPTUNE

PROPERTY/DEVELOPMENT ADDRESS: 300 WAVERLY AVENUE NEPTUNE, NJ 07753

APARTMENT TYPE: 2 BEDROOM TERM: From 10/25/2023 to 10/24/2024

APARTMENT MODEL TYPE: K ADULTS: 3 CHILDREN: 0

MONTHLY RENT: \$ 2,750.00 APARTMENT

SECURITY: \$ 1,000.00 \$ 0.00 STORAGE RENT

\$ 0.00 ALARM RENT

\$ 0.00 PET RENT

NON-REFUNDABLE

\$ 0.00 PARKING RENT

\$ 0.00 PET FEE

\$ 50.00 AMENITY FEE

\$ 2,800.00 TOTAL RENT

Tenant Initials KS LS MMW

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**1. POSSESSION AND USE** - The Landlord shall give possession of the above stated Apartment at **The Waverly at Neptune** (the "Development") to the Tenant for the Term. The Tenant shall take possession of and use of the Apartment only as a private residence. Only the individuals identified on this Apartment Lease may reside in the Apartment. The Tenant shall not use the Apartment for any other purpose other than a residence and shall conform to the municipal and state occupancy standards. The Tenant must not allow the Apartment to be vacant during the Term. In determining whether a tenant complies with municipal or state occupancy standards, the only rooms to be considered in calculating the space for sleeping purposes are the bedrooms as identified by the landlord. The living room, dining room, hallways and closets shall not be considered space for sleeping purposes.

**2. RENT** - The Tenant shall pay the Rent to the Landlord at the Landlord's address. Rent is due the first day of each month. The rent is considered late if it is received after the 5th of the month. All rent payments received by the Landlord after the 5th of the month shall be by certified check or money order. The Landlord reserves the right to refuse any checks tendered but not drawn on the Tenant's account. A certified check or money order may be required at the option of the Landlord at any time. Once a Summary Dispossess Proceeding has been initiated, the Landlord requires all payments be made by certified check or money order. If there is more than one Tenant, each Tenant shall be jointly and severally responsible for the payment of the rent. The Tenant acknowledges it cannot unilaterally change the due date of the rent or any other provision in this Apartment Lease. **Tenant understands that Tenant is obligated to pay the Rent and Additional Rent each month for the entire Term of this Apartment Lease and, except as may be permitted by applicable law, Tenant has no right to terminate this Apartment Lease prior to the end of the Term.**

(a) Rent Control: Pursuant to N.J.S.A. 2A:42-84.1 et. seq. Tenant's Apartment at the Development located in the City of Neptune is exempt from rent control for a period of time not to exceed the period of amortization of any initial mortgage loan secured by the Landlord or for 30 years following completion of construction, whichever is less.

**3. ADDITIONAL RENT** - If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply to the Tenant as "Additional Rent." This includes attorney's fees and court costs incurred by the Landlord as a result of the Tenant's violation of this Lease. Tenant agrees to pay a late fee of 5% of the unpaid rent, as additional rent, if rent is not received in the office by the fifth (5th) of the month. The Tenant agrees to pay a return check fee of \$60.00 as additional rent to the Landlord representing Landlord's costs should any rental check or ACH payment be returned unpaid due to any cause, including Insufficient Funds. The Landlord will not redeposit checks returned unpaid and requires replacement proceeds to be tendered by certified check or money order. In addition, the Landlord reserves the right to demand that all further payments be made by certified check or money order. Landlord reserves the right to initiate a Summary Dispossess Proceeding any time rent is paid late or any time after a rent check or ACH payment is returned unpaid. Landlord is not required to notify tenant that the rent is late or that a rent payment has been returned or reversed.

(a) Pets: No animals or pets of any kind shall be kept in the Apartment unless a fully-executed Pet Rider is signed by both Landlord and Tenant. All charges referenced in the Pet Addendum, as well as the initial non-refundable pet fee, monthly pet fees, will be considered and collected as additional rent.

(b) Parking Charges: If there is a charge for parking at the premises, Tenant agrees to pay a parking charge per space each month due and payable as additional Rent as referenced in the Parking Rider. If Landlord is required to tow or store a motor vehicle belonging to Tenant or any guest of Tenant, such charges will be due and payable to the towing company.

(c) Common Area/Amenities Charge: Tenant agrees to pay a charge for the use, in common with other residents at the premises, of the common areas and amenities at the premises. This payment will be in the amount of \$50 per month due and payable as additional Rent as referenced in the Community Amenity Rules and Regulations Rider. This charge is nonrefundable, cannot be prorated and will be charged each year upon renewal.

(d) Utilities Charge: Tenant agrees to pay, as additional rent, sewer and water charges as referenced in the Sewer and Water Submeter Rider. Tenant will also pay all electric and gas charges as referenced in section 8 of the Lease.

**4. SECURITY DEPOSIT** - Landlord hereby acknowledges receipt from Tenant of \$ 1,000.00 which represents the Security Deposit payment required under this Apartment Lease. The Security Deposit is held in a trust account at Capital One Bank; 499 Thornall Street, 11th Fl. Edison, NJ 08837 at a current rate of interest of .10%. Landlord will accrue interest on the Security Deposit at the rate set in the applicable statutes, which interest will be credited and paid as required by law. If the Landlord's interest in the Development is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given within thirty (30) days after 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. The new Landlord shall then be liable to the Tenant for the Security plus the Tenant's portion of the interest. If the Landlord uses the Security during the Term, the Tenant shall promptly pay the Landlord the amount deducted after the Landlord has drawn against the Security Deposit. The Landlord reserves the right to apply any payments made by the Tenant (even if identified as rent) toward the amount to be held as Security so as to bring said amount up to the legal limit. A refusal by the Tenant to bring the Security Deposit back up to the amount previously held by the Landlord prior to any deduction shall be considered a violation of this Lease. The Security is not to be used by the Tenant for the payment of Rent or additional rent. The Tenant agrees that the time for the Landlord to account for the Security Deposit shall not begin to run until the Tenant's responsibility for payment of rent has ceased.

(i) Refund/Deductions: Within thirty (30) days after the expiration or lawful early termination of the Apartment Lease (or on or before such earlier date as may be required by applicable law), Landlord agrees to refund the Security Deposit to Tenant, after deducting all damages or charges for which Tenant is legally liable under the Apartment Lease, or as a result of breaching the Apartment Lease. Such refund shall be made by personal delivery or certified mail. At such time, Landlord will provide Tenant with a written itemization of the Security Deposit, any accrued interest thereon and, in the event Landlord deducts any accrued and unpaid Rent, additional rent or other charges from the Security Deposit, Landlord will furnish Tenant with a written description and itemized list of all deductions Landlord made.

**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 Apartment or (c) permit any other person to use the Apartment except persons identified on this Apartment Lease. Even if Landlord permits a sublet or assignment, Tenant will remain fully responsible for (and shall not be released from) the payment of Rent specified in this Apartment Lease and the performance of all other obligations under the terms of this Apartment Lease. Apartment may not be used for short term rental on sites such as Airbnb, Roomorama, Execustay, Sublet, Homeaway, Yourhomesuite and Vrbo.

**6. VIOLATIONS, EVICTIONS AND RE-ENTRY** - The Tenant is liable for all damages and/or expenses incurred by the Landlord to enforce the terms of this Lease. All such costs, damages, and/or expenses shall be considered additional rent. If the Tenant violates any agreement in this Lease, the Landlord has the right to seek to terminate this Lease and seek possession of the Apartment. This is done by eviction. Landlord reserves the right to initiate a Summary Dispossess Proceeding any time rent is paid late or any time after a rent check or ACH payment is returned unpaid. The Landlord reserves the right to file a Summary Dispossess Proceeding for nonpayment of rent. The Landlord may also evict the Tenant for Tenant's violations of the Lease or for all other causes provided by law. The Tenant shall be responsible for the cost of any Summary Dispossess Proceeding once initiated, to obtain possession of the Apartment, including attorney's fee, court costs, cost of warrant of removal, constable fee and storage fees; for the cost of any appearance by the Landlord's attorney at a Stay Hearing and for the cost to lift a stay in any Court, State or Federal, said sum to include the cost of any filing fee and reasonable attorney's fees, all such costs shall be considered additional rent. All monies due and owing at the time of the Summary Dispossess Hearing must be tendered by the Tenant to settle a Summary Dispossess proceeding initiated by the Landlord for the non-payment of rent. This includes, but is not limited to the payment of accrued rents and late charges, insufficient funds fees, court costs and attorney's fees, all considered additional rent pursuant to the terms of this Apartment Lease. The Tenant agrees to remain responsible on this Lease, even after being evicted, or after Tenant vacates after receiving a Notice to Quit and/or Demand for Possession from the Landlord, as the Tenant acknowledges the Tenant cannot benefit from its own wrong doing. After eviction, the Tenant shall remain responsible until the Landlord's damages are determined. While the Landlord has a duty to mitigate its damages, the Tenant remains responsible on the Lease until the end of the Term when the Landlord's actual damages, if any, can be determined. If the Landlord re-rents the Apartment 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 Apartment for more than the Tenant's rent, the Tenant is not entitled to the excess. The Tenant shall also pay all reasonable expenses incurred by the Landlord in preparing the Apartment for re-renting and for re-renting the Apartment. If the Landlord initiates a court action to collect unpaid "rent",

the Tenant shall be responsible for all expenses incurred by the landlord. **IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH, FROM THE LANDLORD. TO THE SAME EXTENT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THIS LEASE. Tenant shall not be entitled to attorney's fees and expenses from the Landlord if the Landlord dismisses any action or summary dispossession proceeding prior to the actual trial date.**

If an action or summary proceeding is initiated by the Landlord based upon the Tenant's complaint with regard to the conduct or actions of another tenant, or another tenant's family, friends and/or guests, and the Tenant fails to persuade the Court that the tenant that is the subject of the action or summary dispossession proceeding initiated by the Landlord at the behest of the Tenant should be evicted, Tenant shall be responsible to reimburse the Landlord for any attorney's fees and costs assessed against the Landlord associated with any such action or summary dispossession proceeding and any such sums shall be considered additional rent

**7. QUIET ENJOYMENT** - Tenant is responsible for their own conduct as well as the conduct of their family and guests. Such conduct should not interfere with any other tenants' right to quiet enjoyment of their own apartment (i.e. excessive noise, unpleasant odors, infestation, water damage, etc.)

**8. UTILITIES AND SERVICES** - The Tenant shall pay for all gas, electric, sewer and water fees in a timely manner and the failure to do so is considered a material breach of this Apartment Lease. Landlord is not liable for any stoppage or reduction of services beyond the Landlord's control. This does not excuse the Tenant from paying Rent or additional rent, as provided for under this Lease. It is the Tenant's responsibility to make sure all utilities are in the Tenant's name from the date this lease commences. If the Landlord receives a utility bill for a period during the term of this Apartment Lease, any such sum shall be considered additional rent until paid by the Tenant. Nothing herein shall be interpreted to require the Landlord to pay any of Tenant's utility bills. **Tenant also hereby authorizes the Landlord to contact the utility companies, on behalf of the Tenant, to obtain copies of Tenant's invoices for the purpose of evaluating energy use on the premises.**

**9. REPAIRS AND MAINTENANCE** -The Tenant shall (a) take good care of the Apartment and all equipment and fixtures in it; (b) promptly make all necessary repairs and replacements whenever the need results from the Tenant's act of neglect or the neglect of Tenant's family members, guests, visitors or contractors (if consented to by Landlord); (c) keep the Apartment and any other part of the building used by the Tenant as clean and safe as possible; and (d) promptly notify the Landlord when there are conditions which need repair. Landlord shall have a reasonable amount of time to make repairs. Tenant shall be responsible for reimbursing the Landlord for the cost of any repairs that are not "normal wear and tear" repairs, any such costs shall be considered additional rent; (e) shall not attach to, hang from or place anything on the railings of the patio or deck; and (f) Tenant agrees not to install any partition walls. **No outside contractor is authorized to perform any services at the Apartment or apartment complex unless approved in writing by a representative of the Landlord.** If Tenant contracts for any such services without written consent of the Landlord, Tenant shall be wholly responsible for the payment for any such service and shall hold the Landlord harmless against any claim made by a contractor who performs any such service at the request of the Tenant. Tenant shall also be responsible for returning the apartment back to its original condition, or else shall be liable to the Landlord for the costs incurred for the Landlord to do so after Tenant vacates.

**10. ACCESS TO APARTMENT** - Tenant recognizes that the Landlord owns the Apartment in which the Tenant resides and, as such, the Landlord is entitled to reasonable access to the premises to protect and preserve the Apartment. Tenant acknowledges that, in case of emergency, the Landlord is entitled to immediate access to the Apartment. At all other times, Tenant acknowledges that the Landlord is entitled to access to the Apartment with access to be provided by the Tenant between the hours of 8:30 am and 6 pm, Monday through Saturday, upon being given twenty-four (24) hours notice by the Landlord. Should Tenant unreasonably refuse Landlord access to the Apartment after proper notice is received, this shall constitute a substantial violations of the Lease, for which the Landlord may evict the Tenant.

**11. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT** - The Tenant may not make any changes or additions to the Apartment without the Landlord's written consent. This includes, but is not limited to:  
(a) Installation of paneling, flooring, built-in decorations, partitions, moldings or any other fixture drilled into or attached to the floors, walls or ceiling.

- (b) Installation of any locks or chain-guards.
- (c) Painting, wallpapering or other decorations.
- (d) Installation of any equipment, wiring or appliances.
- (e) Change in the plumbing, cooking, air conditioning, electrical and/or heating systems.
- (f) Tampering with or paint over any sprinkler heads or smoke alarms.
- (g) Installing any aerals, satellite dishes, antenna or other electrical connections outside the Apartment or attached to or on the balcony.

The Tenant shall promptly pay all costs of removing any such changes and/or additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Landlord's property. If any lien or claim is filed against the Landlord's property, the Tenant shall have it promptly removed. All costs and expenses referred to herein shall be considered additional rent.

**12. FIRE AND OTHER CASUALTY** - The Tenant is liable for the acts and neglect of the Tenant, the Tenant's pets, family members, guests, visitors and contractors (even if consented to by Landlord). The Tenant shall notify the Landlord at once if there is damage to the Apartment by fire, water, organic (e.g., mold) or other hazard. If the damage is caused by the Tenant's negligence or misconduct or that of the Tenant's pets, family members, guests, visitors or contractors (even if consented to by Landlord), the Tenant shall remain liable for the payment of the rent during the period the Apartment is being repaired. If the fire or other casualty is caused by the act or neglect of the Tenant or that of the Tenant's pets, family members, guests, visitors or contractors (if consented to by Landlord), the Tenant shall pay for repairs and all other damages. This includes the damage to the Apartment and fixtures installed by the Landlord as well as any loss of rent attributable to the fire or casualty originating in the Tenant's Apartment. The Landlord need not repair or replace anything installed by the Tenant. The Landlord may cancel this Lease if the Apartment is so damaged by fire or other casualty that it cannot be repaired within fifteen (15) days. The Tenant may not cancel this Lease if the fire or other casualty is caused by the act or neglect of the Tenant or that of the Tenant's pets, family members, guests, visitors or contractors (even if consented to by Landlord).

**13. 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 Landlord shall not be responsible for any damages claimed by the Tenant due to acts of God, labor disputes, strikes, lock outs and/or inclement weather which limit or disrupt the Tenant's access to or from their Apartment or its use thereof. It is the tenant's duty to maintain the apartment in good condition, keep it clean etc. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect or that of Tenant's pets, family members, guests, visitors or contractors (if consented to by Landlord). Nothing in this Paragraph 13 shall be construed to waive Landlord's warranty of habitability, or to limit Tenant's remedies in the event of a breach of that warranty.

**14. SUBORDINATION OF MORTGAGE** - This Lease is subordinate to all underlying leases and to all mortgages of the Development and is subject to the effects of any modification in such underlying lease and mortgages. This means that if those underlying leases or mortgages on the Development are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights. The Tenant agrees, upon request at any time, to sign any paper which the Landlord may consider necessary to accomplish that end. If the Tenant does not do so, the Landlord is irrevocably empowered to sign such paper in the name of the Tenant as the act and deed of the Tenant.

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

**16. NO WAIVER** - The Landlord's failure to enforce any provision in this Apartment Lease does not prevent the Landlord from enforcing the provision as to any later violations.

**17. SEVERABILITY** - If any provision in this Apartment Lease is contrary to law, whether by statute, regulation or final court decision, the provision shall be considered amended as necessary to conform to legal requirements. The rest of this Apartment Lease shall remain in full force and effect.

**18. RENEWAL LEASE** - Prior to the expiration of the term of this Apartment Lease or any renewal term, the Landlord may terminate the Term and offer the Tenant a renewal lease approximately seventy (75) days before the Term ends. The Tenant must serve written notice to the Landlord of the Tenant's acceptance or rejection of the renewal lease not less than forty five (45) days before the Term ends. If Tenant serves written notice to the Landlord that Tenant elects to not renew his/her lease, such notice shall be considered notice of Tenant's intent to vacate at the end of the Term. If Tenant does not vacate the Apartment at the end of the Term, Tenant shall be liable for double the current monthly rent as a penalty pursuant to N.J.S.A. 2A:42-5, et seq.

If the Tenant fails to serve written notice to the Landlord of the Tenant's acceptance or rejection of the renewal lease no less than forty five (45) days before the Term ends, it will be considered a rejection. If Tenant remains in the Apartment after the expiration of the term, all terms and conditions of the Apartment Lease shall remain in effect however the Term shall automatically renew for an additional twelve month term and the monthly rent shall be automatically increased by an amount equal to ten (10%) percent of the current rent. The Tenant shall also deposit with Landlord additional funds on account of the Security Deposit in an amount equal to the lesser of (i) the amount required to make the Security Deposit equal to one and one half times the new rent and (ii) 10% of the current Security Deposit.

In addition, if the Tenant serves written notice to the Landlord that the Tenant will not renew his/her Apartment Lease or fails to serve written notice to the Landlord as set forth, the Tenant agrees to allow the Landlord access to the Apartment to show prospective tenants the Apartment in accordance with the procedure established in Paragraph 10 hereinabove. The Tenant further agrees that the renewal of this Apartment Lease by the Landlord does not waive or terminate any proceedings initiated by the Landlord pursuant to N.J.S.A. 2A:18-61.1 et seq. (i.e. Notices to Cease, Notices to Quit, Demand for Possession or an actual Summary Dispossess Proceeding) it being agreed by the Tenant that until the grounds for the eviction are resolved or litigated, the Landlord does not waive its right to continue the process.

**19. END OF TERM** - At the end of the Term, or when evicted, the Tenant shall (a) leave the Apartment clean; (b) remove all of the Tenant's property; (c) return to the Landlord all keys; (d) repair all damage caused by moving; and (e) return the Apartment to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear. If Tenant leaves items of personal property in the Apartment or elsewhere on Landlord's property after this Apartment Lease has terminated and delivery of possession has occurred, or if the Apartment appears to have been abandoned, then in such event:

(a) Tenant's property will be considered abandoned and Landlord may sell or dispose of it in any fashion Landlord sees fit pursuant to N.J.S.A. 2A:18-72 et seq.; and

(b) Tenant shall be responsible for:

- 1) A rent premium of double the rental value for the time Tenant's personal property remains on the Landlord's premises;
- 2) The cost of removing the Tenant's personal property from the Apartment and/or any storage areas; and
- 3) The cost of storing the Tenant's property.

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

**21. FULL AGREEMENT** - The parties have read this Apartment Lease. It contains their full agreement as may be amended from time to time. It may not be changed except in writing signed by the Landlord and the Tenant. This includes the understanding that the Tenant cannot unilaterally terminate this Apartment Lease unless specifically permitted by the Landlord in writing.

**22. RULES AND REGULATIONS** - The Tenant shall obey all the Landlord's Rules and Regulations. The Tenant accepts the Rules and Regulations which are attached and incorporated into this Lease and any that are subsequently adopted. The Tenant shall comply with all orders and rules of the Board of Health or other authority governing the Development.

**23. MOTOR VEHICLES** - Tenant agrees that no more than two (2) motor vehicles (automobiles, passenger vehicles and vans only) may be parked by the undersigned or their household members in the parking lot. Only motor vehicles registered with the Landlord and carrying a hang tag supplied by the Landlord may be parked in the parking lot. No campers, travel or recreational vehicles, mobile homes, motor homes, minibikes, buses or vehicles such as, but not limited

to, pickup trucks of any size or other commercial vehicles shall be parked in the parking areas of the Landlord. **All motor vehicles parked in parking lot must have a current registration and inspection sticker and must be registered with the Landlord.** Motor vehicles shall only be parked in parking spaces. Motor vehicles may not be parked across multiple spaces. They shall not be parked in front of garages or staircases or along the curb unless the curb area is specifically designated for parking. No motor vehicles can be parked in any restricted area or in any areas in the parking lot identified for loading and/or unloading. Violators will be towed at the Tenant's expense.

**24. PETS** – Tenant understands and agrees that no pets are permitted without the prior written permission of the Landlord pursuant to a fully-executed Pet Addendum. **No visiting pets are permitted.** This shall include visiting pets regardless of the duration. Tenant acknowledges that a continuing or repeated violation of this provision will subject the Tenant to eviction. Tenant acknowledges that, under certain circumstances required by law (i.e. service or emotional support animals), Landlord must allow such identified service animals in an apartment within the apartment complex.

**25. CLEANING** - There will be a \$600.00 charge deducted from the security if the Tenant does not clean the Apartment and appliances prior to vacating. Said cleaning is subject to inspection and approval by the Landlord. There will also be a charge of \$950.00 for re-painting the Apartment if the Tenant vacates prior to the first 12 months of the tenant's residency. In addition, if re-painting takes more than one (1) coat, the Tenant shall be responsible for an additional charge of \$200.00 per coat per room. These charges shall be considered additional rent.

**26. CARPETING/FLOORING** – If the Apartment comes with carpeting, Tenant agrees to have the carpet cleaned at least once a year at Tenant's own expense (proof of cleaning receipt must be provided at lease renewal). If the apartment comes with hardwood floors, tenant agrees to cover, with padding and carpeting, 75% of all living space except for the kitchen and bathroom(s); subject to inspection. Under all rugs or carpets shall be padding (minimum 100 pounds).

**27. REFUSE AND HAZARDOUS WASTE** - Tenant agrees to comply with all Federal, State, County and Municipal Laws, rules, regulations and ordinances relating to the storage of hazardous wastes and the disposal of refuse (garbage), including, but not limited to, the recycling of newspapers, glass, aluminum and plastics. Tenant agrees to indemnify and hold Landlord harmless from and against any liability in connection with the violation of this provision which sums shall be considered additional rent. Tenant shall dispose of any refuse, garbage, debris, etc. promptly placing any such materials in disposal dumpsters provided by the Landlord within the apartment complex. (See Rules and Regulations)

**28. ILLEGAL ACTIVITIES** - Tenant agrees not to participate in or permit any illegal activities to take place within Tenant's Apartment or on the property comprising the Development. For the purposes of this provision, a violation herein is deemed to take place when the activity occurs and not necessarily until a criminal conviction is adjudicated. The Tenant shall be responsible for the conduct and activities of its family and guests. Tenant agrees not to violate any municipal, federal or state statutes, codes, ordinances or standards and agrees to comply with the Tenant responsibilities as outlined by the State of New Jersey, Department of Community Affairs in N.J.A.C.5:28-1.1 et seq. Tenant agrees to reimburse Landlord for any fines or penalties assessed against the Landlord resulting from the conduct of the tenant, tenant's family, guests, invitees, etc. Any such fines or penalties shall be considered additional rent.

**29. DELAY** - In the event the Apartment is not completed or otherwise available for occupancy by the commencement date on the Apartment Lease, the tenancy shall commence from the date the Apartment is available for occupancy. Rent shall be apportioned as to the date the Apartment is available for occupancy. The Landlord shall not be liable to the tenant for the failure to have the Apartment available on the anticipated commencement date.

**30. KEYS** - It is the responsibility of the Tenant when they vacate their Apartment to return all keys (apartment and mailbox and garage door openers) to Management. Your Apartment will not be considered vacant until all keys and garage door openers are returned to the rental office. If you fail to return your Apartment keys you will be assessed \$100.00; if you fail to return your mailbox key you will be assessed \$75.00; if you fail to return your garage door opener you will be assessed \$100; If a key is lost during your tenancy, a replacement fee of \$100.00 per key will be charged and shall be considered additional rent and due upon receipt of a new key. If a garage door opener is lost during your tenancy, a replacement fee of \$100.00 per opener will be charged and shall be considered additional rent and due upon receipt of an opener. In addition, anyone that is locked out of their apartment and requests assistance to gain access to their apartment will be charged the following:

- a. During office hours, Monday - Friday 9:00 AM - 5:00 PM (\$35.00)



b. After office hours (\$100.00)

The fee shall be considered additional rent and due with the next month's rent payment. It is the responsibility of the Tenant to pick up their mailbox key from the United States Post Office if not supplied by the Landlord.

**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 is 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 Tenants 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 improvements 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. INSURANCE** - The Tenant is responsible for obtaining insurance to protect the personal property they bring into the Apartment. You must name the lessor herein and its "principals and agents" as "additional assureds." The Tenant should consult with an insurance agent to determine the appropriate insurance required for Tenant's Apartment. (See Insurance Addendum)

**34. WAIVER OF CLAIM FOR PERSONAL INJURIES OR DAMAGE TO PROPERTY** - Tenant shall notify Landlord of any property damage or injury caused to Tenant, other occupants of Tenant's Apartment, Tenant's guests, invitees, etc. while at the apartment complex immediately. If Tenant or any other occupant of Tenant's Apartment fail to so notify Landlord of any such damage or injury as required, Tenant and/or the other occupant(s) waive their right to assert a claim for damages against Landlord, its principals, agents, contractors, subcontractors, employees, etc. If notice of a claim for property damage or injury is not provided to Landlord within 20 days of the occurrence and a claim for property damage or injury is later asserted by any Tenant, occupant of Tenant's Apartment, Tenant's guest, invitee, etc., Tenant agrees to hold Landlord harmless against any such claim and Tenant agrees to reimburse Landlord or Landlord's insurance company for any costs incurred in defending any such claim.

**35. LANDLORD LIABILITY** – The Landlord will not be liable to Tenant, Tenant's family, guests, invitees or agents for any damages or losses to person or property caused by other tenants of the building or by any other third parties. Tenant agrees to indemnify (reimburse if necessary), defend and hold Landlord harmless against all claims for damages to property or persons arising from Tenant's use of the Apartment, or from any activity, work or thing done by Tenant or by any permitted pet in or about the Apartment (including legal fees and court costs Landlord incurs). **Landlord will not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, automobiles, food or medication in the refrigerator, etc.) resulting from theft, vandalism, fire, water, rain, snow, ice, storms, earthquakes, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to Landlord's failure to perform, or negligent performance of, a duty imposed by law. Landlord will not be liable to Tenant for any loss or injury due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to Tenant, except as provided by law.** Tenant(s) agree not to withhold any Rent or additional rent, nor will Rent or additional rent be abated, as a result of such interruption or curtailment. Nothing in this Paragraph 35 shall be construed to waive Landlord's warranty of habitability, or to limit Tenant's remedies in the event of a breach of that warranty.

This agreement by Tenant to indemnify (reimburse if necessary), defend and hold Landlord harmless against all claims for damages to property or persons arising from Tenant's use of the Apartment specifically includes, but is not limited to, Tenant's use of the amenity areas and health facilities, if any, at the premises. Neither the Landlord nor Landlord's

affiliates, agents, employees, successors or assigns, will be liable for any claims, causes of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas and health facilities either by Tenant or by any persons Tenant allows to use such areas or facilities, unless such claim or damage arises from Landlord's failure to perform, or negligent performance of, a duty imposed by law. Tenant and any person Tenant allows to use such area or facilities, agrees to assume all risk as to using the facilities and agrees that approval from a physician, if warranted, has been obtained.

**36. SECURITY, CRIME OR EMERGENCY** – Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by law. If control or intrusion alarms are provided, Tenant will be furnished with written operation instructions. It is the obligation of Tenant to read these instructions and bring any questions to the attention of Landlord. Tenant shall notify Landlord promptly of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms and other security-related devices. If security systems, security devices or security services are utilized at the Apartment or premises, no representation is made by Landlord that they will prevent injury, theft or vandalism and, unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord reserves the right to reduce, modify or eliminate any security system, security devices, or security services (other than those required by law) at any time and without notice to the Tenant, and such action shall not be a breach of any obligation or warranty on the part of Landlord. Landlord is not responsible for obtaining criminal background checks on any Tenant, occupant, or guest in the building.

Tenant shall dial 911 or immediately call local fire, police, or Emergency Medical authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Tenant should then contact Landlord or Landlord's representative.

**If Tenant or any occupant or guest is affected by a crime, Tenant must file a written Incident Report with Landlord or Landlord's representative and with the appropriate local law enforcement agent. Tenant shall furnish Landlord with the law-enforcement agency's Incident Report number upon request.**

**37. EXTERMINATION DAMAGES** – Tenant shall be responsible for the extermination and all related expenses for the removal of bedbugs and other pests if the Landlord, in Landlord's sole discretion, determines that the presence of such bedbugs and/or other pests are due to the negligence of Tenant or that of Tenant's family members, visitors or guests. All pest remediation expenses incurred by Landlord will be considered additional rent and must be paid to the Landlord with the next Rent payment due and owing. Additionally, Tenant shall comply with and agree to follow all instructions as provided by the Landlord's pest control contractor. Failure to do so will result in a breach of this Apartment Lease.

**38. JOINT AND SEVERAL LIABILITY** – Each named Tenant is jointly and severally liable for all obligations under this Apartment Lease. If Tenant or any guest or occupant violates the Apartment Lease or Landlord's policies and rules, all Tenants are considered to have violated the Apartment Lease. Landlord's requests and notices to any one named Tenant shall constitute notice to all Tenants and occupants. Notices and requests from any one Tenant or occupant (including notices of Lease termination, repair requests, and entry permissions) shall constitute notice from all Tenants. In eviction suits, any one named Tenant shall be considered the agent of all other Tenants and occupants of the Apartment for service of process. Security Deposit refunds will be by one check jointly payable to all Tenants. The check and any deduction itemizations will be mailed to one (1) named Tenant only.

**39. APPLICATION OF RENT** – Tenant agrees that Landlord may apply any payment of Rent Landlord receives from Tenant first to any additional rent, outstanding fees, costs or charges owed by Tenant to Landlord under this Apartment Lease and then to the first rent payment due and owing regardless of any statement by Tenant, written or oral, or any notation on Tenant's rental payment check or money order to the contrary.

**40. SMOKE-FREE AIR ACT** – Tenant acknowledges and understands that the State of New Jersey has enacted the New Jersey Smoke-Free Air Act specifically recognizing the health dangers inherent in environmental tobacco and cannabis smoke and second-hand smoke. Tenant further acknowledges and understands that causing the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other tenants in the building. For the foregoing reasons, Tenant covenants and agrees to take all measures necessary to minimize second-hand smoke from emanating from Tenant's Apartment and infiltrating the common areas of the building and/or into other apartments

in the building, and Tenant acknowledges and agrees that the foregoing covenant is a material obligation under this Apartment Lease.

**41. AMENITIES** – Under no circumstances will Tenant’s right to use the common areas and amenities at the premises survive beyond the termination of this Apartment Lease. Tenant agrees to follow all posted or published rules and regulations pertaining to the facilities. The failure to follow the rules entitles the Landlord to terminate the use of the amenities. Guests may accompany the Tenant to use the facilities, but Tenant must always accompany Tenant’s guests. Guests cannot use the facilities when Tenant is not present. Tenant is responsible for Tenant’s guests and must sign in their guests. Tenant agrees that Landlord shall not be responsible for providing supervision to Tenant or guests of Tenant. Tenant agrees to be solely liable for any personal injury or property damage caused by Tenant or Tenant’s guests. Tenant agrees to indemnify, defend and hold the Landlord harmless from any claim for personal injury or property damage brought by Tenant or Tenant’s guest, unless such claim or damage arises from Landlord’s failure to perform, or negligent performance of, a duty imposed by law.

**42. JOB RELOCATION** - In the event that the tenant must vacate the property due to a job transfer by his/her employer of more than 100 miles from the Property, the tenant must abide by the following policies and procedures all of which are considered conditions precedent for the successful termination of the Apartment Lease:

- Provide written notice, received by the Landlord via certified mail at least 60 days prior to the termination date, notifying the Landlord that Tenant was exercising Tenant’s right to terminate the Apartment Lease and said notice must include a certified letter from his/her employer detailing the job transfer as being more than 100 miles from the Property; and
- Termination can only occur at the end of a month; and
- Be current with payment of rent through the termination date of the lease; and
- Tenant’s security deposit cannot be used toward rent; and
- Pay a termination fee equal to one month’s rent via certified check at least 30 days prior to the termination date
- Repay any lease concessions

Note: Employment termination does not qualify as a condition justifying the termination of the Apartment Lease.

**42. RESPECT**- Tenant, Occupants, Guests and Invitees shall not, at any time, make or permit any noise or vibration, nor permit any conduct (including language or gestures) that may reasonably be considered abusive or offensive or threatening to other Tenants, the Landlord, Landlord’s employees or contractors, repair or maintenance personnel, nor in any way interfere with management of the premises.

## **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 windows 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. 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 the lawn or the 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.
4. Bicycles, tricycles, baby carriages, carts and other vehicles of like nature shall be kept in the apartment and not left in the hall or on the sidewalk or grounds at any time.
5. 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.
6. 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.
7. They shall not use or keep in the building any explosives, or any combustible materials such as gasoline, paint, etc. or any illuminating material except electric lights or candles.
8. They shall not waste or unreasonably use water or hallway lights.
9. 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.
10. 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.
11. They and their children, guests, or invitees shall not play in the public halls, on roofs, laundry rooms, stairways, elevators, corridors, walks, grounds or areas not intended by the Landlord as a play area.
12. They shall not use any tacks, nails or other fasteners, or cement in laying carpets, rugs or linoleum on the floors.
13. They shall not place any nails, bolts or screws in the walls, floors, doors or trim, nor shall they apply wallpaper, trim and/or contact paper or colors on any wall.
14. They shall not install any radio or television aerial wires of any description on or in the building, or hang them from the windows. The use of satellite television service shall be limited to free standing units. No such devices are to be attached to the exterior of the building. Contact the on-site superintendent for more complete directions.
15. 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.

16. 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.
17. 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.
18. The Landlord shall not be responsible for any articles left with any employee of the Landlord.
19. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows. Tenant will not attach to, hang from, or place anything on the railings of the patio or deck.
20. It is positively understood and agreed that no air conditioning units are permitted in the windows.
21. No parking is permitted in any driveway or fire lanes. Only designated parking areas may be so used.
22. 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.
23. No waterbeds are allowed in the apartments.
24. All motorcycles have to be parked in the parking lot.
25. Tenant shall not make or permit any disturbing noises in the premises by himself, his pets, family, friends, or guests, 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.
26. Tenant shall not disable any smoke or gas detector devices in the apartment or in common areas. Tenant shall notify the Landlord, immediately, of any smoke or gas detector that is inoperable.
27. No outdoor barbecuing is allowed on the property.
28. Tenants can use the elevator to move furniture and possessions only on designated days and hours. Tenant must schedule a move with the leasing agent. The Landlord shall not be liable for any costs, expenses, or damages incurred by Tenants in moving because of delays caused by the unavailability of elevators(s). See Move In/Out Rules Rider for additional information.
29. Amenity Spaces – See Community Amenity Rules and Regulations Rider
30. No garbage shall be placed on the trash room floors or on the dumpster lids. Trash may only be placed in the dumpsters or in the trash chute.
31. The improper disposal of any garbage or recycling may result in the following fines:
  - First Offense: \$100.00
  - Second Offense: \$200.00
  - Third Offense: Grounds for eviction
32. Feeding of any feral or stray animals is strictly prohibited and will result in eviction.
33. Hoverboards and/or motorized vehicles are prohibited in all common spaces.

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. Tenant further acknowledges that no oral representations have been made to him by the Landlord or agent and the foregoing contains every representation upon which he relies. **Tenant, by execution hereof, acknowledges that he has received from the Landlord following information (if this is a renewal Lease, said information was provided with the initial Apartment Lease):**

1. Information relating to ownership of demised premises, managing agent of demised premises, representative of owner to be contacted for regular maintenance and/or emergencies affecting the demised premises and record mortgagee of the demised premises.
2. Information indicating the availability of "Crime Insurance" under the Federal Crime Insurance program and information as to where to seek information about the program and how to apply for such insurance.
3. Information regarding the amount of and place where security deposit paid by Tenant in connection herewith is being held.
4. The booklet, "Truth in Renting, a guide to the Rights and Responsibilities of Residential Tenants and Owners in New Jersey".

[SIGNATURES ON NEXT PAGE]

(MASTER LEASE)

Neptune Partners, LLC.

By: \_\_\_\_\_  
Landlord Date

DocuSigned by:  
KEITH SCOTTI 9/27/2023  
73AA178CD166451...  
Tenant Date

KEITH SCOTTI  
\_\_\_\_\_  
Print Name

DocuSigned by:  
Lisa Scotti 9/27/2023  
4D122C3D9AC4401...  
Tenant Date

Lisa Scotti  
\_\_\_\_\_  
Print Name

DocuSigned by:  
Molly Mae Waddams 9/27/2023  
A8D79BF14D8140A...  
Tenant Date

Molly Mae Waddams  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Print Name

**PARKING RIDER**

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

Tenants with vehicles that are identified by current parking permits may park their vehicles in an assigned parking space. Permits are issued according to dates of occupancy. Permits are available only to the Tenants of the Property. Visitors may ONLY park in designated visitor parking spaces. Your garage cannot be exclusively used for storage. Your vehicle must be parked inside the garage and any remaining space may be used for storage.

- a) Trucks, recreational vehicles, boats, trailers or other similar type of vehicles are prohibited.
- b) Landlord and its agents will not be responsible for damage to Tenant's car or for stolen or lost items.

**Garage spaces will be assigned. The Tenant hereby rents from the Landlord assigned garage space Number N/A, at a charge of \$ N/A per month which shall be due with the monthly Rent and deemed to be Additional Rent.**

**Only the following car(s) may be parked in the Tenant's parking space:**

<b>VEHICLE #1:</b>	Permit #: <u>N/A</u>	Vehicle Make: <u>Volkswaggon</u>	Model: <u>Passat</u>
	Year: <u>2016</u>	Color: <u>Grey</u>	License Plate #: <u>KHD4725</u>
<b>VEHICLE #2:</b>	Permit #: <u>N/A</u>	Vehicle Make: <u>Dodge</u>	Model: <u>Ram</u>
	Year: <u>2016</u>	Color: <u>Black</u>	License Plate #: <u>HXT2165</u>


- a) If the vehicle and/or license plate listed above is changed in the future, Tenant shall notify the Landlord within twenty-four (24) hours so that a replacement permit can be issued and the vehicle is not subject to ticketing or towing.
- b) Tenant understands that the parking space and garage is for the permitted car only, and no other car can be placed into the assigned space under any circumstances. There shall be no exceptions to this rule.
- c) Any car parked in the assigned space must have the parking permit, a valid license, a valid inspection sticker, proof of registration, must carry liability and property damage insurance, and must be in operable and roadworthy condition.
- d) Tenant shall not assign or sublet such reserved parking space.
- e) No repairs, adjustments, oil changes, car washing, etc. can be performed on the premises.
- f) Cars without a parking permit or unauthorized cars in the parking area will be towed at the car owner's expense and may be subject to ticketing by local police.
- g) No parking is permitted in the driveways or fire lanes or other areas designated "no parking".
- h) Parking spaces may not be used for storage. Vehicles may only park in designated parking spaces.
- i) It is expressly understood that this parking space is provided for the accommodation of Tenant. Landlord shall not be responsible for any theft and/or damage to Tenant's vehicle due to any cause, by reason of the use of the reserved parking space and the access roadways. It is further understood that Landlord assumes no responsibility for problems of utilization of the entrance and exit to and from the parking space caused by natural obstacles such as snow storms, wind storms and the like, nor shall Landlord be responsible for any other type of obstruction, natural or otherwise, to the parking space and roadways, such as an unauthorized vehicle parking in the said space or the roadway.
- j) It is further understood that Tenant will not be entitled to any form of abatement or diminution of parking fee by reason of any of the aforementioned conditions.




- k) No bicycles may be stored on the premises unless in an authorized bicycle designated area, if any.
- l) Nothing else may be kept in space or garage other than a car.
- m) Tenant will be provided with a garage door opener in order to access the designated parking space(s). Any lost, damaged or un-returned opener(s) will result in the tenant being charged \$100 per opener, which shall constitute additional rent.

If Tenant should violate any of the terms set forth in this Rider, Tenant's parking or garage space privilege may be terminated and revoked by Landlord upon five (5) days written notice of such revocation, which will be sent by regular and certified mail, return receipt requested.

**I have read, understand and agree to comply with the preceding provisions.**

DocuSigned by:  
 9/27/2023  
73AA178CD166451...  
**Tenant** **Date**

DocuSigned by:  
 9/27/2023  
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**Tenant** **Date**

DocuSigned by:  
 9/27/2023  
A8D79BF14D6140A...  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**



**PET RIDER**

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

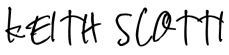
# of Pets 0

1. A one-time \$500 nonrefundable fee shall be paid at the time of move in or at time pet is added to lease.
2. A fee of \$50 per month per pet shall be charged in addition to Tenant's monthly rent as set forth in Tenant's lease, which shall constitute additional rent.
3. No animals or pets of any kind shall be kept on the premises or in Tenant's apartment without Landlord's written permission. Permission of the superintendent for Landlord shall not be considered permission of Landlord.
4. A pet will be defined as a common household pet such as a dog, cat, bird, or fish. Reptiles and birds of prey are not household pets and therefore, may not be maintained in Tenant's apartment. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
5. Only non-aggressive breeds and common domesticated animals will be permitted on the property.
6. Certain breeds of dogs are not permitted and shall be strictly prohibited. These include, but are not limited to, Pit Bulls, Tosa Inus, German Shepherds, Rottweiler, Presa Canarios, Fila Brasileiros, Argentine Dogos, Akitas, Chow Chows, Shar Peis, Dalmations and Doberman Pinschers.
7. No Livestock is permitted to be kept in apartments, parking spaces, or common areas.
8. There will be no more than two pets per apartment. In the case of fish no more than one aquarium with a twenty-gallon capacity shall be allowed.
9. Upon signing this Rider, the tenant shall provide management with the following information and documents which will be kept on file in Tenant's folder:
  - a) A color photograph identifying the pet.
  - b) Attending veterinarian's name, address and telephone number.
  - c) Veterinarian certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline Vrc, feline leukemia testing and other inoculations when applicable.
  - d) Dog and cat licensing certificates in accordance with local and state law.
  - e) The names, addresses and telephone number of two alternative caretakers, who will assume immediate responsibility for the care of the pet should Tenant become incapacitated; these caretakers must sign the Pet Caretaker Rider attached hereto acknowledging their responsibility as specified.
  - f) Emergency boarding accommodations.
10. Tenant shall carry an identification card, naming the veterinarian and caretaker. In the event of a sudden illness or accident, attending authorities would notify Landlord to assist the pet and avoid delay in the proper care of the pet.
11. No pet is to remain unattended without proper care for more than twenty-four (24) hours except in the case of a dog, which shall be no more than twelve (12) hours.
12. Pets must be leashed at all times and may not be left on deck, balconies or terraces unattended.
13. If the health and safety of a pet is threatened by incapacity or death of Tenant, or for any other reason, Landlord will endeavor to contact the caretakers designated by Tenant.

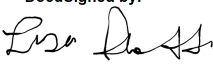
14. If the caretakers are unable or unwilling to assume responsibility for the pet and an alternate caretaker cannot be located, Landlord may enter the premises, remove the pet and arrange for pet care for no more than ten (10) days to protect the pet. Funds for such care will be deducted from Tenant's security deposit. Landlord may contact the local humane society or animal control facility if the alternate caretaker cannot be located.
15. Tenant shall:
  - a) Be responsible for the proper care, good nutrition, exercise, flea control, routine veterinarian care and yearly inoculations of the pet. Dogs and cats must wear identification tags on collar when outside the apartment.
  - b) Be responsible for cleaning up after the pet inside and outside the apartment and anywhere on the premises.
  - c) Keep the apartment and patio or deck, if any, clean and free of pet odors, infestation, waste, litter and maintain the apartment in a sanitary condition at all times.
  - d) Restrain the pet and prevent the pet from gnawing, chewing and scratching or otherwise defacing doors, walls, windows and floor coverings of the apartment, other apartments and common area, as well as shrubs and landscaping of the complex.
  - e) Restrain the pet at all times when outside the apartment. No pet shall be allowed in or about the clubhouse, pool area and tot lot.
  - f) Keep pet from disturbing the health, safety, rights, comfort or quiet enjoyment of the premises and other tenants.
  - g) Make sure that pet will not create a nuisance to tenant's neighbors with excessive barking, whining, chirping or other unruly or annoying behavior.
16. Landlord shall have the right to inspect the apartment with twenty-four (24) hours notice to Tenant (unless in the event of an emergency) to be sure that the pet and apartment are being properly cared for. These inspections may be reduced or increased at Landlord's sole discretion.
17. Balcony and terrace cannot be used as a toilet for your pet.
18. The non-removal or improper disposal of pet waste will result in the following fines:
  - First Offense: \$100.00
  - Second Offense: \$200.00
  - Third Offense: Grounds for eviction
19. A pooper-scooper and disposable plastic shall be carried by Tenant when outside the apartment with the pet. All waste shall be bagged and disposed of in a receptacle determined by Landlord. Toilets are not designed to handle pet litter and under no circumstances shall any pet debris be deposited in a toilet as blockage will occur. Tenant shall be responsible for the cost of repairs or replacement of any damaged toilets or pipes as a result of Tenant's misconduct. Any cost in connection with these repairs or replacements shall be considered additional rent and collectable as additional rent.
20. Tenant is to avoid walking pets through the Main Lobby
21. Tenant is expressly responsible for any damage or injury caused to Tenant's apartment, the Landlord's complex or others as a result of Tenant's pet. These responsibilities shall include, but are not limited to the following:
  - a) Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the apartment, common areas or other areas damaged by the Tenant's pet.
  - b) Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment as necessitated by the presence of the pet.
  - c) All destruction of property.
  - d) Tenant shall secure personal liability or other insurance and indemnify and hold harmless the Landlord, its agents, employees, other tenants and guest against all costs, damages, claims and
  - e) Any charges for damages shall be considered additional rent and is collectable as additional rent under the Lease.

- 22. After proper notice, landlord at its sole discretion, can remove a pet if it has become a danger to the community.
- 23. This Pet Rider is incorporated into the rules and regulations of the Property and the Lease between Landlord and Tenant. In the event that there is a breach of any of the foregoing terms and conditions herein, same shall be deemed a breach of the Lease and the rules and regulations of the complex and the Tenant may be evicted for violations of same.

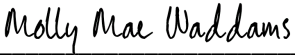
I have read, understand and agree to comply with the preceding provisions.

DocuSigned by:	
	9/27/2023
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Tenant	Date

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Tenant	Date

# THE WAVERLY AT NEPTUNE

## COMMUNITY AMENITY RULES AND REGULATIONS RIDER

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

### 1. AMENITY CHARGE

Tenant(s) agree to pay a charge for the use, in common with other Tenants at the Property, of the Amenities in the amount of \$50.00 per month. The payment is due and payable until Tenant vacates the Apartment.

### 2. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES

Tenant(s) permission for use of all common areas, amenities and recreational facilities (together "Amenities") located at the Property is a privilege and a license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Tenant(s) adherence to the terms of the Lease, this Rider, and the Community Rules and Regulations ("Rules") in effect at any given time and such permission may be revoked by Landlord at any time. In all cases, the strictest terms of either the Lease, this Rider, or the Rules shall control. Landlord reserves the right to set the days and hours of use for all Amenities and to change the character or close any Amenity based on the needs of Landlord, without notice, obligation or recompense of any nature to Tenant. Landlord may make changes to the Rules for use of any Amenity at any time.

**Additionally, Tenant(s) expressly agrees to assume all risks of every type, including but not limited to risk of personal or property damage, of whatever nature or severity, related to Tenant's use of the Amenities at the Property. Tenant(s) agrees to hold Landlord harmless and to release and waive any and all claims, allegations, actions, damages, losses or liabilities of every type, whether or not foreseeable, that Tenant(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

Permission to use any amenities may be revoked, in landlord's discretion, if a tenant, guest, or occupant violates these rules. It should be left up to the landlord to determine when a violation of the rules has occurred. Amenity Fees will not be refunded if permission to use amenities is revoked.

**THE TERMS OF THIS RIDER SHALL ALSO APPLY TO TENANT(S) AGENTS AND INVITEES, TOGETHER WITH THEIR HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND TENANT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS RIDER, AND COMMUNITY RULES AND REGULATIONS, AND TENANT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FOR ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.**

**The term "Landlord" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Landlord.**

**The Clubhouse will be open from 5:00am-11:00pm.**

### 3. FITNESS CENTER - WHEN USING THE FITNESS CENTER TENANT(S) AGREE TO THE FOLLOWING:

- Tenants will adhere to the rules and regulations posted in the fitness center and abide by all Management policies.
- No Guests allowed except for personal trainers. All personal trainers must be registered with Concierge.
- The fitness center is not supervised. Tenant(s) are solely responsible for their own appropriate use of equipment.
- Use equipment at your own risk.

- Use of equipment can result in injury.
- Persons under the age of eighteen (18) must be accompanied by an adult.
- Persons under the age of fourteen (14) cannot use equipment.
- Follow all directions for use of equipment. Improper use can result in injury.
- Proper attire is required – no wet bathing suits or bare feet.
- No food, glass, pets, smoking or alcoholic beverages permitted.
- Consult a physician before using any equipment in the Fitness Center.
- Discontinue exercise at the first sign of stress.
- Report faulty equipment to Management immediately. Refrain from using any equipment that is not functioning properly.
- Respect others by wiping down equipment after use.
- Fitness Center is open 5:00 am-11:00 pm.
- IN CASE OF EMERGENCY DIAL 911

#### **4. POOL**

- Never swim alone.
- Tenants and guest will adhere to the rules and regulations posted at the pool and abide by all Management policies.
- All swimmers swim at their own risk. Landlord is not responsible for accidents and injuries.
- All Tenants and their guests must register with the lifeguard upon entering the pool area.
- Swimming is permitted only when the lifeguard is on duty.
- No pets allowed in pool and pool terrace.
- Children under the age of fourteen (14) are not allowed in the pool unless accompanied by an adult.
- Children in diapers are permitted in pool provided that the diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the pool site.
- No tobacco, gum, food, glass or alcohol permitted. Use paper or plastic containers only.
- No running, rough play or unnecessary loud noise permitted at any time. Respect others by covering pool furniture with a towel, disposing of trash and keeping pool gates closed.
- Appropriate swimwear must be worn at all times.
- No diving.
- No pool floats or toys.
- Pool Hours: Memorial Day to Labor Day Monday-Sunday 10:00 AM – 7:30 PM (Hours and days subject to change – Pool hours will be posted on Building Link)
- Each apartment will be issued 1 pool pass per resident on the lease agreement
- Tenant(s) are allowed up to two guests based on availability and occupancy. Guest passes are provided to each tenant and must be presented to the lifeguard.
- Any guest passes not returned will be subject to a charge of \$25, billed to the resident.
- IN CASE OF EMERGENCY DIAL 911
- Guests must be accompanied by tenant at all times.

#### **5. KITCHENETTE/CLUB ROOM/WI-FI LOUNG**

- No food, glass, pets, smoking or alcoholic beverages permitted.
- No unnecessary loud noise permitted at any time.
- Do not abuse or misuse any of the equipment or furniture.
- No viewing or downloading of any inappropriate materials allowed.
- The multipurpose room be reserved for private use. Any gathering of 5 or more guests in a clubhouse requires the resident to complete the Clubhouse Reservation Request Form and Rental Agreement.
- Additional rules and regulations can be found in the attached Clubhouse Reservation Request Form and Rental Agreement.

- Residents are responsible for their guests at all times. Any damage or lease violations caused by a guest will be the responsibility of the resident. Residents must be present with their guests at all times.
- Please be sure to clean up after using the amenity areas.

6. PLAYGROUND

- Tenants will adhere to the rules and regulations posted and abide by all Management policies.
- The playground is open from dawn to dusk.
- Use of the playground equipment can result in injury. Landlord is not responsible for accidents and injuries.
- Do not abuse or misuse any of the equipment.
- Children under the age of fourteen (14) must be accompanied by an adult.
- No running, rough play or unnecessary loud noise permitted at any time.
- No tobacco, gum, food, glass or alcohol permitted.
- No pets allowed.

7. NOISE

- No person shall unreasonably make, continue or cause to be made any noise disturbance. At no time shall you create a noise disturbance or annoy or disturb the quiet, comfort or repose of persons at the Property especially during the hours of 11:00 PM to 7:00 AM.

I have read, understand and agree to comply with the preceding provisions.

DocuSigned by:  
KEITH SCOTT  
73AA178CD166451...  
9/27/2023  
Tenant Date

DocuSigned by:  
Lisa De...  
4D122C3D9AC4401...  
9/27/2023  
Tenant Date

DocuSigned by:  
Molly Mae Waddams  
A8D79BF14D8140A...  
9/27/2023  
Tenant Date

\_\_\_\_\_  
Tenant Date

# THE WAVERLY AT NEPTUNE CLUBHOUSE RESERVATION REQUEST FORM & RENTAL AGREEMENT

## EXHIBIT 1

Landlord: Neptune Partners, LLC.

*\*Any gathering of 5 or more guests in the Clubhouse requires the resident to complete the following form.*

- Tenant's Name ("Applicant & Renter"): \_\_\_\_\_

Apartment #: \_\_\_\_\_

Phone #'s Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Date Desired: \_\_\_\_\_

2nd Preference: \_\_\_\_\_

- What time will event start? \_\_\_\_\_

What time will event end? \_\_\_\_\_

NOTE: Rentals must not begin before 10:00 AM and must terminate by 11:00 PM. Renter will be allowed an additional 1/2 hour for cleanup of the clubhouse. Parties / rentals are limited to four hours maximum.

- Number of person's attending: \_\_\_\_\_ (Maximum of 30)
- Purpose of rental: \_\_\_\_\_

\* Tenants may reserve the clubhouse for personal functions only and may not reserve it for outside organizations.

\* Tenants may not reserve the clubhouse on holidays including but not limited to Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, July 4<sup>th</sup>, Memorial Day, Labor Day and Superbowl Sunday.

\* The clubhouse is available on a first come first serve basis as long as the date does not conflict with an event planned for the residents of the community or an owner related function. The clubhouse can be reserved up to three (3) months in advance. Each household is limited to two (2) weekend functions per calendar year.

Will you be using a caterer? \_\_\_\_\_ If yes, the caterers must provide a certificate of insurance naming the Landlord as an additional insured.

- The Landlord is not responsible for damages, loss of personal property, equipment and utility malfunctions.
- **The rental is restricted to the club room, kitchenette and rest rooms. Guests may not gather beyond these areas, including the fitness room, pool, Wi-Fi lounge and terraces.**
- Approved applications will be honored on a first come, first serve basis. The Landlord reserves the right to reject and/or disapprove applications for cause, including non-payment of rent. Landlord functions will be given priority over individual functions.
- Renter is responsible to examine clubhouse area prior to rental and note defects. Landlord or other assigned person or vendor, will examine facility after rental and note defects caused during rental period for which renter agrees to be responsible. Renter may not charge admittance to their guests and not sell products or services or conduct political events at the clubhouse.
- It is mutually agreed that the rental of the clubhouse contained in this Agreement is not deemed to be a commercial lease. Said rental of the clubhouse is not assignable and cannot be sublet. Renter must be in attendance during the entire rental period.
- Clubhouse area rules:
  - A. Renter is responsible for own food, drink, ice, utensils, paper products, etc., and may not use any supplies/food that are stored in the clubhouse.



- B. Food and drink may not be taken outside of the clubhouse area.
  - C. There shall be no extraordinary electrical power requirements.
  - D. No grilling, outdoor cooking or barbecuing is permitted.
  - E. **Renter must remove leftover food and beverages from all areas, including refrigerator. Renter must cleanup and properly dispose of all garbage in trashcans.**
  - F. Noise levels, especially live or recorded music, must be kept at reasonable levels to avoid disturbing residents near or within other areas of the clubhouse. There may not be music past 11:00 pm.
  - G. Catering is permitted and prior arrangements must be made with the renter in order to facilitate early access, if necessary.
  - H. No alcoholic beverages are permitted.
  - I. No smoking is allowed.
  - J. Parking is limited to designated visitor parking spaces. Renter will be responsible for violations of parking rules by their guests.
  - K. Noise levels from guests must be kept minimal. (i.e. no slamming of car doors, honking horns, etc.)
  - L. The applicant agrees to leave the facilities in the same condition and the furniture set up as it was originally arranged. Furniture must be carried, not dragged or pulled on the floor when being moved.
  - M. All activities must be conducted within the confines of the clubhouse.
  - N. Decorations are limited to table decorations ONLY. No tacks, scotch tape, pins, etc. may be used on the walls, woodwork or ceilings.
  - O. Pets are not permitted.
  - P. Rental equipment and rental furniture must be removed no later than 11:30 PM. The Landlord is not responsible for any property that is left after the party.
- The Landlord reserves the right to terminate any rental, which, in its sole judgment is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the property.
  - The adequacy of supervision shall be determined at the sole discretion of the Landlord. Landlord may require in advance the names, addresses and phone numbers of supervising adults. Failure to properly supervise children will be grounds to terminate this agreement immediately.
  - All decorations used must be approved by the Landlord. There must not be anything nailed or permanently affixed to the room.
  - Renter, guests, business invitees, agent, servant and employees of renter shall park in the designated visitor spaces.
  - In the event any of the rules and regulations of the Landlord, including those set forth in this Agreement, are violated by applicant or applicant's guests and invitees, applicant will be fined a minimum of \$300.00. Additionally, applicant may be liable for any Attorney's fees incurred by the Landlord in connection with the use of the facility pursuant to this Agreement as well as administrative costs incurred by the Landlord with regard to any violation of the Agreement.

#### **Costs and Fees:**

- A. The base cost for a minimum rental of the clubhouse shall be \$500.00 payable to the **Neptune Partners, LLC**, due ten days prior to the event. This entitles the renter to exclusive use of the facilities described in item 6 of this agreement. An additional security deposit of \$500.00, in separate check, payable to the same, must be posted with the Landlord ten (10) days prior to the rental date. Such deposit will only be for damages beyond ordinary wear, tear and deterioration on the facility and/or violations of this Agreement or the rules of the Landlord. Damages will be itemized and any balance due will be forwarded to the renter. The Landlord reserves the right to assess for any damages beyond the \$500.00 security deposit in the event of damages beyond this deposit amount. In the case of no damages, the security deposit will be refunded to the renter after the Landlord, or its assigned party or vendor performs a visual inspection. If not paid promptly, such costs will be applied to the Tenant Ledger and will be subject to the same collection procedures as rent. The Landlord reserves the right to determine the extent and cost of repairing any damage.
- B. The renter must maintain a clean, safe and habitable environment. The renter shall be in control of his guests and invitees at all times. Extraordinary cleanup will be at extra costs, billable to renter.
- C. The renter will be responsible for any actions of their guests that may be deemed a violation of the Landlord rules and/or this Agreement.
- D. All deposits and fees must be submitted with the completed application not less than ten (10) days before the rental date.
- E. The renter must provide a certificate of insurance showing proof of liability from any outside vendor, caterer, entertainment company, etc. that will be providing services for the event Neptune Partners, LLC. must be named as an additional insured on the certificate.

**I (we) agree to the above rules and fees as set forth in the  
"The Waverly at Neptune Clubhouse Reservation Request Form  
& Rental Agreement"**

\_\_\_\_\_  
**Applicant's Signature** **Date**

*For office use only*

**Approved** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Landlord Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_



UTILITY TRANSFER RIDER

APT #: 823

DATE OF LEASE: 9/26/2023

I acknowledge that I am responsible for the transfer of the electric and gas utilities from **Neptune Partners, LLC** into the tenant's name.

Landlord may choose to pay utilities if tenant does not and pass on the cost on to the tenant as additional rent. If Landlord is required to pay utilities by law or due to terms of a contract with a utility company, and where tenant was required to pay said utilities under this lease, landlord may pass on the costs to tenant as additional rent. Any failure by tenant to transfer utilities or pay utilities charges as required by this rider shall be considered a material breach of the lease and grounds for eviction of the tenant by the landlord.

**Please call JCP&L at (800) 662-3115 and NJ Natural Gas at (800) 221-0051 to transfer your service.**

**I have read, understand and agree to comply with the preceding provisions.**

DocuSigned by:

*KEITH SCOTT*

9/27/2023

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Tenant

Date

DocuSigned by:

*Lisa De As*

9/27/2023

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Tenant

Date

DocuSigned by:

*Molly Mae Waddams*

9/27/2023

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Tenant

Date

Tenant

Date

# THE WAVERLY AT NEPTUNE

## SEWER AND WATER SUBMETER RIDER

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

Tenant(s) acknowledges that they are responsible for the cost of sewer and water. Tenant(s) shall pay for such costs as a separate (submetered) charge that will be billed on a monthly basis as Additional Rent. The reading and billing of this submetered charge will be through YES Energy Management, Inc. All payments are due and payable each month with Rent to Landlord.

**I have read, understand and agree to comply with the preceding provisions.**

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KEITH SCOTT 9/27/2023  
73AA178CD166451...  
**Tenant** **Date**

DocuSigned by:  
Lisa DeH... 9/27/2023  
4D122C3D9AC4401...  
**Tenant** **Date**

DocuSigned by:  
Molly Mae Waddams 9/27/2023  
A8D79BF14D8140A...  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

# THE WAVERLY AT NEPTUNE

## MOLD INFORMATION & PREVENTION RIDER

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823

DATE OF LEASE: 9/26/2023

PLEASE NOTE: IT IS OUR GOAL TO MAINTAIN A QUALITY LIVING ENVIRONMENT FOR OUR RESIDENTS. TO HELP ACHIEVE THIS GOAL, IT IS IMPORTANT TO WORK TOGETHER TO MINIMIZE ANY MOLD GROWTH IN YOUR DWELLING. THIS IS WHY THIS ADDENDUM CONTAINS IMPORTANT INFORMATION FOR YOU, AND RESPONSIBILITIES FOR BOTH YOU AND US.

**ABOUT MOLD:** Mold (also known as mildew) is found virtually everywhere in our environment - - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed from the beginning of time. All of us have lived with mold spores all of our lives. Molds break down organic matter. Without them, we would be struggling with large amounts of dead organic matter.

Molds break down organic matter in the environment and use the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other material. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which can lead to health issues. Reaction to mold exposure differs greatly from one person to another. Most symptoms appear as allergic reactions. Unexplained discoloration on any surface, musty odor, dark spots on or around vents, water stains anywhere, peeling or curling vinyl floors or wallpaper may be signs of mold. Anyone with a health issue that they feel may be associated with mold should consult a medical professional.

**PREVENTING MOLD BEGINS WITH YOU:** To minimize the potential for mold growth in your dwelling YOU MUST DO THE FOLLOWING:

- **Keep your dwelling clean**-particularly in the kitchen, the bathrooms, carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, sills, walls, ceilings, floors and other surfaces as fast as reasonably possible. Look for leaks in washing machine hoses and discharge lines. A leak in this area could cause water to infiltrate nearby walls. Turn on exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep shower curtain inside the tub or fully close the shower doors. Experts recommend that after taking a shower or bath you: (1) wipe moisture off the shower walls (a squeegee works good) , shower doors, the bathtub and bathroom floor, (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels, bath mats and wet clothing so they will completely dry out. Do not leave wet clothing in the washing machine or dryer.
- **PROMPTLY NOTIFY US** in writing about any air conditioning or heating system problems you discover. Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outside weather is dry (i.e. humidity is below 50%) to help humid areas of your dwelling dry out.

**IN ORDER TO AVOID MOLD GROWTH:** It is important to prevent excessive moisture building up in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as floodwaters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged condensation lines;
- Leaking from plumbing lines or fixtures (Resident should know where water shut-offs are), and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering, overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put excessive moisture in the air);
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors;
- Rain gutters clogged with leaves;
- Leaking hot water heater;
- Excessive soaking of exterior sprinklers or hoses.

**IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NONPOROUS SURFACES:** (Such as ceramic tile, Formica, vinyl flooring, metal or plastic). The Federal Environmental Protection Agency (EPA) recommends that you first clean the area with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on type household biocide such as Lysol disinfectant, Pine-Sol disinfectant (originally pine scented), Tilex Mildew remover or Clorox Cleanup. (Note: Only a few common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain so use caution especially near carpeted areas. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with high efficiency particulate air filter (HEPA) can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets -- provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold (other than mildew) on POROUS surfaces such as sheetrock walls or ceilings or (2) large areas of visible mold on nonporous surfaces. Instead, notify Management in writing and appropriate action will be taken.

**COMPLIANCE:** complying with this attachment will help prevent mold growth in your dwelling and all parties will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office.

Remember that leaks caused from storms cannot be repaired until the rain stops. Residents must take the initiative to keep premises as free of water as possible and reporting to management the status of the leak so that appropriate action can be taken.

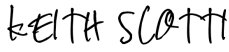
#### **Tenant's Representations and Indemnification**


Tenant agrees to immediately inform Landlord in writing of any substance that Tenant suspects to be a pollutant, contaminant, or other harmful substance or agent, including specifically, but not limited to toxic mold, in or about the

Apartment or common areas. Furthermore, Tenant agrees to immediately inform Landlord of any known common source of mold existing on or about the Apartment, including but not limited to 1) rain leaking from roofs, windows, doors, or walls; 2) overflows or leaks from showers, bathtubs, toilets, sinks, washing machines, plumbing lines or fixtures, plants, pet urine, cooking spills, refrigerators, air condition units, etc.; and 3) insufficient drying of carpets, carpet pads, shower walls, and bathroom floors. Tenant further agrees that they have had the opportunity to fully inspect the Apartment and the common areas near their apartment and are not aware of any existing mold problems. Tenant hereby indemnifies and holds harmless the Landlord, and its agents and assignees, from any and all claims, damages, harms, and losses arising out of or concerning any toxic substances including specifically, but not limited to toxic mold, in or about the Apartment or common areas, to the extent that such claims are or may be brought by Tenant, or Tenant's guests or invitees.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't correct problems in your dwelling unless we know about them.**

**I have read, understand and agree to comply with the preceding provisions.**

DocuSigned by:  
 9/27/2023  
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\_\_\_\_\_  
**Tenant** **Date**

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 9/27/2023  
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**Tenant** **Date**

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**Tenant** **Date**

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**Tenant** **Date**



### SMOKE FREE HOUSING LEASE RIDER

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

1. **Purpose of Smoke-Free Housing:** The Landlord desires to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire with smoking.
2. **Definition of Smoking:** "Smoking" means inhaling, exhaling, burning, aerosolizing or carrying any lighted cigar, cigarette, pipe, vape or other lighted smoking device for burning tobacco or cannabis.
3. **Smoke-Free Apartments:** All apartments, common areas and outdoor spaces are designated as smoke free. Tenant(s) agree and acknowledge that the Apartment to be occupied by Tenant(s) and members of Tenant(s) household has been designated as a smoke-free living environment. Tenant(s) and members of Tenant(s) household shall not smoke anywhere in the Apartment (including but not limited to the balcony or terrace) rented by the Tenant(s), in the Property where the Tenant(s) dwelling is located, nor shall Tenant(s) permit any guests or visitors to do so.
4. **Management Company/Landlord Not a Guarantor of Smoke Free Environment:** Tenant(s) acknowledge that Management Company/Landlord's adoption of a smoke-free living environment does not make the Management Company/Landlord or any of its managing agents the guarantor of Tenant(s) health or of the smoke-free condition of the Tenant(s) apartment and the common areas. However, Management Company/Landlord shall take responsible steps to enforce the smoke-free terms of its Lease and to make the designated areas of the Property smoke-free.  
  
Management Company/Landlord is not required to take steps in response to smoking unless Management Company/Landlord knows of said smoking or has been given a report of said smoking.
5. **Effect of Breach and Right to Terminate Lease:** A breach of this Rider shall give the Landlord all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Rider by the Tenant(s) shall be a material breach of the Lease and grounds for immediate termination of the Lease and eviction of the Tenant by the Landlord.
6. **Disclaimer by Property Manager/Owner:** Resident acknowledges that Management Company/Landlord adoption of a smoke-free living environment does not in any way change the standard of care that the Management Company/Landlord would have to a Tenant(s) household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Management Company/Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant(s) Apartment will have any higher or improved air quality standards than any other rental property. Management Company/Landlord cannot and does not warrant or promise that the Property or common areas will be free from secondhand smoke. Tenant(s) acknowledge that Management Company/Landlord ability to police, monitor, or enforce the agreements of the Rider is dependent on voluntary compliance by Tenant(s) and Tenant(s) guests. Tenant(s) with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Management Company/Landlord does not assume any higher duty of care to enforce this Rider than any other Management Company/Landlord obligation under the Lease.

**[SIGNATURES ON NEXT PAGE]**



(SMOKE FREE HOUSING LEASE RIDER)

I have read, understand and agree to comply with the preceding provisions.

DocuSigned by:  
KEITH SCOTT 9/27/2023  
73AA178CD186431...

Tenant	Date
--------	------

DocuSigned by:  
Lisa D. Smith 9/27/2023  
4D122C3D9AC4401...

Tenant	Date
--------	------

DocuSigned by:  
Molly Mae Waddams 9/27/2023  
A8D79BF14D8140A...

Tenant	Date
--------	------

Tenant	Date
--------	------



### REGISTRATION STATEMENT

ADDRESS OF PROPERTY TO BE RENTED: **The Waverly at Neptune 300 Waverly Ave., Neptune, NJ 07753**

A. Name and Address of all Record Owners of Property: Neptune Partners, LLC.- 16 Microlab Road, Suite A Livingston., NJ 07039

B. If a corporation, the name and address of registered agent and/or corporate office of the corporation: Neptune Partners, LLC. - 16 Microlab Road, Suite A Livingston, NJ 07039

C. If the address of the record owner is not located in Bergen County, give the name and address of a person who resides in or has an office in Bergen County who would be authorized to accept notices from a tenant and to issue receipts therefore and to accept service or process on behalf of the record owner: Michael Bernabe; 101 Waverly Place, Neptune, NJ 07753

D. The name and address of the managing agent of the premises, if any: BNE Management Group LLC – 16 Microlab Road, Suite A, Livingston, NJ 07039

E. The Superintendent's name and address, who provides the regular maintenance: Michael Bernabe 101 Waverly Place, Neptune, NJ 07753


F. The name and address and telephone number of an individual representative of the record owner and managing agent to be reached in the event of an emergency: Michael Bernabe 973-738-2418

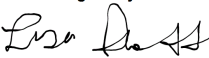
G. The name and address of every holder of a recorded mortgage on the premises: Nuveen, a TIAA Company, New Jersey

H. Re: P.L. 1974, Chapter 48

Crime insurance applications under the Federal Crime Insurance program of Title G of the Housing and Urban Development Act. 1970 - You are hereby advised that crime insurance applications are available from your own insurance carrier.

#### Tenant(s) acknowledges receipt of the above notice:

DocuSigned by:  
  
 73AA178CD186451...  
**Tenant** **Date** 9/27/2023

DocuSigned by:  
  
 4D122C3D9AC4401...  
**Tenant** **Date** 9/27/2023

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**Tenant** **Date** 9/27/2023

**Tenant** **Date**

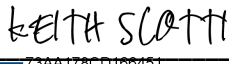
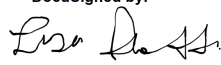


# THE WAVERLY AT NEPTUNE

## TRUTH IN RENTING SIGNOFF

APT #: 823 DATE OF LEASE: 9/26/2023

I have been notified that the "Truth in Renting" booklet can be reviewed at:  
[http://www.nj.gov/dca/divisions/codes/publications/pdf\\_lti/t\\_i\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf_lti/t_i_r.pdf) (in English)  
[http://www.nj.gov/dca/divisions/codes/publications/pdf\\_lti/t\\_i\\_r/spanish\\_tir.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf_lti/t_i_r/spanish_tir.pdf) (in Spanish)

I have read and reviewed the above mentioned "Truth in Renting" booklet.

DocuSigned by:  73AA178CD168451...	9/27/2023
<b>Tenant</b>	<b>Date</b>
DocuSigned by:  4D122C3B9AC4401...	9/27/2023
<b>Tenant</b>	<b>Date</b>
DocuSigned by:  A8D79BF14D8140A...	9/27/2023
<b>Tenant</b>	<b>Date</b>
<b>Tenant</b>	<b>Date</b>
DocuSigned by:  1274E8E76EA844E...	9/26/2023
<b>Leasing Consultant</b>	<b>Date</b>



#### LIABILITY INSURANCE REQUIRED OF RESIDENT RIDER

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

#### Acknowledgement Concerning Insurance or Damage Waiver

- Tenant(s) acknowledge that Landlord does not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss, or damage you (or your occupants or guests) may cause or be caused by others.
- Tenant(s) also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including the Landlord) for the full cost of any injury, loss, or damage caused by your actions or the actions of your occupants or guests.
- Tenant(s) understand that paragraph 33 of the Lease requires you to maintain a liability insurance policy, which provides Limits of Liability to third parties in an amount not less than \$100,000 per occurrence.
- Tenant(s) understand and agree to maintain at all times during the Term of the Lease and any renewal periods a policy of personal liability insurance satisfying the requirements listed in this Rider, at your sole expense.
- Landlord has informed Tenant(s) of an insurance program that provides Tenant(s) with an opportunity to purchase renter's insurance and/or liability insurance policies from ResidentShield. If Tenant(s) have any questions regarding ResidentShield, Tenant(s) should contact ResidentShield directly by calling 1-800-566-1186 or visiting [www.ResidentShield.com](http://www.ResidentShield.com). **Tenant(s) are under no obligation to purchase Tenant(s) required insurance through ResidentShield. ResidentShield is not owned or operated by Landlord or Management Company. The employees of Landlord and Management Company are not licensed insurance agents.**

#### Evidence of Insurance Coverage

- Tenant(s) are required to purchase and maintain personal liability insurance covering you, your occupants, and guests, for personal injury and property damage any of you cause third parties (including damage to our property), in a minimum policy coverage amount of \$100,000 from a carrier with an AM Best rating of A-VII or better licensed to do business in New Jersey prior to your move-in.
- The carrier is required to provide notice to the Landlord within 30 days of any cancellation, non-renewal, or material change in your coverage.
- If Tenant(s) furnishes evidence of such insurance, Landlord must be listed as an **'Interested Party'**  
**The Waverly at Neptune-Neptune Partners LLC**  
**PO Box 3687**  
**Coppell, TX 75019**
- Landlord retains the right to hold Tenant(s) responsible for any loss in excess of your insurance coverage.
- If at any time Tenant(s) do not have such insurance, Tenant(s) are in breach of the Lease Agreement and Landlord shall have the right, but not the obligation, to purchase replacement coverage under the Landlord Placed Tenant Liability Insurance policy ("LPTLI") and to charge Tenant(s) a fee to cover the expense for such insurance.

#### Landlord Placed Tenant Liability Insurance Policy (LPTLI)

- The coverage provided under the LPTLI will include \$100,000 Limit of Liability for Tenant(s) damage to the Landlords property. An amount equal to the total cost to the Landlord of adding Tenant(s) apartment to the LPTLI policy shall be charged back to Tenant(s) by the Landlord, or the Landlords authorized representative. Some important points of this coverage, which Tenant(s) should understand are:

- Landlord is the Named Insured under the LPTLI. Tenant(s) are an Additional Insured under the Tenant(s) liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the Limit of Liability appearing above.
- LPTLI coverage is not personal liability insurance or renter's insurance. Landlord makes no warranty or representation that LPTLI covers the Tenant(s) personal property (contents) or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect Tenant(s) as if Tenant(s) had purchased personal liability or renter's insurance from an insurance agent or insurance company of Tenant(s) choice.
- Coverage only applies to liability arising on the Tenant(s) Property. Tenant(s) are not insured away from the Tenant(s) Property.
- Coverage under the LPTLI policy may be more expensive than the cost of other insurance available to the Tenant(s). At any time, Tenant(s) may contact an agent of their choice for personal liability or renter's insurance options to satisfy the insurance requirements under the Lease.
- Licensed insurance agents may receive a commission on the LPTLI policy.
- The fee to cover the expense of this coverage shall be fifteen dollars (\$15.00) per month.

**Subrogation Allowed**

- Tenant(s) and Landlord agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease.

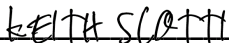
**Miscellaneous**

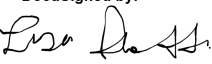
- Except as specifically stated in this Rider, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Rider and the terms of the Lease, the terms of this Rider shall control.

**Default**

- Any default under the terms of this Rider shall be deemed an immediate, material and, incurable default under the terms of the Lease, and we shall be entitled to exercise all rights and remedies under the law.

**I have read, understand, and agree to the following provisions.**

DocuSigned by:  
 9/27/2023  
Tenant 78CD166451... Date

DocuSigned by:  
 9/27/2023  
Tenant 4D122C3D9AC4401... Date

DocuSigned by:  
 9/27/2023  
Tenant A8D79BF14D8140A... Date

\_\_\_\_\_  
Tenant Date



**MOVE IN/MOVE OUT  
RULES & REGULATIONS**

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823 DATE OF LEASE: 9/26/2023

**Definition of Move in/Move out vs. Deliveries**

For purposes of these regulations a "Move in/Move out" shall be defined as the moving/delivery of more than two pieces of furniture or large appliances, or more than six boxes. Situations which fall below these limits shall be considered a "Delivery".

**Insurance:**

Prior to moving/delivery date, Moving and/or Delivery Company must present a Certificate of Insurance to the Management Office indemnifying its Officers, Directors and Managing Agent from all liability whatsoever. Contractors must carry a minimum Liability Policy of \$1 million per occurrence/\$2 million aggregate and Workers' Compensation with minimum statutory coverage.

**Inspections:**

Prior to and upon completion of the "move in/move out" a BNE Management Group representative will inspect all common areas being utilized during the move/delivery with the resident. The resident will be responsible for damage to the interior or exterior of the building attributed to the residents moving activity.

**Elevator Use:**

Prior to the use of an elevator (if applicable), the elevator must be padded by a BNE Management Group representative.

**Move in/Move out:**

Residents moving in/out or within the building must contact the Management Office during normal business hours to schedule the move. Reservation requests should be made as far in advance as possible to ensure availability of an elevator (if applicable). Moves are scheduled on a first come, first-serve basis.

**Any violation of the Move-in/Move Out policy will result in a \$500 fine.**

**Moving Hours:**

**Moving hours are strictly enforced** and are limited to one of the following time slots:

Monday-Friday: 10:00am-1:30pm

Monday- Friday: 2:00pm- 5:30pm

Holidays or other days may be designated and changed from time to time by Landlord or its designated representative. Moving is prohibited on Saturdays and Sundays or the following holidays:

- |                    |                          |
|--------------------|--------------------------|
| * New Year's Day   | * Thanksgiving Eve       |
| * President's Day  | * Thanksgiving Day       |
| * Memorial Day     | * Day after Thanksgiving |
| * Independence Day | * Christmas Eve          |
| * Labor Day        | * Christmas Day          |
| * Rosh Hashanah    | * New Year's Eve         |

\* Yom Kippur \* New Year’s Day

**Move-In/Move-Out Fee Schedule:**

No fees are charged for moves which occur Monday- Friday.

**Damage Deposit / Certificate of Insurance:**

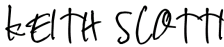
If you choose to move without utilizing a moving company, a Damage Deposit check in the amount of \$500 must be paid prior to the move. If the inspection after the move proves no damage occurred the damage deposit check will be immediately returned. If it is determined that damage has occurred, an assessment of the damages will be conducted. The damage deposit check will be retained to be applied toward repair costs. Repairs will commence as promptly as possible and upon completion you will receive a written detailed outline of the repairs and costs incurred and either a refund check will be issued or an invoice for the balance due will accompany the detail.

If you contracted with a moving company, and it is determined damage to the common area has occurred, the resident must immediately contact the moving company and initiate an insurance claim.

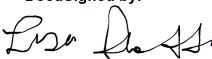
**Delivery**

In cases of a Delivery, as defined above, the resident should carefully monitor the delivery process to insure that care is taken in moving thru the Common Areas. The resident will be responsible for the cost to repair any resulting damage to common areas.


I have read, understand, and agree to the following provisions.

DocuSigned by:	
	9/27/2023
<small>73AA178CD186451...</small>	
Tenant	Date

DocuSigned by:	
	9/27/2023
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Tenant	Date

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	9/27/2023
<small>A6D79BF14D8140A...</small>	
Tenant	Date

Tenant	Date

# THE WAVERLY AT NEPTUNE

## INTRUSION ALARM

*This Rider is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Rider conflict with the Lease, the terms of this Rider shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823

DATE OF LEASE: 9/26/2023

- ☐ I elect to activate the intrusion alarm  
☐ I do not elect to activate the intrusion alarm

If you chose to activate the alarm, you will be charged \$25.00 a month

**1) Intrusion Alarm.** If your apartment is on the first floor, your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is optional. You are responsible for all false alarm charges for your dwelling.

**2) Follow Instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Under no circumstances should you attempt to operate the alarm system if you are unclear on how to arm and disarm the system. You will be charged \$100.00 if management is required to send someone out to shut off the alarm.

**3) Alarm Company.** If you wish to have the system monitored, it will be your responsibility to make such arrangements with \_\_\_\_\_ alarm company to activate the system at your own expense. The landlord owns the alarm system and you must contact management to report mechanical malfunctions. Management will accommodate your maintenance request as quickly as possible, but will not be liable for the period of time that the system is non-functional. Any repairs to the alarm system not authorized by management will be at your expense. Again, you understand that the system should never be relied on for your personal safety and security.

**4) Entry by Alarm.** Upon activation of alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide foregoing information.

**5) No Warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

**6) Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

**7) Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

**8) Entire Agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.




[SIGNATURES ON NEXT PAGE]





(INTRUSION ALARM RIDER)

I have read, understand, and agree to the following provisions.

<small>DocuSigned by:</small>  <small>73AA178CD166451...</small>	9/27/2023
<b>Tenant</b>	<b>Date</b>
<small>DocuSigned by:</small>  <small>4D122C3D9AC4401...</small>	9/27/2023
<b>Tenant</b>	<b>Date</b>
<small>DocuSigned by:</small>  <small>A8D79BF14D8140A...</small>	9/27/2023
<b>Tenant</b>	<b>Date</b>
<hr/>	
<b>Tenant</b>	<b>Date</b>

# THE WAVERLY AT NEPTUNE

## WINDOW GUARD ACKNOWLEDGEMENT

APT #: 823 DATE OF LEASE: 9/26/2023

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 is 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 Tenants 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. Window guards can be installed at the tenant's written request for a cost of \$20.00 per window guard. These costs shall be considered additional rent.

Written requests should be made to Neptune Partners LLC, 16 Microlab Road, Suite A, Livingston, NJ 07039

I was read this statement out loud and I myself read, understand, and agree to the following provisions.

DocuSigned by:  
KEITH SCOTT 9/27/2023  
73AA178CD166451...  
Tenant Date

DocuSigned by:  
Lisa De Asis 9/27/2023  
4D122C3D9AC4401...  
Tenant Date

DocuSigned by:  
Molly Mae Waddams 9/27/2023  
A8D79BF14D8140A...  
Tenant Date

\_\_\_\_\_  
Tenant Date



**VALET TRASH RESIDENT LEASE  
ADDENDUM**

Valet trash service will be provided for each resident 5 nights per week (Sunday - Thursday). The cost for trash collection is \$-0 per month. A container will be provided to each resident and must be used in conjunction with the valet service. **Containers with bagged trash and recycling should be placed outside front door only between the hours of 6:00pm - 8:00pm.** Service will begin at **8:00pm**. All trash must be in garbage bags and securely tied. Recycling should be in clear bags and securely tied. Bags must be placed inside or stacked on top of the container and not left on the hallway floor or next to the container. No trash or recycling will be collected without the use of the container. No loose trash or loose recycling will be collected. All boxes must be broken down and flattened. Containers are the property of Valet Waste Inc. It is the responsibility of each resident to keep his or her container clean. There will be a \$100 charge to the resident if an additional or replacement container is needed or if you take the container with you when you move out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash and recycling to the designated dumpster area or keep the trash and recycling inside his or her apartment until the next collection evening. **Trash and recycling may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container may be removed and/or a fine of \$100 will be issued. Containers may be returned after a return fee of \$100 is paid, all outstanding fines have been paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's sole responsibility.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

We ask that everyone do his or her part in keeping our property clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

DocuSigned by:

 7/27/2023

73AA178CD166451...

Resident Signature, Date

823

Apt #

DocuSigned by:

 7/27/2023

4D122C3D9AC4401...

Resident Signature, Date

DocuSigned by:

 7/27/2023

1274E8F76EA844E...

Property Representative, Date

# THE WAVERLY AT NEPTUNE

## EXHIBIT 2

### EARLY LEASE TERMINATION SETTLEMENT AGREEMENT

*This Agreement is incorporated into the Apartment Lease Contract (the "Lease") and is in addition to all the terms and conditions contained in the Lease. If any terms of this Agreement conflict with the Lease, the terms of this Agreement shall be controlling. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.*

APT #: 823

DATE OF LEASE: 9/26/2023

If you are attempting to terminate your lease prior to your lease expiration date, you have two options: (1) You may choose to enter into this Settlement Agreement and settle your account upon the terms indicated below or (2) You may choose instead to fulfill the obligations of your lease (including paying rent until the earlier of (i) the end of the lease term or (ii) the date a new resident moves into the apartment). By choosing the settlement option, you understand that you are choosing to terminate your lease early and stop your obligation to pay monthly rent by (i) completing and delivering to Management a written Notice of Resident's Intention to Terminate the Lease ("written notice"), which must include your early move-out date (the "early lease termination date"); (ii) entering into this Settlement Agreement on the day your written notice is given to Management; and (iii) paying the total amount shown below. *You will remain responsible for obligations related to the condition of the apartment. You must be in good financial standing to exercise this option to terminate the lease early. If you are not in good standing due to any outstanding balance, you may make payment for the entire outstanding balance, and upon verification of receipt of funds, may then submit this Agreement.*

As a condition precedent for you to effectuate the early termination of you Lease you must (i) give a minimum of 60 days' written notice and the termination date must be the end of the month; (ii) pay a settlement fee equal to two months' rent; (iii) repay concessions received as of the early lease termination date; (iv) pay rent through the early lease termination date or through the end of the 60-day notice period, whichever is later; and (v) the condition of your apartment when you deliver possession to the Landlord must be such as there is no damage in excess of \$500. The settlement fee and concession payback must be paid with your Written Notice and execution of this Settlement Agreement.

You will not be allowed to "back date" your written notice to a date that is earlier than the date you sign the Settlement Agreement. You must pay rent to fulfill the notice period when rent is due pursuant to the Lease or on the date of move-out, whichever is earlier. You understand and agree that you (i) will not, for any reason, be entitled to a refund of any amounts paid pursuant to this Agreement; (ii) are obligated to pay the settlement fee and/or rent paid through the early termination date or notice period, even if you vacate and the apartment is re-rented by Management before the early termination date or the end of the notice period, and (iii) will be subject to double the rent until you deliver possession of your apartment to your Landlord in accordance with N.J.S.A. 2A:42-5 if you fail to vacate on or before the referenced early lease termination date.

#### Payment Provisions:

DESCRIPTION	AMOUNT
Outstanding Balance	
Rent Through Termination Date	
Settlement Fee	
Concession Payback (If Any)	
<b>TOTAL AMOUNT DUE</b>	

Payment to be made in the form of a certified check or money order.

To avoid any additional rent charges, please return keys and other access items to us no later than 5:00 pm on \_\_\_\_\_. You may return the keys and other access devices to the management office during normal business hours.

We would like to complete a Pre Move-Out inspection 30 Days prior to your move out date and a final Move-Out Inspection with you when all of your items have been removed from the apartment. Please call us at (732) 922-2112 to set an appointment for the inspection. Any charges that are determined as a result of the inspection will be itemized on a final statement and deducted from the Security Deposit. If necessary, you will be billed for any amounts that are not covered by the deposit.

**You acknowledge your understanding that entering into this Settlement Agreement is voluntary.**

**[SIGNATURES ON NEXT PAGE]**

Neptune Partners, LLC.

By: \_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Print Name

Forwarding Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Reason for Moving:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_