

## **RESIDENTIAL LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this 14th day of March, 2021

BETWEEN:

**George Guhr**

(the "Landlord")

- AND -

**Tenants Names**

(collectively and individually the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### **Leased Property**

1. The Landlord agrees to rent to the Tenant the house, municipally described as Address, Ewing NJ 08638 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The Tenant may not keep pets unless approved in writing by the Landlord. If, at the sole discretion of the Landlord, this privilege is granted and abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the

Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days' notice.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: Driveway to the left of the house and garage.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

## Term

8. The term of the Lease commences at 12:00 noon on June 12, 2021 and ends at 12:00 noon on May 31st, 2022..
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of New Jersey (the "Act").

## Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$X,XXX per month (the "Rent").
11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord or at such other place as the Landlord may later designate by check, Venmo or Electronic Payment through Cozy.co.
12. After the term of this lease has concluded, the Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act. This will only be applicable for future leases, not the current lease
13. The Tenants may choose to pay the Rent individually, but all Tenants are responsible for the entire Rent to be paid on time. Each Tenant will be charged an additional amount of 5% of the Rent for any individual Tenants Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any.
  1. For avoidance of doubt, to serve as an example, if each tenant owes \$1,000 in rent, and one tenant is late on rent by greater than 5 days after the due date, all

tenants will be charged a 5% late fee, as the entire and complete rent was not paid on time.

2. Of note, the Rent is considered as one amount, regardless of which Tenant has paid which portion. If there is a Rent balance at the end of the lease, the late fee above will be charged for the entire Rent.
3. Notice of late Rent will be sent to all Tenants on the 6th day via email and text message to avoid miscommunication.

## Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$X,XXX (the "Security Deposit"), 1.5x months rent.
15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Ally Bank located at 200 West Civic Center Dr Sandy, UT 84070.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
17. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  3. unplugging/unclogging toilets, sinks and drains. Tenants are responsible for any blockages that occur 3 days after move in date, including but not limited to paying for professional blockage remediation;
  4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  9. any other purpose allowed under this Lease or the Act.
18. For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.
19. The Tenant may not use the Security Deposit as payment for the Rent.
20. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to a place yet to be determined, per Tenant advisement.
21. The Landlord will retain the Security Deposit of all Tenants should back or current rent be owed by any Tenant at the end of the lease.
1. Of note, the Security Deposit is considered as one amount, regardless of which Tenant has paid which portion. If there is a Rent balance at the end of the lease, it will be deducted from the Security Deposit.

## Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

## Inspections

23. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
24. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

## Renewal of Lease

25. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. If a Lease is not renewed and terminate date has passed, Landlord need give only 14 days notice to Tenant to vacate property.

## Tenant Improvements

26. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
3. removing or adding walls, or performing any structural alterations;
4. installing a waterbed(s);
5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

## Utilities and Other Charges

27. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: garbage and recycling collection, professional landscaping, taxes, township registration fees.

28. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable, natural gas.

1. There is no common sidewalk, Landlord will not be responsible for snow removal

2. Landlord will provide two shovels and Ice Melt during winter season
29. Landlord will keep the water/sewer in their name for continuity and subscription considerations. Upon receipt, utility bills will be passed to the Tenants for payment.

## Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
31. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

## Attorney Fees

32. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

## Governing Law

33. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Jersey.

## Severability

34. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

35. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### Amendment of Lease

36. This Lease may only be amended or modified by a written document executed by the Parties.

### Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### Damage to Property

38. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### Care and Use of Property

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

40. The Tenant will not engage in any illegal trade or activity on or about the Property.

41. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

42. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
43. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
44. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

### Prohibited Activities and Materials

45. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.
46. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
47. The Tenant is prohibited from:
1. the storage of expensive articles on the Property if it creates an increased security risk; and
  2. the growing of, or storage of, medical marijuana on the Property.
48. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.



## Rules and Regulations

49. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

## Lead Warning

50. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust 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 must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

## Mediation

51. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will not be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediations will be paid by the Tenant.

## Address for Notice

52. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

1. Name:
2. Phone:

53. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: George Guhr.
2. Address: 12 Nathaniel Green Drive Titusville NJ 08560

3. The contact information for the Landlord is:
4. Phone: (609) 362-2425
5. Email address: george@rentewing.com.

## General Provisions

54. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
56. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
57. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
58. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
59. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
60. The Tenant will be charged an additional amount of \$50.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
61. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$4,000.00 will be charged to the Tenant. Levy will be prorated to the amount of Tenants moving out.

62. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
63. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
64. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
65. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.
66. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
67. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

68. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
69. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
70. Time is of the essence in this Lease.

IN WITNESS WHEREOF Tenants and George Guhr have duly affixed their signatures on this 6th day of December, 2020.

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Tenants

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Landlord: George Guhr

## Lead-Based Paint Disclosure

Property: 32 Keswick Avenue, Ewing NJ 08638

Landlord: George Guhr

Tenant:

### Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date:

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Landlord: George Guhr

### Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
2. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

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Tenant:

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Tenant:

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Date:

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