



**RUSHMORE**  
MANAGEMENT

THIS is a lease agreement between

Rushmore Management hereafter referred to as LANDLORD And  
Christina Eliachevsky, hereafter referred to as TENANT.

**The lease is for the property located at 3633 State Route 33, Apt 396  
Neptune City, NJ 07753**

The term of this lease agreement is for **1 Year**  
Commencing on 5/8/2023 and ending on 5/31/2024.

At an annual rental of **\$TWENTY TWO THOUSAND THREE HUNDRED TWENTY AND 00/100 Dollars** to be paid in equal  
monthly installments as noted below.

## 1. RENT PAYMENTS

The rent shall be paid by the Tenant in equal monthly installments of **\$1,860.00** and shall be due and payable in advance of the **FIRST** day of each month. Tenant may not set off or deduct, for any reason, monies from rent owed. Rent shall be paid by the Tenant to the Landlord at the following address:

**Jumping Brook Apartments  
PO Box 945 Lakewood, NJ 08701**

Tenant shall make all monthly rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction or a waiver of any balance of rent and additional due and owing by Tenant. Nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to Landlord's right to recover the balance remaining, due, or to pursue any other remedy available under this lease.

There is no writing or oral agreement between the parties hereto creating any right or obligation other than as contained in this Lease and this Lease supersedes any and all previous negotiations, arrangements, brochures, or understandings, if any, between the parties hereto (or for whose benefit this Lease has been entered into). This Lease is and shall be considered to be the only agreement relative to the Apartment between the parties hereto and their respective representatives and agents as of the date hereof. All negotiations and oral agreements relating to rights or obligations between the parties have been merged into and are included herein, and no modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.

## 2. SECURITY DEPOSIT

A. Tenant shall deposit an amount equal to one and a half months rent at **~~(\$1,395.00)~~** with Landlord as a deposit to secure Landlord in the event of a breach of any provision of this Lease by Tenant. (Examples of a breach of the Lease include, but are not limited to, non-payment of any amount due to Landlord from Tenant, damage to the Apartment beyond reasonable wear and tear, or other breach chargeable to Tenant.)

The security deposit shall be held in the CONNECT ONE BANK located at 301 Sylvan Ave Englewood Cliffs, NJ 07632 in an interest bearing account that is currently earning interest at **.01** % per annum. Tenant shall not be allowed to use the security

deposit (any portion thereof) to pay rent or satisfy any other obligation during this Tenancy<sup>1</sup>) Except for displacement of Tenant by virtue of fire, flood, condemnation, or evacuation, the Security Deposit will be returned to Tenant as required by New Jersey Law within 30 days after Tenant moves out, but only if, and to the extent that, all of the following conditions are satisfied:

- (i) Rent (including the month in which this Lease is terminated) and all other charges pursuant to this Lease must have been paid in full as of the time of termination.
- (ii) A minimum of one calendar month written notice must have been given to Landlord that Tenant will move on or before the last day of any following month.
- (iii) The Apartment must be returned in the same condition as when Tenant started occupying it, except for normal wear and tear.
- (iv) Keys or other means of access must be returned to Landlord.
- (v) All personal property, including furniture of any kind and food must be removed from the Apartment and properly disposed of.
- (vi) The Apartment must be broom cleaned by Tenant. If Landlord has to clean or repair the Apartment for use by the next Tenant because of an excess of normal wear and tear, Landlord will charge the cost to Tenant and deduct it from the security deposit.
- (vii) Tenant has given Tenant's new address, in writing, to Landlord (so that Landlord can forward any security to be refunded to tenant).

**(viii) Please be aware that the Apartment is not considered vacant until you personally bring the move out sheet signed and all keys i.e. Front Door, Apartment and Mail box and you have nothing left in the Apartment by the end of the business day.**

(2) In case Tenant is displaced by virtue of fire, flood, condemnation, or evacuation, the net amount of the Security Deposit will be returned to Tenant within five (5) days of demand for the return as required by N.J.S.A. 46:8-21.1.

#### B. PERSONS ENTITLED TO RETURN OF SECURITY DEPOSIT:

- (i) The security deposit and earned interest will be returned to the named Tenant who provided the tax id number, and it shall be the responsibility of that tenant to account to any other tenant for such other tenant's share/s (if there is more than one Tenant named in this Lease).
- (ii) However, if that Tenant is deceased or has moved without giving Landlord a new address, then Landlord may return any security that is refundable to any other person named as Tenant or to any person showing the legal right to it, if there has been no other Tenant named the Lease. If a person entitled to the return of the security deposit makes a claim therefore as legal representative (that is, as Executor, Administrator of the estate of the deceased Tenant, or the like) the 30 day period shall be extended for such time as is required for that person to qualify as legal representative of the estate.

### 3. OCCUPANTS AND USE *(Please complete)*

Tenant/s and Authorized Occupants may use the Apartment only as a private residence for himself/herself/themselves and the following individuals:

- a. All adults 18 years or older must sign this lease.
- b. The number of adults to occupy the apartment are .
  - Name Eliachevsky, Christina Age 33
  - Name \_\_\_\_\_ Age \_\_\_\_\_
  - Name \_\_\_\_\_ Age \_\_\_\_\_

- c.           Name\_\_\_\_\_Age\_  
              The number of children to occupy the apartment are\_\_\_\_\_  
              Name\_\_\_\_\_Age\_  
              Name\_\_\_\_\_Age\_  
              Name\_\_\_\_\_Age\_

but no one else may Reside in the Apartment. A child born to Tenant or to any person named above shall be permitted to occupy the Apartment, also, but Tenant shall promptly notify Landlord of the date of birth and name of the child.

- d.           If any other person occupies the Apartment for seven (7) or more successive nights, or seven (7) nights within any 30 day period, such person shall be deemed to be an unauthorized occupant, and that shall be a material breach of this Lease unless Tenant has given written advance notice to Landlord (stating the other person's name, age, relationship to Tenant, expected duration of such occupancy, and purpose of the occupancy) and Landlord has given written approval for that occupancy according to that written advance notice. Landlord's written approval shall not grant any rights to that other person, other than according to the written advance notice. Landlord's written approval shall not constitute consent to an assignment, subletting nor grant of any rights of succession to such other person. However, the use of the Apartment by others – for any length of time - such as boarders, roomers, or "guests" through any organization such as Airbnb, Home Away, Vacation Rentals by Owners or other similar organization, and whether for consideration or not, is prohibited.
- e.           All individuals named above, as Tenant/s or Authorized Occupants, shall be bound by the provisions in this Lease and shall be responsible for the actions and conduct of any person allowed by them into the Apartment, Building or Complex, whether as guest, invitee, employee, contractor or in any other relationship, (collectively called "Invitee" in his Lease) and if such Invitee has been determined to have violated any provision of Law or of this Lease, then Tenant/s, together with all other Occupants, shall be subject to eviction and all other remedies available at law or in equity, as provided by Law.
- f.           If the Apartment is expected to be vacant for eight (8) days or more, Tenant shall notify Landlord (including the period expected to be vacant and a means of contact at which Tenant may be reached in case of emergency) and Landlord shall have the right (but no obligation) to inspect the Apartment to make sure that no one has been using the Apartment during that period and that all appliances and utilities have been properly prepared for such vacancy. (If any utility is turned off during that absence, Landlord will use reasonable efforts to restore the utility, upon advance notice by Tenant of the estimated return date,)
- g.           Use of the Apartment shall be only as a private residence; all commercial and income-producing activities are prohibited.
- h.           The Tenant cannot increase the number of occupants in the apartment without written consent of the Landlord.
- i.           No more than two people can sleep in each bedroom.

#### 4. SUBLETTING OR ASSIGNMENT

A. Tenant may neither sublet nor assign the Apartment, or any portion thereof, nor for any period, without the written permission of Landlord, but permission of the Landlord may be withheld at the Landlord's option (without Landlord having to state any reason therefor).

C. ASSIGNMENT: Landlord shall have the absolute right to deny Tenant's request for an assignment of this Lease.

5. APPLIANCES: The Tenant acknowledges that the Landlord has provided the following appliances which are present and in good working order in the demised premises:

(x) Refrigerator      (x) stove      ( x ) dishwasher      (x) washer      (x) dryer

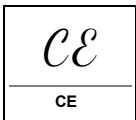
In addition, Landlord shall not be responsible in any way for the operation of any laundry facilities that may be provided on site for the benefit of the Tenant.

6. UTILITIES AND ADDITIONAL RENT: Resident is responsible for paying for the following utilities and other fees, all of which are Additional Monthly Rent:

<u>Service</u>	<u>Responsibility</u>	<u>Amount</u>
Asset Protect Fee	<b>Resident</b>	<b>Flat Rate \$14.00</b>
Electric	<b>Resident</b>	<b>Billed Directly from Provider</b>
Water/Sewer	<b>Resident</b>	<b>RUBS System</b>
General Utility Fee	<b>Resident</b>	<b>\$4.95</b>
Cable	<b>Resident</b>	<b>Directly to provider</b>
Internet	<b>Resident</b>	<b>Directly to provider</b>

**Capital Improvement:** Tenant acknowledges that a Capital Improvement surcharge will be added upon renewal and charged and due as additional rent. The surcharge is on average \$20-\$25/month. Capital Improvement (Capex Surcharge) is an improvement which permanently enhances the value of the property. It is not merely routine repair or maintenance and is recognized by the Internal Revenue Services.

**Asset Protection:** We do not require Renters Insurance. We do require a Building and Facilities Fee that is used to protect the community from damage to the property. It protects the property ownership and is not protection for you. If you would like protection for your own personal belongings, you should consider enrolling in Property Protect, our preferred partner for contents only coverage. Or you can obtain your own renters insurance policy from a licensed insurance agent.



Landlord reserves the right to temporarily interrupt utility service to make repairs or do maintenance. Landlord is not liable for other interruptions or malfunction in service of any utility due to any cause. If the interruption results from Landlord's actions, Tenant's rent may be abated if service is not restored within a reasonable time. Tenant may not occupy the Apartment without electric service.

7. LATE FEES

If the rental payment is not received by the Landlord on or before the 5<sup>th</sup> day of the month when due, the Tenant shall be charged a late fee of \$100. The Landlord may then implement, without further notice to the Tenant, legal action against the Tenant for possession of the premises. The late fee shall be considered additional rent and shall be collectible as rent.

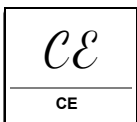
#### 8. RETURNED CHECKS

If a check is returned unpaid, the Tenant shall be charged \$35.00 per occurrence plus any late fee that may apply as provided herein. Said charge shall be added to the rent and shall be collectible as additional rent. Landlord reserves the right upon multiple return check offenses to demand payment in certified funds at Tenant's expense.

#### 9. EVICTION; CLAIM FOR MONEY OWED

A. Landlord reserves a right of reentry if Tenant, any Authorized Occupant or Invitee breaches or violates any term, covenant or condition of this agreement or engages in any conduct provided by Law as a ground (sometimes called a "good cause") for eviction. (A "right of reentry" means that Landlord may evict Tenant and all occupants living in, or in any way using, the subject Apartment.)

B. Landlord hereby reserves the right to commence eviction proceedings (sometimes called a summary action for possession) for any reason authorized by law (whether State, Federal or Municipal), including the material breach of any provision contained in this Lease. If Landlord commences a civil action based on a wrongful withholding of possession of the premises, or for the recovery of any rent (or "additional rent") due under the provisions of this lease, or because of the breach of any other covenant contained in this lease, on the part of Tenant to be kept or performed, and if Landlord prevails, Tenant shall pay to Landlord a reasonable attorney's fee of **\$300**, plus all court costs, and shall be paid whether or not such action is prosecuted to judgment or settled by mutual agreement. All such attorneys' fees shall be deemed to be "additional rent" due and payable by Tenant. Tenant shall also be liable for Landlord's attorney's reasonable fees and all related expenses incurred if Landlord must commence efforts at or after the termination or expiration of this lease for any breach by Tenant, for any reason whatsoever.



**IF 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 THAT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH, AS PROVIDED IN THIS LEASE.**

C. If evicted, Tenant shall be responsible for the rent for the balance of time contemplated in the Lease, even though Tenant may no longer be able to live in or use the Apartment, and Tenant must also pay all expenses of Landlord incurred in re-entering, re-renting, cleaning and repairing the Apartment. Landlord shall use reasonable efforts to re-rent the apartment for the balance of the Lease duration at the then market rent (including concessions, if then prevalent). If Landlord does re-rent it, Landlord shall be entitled to retain any rent in excess of that due from Tenant, and if Landlord re-rents at an amount less than due from Tenant, Tenant shall be responsible for the deficiency.

D. Landlord is not restricted to only one remedy against Tenant; Landlord may proceed either for eviction or for a money judgment, or both, either at one time or one remedy at a time, in any sequence.

E. If any amount due under this Lease exceeds the maximum permissible under any rent control (or similar) ordinance, failure to pay it shall nevertheless remain a monetary obligation of Tenant and a material breach of this Lease.

## 9. OBLIGATIONS OF TENANT

A. Tenant shall be responsible to examine the Apartment, all facilities, utilities, any furniture and appliances supplied by Landlord, and if satisfied with their size, present physical condition and quality and accepts them "as is" - because Landlord has not made any promises with respect to size, physical condition, quality, suitability, repairs, alterations or modifying the Apartment or the Building subject to this Lease as an inducement for Tenant entering into this Lease – and Tenant's signing this Lease is Tenant's agreement to be bound by it.

B. Tenant agrees to care for, maintain and be financially responsible for the Apartment in a neat, clean, safe, and sanitary condition, including all furniture that Landlord may have provided, appliances (including cleaning air conditioning filters), fixtures, windows, heating and cooling equipment, floors and floor coverings, sewer and plumbing drainage systems (including pipes – whether within or outside Tenant's Apartment) that become frozen and or broken as a result of Tenant's failure to properly care for and maintain them) and damage caused by same. Tenant agrees to pay for all repairs, replacements and damages caused by the act or neglect of Tenant, Authorized Occupant or Invitee. (The phrase "financially responsible" means that, in connection with Tenant's care of the Apartment and its contents, Tenant shall pay, as additional rent, for all repairs, replacements, and damages caused by the act or neglect of Tenant, Authorized Occupant or Invitee.)

C. Tenant may not store or leave any personal property, including carriages, strollers, bicycles and the like, in the hallways, elevators, stairways, or any other common area for any time at all (i.e., no matter how briefly). Pursuant to N.J.A.C. 5:10-5.1(d), all items stored by Tenant or an Authorized Occupant in any area provided for common storage must bear the name and Apartment designation of the person storing the item or items. That person shall be responsible to label each item and maintain the label. Items stored in such areas shall be secured by Tenant against becoming sources of infestation and shall not be permitted to create a hazard. Tenant may not remove, obliterate or otherwise interfere with the labeling by any other Tenant.

D. Tenant must give Landlord or other person having charge of the Building prompt notice of any failure of service, defect or problem relating to the use or condition of the Complex (whether caused by Tenant or not), including water leaks from any source, peeling paint, fixtures, broken or cracked windows, plumbing, heating and cooling equipment as soon as Tenant becomes aware of any defect or problem. The failure by Tenant to report and follow up on defects or problems may be considered gross negligence.

E. Before making any repairs, Tenant must notify Landlord in writing and get Landlord's WRITTEN approval for any repairs to be made by, or at the request of, Tenant. Landlord will have a reasonable amount of time within which to make the repairs or to approve Tenant's own repairs. Tenant shall replace light bulbs when needed, without getting Landlord's approval.

F. Infestation/Pest Control.

(i) Infestation is damage to the Building, potentially causing great discomfort, inconvenience and disruption of the peaceful and quiet enjoyment of their apartments by all Tenants of the Building. Therefore, Tenant shall:

a) promptly notify Landlord of the presence of insects (including bed bugs), rodents or vermin, and failure to notify Landlord shall be considered a material and substantial breach of this Lease and shall be presumed to allow or constitute willful or grossly negligent damage, destruction, and/or injury to the premises which may then subject Tenant to eviction, and

b) Tenant shall then fully cooperate with all instructions given for extermination (including relocating for whatever time is required for extermination – at Tenant's own effort and expense), disposing of Tenant's personal property – clothing, furniture, bedding and the like to the extent necessary, without compensation therefore) and give Landlord and Landlord's agents access to the premises even if Tenant is not present when the service is to be performed, provided that the building superintendent accompanies such technicians (on a continuing basis, if necessary) in order to provide effective and timely extermination and pest control treatment, and

c) be responsible for the care and maintenance of Tenant's personal property, including cleaning and storage at Tenant's own effort and expense.

(ii) If the Apartment, or any portion thereof, or neighboring Apartments, suffer the presence of insects (including bed bugs), rodents or vermin as the result of Tenant's acts or failure to act, Tenant will be subject to a suit for eviction and shall also be held liable and responsible for paying, as additional rent, all reasonable and necessary pest control and related abatement costs to treat and re-treat the premises and any affected neighboring areas. A "failure to act" includes failing to properly maintain the Apartment; for example, failing to keep food enclosed, cleaning spills, and the like.

G. Tenant agrees that for and during the term of this Lease or any renewal thereof, Landlord shall not be obligated to redecorate the premises, except as may be required by law.

H. Tenant will be responsible for damages caused by Tenant's or Occupant's negligence, gross negligence or intentional conduct, and the Tenancy may be terminated as permitted by Law for a breach of any of the provisions in this Article resulting from Tenant's or Occupant's gross negligence or intentional conduct causing or permitting damage to the Apartment or Building.

I. Tenant shall promptly remove all garbage and waste according to reasonable standards, or as otherwise



specifically directed by Landlord, so that there will never be (that is, for any length of time – no matter how briefly) any accumulation of rags, papers, discarded clothes, unused or broken furniture, construction, materials, containers (including boxes or containers of any materials) and so that no door (whether out of the Apartment or solely within the Apartment) will be blocked or impede extermination. Please contact management for instructions if you have any oversized items (such as Christmas trees or furniture) to be disposed of.

J. Tenant may not keep any flammable, dangerous or explosive substance in the Apartment, including unattended exposed candles or flames, liquid propane gas or chemical substances other than as used normally in household use (and those that are maintained for normal household use must be properly used, ventilated and stored.)

K. Tenant may not use an open grill anywhere in the Building or Complex.

L. Tenant may not litter anywhere in the Building or Complex.

M. Pursuant to N.J.A.C. sec. 5:10-5.3, No Tenant, Authorized Occupant or other person shall: (1) Create or maintain any condition constituting a violation of the Uniform Fire Code, N.J.A.C. 5:70; (2) Take down, obscure, alter, destroy, or in any way deface any notice, certificate or sign required by this chapter to be displayed; or (3) Destroy or damage protective equipment.

N. Pursuant to N.J.A.C. sec. 5:10-5.4, Tenants and Authorized Occupants: (1) shall be responsible to the extent of their own use and activities for keeping the interior thereof safe and sanitary and shall prevent any accumulation of garbage or waste matter which may become a source of infestation or odor, (2) shall maintain all plumbing fixtures in a clean and sanitary condition, shall not deposit any material in any fixture or sewer system which would cause stoppage of or damage to properly maintained fixture or sewer systems and shall be responsible for the exercise of reasonable care in the proper use and operation of such fixtures, (3) shall not damage, remove or destroy screens needed for the building, (4) shall be responsible for removing conditions resulting from the occupants own activities or which may result in infestation conditions which are subject to and under his exclusive control, and (5) No occupant shall cause excessive grease, soot or other foreign matter to accumulate on side walls, ceilings, stoves, sinks, tubs or other exposed room surfaces by improper use of heating or cooking equipment. Cooking equipment shall be kept clean, free of garbage, food particles and grease.

O. Pursuant to N.J.A.C. sec. 5:10-5.5, every occupant shall be liable for willfully or maliciously causing damage to any part of the premises which results in a violation of that chapter. Adult occupants shall be responsible and liable for any violation of this section caused by minors under their care or custody occupying the same Apartment.

P. Pursuant to N.J.A.C. sec. 5:10-6.2, Tenant and all Authorized Occupants and their Invitees shall *at all times* (except in cases of emergency, and then only to the extent and duration necessary) avoid, eliminate or abate any noises, lights, odors, radiations or vibrations arising out of the use or occupancy of the Apartment which shall constitute a nuisance that is (or may be) potentially disturbing or harmful to the safety, health and well-being of persons of ordinary sensitivity occupying or using the Building.

Q. Tenant shall maintain appropriate temperatures in the Apartment.

R. Tenant shall keep all doors and windows closed when out of the Apartment, and when in the Apartment, shall maintain them as appropriate to the weather.

S. Tenant, Authorized Occupants and their Invitees are prohibited from going into, or on, or using the roof, basement, or any other common area for any purpose other than when and as commonly intended.

#### 10. HOUSING CODE VIOLATIONS:

If Landlord is assessed fines or penalties for a violation of any housing code ordinance or Law which is directly attributable to the acts or omissions of Tenant, Authorized Occupant or Invitee, Tenant shall be liable to Landlord for the fines or penalties and actual costs and expenses incurred by Landlord in defending against such claim, and same shall be considered as additional rent and due with Tenant's next monthly rent payment.

Tenant shall also cooperate with Landlord to defend against such claim or summons (including any appearance in court or administrative hearing, voluntarily and without the requirement of a subpoena).

#### 11. RESTRICTED ALTERATIONS AND INSTALLATIONS/ATTACHMENTS

Tenant may NOT do any of the following without the prior WRITTEN consent of Landlord:

- A. change, remove or replace any part (or the whole) of any appliance, fixture (including window guards) or other equipment provided by Landlord (including the accessory systems);
- B. install or replace any flooring, molding, paneling, partition (whether floor to ceiling or partial), wall paper or contact paper in the Apartment;
- C. attach awnings, drapes, blinds, shades or curtains;
- D. attach or place any fixtures signs or fences in or on the buildings, the common areas, or the grounds;
- E. attach any shelves, screen doors, or other permanent alterations or improvements;
- F. place washing machines, dish washers, dryers, fans, heaters or air conditioners in the Apartment, whether they are to be used, or not used;
- G. place any aerial, antenna or other electrical connections in the Apartment; nor on the roof, windows, window sills, or walls of the building, except as may be required by law;
- H. drill any hole, screw or nail any object/s (including hooks) into the walls, ceilings, moldings, sills, partitions or floors;
- I. place (however temporarily), hang any clothing, sign or other item of any nature either within or from any window, balcony, or exterior part of the building so as to be visible from the exterior of the building.

Notwithstanding the above restrictions, upon prior written notice to, and written approval by, Landlord, Tenant may install no more than 2 window air conditioning units in the premises as long as Tenant purchases them and they are "New" with no more than a 5500 BTU rating each. This limitation is necessary to prevent potential electrical wiring damage or fire. If window air conditioners are installed, such installation may not occur before June 1<sup>st</sup> and Tenant must remove them from the window(s) on or before October 1<sup>st</sup> of each year, and repair any damage caused by such installation or removal.

If Landlord has consented, in WRITING to any of the provisions of this Paragraph, then upon termination of this Lease, at Landlord's option, the Tenant shall be required to restore the Apartment to its original condition at Tenant's effort and expense, or, at Landlord's option, leave such alteration or replacement.

Any alteration or replacement made without Landlord's WRITTEN consent shall be removed by Tenant at Tenant's effort and expense upon demand by Landlord and the Apartment restored to its original condition. If Tenant fails or refuses to timely comply with Landlord's demand, then Landlord may restore the Apartment and charge Tenant with the cost for so doing, and such costs shall be payable by Tenant with the next month's rent as Additional rent.

Tenant shall not permit any lien (mechanic's or otherwise) to be recorded as a result of any action taken by Tenant. If such a lien is recorded, Tenant shall have it removed immediately upon notice by Landlord.

## 12. LANDLORD'S LIMITED LIABILITY

### A. EXCULPATION OF LANDLORD/LANDLORD'S REPRESENTATIVES:

Landlord shall use reasonable efforts to avoid or remediate problems resulting from any cause (including vandalism, burglary, theft, fire, smoke, rain, snow, water or steam which may leak into or flow from any part of the Apartment building through any defect in the roof or plumbing, or caused by the interruption of any service to be provided by Landlord or by insects (including bed bugs), rodents or vermin. However, Landlord shall not be liable for injury to any person nor for loss of, or damage to, property of Tenant or Tenant's guests or Invitees caused by any of such problems, except for a cause imposed upon Landlord by law.

Unless otherwise required by law, there shall be no liability on the part of Landlord or Landlord's members, partners, shareholders, officers, employees, agents, successors, assigns or any mortgagee in possession (for the purposes of this Article, collectively referred to as "Landlord"), with respect to any of the obligations, terms, covenants and conditions of this Lease imposed on Landlord, except for the negligence or intentional wrongdoing by any of such persons, and if there be such negligence or intentional wrongdoing, then only the person so acting shall be liable therefor.

### B. INDEMNIFICATION:

Tenant agrees assume the responsibility of defending, at her/his/their expense, any claim which may be made against Landlord by any person claiming the right to be in, or allowed in, the Apartment through or under the Tenant, and to pay for any injury, loss or damage to person or property from any cause whatsoever, unless caused by the negligence or intentional wrongdoing of Landlord, its agents or employees and Tenant agrees to indemnify, and shall pay, defend, protect and hold Landlord harmless from and against all liabilities, losses, claims, allegations, demands, costs, expenses (including attorneys' fees, costs and expenses – including experts' fees) and judgments of any nature to the extent that Tenant is liable therefor, in excess of the amount that Landlord is compensated by insurance maintained by Tenant as required by this Article, except for a cause imposed by law as to Landlord.

## 13. NOTICES

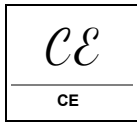
Service of any notice as required by law or under this agreement shall be sent certified mail or hand delivered. Notices from the Landlord to the Tenant shall be sent to the Tenant's last known address, and notices from the Tenant to the Landlord shall be addressed to the Landlord at

**Rushmore Management**

**P.O. Box 945, Lakewood, NJ 08701**

## 14. ADDITIONAL PAYMENTS

The Landlord reserves the right to charge as additional rent any and all surcharges in addition to the rent as the Landlord is permitted to charge by statute or local ordinance.



15. PETS

Tenant may maintain no more than one domesticated pet that does not weigh more than 30 pounds at full maturity according to a Pet Policy Agreement properly executed by management to document Landlord's permission. The Pet Policy Agreement shall be deemed to be a part of this Lease, as though physically attached hereto and made a part hereof. (A written agreement signed by a superintendent, maintenance person, or a janitor does not constitute written permission of the owner.)

A **Nonrefundable \$250** pet deposit fee is paid, as well as a recurring monthly charge of **\$35.00**. Landlord/Management reserves the right to deduct or add any additional pet charges deemed necessary due to pet cleaning/damages and only on the condition that Tenant fully complies with the following rules.

Notwithstanding the above, permission is not given to harbor dogs of Rottweiler, American pit-bull, Pit-bullterrier, Pitbull, German Shepard and Doberman Pincher variety, mixed or pedigreed, or any breed with an aggressive nature, and such dogs shall not be kept in the Apartment for any given time.

18. STORAGE AREAS

The Landlord is not responsible for the property or personal items of the Tenant which Tenant chooses to place in the storage facility of the Tenant's apartment building, if any.

19. RENEWAL OF LEASE

The Landlord may offer the Tenant a new lease to take effect at the end of this Lease. The new lease may include reasonable changes. The Tenant will be notified of any proposed new lease at least sixty (60) days before the end of the present Lease. The Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least thirty (30) days before the end of the lease term. Otherwise, the Tenant will be responsible under the terms of the new lease.

20. FIRE OR INTENSIVE DAMAGE

Tenant shall give immediate notice to Landlord if Tenant knows of any fire or other event that has caused damage anywhere within the Complex. If the Apartment, Building, or services for the Building is/are partially damaged, repairs shall be made by Landlord as soon as reasonably possible, after notice of same. If the damage renders the Apartment uninhabitable, the rent shall cease until such time as the Apartment shall have been repaired, or Landlord shall have the option of terminating this lease upon five (5) weekday's written notice, or the end of the month in which the damage occurred, whichever is the longer period. If the Landlord shall decide to rebuild or demolish either the Building or the Apartment, then the rent shall be paid only to the time of such destruction or damage and all interest of the Tenant in the Apartment shall terminate, and the Lease shall become void upon termination.

If the Apartment is partially damaged by fire or other cause, Landlord shall use reasonable efforts to repair to repair it within a reasonable period and the rent shall be proportionately abated until repaired (after which the full rent shall resume). If those repairs require Tenant to vacate the Apartment, then Tenant shall be obligated to arrange for temporary re-location at Tenant's own effort and expense for whatever time is reasonably required.

If any question arises between Landlord and Tenant as to whether or not repairs have been made as soon as reasonably possible, allowance shall be made (i.e., Landlord shall be entitled to the additional time required) because of any delay which may arise in connection with:

- the adjustment of an insurance claim,
- for any delay arising out of what are commonly known as "labor troubles",
- the unavailability of parts essential for repairs, or
- the time required to obtain governmental approvals.

## 21. CONDEMNATION

If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in that event, the term and any and all rights whatsoever of Tenant under this lease (other than the right of Tenant to the repayment of the deposit in accordance with the provisions of Section 5 hereof and the right to apportionment of the current month's rent) shall cease, expire and terminate as of the date of title vesting in such authority and Tenant shall have no claim against Landlord for the value of any unexpired portion of the term. The entire condemnation award or awards shall be the property of Landlord, without apportionment, and Tenant hereby assigns to Landlord any and all interest which Tenant might have in and to such award or awards.

## 22. SEVERABILITY

In the event any terms or conditions of the lease agreement are found to be illegal or unenforceable, all other lease terms and conditions shall remain in full force and effect.

## 23. FAILURE OF LANDLORD TO DELIVER POSSESSION

If the Landlord cannot deliver possession of the premises to the Tenant on the date of the commencement of the lease agreement, the Landlord is not responsible or liable to the Tenants for such failure. The Tenant will be responsible for rent only from the date when the Landlord is able to deliver possession. If the premises are not completed by the date of the commencement of the lease, the Landlord shall not be responsible or liable to the Tenant. The tenancy will commence on the date the premises are made available to Tenant. If the Landlord cannot deliver possession to the Tenant for a period in excess of thirty (30) days, the Tenant may cancel the lease agreement upon immediate notice to the Landlord in writing.

## 24. APPLICATION OF TENANT

The Tenant's application for tenancy is incorporated into and made a part of the lease agreement. Any false statement or misrepresentation made in the lease application shall be deemed a material breach of the lease.

## 25. INSURANCE

### 1) TENANT'S RENTERS LIABILITY INSURANCE:

Tenants are not required to show proof of renter's liability insurance. As an alternative Method of protecting our property from damages and to remove the burden on you for providing proof on insurance, we have added this coverage automatically and a fee of \$14 will be reflected on you monthly bill which will be in lieu of the liability insurance you would of have to obtain.

Please note that our liability coverage does not cover your personal items for any reason. If you would like protection for your own personal belongings, you can reach out to Lease Term Solutions to enroll in Property Protect, for content only coverage. TO learn more about this coverage, Visit [PropertyProtectEnroll.com](http://PropertyProtectEnroll.com) or contact Lease Term Solutions at 888-814-6950. Or, you can obtain renters insurance from a licensed insurance agent.

Please note this fee must be paid in full by the first day of each month along with all other monthly charges. This fee is non – Refundable. The Assets Protect fee is being assessed to contribute to the managements cost associated to insuring the property against certain types of residents liabilities. Failure to pay the Assets Protect fee as part of the monthly charges can result in a late fee and constitute a default under this contract.

#### D. LANDLORD'S INSURANCE

Tenant shall do nothing, or fail to do anything that Tenant is required to do either by law or by this Lease, that may result in either a cancellation or an increase in Landlord's fire or liability insurance and Tenant must comply with all Laws, orders, rules and requirements of governmental authorities and insurance companies that have issued, or are about to issue, policies relating to this Building and/or its contents.

#### E. CRIME INSURANCE

Tenant is advised (pursuant to N.J.S.A. 46:8-39 ) that crime insurance is available to Tenant through the Federal Crime Insurance program. Tenant may make application for such insurance from its own insurance agent. Alternatively, The New Jersey Underwriters Association offers Crime Insurance Indemnity plans to tenants in habitable properties. Crime insurance applications may be obtained from the New Jersey Insurance Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey 07102. This insurance is applicable to theft and/or burglaries resulting from robbery or burglary of Tenant's Apartment, as contracted for by Tenant.

#### 29. SUBORDINATION TO MORTGAGE/ESTOPPEL

Landlord may sell or mortgage this Building. If Landlord does sell or mortgage this Building, then this Lease and Tenant's rights and obligations are subject and subordinate to present and future mortgages of the Building, or sales of the Building, provided that Tenant's obligations shall be no greater than provided in this Lease, for the duration of this Lease. In order to accommodate a mortgagee or buyer, Tenant shall sign all papers needed to subordinate this Lease to any future mortgage on, or sale of, the Building. (Those papers are usually called a subordination and non-disturbance agreement," an "attornment letter," or "estoppel certificate" and they mean that Tenant will acknowledge that the mortgagee or buyer is the new Landlord, according to the rights, terms and obligations under this, or any subsequent, Lease or extension by operation of law.) If Tenant fails or refuses to sign those papers without any valid legal reason made known to Landlord, and within a reasonable period of time after Landlord has requested the signing, then Tenant hereby constitutes Landlord as the Tenant's attorney in fact to sign any such papers on behalf of Tenant, to the best of the Landlord's knowledge of the facts, to accomplish this.

These papers shall state that:

- (a) This Lease has not been changed or amended and is in effect;
- (b) Landlord has fully performed all of the Landlord's agreements in this Lease;
- (c) Tenant has no rights to the Apartment and Building, except as stated in this Lease;
- (d) Tenant has, or has not, paid all Rent to date (and the amount then due and owing, if any);

- (e) Tenant has not paid Rent in advance for more than the balance of the month;
- (f) Tenant has no claims against Landlord of any nature; and
- (g) The date and amount of any Security Deposit, and whether any interest is due to Tenant on that deposit.

The letter shall also list all appliances and fixtures in the Apartment which Tenant claims to own. (Examples of appliances are air conditioning units, refrigerators, and stoves; examples of fixtures attached to the Apartment are any lighting fixtures, blinds, curtains, drapes and wall hangings, if Landlord has permitted them.)

30. NO PRIOR AGREEMENTS

This agreement supersedes any prior lease agreements, if any, among named parties.

31. ENTRY BY LANDLORD

Landlord shall have access to the Apartment at all reasonable times for the following purposes:

- (a) to make all ordinary and emergency repairs and maintenance, including extermination;
- (b) for inspection to determine whether Tenant is complying with the provisions of this Lease and that any meter, control or utility in the Apartment is functioning properly;
- (c) for inspection to determine whether Tenant is making proper use of the Apartment;
- (d) for inspection to assess damage;
- (e) for inspection relative to insurance coverage or adjustment; or
- (f) to show the Apartment to prospective tenants, buyers or mortgagees (or their agents, appraisers, or the like.)

Landlord's right of access, as provided in this Article, shall not impose any obligation on the Landlord to enter into Tenant's apartment for any purpose listed in this Article.

Access shall also be required by Tenant according to N.J.A.C. § 5:10-1.10(d) as follows: Inspection of private living quarters shall require the consent of the occupant of the premises, except as hereunder described:

1. In case of emergencies where facts known to Bureau of Housing Inspection personnel or statements of persons having personal knowledge thereof indicate that conditions exist on any premises subject to the jurisdiction of the Bureau which are either an immediate threat to the safety or health of persons using or in near proximity to the premises or of such a nature that the delay necessary to secure a warrant would render the inspection of no value in confirming the existence of the suspected violation, an inspection may be demanded and, if possible without the use of force, made to determine whether or not a violation of the law or regulations in fact exists.

2. Where access to any premises where inspection is desired to implement the policy of the Bureau of Housing Inspection and the Department of Community Affairs and such access has been refused, then such refusal shall be reported to the Bureau and a search warrant shall be obtained upon one or more the following grounds:

- i. An inspection is required as part of the procedures authorized by law and implemented by



regulations.

ii. There is evidence of or indication of a violation of the law or this chapter requiring an examination to determine whether the violation in fact exists.

iii. The inspection is part of an area-wide inspection to upgrade properties in a given area.

iv. The inspection is part of a systematic inspection of buildings falling into a particular class or category composed in order to provide adequate protection to the public health, safety and welfare.

Landlord shall give notice to Tenant as required by N.J.A.C. 5:10-1.11(e) and request that each such occupant either admit the inspector representing the Bureau to his dwelling unit or authorize the owner or managing agent to do so. That subsection also provides that any occupant who has been so notified and has allowed the owner or managing agent to retain a key to his dwelling unit and has not expressed any objection in writing to the inspector's entering his dwelling unit either to the Bureau or its representative or to the owner or managing agent shall be deemed to have consented to the inspection of his dwelling unit by the Bureau. Any occupant consenting to an inspection who is unable to be present or to have a representative present at the time of such inspection shall, upon notice from either the Bureau or the owner, or the representative of either one of them, give a key to the dwelling unit to the owner or managing agent. Such key shall be returned to the occupant within 24 hours after the inspection.

Except in cases of emergency, Landlord shall use reasonable efforts to provide Tenant with reasonable notice before entering the Apartment.

32. KEY CHARGE

Upon execution of this agreement, Tenant shall be provided with a complete set of keys to the premises. The Tenant shall be charged \$50.00 per key as additional rent for any additional keys requested or replaced on behalf of Tenant. Keys may be obtained from Landlord between 9:00 a.m. and 5:00 p.m. weekdays.

33. WINDOW GUARDS

**Landlords of multiple dwelling units are required, at the tenant's written request, to install and maintain window guards in the public halls and in the apartment of any tenant who has a child 10 years old or younger who lives in the apartment or who is regularly present in the apartment for a substantial amount of time. Cite: N.J.S.A. 55:13A-7.13. The law requires landlords to give tenants an annual notice that tells tenants that they can make a written request to have window guards installed. This notice must also be contained in the lease. The cost of installing window guards may be passed on to the tenants, but landlords are not allowed to charge more than \$20 per window guard. Note that window guards are not required on any first-floor windows or on any windows that give access to a fire escape. Owner-occupied buildings and some other buildings, such as seasonal rentals, are also exempt from this requirement. Cite: N.J.S.A. 55:13A7.13b. Please note that units used by migrant or seasonal workers in connection with any work or place where work is being performed are not considered "seasonal rentals." These landlords are also required to inform tenants and install window guards in compliance with the law.**

34. HAZARDOUS USE; RESPECT FOR OTHER TENANTS, MANAGEMENT AND STAFF:

A. HAZARDS: Tenant may not keep anything in the Apartment that is considered dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard, nor use any appliance (including plumbing or electrical appliance), candles, or device in a way that may cause any damage or be potentially hazardous.

B. RESPECT: Tenant and Occupants shall not, at any time, make any noise that may be disturbing to other Tenants, nor permit any conduct (including language or gestures) that may reasonably be considered threatening, abusive or

offensive to other Tenants, management or staff (including repair or maintenance personnel.)

C. COOPERATION WITH LANDLORD: Tenant shall cooperate with Landlord, whenever Landlord requests, by voluntarily appearing and testifying at any administrative proceeding or trial, when requested by Landlord, and without the necessity of being subpoenaed, for the mutual benefit of Tenant and other tenants in the Building. (Notwithstanding the voluntary cooperation of Tenant to appear, Landlord may subpoena Tenant to appear.)

35. CRIMINAL CONDUCT OR ACTIVITY:

Any criminal conduct, offense, disorderly persons, or similar activity engaged in by Tenant or any other person in the Apartment or Building with the permission of Tenant or permission by any other Occupant, such as possession of any controlled dangerous substance (CDS) violations of Law, possession of weapons (without a valid permit or authority) or other conduct that is included in the Law and that subjects a Tenant to eviction, including the harboring of certain persons, may subject Tenant to eviction as permitted by either Federal or State Law, including N.J.S. 2A:18-61.1 and its subsections.

36. MEGANS 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 further information or you may obtain information on the internet at [www.registeredoffenderslist.org](http://www.registeredoffenderslist.org).

37. RULES AND REGULATIONS

the Tenant agrees to comply with the Landlord's Rules and Regulation which are attached to the lease agreement and which are incorporated into and made a part of the lease agreement. The Rules and Regulations with regard to the apartment community wherein the demised premises are located are included in this lease. Said Rules and Regulations and such alterations, additions and modifications thereof, as may at the beginning of each lease term be made by the Landlord shall be considered a part of this agreement with the same effect as though written herein and the Tenant covenants and agrees that said Rules and Regulations shall be faithfully observed by Tenant, the Tenant's employees, family and visitors. Landlord hereby expressly reserves the right to add, alter, modify or rescind said Rules and Regulations at the beginning of each lease term. Landlord shall not be liable to Tenant for any damage or injury resulting from any violations of any said Rules and Regulations, or from the breach of such by any other tenant. Tenant, the Tenant's employees, family and visitors will conduct themselves in an orderly and lawful manner so as not to create any nuisance or to interfere with, annoy or disturb other tenants of the apartment community or Landlord in the management of the apartment community.

38. PARKING

No Parking is permitted in any driveway. Only designated parking areas may be used.

39. BARBECUES

Barbecue grills, braziers, portable stoves, hibachi and all similar devices for cooking or heating food shall not be used under any circumstances except in areas designated by the landlord.

40. AMENITY CENTERS

Recreation and laundry rooms may not be used for the purpose of sleeping.



ATTACHMENTS TO THE AGREEMENT:

Landlord has given Tenant a copy of this lease and a copy of the following documents, and Tenant acknowledges receipt of:

#1: Ownership Registration Statement

#2: EPA Lead Paint Advisory Pamphlet

#3: Lead Paint Disclosure

#4: Megan's Law Notification #5:

Truth in Renting Handbook

#6: A copy of the Apartment application

#7: Window Guards Notification

SIGNATURES/EFFECTIVE DATE OF LEASE:

Landlord, by providing this Lease has not made any offer to rent; it is a solicitation for an offer by a prospective tenant. This Lease shall not be effective until Landlord and Tenant have signed and exchanged copies, as well as complied with all other provisions stated in this Lease relating to the commencement of the Tenancy. Likewise, the signature on this Lease in behalf of Landlord is by an authorized agent, and that agent shall have no personal liability relating to this Lease or the Tenancy created hereby.

2/15/2023 11:04:02 AM

Whitney Chitty

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

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

DATE SIGNED

Tenant's Acknowledgment.

Tenant has read this Lease agreement, has had all questions answered to Tenant's satisfaction, and agrees to be bound by it.

Tenant also acknowledges that he/she/they has/have had an opportunity to have this document reviewed by an attorney of his/her/their choice.

2/15/2023 11:00:03 AM

*Christina Eliachevsky*

Tenant

WITNESS: \_\_\_\_\_

DATE SIGNED

**RULES AND REGULATIONS ALL THE TENANTS AND OCCUPANTS AGREE:**

1. **Smoke detectors have been installed for your protection and in compliance with statute law of the State of New Jersey in the common areas as well as inside your apartments. Any persons found tampering with or removing detectors or batteries may be charged with theft and malicious damage. They may also be charged with endangering life and property according to State statute and regulations (Chapter 23, Title 5 - New Jersey Administrative Code).**
2. **They shall not install, affix, 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.**
3. **They shall only use such shades, window ventilators or guards in the window or said apartment as are put up or approved by the Landlord. No awnings permitted.**
4. **No animal shall be permitted in the herein-leased apartment or in or about the building or grounds of Landlord.**
5. **If the Tenant desires telephone connections, the wire so introduced shall be without injury or damage to the premises and the Tenant will be responsible for any damage occasioned by the installation, use or removal of such instruments.**
6. **To wrap all garbage and discard of refuse in receptacles and comply with all municipal and Landlord recycling requirements including proper segregation of recyclable and placement of same in area designated by Landlord.**
7. **Not to make or permit any disturbing noises in the premises by himself, his family or friends, nor do or permit to be done anything which will interfere with the rights, comforts or conveniences of other tenants; not to play upon or suffer to be played upon any musical instruments nor to operate a radio, television or phonograph between the hours of ten o'clock in the evening and the following nine o'clock in the morning if same will disturb or annoy other tenants or occupants of the same or other units.**
8. **The sidewalks, halls, passages or stairs shall not be obstructed by the Tenants or their goods, or used by them for any purpose other than ingress or egress from and to their respective apartments. No items are permitted in halls or at apartment entrance doors or on lawn or walks. Tenant shall not sweep or throw or permit to be swept or thrown from the premises leased, any dirt or other substance into any of the corridors or halls, or stairways or sidewalks of said building.**
9. **Bicycles, tricycles, baby carriages, and other vehicles of like nature shall be kept in demised premises and not left in the hall or on the sidewalks or grounds at any time.**
10. **The toilet rooms, waterclosets, garbage disposals and other water apparatus shall not be used for any other purpose than those for which they were construed, and no sweepings, rubbish, rags, paper towels, diapers, female sanitary products, 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 by whom, or by whose employees, such damage is caused.**
11. **Pianos, furniture, goods and freight shall be brought, delivered and received into said building and taken out by arrangement with the Landlord or agent in charge of said building.**

12. 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. The Tenant shall not allow anything to fall from any window or door of the apartment.
13. They shall not use or keep in this building any explosives or illuminating material except electric light or candle. Mopeds, motorcycles, and other gasoline powered vehicles are also forbidden in or near your apartment and in the basement.
14. They shall not waste or unreasonably use water.
15. They shall at all times keep the dwelling and fixtures therein in a clean and sanitary condition.
16. 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.
17. They shall report to the Landlord at once, any accidents or injury to water pipes, toilets, drains, or fixtures, or other property of the Landlord, and all breakage, damage or loss of any kind.
18. They shall not permit their children to play in public halls, on roofs fire escapes, stairways, elevators, cellars, walks, grounds or areas, except in the regular playground area that may be provided for children's use. The use of play areas by the children of the Tenant is at their own risk and the children shall at all times be under the supervision of the Tenant.
19. They shall not use any tacks, nails or other fasteners or cement in laying carpets, rugs or linoleum on the floors.
20. They shall not place any nails, bolts or screws in walls, floors, doors or trim, nor shall they apply wallpaper and/or contact paper or colors on any wall.
21. They shall not install any radio, television aerial wires or satellite dish of any description on or in the building, or hang them from windows. They shall, upon termination of this lease, return all keys for the apartment or pay for same. Landlord may require security deposit for keys.
22. They shall permit the Landlord or its 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 permitted therefore, without the same constituting any eviction, and that the rent shall not abate while such work is being done.
23. The Landlord in all cases shall retain the right to control and prevent access into the building and grounds of all persons whom it considers undesirable.
24. Any personal property placed in the premises or stored in trunk rooms and storage rooms and garages or basements shall be at the risk of the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.
25. The Landlord shall not be responsible for articles left with any employee of Landlord.
26. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make or permit to be made any disturbance or noises detrimental to the premises or to the

comfort of other inhabitants of the said premises nor any act or thing which may be or grow to be an annoyance, damage and disturbance to the Landlord or any other Tenant.

27. It is positively understood and agreed that no air-conditioning units are permitted in windows without the prior written approval of the Landlord. Any window air-conditioning unit installations that may be permitted shall be at the sole discretion of the Landlord.
28. The use of washing machines and/or dryers is specifically prohibited. Presence of either of those machines in the apartment shall constitute a material breach of this lease. Tenant agrees herewith not to install or cause to be installed, washing machines and dryers. Washing machines and drying apparatus may be installed in laundry area and Tenant shall use these facilities only at such times as the Landlord designates. The exception to this rule is in the event that a washing machine and/or dryer is provided by the Landlord with the apartment.
29. Children may not be permitted to destroy lawns or shrubs, dig, or in any way molest or destroy buildings or grounds.
30. No parking is permitted in any driveway. Designated parking spots may be obtained independently from the parking facility operator. Landlord/Management does not supply, authorize parking on the premises, the tenant right to park is a sole agreement with the parking facility operator and at no time does the Landlord take any responsibility or liability for vehicles parked on the premises. Abandoned vehicles or vehicles in such condition as to violate state and local vehicular regulations or considered by Landlord to be in a state of disrepair will be removed or towed away by the landlord at the Tenant's sole expense and without further notice to the Tenant. The Tenant shall not cause any automobiles or other vehicles to be worked on or repaired on the premises, including but not limited to the parking lots, garages, driveways, etc.
31. Washing of cars or any other vehicle on the premises is strictly forbidden.
33. Tenants are forbidden to trespass or enter any storage area, whether locked or unlocked, unless accompanied by a representative of the Landlord.
34. No additional lock other than those provided by Landlord shall be permitted unless keys to said lock are provided to the superintendent or other Landlord agent with the advance written approval of Landlord.
35. No drying of clothes or hanging of any kind is permitted anywhere on the outside.
  - a. The Tenant shall not hang any laundry on or from the balconies or porches of their apartment.
  - b. The Tenant shall not store any unsightly items on the balconies or porches.
36. Tenant may not operate a business of any kind from the premises nor may Tenant allow or conduct babysitting activities on a regular basis.
37. Tent pitching, lawn parties, outdoor cooking or barbecuing is not permitted.
38. Outdoor balconies shall not be used for storage, shall be kept free of clutter and neat in appearance.
39. The Tenant shall not install or bring onto the premises the following items without the prior written consent of the Landlord: washing machine, refrigerator, clothes dryer, dishwasher or waterbed.
40. Smoke-Free Premises: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household and guests have been designated as a smoke-free living environment.

**“Smoking” means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's household and guests shall not smoke anywhere in the unit rented by Tenant, or the common areas of the building where the Tenant's dwelling is located.**

*CE*  
CE

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 this agreement 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.

2/15/2023 11:00:15 AM

*Christina Eliachevsky*

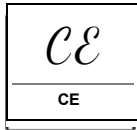
**Tenant**

**Date**



**FEES AND ADDITIONAL RENT:**

<b>Late fee</b>	<b>\$100.00 per month after the 5th if there is a balance on account</b>
<b>NSF, Stopped or Bad Checks, Bank Fees</b>	<b>\$35.00</b>
<b>Lockout Fees</b>	<b>\$81.00</b>
<b>Key Fees</b>	<b>\$25.00</b>
<b>Filing Fee</b>	<b>\$150.00</b>
<b>Attorney Fee for court appearance</b>	<b>\$300.00</b>



Tenant 1

If the tenant is late on the rent after the 12th of the month or the tenant has an outstanding balance on above said date, the landlord may commence legal action against the tenant and charge the tenant for occurred fees accordingly, if at any time the tenant feels that a legal action was commenced in error, it is the responsibility of the tenant to make the owner aware of this error in a timely manner, the tenant will be responsible for the occurred fees if no awareness were made and /or if the tenant still has a balance on the account.

2/15/2023 11:00:27 AM

*Christina Eliachevsky*

**Tenant**

**Date**

## LEAD PAINT DISCLOSURE RIDER

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

### LANDLORD'S DISCLOSURE

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

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

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

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

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

--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--

TENANT'S ACKNOWLEDGMENT



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

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

2/15/2023 11:04:04 AM

Whitney Chitty

LANDLORD'S OR BROKER'S ACKNOWLEDGMENT

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

CERTIFICATION OF ACCURACY

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

Tenant 

2/15/2023 11:00:40 AM

*Christina Eliachevsky*

Date

Landlord 

2/15/2023 11:04:05 AM

Whitney Chitty

Date

Address of Premises 3633 NJ-33  
Neptune City, NJ 07753

Apt # 3633 State Route 33, Apt 324  
Neptune City, NJ 07753

Name of Tenant(s)

Tenant 1 Name: Christina Eliachevsky

Tenant 2 Name:

Tenant 3 Name:

Tenant 4 Name:

## RENTER'S INSURANCE.

Tenants are not required to show proof of renter's liability insurance. As an alternative Method of protecting our property from damages and to remove the burden on you for providing proof on insurance, we have added this coverage automatically and a fee of \$14 will be reflected on you monthly bill which will be in lieu of the liability insurance you would of have to obtain.

Please note that our liability coverage does not cover your personal items for any reason. If you would like protection for your own personal belongings, you can reach out to Lease Term Solutions to enroll in Property Protect, for content only coverage. TO learn more about this coverage, Visit [PropertyProtectEnroll.com](http://PropertyProtectEnroll.com) or contact Lease Term Solutions at 888-814-6950. Or, you can obtain renters insurance from a licensed insurance agent.

Note: Securing your own personal belonging protection policy will not waive or terminate the Assets Protect monthly fee for the duration of your lease term.

Please also note, this fee must be paid in full by the first day of each month along with all other monthly charges, and is charged as "additional rent". This fee is non – refundable. The Assets Protect fee is being assessed to contribute to the managements cost associated to insuring the property against certain types of residents liabilities. Failure to pay the Assets Protect fee as part of the monthly charges can result in a late fee and constitute a default under this contract.

Name of Tenant Christina Eliachevsky

Signature

2/15/2023 11:00:47 AM  
*Christina Eliachevsky*

DATE

*RETAIN A COPY FOR YOUR RECORDS*

**WINDOW GUARDS – TENANT'S ACKNOWLEDGEMENT OF HAVING BEEN PROVIDED WITH NOTICE REQUIRED BY LAW.**

Pursuant to law (N.J.S.A. 55:13A7.12 et seq.) and the New Jersey Administrative Code, section 5:10-27, you are hereby notified that:

The owner (landlord) is required by law to provide, install and maintain window guards in your apartment if a child or children 10 years of age or younger is, or will be, living in the apartment or is, or will be, regularly present there for a substantial period of time if you, the tenant, gives the owner (landlord) a written request that the window guards be installed. The owner (landlord) is also required, upon the written request of the tenant, to provide, install and maintain window guards in the hallways to which persons in the tenant's unit have access without having to go out of the building. Window guards are only required to be provided in first floor windows where the window sill is more than six feet above grade or there are other hazardous conditions that make installation of window guards necessary to protect the safety of children.

By law, the owner of an apartment can charge you, as tenant, no more than twenty dollars (\$ 20.00) for each window guard that you, the tenant, asks in writing to have installed in the tenant's apartment.

This writing acknowledges that you, the tenant, have also been made aware, verbally of your right to request the installation of window guards and it is also verification of your understanding of the right to the installation of the window guards, as well as in the Lease itself, and that you have been provided with a copy of this writing.

2/15/2023 11:04:07 AM

Whitney Chitty

LANDLORD, BY

DATED:

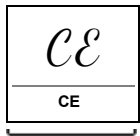
**Semi-Annual Notice to Tenant Regarding Window Guards**

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

Your Landlord is required by Law to install window guards in your windows if you live above the 1<sup>st</sup> floor, and have a child living with you under the age of 10 or you have a child(ren) who regularly visit(s), or if you have requested them.

It is prohibited by Law for you to interfere with or remove window guards once installed.

Your Landlord is required to inspect the window guards installed in the windows in your Apartment annually, and you must allow the Landlord entry to do so.



Tenant signature

PLEASE FILL OUT AND RETURN TO YOUR Landlord

Please answer the following:

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

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

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

currently have window guards installed in my windows Yes No I

certify the above information to be correct.

Name of Tenant(s): Christina Eliachevsky

Signature  2/15/2023 11:00:58 AM

DATE



## **PET POLICY AGREEMENT:**

### **PET LEASE RIDER**

The Landlord is: Jumping Brook Apartments

Tenant/s is/are:

Tenant 1 Name: Christina Eliachevsky

Tenant 2 Name:

Tenant 3 Name:

Tenant 4 Name:

Landlord and Tenant hereby make this Rider a part of the Lease between them, as though it had been a provision in the original Lease between them.

1. INITIAL APPROVAL AND CHARGES: Landlord agrees to allow Tenant to maintain a pet or pets (hereafter referred to as "PET," as herein defined and limited) conditioned on the payment of \$ 35. 00 per month for the first qualified pet subject to all conditions contained in this Rider. A second qualified pet will require an additional payment of \$ 35 .00. Those monthly payments shall be due and payable with Tenant's regular monthly rental payment without any additional billing or demand for payment by Landlord.

Tenant must also make a non-refundable payment of \$250.00 as a pet deposit upon this lease signing.

2. PET, DEFINED: The PETS that are qualified shall;

a) be either dogs or cats, only,

b) weigh no more than 30 pounds at maturity, but

breeds including "pure breeds" or breed mixtures of any percentage including the following - Rottweiler, American pit-bull, Pit-bullterrier, Pitbull, German Shepard and Doberman Pincher variety ,mixed or pedigreed, or any breed with an aggressive nature shall be prohibited and not considered to be qualified pets.

3. PET MAINTENANCE: Tenant shall:

a) Be responsible, as appropriate to the particular PET, for the proper care of the PET, including good nutrition, grooming, exercise, flea or pest control, routine veterinarian care and current in their vaccinations and inoculations. A veterinarian's statement to this effect must be submitted at the time of entering into and/or renewing your Lease,

b) PETs are not allowed unattended or untethered anywhere other than in your apartment (such as hallways, lobbies, elevators, other public places or on the grounds on which this building is located),

c) Have all PETS wear identification and collars when outside the unit,

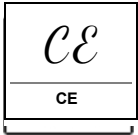
d) Be responsible for cleaning up after the pet everywhere on the premises, and carry a "pooper-scooper" or disposable plastic bag, bag all waste, and dispose of it in a receptacle designated by management.

NOTE: Toilets are not designated to handle pet waste or litter and therefore under no circumstance should any pet waste or debris be deposited in a toilet. Tenant shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes as a result of their misuse. Any cost in connection with these repairs or replacements shall be considered additional rent and collectible as additional rent.

4. Tenants are expressly prohibited from feeding or harboring stray animals.

5. SICK OR INJURED PET: If your PET suffers an illness or injury, it must be taken immediately for veterinarian care at your expense. No sick or injured PET will be accepted for occupancy, or continued occupancy, without consultation and written acknowledgement of a veterinarian that your PET is able to live in your apartment with such illness or injury and without pain or distress to your PET or disturbing other tenants or occupants.

6. MUNICIPAL REQUIREMENTS: You are required to comply with all municipal requirements relating to your type of PET and show satisfaction of those requirements upon request by LANDLORD.



Tenant Signature

7. UNIT CARE AND INSPECTIONS: You will be required to maintain the unit as a sanitary and odorless residential unit with no damage to the premises. You are responsible for the immediate and appropriate handling and/or removal of any feces or urine deposited by your PET. Your Landlord reserves the right to inspect the unit as frequently as deemed necessary, on such notice to you as may be appropriate under the circumstances. (That is, if the Landlord or the Landlord's agents have reason to consider the situation to be urgent, then the Landlord or the Landlord's agents may inspect your apartment without any prior notice.) No alterations (such as additional locks or alarms) that would impede Landlord's access may be made to the premises without the Landlord's prior written approval.

8. TENANT'S ABSENCE/ALTERNATIVE CARE PROVIDER: If for any reason any qualified PET is to be left unattended for more than twelve (12) hours without notice to Landlord, that shall be considered an emergency. Your notice to the Landlord must provide information on how the PET should be cared for. Your Landlord may call the designated alternative care provider if you are unable to do so, and your Landlord will permit that person to enter the premises and be required to remove the PET. If the alternative care provider cannot be reached, your Landlord or Landlord's agents (or independent contractors) may place your PET in an appropriate boarding facility with all fees and costs borne by you. Within five days of such an emergency, you, your agent, family or estate must make arrangements with the holder of your PET as to its disposition and shall be responsible for all obligations, financial and otherwise. You hereby absolve your Landlord and its agents of any and all liability, financial or otherwise, for the actions taken on your behalf, for the well-being of your PET. If you can no longer care for your PET due to your health deterioration or any other reason, then you agree to remove, or have removed by your alternate care provider, your PET from the premises.

Landlord may contact the alternative care provider (either in writing or orally), in advance of need, to confirm that such person accepts the responsibilities contained in this Rider.

9. PET BEHAVIOR AND VIOLATION OF LEASE AND/OR RIDER: If your PET is out of control or presents a health or other safety hazard and you (or another handler) do not take effective action to control it, you may be required to remove your PET from the premises.

Upon receipt of a complaint by another tenant or notice by management of any violation of the terms of your Lease (including this Rider), your Landlord will serve you with a written Notice to Cease (or to comply). If the conduct alleged in the Notice to Cease (or to comply), or similar conduct continues after service of the Notice to Cease you may be required to remove your PET from the premises. If that is the circumstance, you will have to certify that your PET is no longer on the premises and will not return in the future. If you do not comply, your Landlord will have the right to have you served with a Notice to Quit (notice terminating your Lease and demanding that you move) and evicted, as provided by law. If your PET is so disorderly as to destroy the peace and quiet of the occupants or other tenants living in said house or neighborhood, after service of a Notice to Cease, the Notice to Quit must give you at least 3 days to move. (N.J.S.A. 2A:18-61.2(a)) If the violation is a material breach of your Lease, the Notice to Quit must give you at least 1 month to move. (N.J.S.A. 2A:18-61.2(b))

Misrepresentation of this certification or refusal to remove the PET will be grounds for your eviction, as a material breach of your Lease. Your Landlord also reserves the right to act immediately in PET removal situations deemed an emergency.

10. UNAUTHORIZED PETS: If your Landlord discovers that you have one or more PET which has not been qualified as required in this Rider, you will be notified to remove all of your PETS.

11. LIABILITY: You shall be strictly liable for the entire amount of any injury or damage caused by your PET to the person or property of your Landlord, your Landlord's staff and employees, another tenant, neighbor, or visitors to this complex.

\_\_\_\_\_

Property Manager's Signature

Date

Tenant's Signature

Date

Phone # \_\_\_\_\_

1. Description of Pet/s:\_\_\_\_\_.

2. Name of Pet/s:\_\_\_\_\_.

3. Veterinarian Name\_\_\_\_\_.

Address\_\_\_\_\_.

Phone #\_\_\_\_\_.

Alternative Care Provider Name\_\_\_\_\_.

Address\_\_\_\_\_.

Phone #\_\_\_\_\_.