

APARTMENT LEASE AGREEMENT

Realty Management Concepts, a New Jersey Corp., as duly authorized Management Agent hereinafter referred to as Manager for the Apartment Community: ( ) leases to: ( ) Resident(s), in reliance on resident application therefore, and Resident leases from Manager. Apartment # ( ) ( ) unfurnished ( ) furnished, located at ( ) in the ( ) Apartment Community.

1. Demise. In consideration of the payment by resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all the other covenants and conditions to be kept, performed and observed by resident under this lease and the security deposit agreement executed simultaneously herewith, Manager hereby demises and leases the premises to resident.

2. Term: The term of this lease shall commence on ( ), and shall expire on ( ). If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior tenant, Manager shall not be liable to resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) The rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Manager no later than the third day of such delay, whereupon resident shall be entitled to a refund of resident's security deposit. Such conditions shall not apply to cleaning or repair days.

Initial 3. Rent: Resident agrees to pay Manager the total sum of dollars ( ) payable in equal monthly installments of ( ). Additional first months rent ( ). The monthly sum is the total of the following: Base rental in the amount of ( ) Monthly pet charge of ( ) Monthly storage fee of ( ) Furnished ( ) The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first (1st) day of each month during the term of this lease.

4. Rent shall be payable at ( ). If rental payment is not paid by the 5th of the month, resident shall pay a late charge of ( ) in addition to and together with the regular rental payment. Resident shall also pay Manager, as additional rental, a ( ) handling fee and a ( ) late fee for each returned check given for payment of rent or other charges hereunder. If resident gives Manager two checks that are returned for nonpayment during the term of this lease, then the future rent shall be payable by cashiers check or money order.

5. Non refundable Pet Fee: In addition to the rent and the security deposit provided for herein, resident agrees to pay a one-time pet fee of ( ) for each animal, bird or pet of any kind that is to be kept in the or about the premises or elsewhere within the Apartment Community. This fee shall be payable upon the lease signing if the animal, bird or pet is to be kept in or about the premises or elsewhere in the Apartment Community at the beginning of the residents occupancy of the premises. If the resident brings an animal, bird or pet into the premises after the initial occupancy of the premises by the resident, then the resident shall pay the non refundable pet fee prior to bringing the animal into premise or apartment community. No animals, birds or pets of any kind will be permitted to be kept in or about the premises or elsewhere without prior written consent from the Manager, and then only on such terms and conditions as Manager may prescribe. A Pet Agreement must be signed.

Initial 6. Move in Date: The proposed move in date shall be ( ). Rental shall be due from that date until the end of the month in the sum of ( ). Resident's possession of the premises shall start on the move-in date. The fact that resident occupies the premises prior to the term of the lease as defined in subsection 2 above shall in no way effect the term of this lease. Performance of all obligations, covenants and conditions shall be due from both Manager and resident as of the above move-in date.

7. Utilities: Manager agrees, at Manager's expense, to furnish the following utility services to the premises: ( ) electricity, ( ) gas, ( ) water, ( ) sewer, ( ) garbage collection, ( ) cable. Each utility service not provide at the expense of the Manager (i.e. not checked above) shall be provided to the premises at resident's expense on a separate metering and/or billing basis either directly from the utility provider or on a sub metering, square footage or other billing basis by Manager. Resident agrees to pay all utility charges (including utility deposits) assessed by utility companies (or Manager in the case of utilities billed to resident by Manager) in connection with the use of all utility services provided to the premises which are separately metered and/or billed to resident during term of this lease, as such term may be extended, or the period of occupancy of the premises by resident, which ever is longer. Furthermore, if the resident fails to pay all utility charges assessed by utility companies in connection with the use of services for which the resident has herein agreed to pay, and Manager is assessed by the utility companies for these utility services, then Manager may pay these utility assessments to such utility company and subtract the like amount from residents security deposit. In the event resident becomes delinquent in the payment of rent (or in the event resident becomes delinquent with utility

charges which are billed to resident by Manager) Manager may, unless prohibited by applicable law, on not less than twenty four (24) hours prior notice, cause any utility service to the premises which are included within the rent (or which are covered by the unpaid utility billings) to be terminated, without liability of any kind or nature to Manager. Manager shall in no event be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or indirectly caused thereby, the only obligation of Manager being reasonable diligence in its efforts to restore such services. Upon commencement of the term of lease, Manager shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the premises; thereafter light bulbs and tubes shall be replaced by resident, at resident's sole expense. Manager may modify the method by which utilities are furnished to the premises and or billed to resident during the term of this lease, including, but not limited to sub metering of the premises for certain utility services or billing resident for utilities previously included within rent. In the event the Manager chooses to modify utility service to the premises, Manager shall give resident not less than thirty (30) days prior written notice of such modification and the amount by which the base rental payable hereunder shall be adjusted in respect to such modification.

8. **Security Deposit (Premises & Pet).** Upon signing this lease, resident shall deposit with Manager the total sum of ( ) as a security deposit to be deposited in M & T Bank, located at 350 Park Avenue, New York, NY 10022.

Security deposits earn annual interest which the resident may choose to have the interest portion credited to their rental account annually or refunded at the time of move out, or depending on the bank agreement refunded annually. All security deposits will be refunded within 30 days from the receipt of keys via certified mail to the address provided at the time of move-out provided that all terms of the lease have been fulfilled (See Security Deposit Agreement).

9. **Use and occupancy of Premises:** The premises shall be used by resident only as a private residence. The premises will be occupied only by:

[Redacted area]

10. **Acceptance and Care of Premises:** Resident has examined and accepted the premises. Resident shall have the right to report, in writing, defects and damages to Manager within seventy two (72) hours after resident is given possession of the premises.

Such damages shall be listed below or on a separate form which may be provided to resident by Manager and is to be initialed by both resident and Manager, upon inspection of the premises.

[Redacted area]

Defects and damages not reported to Manager shall be presumed to have first occurred during resident's occupancy of the premises. Resident shall use reasonable diligence in care of the premises. All alterations, additions and improvements made to the premises shall be at resident's sole cost and expense, shall only be made upon prior written consent of Manager, shall become property of Manager and shall be surrendered with the premises at the expiration or termination of this lease. No holes shall be drilled into walls, woodwork, or floors, no waterbeds or antenna or satellite dish installations (including citizens band radio antennas), or wall phones or stringing of wires, or change of locks or additional locks shall be permitted except by Manager's prior written consent. Resident will not remove Manager's fixtures, furniture, and/or furnishings from the premises for any purpose. By accepting the premises as provided in Paragraph 10 of this lease, resident accepts the premises and furnishings, if any, as is, and hereby expressly waives any warranty of habitability of the premises, if allowed by the laws of this state.

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11. **Cancellation Fee:** You may cancel your obligation under this lease by delivering to Manager in writing a notice of your intention to cancel this lease. Such notice will be effective sixty (60) days from the date notice is given. The notice must be accompanied by payment of a cancellation fee in an amount equal to security deposit set forth in paragraph 8 above plus one month's rent plus payment of rent due for the last month or portion thereof of occupancy. Such payment will release resident only from further rental obligations beyond the date the cancellation is effective. However, all other terms of lease and the security deposit agreements must be complied with, through the date of vacating of the premises on or before the effective date of cancellation. Landlord shall retain all remedies for non-compliance with the lease and Security Deposit Agreement, and resident shall be liable for any damages for non-compliance.

**12. HOLDING OVER UNLESS ANOTHER LEASE IS SIGNED BY THE PARTIES HERETO OR UNLESS WRITTEN NOTICE OF TERMINATION IS GIVEN BY EITHER PARTY THIRTY (30) DAYS BEFORE EXPIRATION OF THIS LEASE. THIS LEASE SHALL BE AUTOMATICALLY RENEWED ON A MONTH TO MONTH BASIS WHICH SHALL REQUIRE THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY EITHER PARTY FOR TERMINATION.**

**13. Failure to Vacate After Notice:** If resident gives notice for vacating the premises, and fails to completely vacate prior to the expiration of the notice, resident shall be liable, unless otherwise prohibited by law, in addition to all other damages, provided for under the lease and security deposit agreement, for three times the daily rental based on a probation of the monthly rental provided for in the lease for each day resident remains in the premises.

**14. Rules and Regulations:** Resident and resident's family and guests shall comply with all rules and regulations now or hereafter promulgated by Manager for the Apartment Complex, including, without limitation, the printed rules and regulations, if any, attached herein by reference for all purposes. Resident covenants to obey all laws and ordinances applicable to the premises and to engage in no activities in or on the premises or the Apartment Complex of an illegal nature, purpose or intent. Resident further covenants that his family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other residents of the Apartment Complex.

**15. Reimbursement by Resident:** Resident agrees to reimburse Manager promptly in the amount of the loss, property damage, or cost of repairs or services (including plumbing trouble) caused by negligence or improper use by resident, resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from resident, shall not be deemed a waiver thereof; and Manager may demand same at any time, including move-out.

**16. IT IS UNDERSTOOD AND AGREED THAT MANAGER MAY AT ANY TIME AND FROM TIME TO TIME DEDUCT DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE PAYMENT CHARGES AND/OR RETURNED CHECK CHARGES, OR ANY PORTIONS THEREOF, FROM RESIDENT'S SECURITY DEPOSIT, WITHOUT WAIVER OR ANY OTHER RIGHTS OR REMEDIES OF MANAGER.**

Initial  **17. Manager's Liability:** Manager shall not be liable to resident, resident's family, agents, invitees, employees or servants, for any damages or losses to person or property caused by other residents of the Apartment Complex or other persons. Resident agrees to indemnify and hold Manager harmless from and against any and all claims for damages to property arising from resident's use of the premises, or from any activity, work or thing done, permitted or suffered by resident in or about the premises.  Manager shall not be liable for personal injury or damage or loss of resident's personal property (furniture, jewelry, clothing etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the gross negligence of Manager. If any of Manager's employees are required to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this lease, such employee shall be deemed the agent of resident regardless of whether payment is arranged for such service; and resident agrees to indemnify and hold Manager harmless from all loss suffered by resident or other person in any of the aforesaid circumstances. It is the resident's responsibility to obtain "renter's insurance" to adequately protect resident from all losses however caused to resident's personal property. Manager and Owner of Apartment Complex are not insured for any losses relating to the personal property of any resident.

**18. Damage or Destruction of Premises:** In the event of damage to the premises by fire, water, or other hazard, or in the malfunction of equipment or utilities. Resident shall immediately notify Manager, if the damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Manager's opinion, the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the sole opinion of Manager, incapable of being satisfactorily repaired, then this lease shall terminate and resident shall be liable only for rental payments up to the date of such damage or destruction; or, at the opinion of Manager, resident agrees to accept a comparable apartment unit in the Apartment Complex for the remaining term of this lease.

19. **Right of Entry:** Manager shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and making necessary repairs and maintenance thereto. Such right of entry hereby granted to Manager shall include any and all reasonable business purposes connected with the ownership and operation of the Apartment Complex, and any business relating to the premises incident to the ownership and operation of said Apartment Complex.
20. **Subletting and Assignment:** Subletting, assignment or securing a replacement will be allowed only upon the prior written consent of Manager, and qualification of sub-lessee. Notwithstanding any permitted assignment, subletting or replacement, resident shall at all times remain fully responsible and liable for the payment of the rent herein specified and performance of all Resident's their obligations under the terms and provisions of the Lease Agreement.
21. **Default by Resident:** In the event resident fails to make any rental payment herein provided within the time required, or in the event resident fails to comply with any other term, covenant, condition or agreement herein contained, or if resident abandons the premises (Resident's absence from the premises for the period of time designated by applicable state law, while all or any portion of any rental payment is delinquent being deemed an "abandonment" of the premises), Manager, at its option, may enforce the performance of this lease in any manner provided by law, or may give notice to resident of its election to terminate this lease if such default continues for a period of three (3) days from and after the date of notification by Manager to resident of such default or such period of time as mandated by law. In the event the Manager elects to give such notice, and resident fails to comply with all of resident's obligations under the terms of this lease within such notice period, then and in such event, Manager may terminate this lease, and thereupon shall have the right, in person or by its agent or attorney; without further notice or demand, to re-enter the premises and to remove all persons and all property there from, without prejudice to any other legal rights which Manager may assert under the terms and provisions hereof. Such right of re-entry and removal shall be in addition to Manager's right after abandonment of resident, to remove all property of resident from the premises, which removal will not be in derogation of the continuing validity of the lease, if Manager does not elect to terminate the lease. At the option of Manager, Manager may re-enter and take possession of the premises, and may re-let same for the remainder of the term for the best rental which Manager may be able to attain without otherwise terminating the liability of resident hereunder, and in such event, resident shall remain liable to Manager for any deficiency in the rent for the balance of the term of this lease. In the event Manager terminates this lease and re-enters and takes possession of the premises, or if Manager re-enters and takes possession without terminating the lease, and in either case removes the personal property of resident there from, Manager shall have the right to place said property of resident in storage, at resident's expense, and may pursue any other legal remedies which Manager may have with respect to its lien on any such property of resident. In addition, to all other remedies herein, resident agrees to compensate Manager for all reasonable costs and expenses necessary to enforce this lease and any rights or remedies of Manager provided by law, in equity or by the provisions hereof, and to collect the rent or damages for breach of this lease, including, but not limited to, all court costs, reasonable attorney's fees incurred in connection therewith. as well as reasonable expenses necessary for the removal of personal property there from and to the re-letting or attempted re-letting of the premises which shall include, but not limited to, the costs of minor repairs and replacements, advertising, brokerage fees and other expenses caused by resident's breach of any of the terms and provisions of this lease.
22. **Release of Resident:** In the event resident is or becomes a member of the Armed Forces on extended active duty and receives change of duty orders to depart the 'local area', or is relieved from such duty, the resident may terminate this lease by giving thirty (30) days' prior written notice to Manager, provided resident is not otherwise in default. As a condition to such termination, resident shall furnish Manager a certified copy of the official orders which warrant termination of this lease. (Military orders authorizing base housing do not constitute change of duty hereunder). The Security Deposit will be refunded provided that all the conditions set forth in paragraph 2, with the exception of clause B, of the Security Deposit Agreement are fulfilled.
23. **Liens or Sales:** Manager of the owner of the Apartment Complex may encumber the premises and/or Apartment Complex by mortgage(s), and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the resident herein. Foreclosure of any mortgage or sale under a deed or trust shall not constitute a constructive eviction of resident and resident agrees to atone to the purchaser at such foreclosure or sale as if this lease was held between resident, as tenant, and such purchaser, as landlord. Any sale of the Apartment Complex or any part thereof shall not affect this lease or any of the obligations of resident hereunder, but upon such sale Manager (and the prior owner of the Apartment Complex) shall be released from all obligations hereunder and resident shall look solely to the then owner of the Apartment Complex for the performance of the duties of "Manager" hereunder from and after the date of such sale.

24. **Resident Information:** If resident has supplied information to Manager by means of rental application or similar instrument, resident covenants that all such information was given voluntarily and knowingly by resident, and, if such information proves to be false or misleading, Manager shall have the right to terminate this lease, in which event resident shall immediately surrender the premises.

25. **Successors:** The terms and conditions contained in this lease shall be binding upon and insure to the benefit of Managers and resident and their respective heirs, executors, administrators, personal representatives, successors and assigns (subject to paragraph 19 hereof).

26. **Notices:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, certified or registered mail addressed to resident at the premises, and to Manager at the rental office address of the Apartment Complex (or at such other address or addresses as Manager may at any time or from time to time designate to resident). Personal delivery of any such notice by Manager or resident at the above address shall also be deemed effective delivery hereunder.

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 27. **General:** No oral agreements to have been entered into with respect to this lease. This lease shall not be modified unless by instrument in writing signed by resident and an officer of Manager. In the event of more than one resident, each resident is jointly and severally liable for each provision of this lease. Each resident states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Apartment Complex is located. Time is of the essence of this lease. It is understood and agreed that all of the covenants, agreements and obligations of the Manager hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Manager and the owners of the Apartment Complex.

28. **Severability:** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

29. **Counterparts:** This lease is executed in multiple counterparts, with one copy to be furnished to resident and the other copy to be retained by Manager.

**READ THIS INSTRUMENT BEFORE SIGNING**

By \_\_\_\_\_  
Resident

By \_\_\_\_\_  
Resident

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Manager or Agent

Date Signed: \_\_\_\_\_