



City of Margate City
Department of Building Inspection
9001 Winchester Avenue
Margate City, New Jersey 08402
(609) 822-1974
Fax: (609) 822-2248
Email: margate_inspection@margate-nj.com

REF#: 1003412

APPLICATION FOR RENTAL APPROVAL
MUST PROVIDE A COPY OF THE LEASE

Date: 2/21/2023 Block: 308 Lot: 8 Unit #: First Floor

Address of Rental Property: 109 North Granville Ave., Margate NJ 08402

Duration of Lease: 1 year Move-in Date: 3/1/23 Move-out Date: 2/28/24

OWNER: Name: Christian Fisher

Address: 15 Essex Court City/State/Zip: Margate NJ 08402

Phone#: 2679804039 Email: christian.j.fisher@gmail.com

AGENT: Name: Not applicable.

Address: _____ City/State/Zip: _____

Phone#: _____ Email: _____

Contact Information of person to accompany Inspector:

Name: Christian Fisher Phone # 267 980 4039

Tenants Name(s): Kyle Deroo, Kevin Deroo and Patricia Deroo

Total No. of Rooms 7 No. of Bedrooms 2 No. of Baths 1

I understand that each apartment or dwelling for which a permit is issued under city ordinance shall comply with all federal, state and local requirements pertaining to housing codes and further that said dwelling or apartment shall be kept in a safe, sanitary condition, shall have proper and adequate light and ventilation, and shall be subject to all part of the Ordinance.

I hereby certify that the foregoing declarations are true to the best of my knowledge and belief, and fully understand that such declarations will be considered as if made under oath, and as to a false declaration shall be subject to penalties as provided by law for perjury.

→ [Signature]
Signature of Owner or Responsible Person in Charge

Application Fee: \$100.00
Made payable to the City of Margate

Inspection Appointments Times: Monday thru Friday- 9:30 a.m. - 3:00 p.m.

This Space is For Official Use Only:

Paid: \$ 100.00 Check ☒ Cash ☐ Credit Card ☐

Date: 2-23-23 Clerk: [Signature]

Check/Receipt#: 633 By: CJ Fisher

Inspected By: [Signature]

Date: 2-25-23 Time: 2:30 PM

LEASE

THIS LEASE AGREEMENT, made the 17th day of FEB, **BETWEEN** Christian J. Fisher, located at 15 Essex Court, Margate, NJ 08402, herein designated as the Landlord, **AND** Kyle Deroo, Kevin Deroo and Patricia Deroo residing or located at 14 Chelsea Ct, Atlantic City, NJ 08401, herein designated collectively as the Tenant;

WITNESSETH THAT, the Landlord and the Tenant hereby agree as follows:

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the apartment located at 109 N. Granville Avenue, First Floor, Margate, NJ 08402, referred to as the "Apartment". The Tenant understands, acknowledges and agrees that Tenant has the sole right to use the driveway for on-site parking.
2. **Term.** The term of this Lease is for 12 months starting on March 1, 2023, and ending on February 28, 2024. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will only be charged from the date on which possession of the Apartment is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.
3. **Rent.** The Tenant agrees to pay \$27,000.00 as rent, to be paid as follows: \$ 2,250.00 due on or before the first (1st) day of each month. The first payment of rent and the security deposit are due upon the signing of this Lease by Tenant. Any and all payments of rent, additional rent and any security deposit must be paid by bank (certified) check, money order, cash, Venmo to Landlord's account (www.venmo.com/Christian-Fisher) or by PayPal to Landlord's email address (cif179@gmail.com). The Tenant must pay a late charge of \$50 for each payment that is more than 5 days late. This late charge is due with the monthly rent payment. Said late charge shall be considered additional rent. If the commencement of the Lease is delayed beyond March 1, 2023, then the rent for such partial month will be one-thirtieth (1/30) of the monthly installment of rent for each day included in such partial month.
4. **Security Deposit.** The Tenant has deposited \$3,375.00 with the Landlord as security that the Tenant will comply with all the terms of this Lease. The payment of the security deposit is due upon the signing of this Lease by the Tenant. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord may transfer the deposit to the new owners for the Tenant's benefit. The Landlord will notify the Tenant of any sale and transfer of the deposit. The Landlord will

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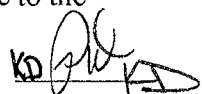
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then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

5. **Use of Property.** The Tenant may use the Apartment only as a private residence for the following persons: Tenant only.
6. **Utilities.** The Tenant shall put in Tenant's name and shall pay when due all the rents or charges for all utilities, except water and sewer, used by Tenant (i.e., electrical, gas, cable, internet, phone, oil, etc.), which are or may be assessed or imposed upon the Apartment. Notwithstanding the previous sentence, the cable and internet for the Apartment shall remain in the Landlord's name and Tenant shall pay Landlord for the cable and internet on or before the first (1st) of each month. Tenant shall pay when due all the rents or charges for all utilities that cannot be placed in Tenant's name, used by Tenant, which are or may be assessed or imposed upon the Apartment or which are or may be charged to the Landlord by the suppliers thereof during the term hereof. If any utilities, whether in the name of the Landlord for which Tenant is responsible, or in the name of the Tenant are not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand, whichever is sooner. Tenant agrees not to waste or unreasonably use any utility that is provided by Landlord, or in Landlord's name.
7. **Eviction.** If the Tenant does not pay the rent within 10 days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Apartment. Rent received from any new tenant for the existing period of the term will reduce the amount owed the Landlord.
8. **Remedies Upon Tenant's Default.** If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the Apartment or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the Apartment and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, relet the Apartment and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord,

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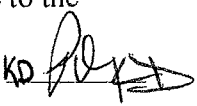
to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month. The Tenant waives any rights of redemption to which the Tenant or any other person claiming under Tenant might be entitled, after an abandonment of the Apartment, or after a surrender and acceptance of the Apartment, or after a dispossession of the Tenant from the premises, or after a termination of this Lease, or after a judgment against the Tenant in an action for eviction or ejectment, or after the issuance of a final order or warrant of possession in summary proceeding, or any other proceeding or action authorized by law.

9. **Termination on Default.** Upon the occurrence of any of the contingencies set forth in the preceding paragraph, or should the Tenant be adjudicated bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this Lease and the term hereof, without thereby releasing the Tenant, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without impediment and without liability for damages.

10. **Intentionally Deleted.**

11. **Care of the Apartment.** The Tenant has visited and walked through the Apartment and is satisfied with its present physical condition. Within 24 hours of occupying the Apartment on March 1, 2023, the Tenant will examine the Apartment, including the living quarters, all facilities, furniture and appliances, and will complete and execute the Property Condition Form attached hereto as Exhibit "A". The Tenant has entered into this Lease without any representation on the part of the Landlord as to the condition of the property, including the Apartment. The Tenant shall take the Apartment in its "as is" condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant shall handle and dispose of all rubbish, garbage and waste in accordance with regulations established by the Landlord. The Tenant shall not encumber or obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clear condition, free from debris, trash and refuse.

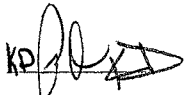
The Tenant shall not remove any furnishings or Landlord's personal property from the
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Apartment or move same into the garage. If Tenant wishes to remove an item, Tenant shall contact Landlord to discuss such removal and receive Landlord's consent prior to doing so.

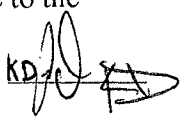
12. **Repairs by Landlord.** If the Apartment is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. If the Landlord has determined, in Landlord's sole discretion, that the Tenant must leave the Apartment because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is totally destroyed because of damage not resulting from the Tenant's act or neglect, this Lease will end and the Tenant will pay rent up to the date of destruction.
13. **Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the Apartment shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the Apartment be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the Apartment shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the Apartment be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event, however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.
14. **Interruption of Services.** The landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control.
15. **Alterations, Improvements.** No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to any portion of the property and/or Apartment, without the written consent of the Landlord. By way of example, the Tenant may not: Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented or glued in; Install any locks or chain guards; Wallpaper, paint, affix wall coverings or other permanent type decorations; Nail, tack or otherwise attach any decorative item or any

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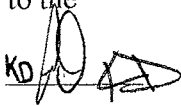
other item whatsoever to the walls or ceilings; or Install or change the electrical, plumbing, heating or air cooling system. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to any portion of the property and/or Apartment, shall belong to and become the property of the Landlord and shall be surrendered with the Apartment and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

16. **Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this Apartment and/or its contents, at the Tenant's own cost and expense.
 17. **Nonwaiver by Landlord.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.
 18. **Assignment.** The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Apartment or any part thereof. Any such consent by the Landlord shall be held to apply only to the specific transaction thereby authorized. The collection of rent by Landlord from any assignee, sub-tenant or other occupant shall not be deemed an acceptance of the assignee, sub-tenant or occupant as a tenant or release of the Tenant from its obligation under this Lease. If Landlord consents in writing to an assignment or subletting, then such consent shall be deemed, unless otherwise specified, to be conditioned upon the provision that such assignment and/or subletting shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease including, but not limited to, the use permitted by this Lease, and the Tenant shall continue to be and remain liable hereunder.
 19. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, repair, improve or show it. Reasonable notice as used in this paragraph shall mean notice at least twenty-four (24) hours in advance. Such notice may be accomplished under this paragraph by either providing notice in accordance with paragraph 29 of this Lease; or by calling the Tenant and either speaking with Tenant directly or leaving a voice mail; or by sending an e-mail, text or a fax correspondence to Tenant. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter the Apartment without the Tenant's consent.
 20. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Apartment herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the
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rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Apartment for the term aforementioned.

21. **Mortgage Priority.** This lease shall not be a lien against the said land or Apartment in respect to any mortgages that are or which may hereafter be placed upon said land or Apartment. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording. This Lease is and shall be subject and subordinate at all times to such mortgages and this provision shall be self-operative and no further instrument of subordination shall be necessary to establish or enforce such subordination. However, in the event the Landlord desires confirmation of such subordination, Tenant shall execute promptly and without charge therefor any certificate that Landlord may request and the Tenant hereby constitutes and appoints the Landlord as the Tenant's attorney-in-fact to execute, at the Landlord's option, any such certificates or and on behalf of the Tenant. Such certificate may also contain, at the election of the mortgagee, an agreement whereby the Tenant will attorn to said mortgagee as the Landlord in the event of a foreclosure or to any party taking title through said mortgage in such event. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.
22. **Hazardous Use.** The Tenant will not keep anything in the Apartment which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.
23. **Restriction of Use.** The Tenant shall not occupy or use the Apartment or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, scandalous, or extra hazardous on account of fire or other casualty, nor for any purpose which could tend to injure the reputation of the Apartment or the Landlord or which could be deemed a nuisance to the premises, the Landlord, any other Tenants, the neighborhood or the general public. The Tenant's use shall be subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and the Fire Insurance Rating Organization and the Board of Fire Insurance Underwriters, and any similar bodies, having jurisdiction thereof. The provisions of this paragraph shall be interpreted and construed in favor of the Landlord's right to restrict the occupancy and use of the premise.
24. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.
25. **Holdover.** If Tenant remains in possession of the Apartment after expiration of the term, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at a new rental amount of \$2,385.00 a month. Tenant understands, acknowledges and agrees that the increase in rent per month I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

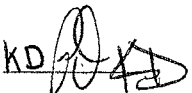
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of \$135.00 is fair, reasonable, not unconscionable and specifically agrees to pay same. Tenant shall also continue to pay all other additional rent due hereunder. In addition to the foregoing, Tenant shall be liable for all damages, direct and consequential, incurred by Landlord as a result of such holdover, including, but not limited to, the loss of contracts or negotiations with respective Tenants for the rental of the Apartment.

26. **Renewals and Changes in Lease.** The Landlord may, but is not obligated to, 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 90 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 60 days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new lease.
27. **Pets.** No dogs, cats, or other animals are allowed in this Apartment without the Landlord's prior written consent.
28. **Smoking.** Smoking is prohibited within the Apartment. Tenant agrees that Tenant, Tenant's agents or guests will not smoke within the Apartment.
29. **Notices.** All notices required under the terms of this Lease, except as set forth in paragraph 19, must be written and shall be given and shall be complete by mailing such notices by certified mail, return receipt requested, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.
30. **Miscellaneous.** Tenant acknowledges that third parties (i.e. other tenants) will be living in unit located above the Apartment for duration of the lease term. Tenant will have access to the garage on the premises for the storage of personal property. Tenant will be given a key to the garage and agrees to lock the garage after each use. Tenant acknowledges that third parties' (i.e. other tenants') personal property will also be stored in the garage. Along with the second floor tenant (if any), Tenant shall have responsibility for snow and ice removal at the premises, specifically, the entryway to the Apartment, driveway, and sidewalk. Tenant agrees to keep heat on during the months in which the average temperature is at or below freezing (i.e. 32 degrees F) (generally, November, December, January and February) at a minimum of 55 degrees Fahrenheit. This is a precautionary measure to ensure pipes within the Apartment do not freeze. Tenant acknowledges that the Apartment is located within a flood zone, and that the intersection of Winchester Ave. and Granville Ave. is subject to periodic flooding.
31. **Signs.** The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when

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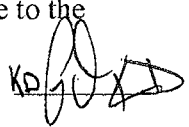
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the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto. The Tenant shall obtain any required permits or approvals for such signs.

32. **Crime Insurance and Other Insurance.** The Landlord does not provide insurance for the Tenant against criminal acts. The Tenant may obtain such insurance by contacting the Tenant's own insurance company. The Landlord recommends that Tenant obtain, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant acknowledges that Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Landlord also recommends that the Tenant's insurance policy, if any, include liability coverage.
33. **Condemnation - Eminent Domain.** If the land and Apartment leased herein, or of which the Apartment is a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and/or shall sell and convey the said property, Apartment, or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and Apartment or any portion thereof, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and Apartment or any portion thereof. The Tenant covenants and agrees to vacate the said Apartment, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.
34. **Reimbursement of Landlord.** If the Tenant shall fail or refuse to comply with the terms, and/or perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants or take any required action, and charge the cost and expense, including reasonable attorneys' fees, to the Tenant, and the said cost and expense shall be payable as additional rent on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand,

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whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained. If the Tenant shall fail to cure any default in the payment of rent or any other charge or obligation to the Landlord, then interest shall accrue on said unpaid amount at an annual rate equal to 5% above the prime rate as set forth in the Wall Street Journal in effect on the due date and adjusted monthly thereafter, but in no event to exceed the maximum rate allowed by law for an entity such as the Tenant.

35. **Right to Exhibit.** The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the Apartment to persons wishing to rent or purchase the same, and Tenant agrees that on and after 120 days next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said Apartment or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.
36. **Removal of Tenant's Property.** Any property of the Tenant, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.
37. **Non-Liability of Landlord.** The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or this or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. If the Landlord shall breach any provision hereof, the Landlord's liability shall be limited to actual or compensatory damages and under no circumstances shall include consequential, punitive or exemplary damages of any kind and shall in no event exceed the Landlord's interest in the Apartment as of the date of the Landlord's breach, and the Tenant expressly agrees that any judgment or award which it may obtain against the Landlord shall be recoverable and satisfied solely out of the right, title and interest of the Landlord in the Apartment and Tenant shall have no rights against any other property or asset of the Landlord, nor shall any other property or asset of the Landlord be subject to levy, execution or other enforcement proceedings for the collection of any such sums or satisfaction of any such judgment for award.

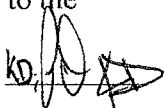
I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

Tenant's Initials:

KD [Signature]

38. **Nonperformance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.
39. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord waivers of the subrogation rights under the respective policies.
40. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.
41. **Cumulative Remedies.** The specific remedies to which the Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.
42. **Vacancy or Abandonment.** In the event that the premises shall become vacant as a result of being vacated or abandoned by the Tenant during the term and such vacancy or abandonment shall exist for a period of one month, the Landlord may re-enter the premises, either by force or otherwise, without being liable to prosecution therefor and relet said premises and receive the rent therefor and apply the same first to payment of such expenses as the Landlord may be put to in re-entering and re-renting and then to payment of rent due under this Lease. In addition, such vacancy or abandonment shall constitute a default under this Lease. In any event, the Tenant shall remain liable for any deficiency.
43. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.
44. **Parties.** The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

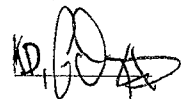
I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

Tenant's Initials: 

45. **New Jersey Law to Apply.** This Lease shall be construed under, and in accordance with the laws of the State of New Jersey, and all obligations with the parties created by this Lease are performable in Atlantic County, New Jersey.
46. **Consent to Jurisdiction and Venue.** Both parties hereby consent and agree to be bound that any litigation with respect to any aspect of this Lease Agreement shall be filed in the Superior Court of New Jersey, Atlantic County, located at 1201 Bacharach Blvd., Atlantic City, New Jersey 08401. The parties acknowledge that each has had an opportunity to consult with independent counsel with respect to this paragraph.
47. **Voluntary Contract.** The parties executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice, if so desired, prior to signing this Lease.
48. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.
49. **Interpretation of Contract.** This Lease is deemed to reflect the joint drafting efforts of both parties and in the event any dispute arises regarding this Lease or its interpretation, both parties shall be considered joint authors of this Agreement and no provisions shall be interpreted against either party because of authorship.
50. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

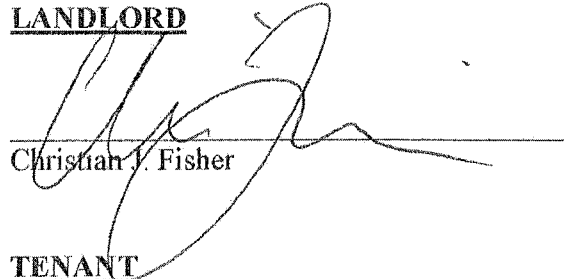
Tenant's Initials:



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or cause these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year set forth below.

LANDLORD

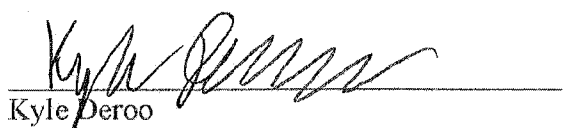
Dated: 2/17/23



Christian J. Fisher

TENANT

Dated: 2/12/23



Kyle Deroo

Dated: 2/12/23



Kevin Deroo

Dated: 2/17/23



Patricia Deroo



City Of Margate

Department of Building Inspection

9001 Winchester Avenue

Margate NJ 08402

(609)-822-1974

CERTIFICATE OF OCCUPANCY - RENTAL

Margate City Code Chapter 223-1

THIS CERTIFIES that the required City of Margate housing inspection
has been performed at
109 N GRANVILLE AVE 1ST FLOOR, Block 308 Lot 8
for residential use only.

The residence consists of 7 rooms, including 1 bath(s), and 2 bedrooms.
As of this inspection, the building or dwelling unit and premises comply with the
requirements of the various codes involved.

Lease Starting Date: 03/01/2023

Lease Ending Date: 02/28/2024

Any person or persons who violate any of the provisions of this chapter or the rules and regulations adopted pursuant thereto and is or are found guilty of a violation thereof shall be punished by a fine not exceeding \$1,000 or imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

LIST OF TENANTS

KYLE DEROO
KEVIN DEROO
PATRICIA DEROO

Current Owner: FISHER, CHRISTIAN J

Address: 109 N GRANVILLE AVE

MARGATE NJ 08402

Telephone: (267)-980-4039

C.O. No. 1003412

Date Issued: 02/28/2023

Jim Galantino, Construction Official



City Of Margate

Department of Building Inspection

9001 Winchester Avenue

Margate NJ 08402

(609)-822-1974

CERTIFICATE OF OCCUPANCY - RENTAL

Margate City Code Chapter 223-1

THIS CERTIFIES that the required City of Margate housing inspection
has been performed at
109 N GRANVILLE AVE FIRST FLOOR, Block 308 Lot 8
for residential use only.

The residence consists of 7 rooms, including 1 bath(s), and 2 bedrooms.
As of this inspection, the building or dwelling unit and premises comply with the
requirements of the various codes involved.

Lease Starting Date: 05/26/2022

Lease Ending Date: 09/11/2022

Any person or persons who violate any of the provisions of this chapter or the rules and regulations adopted pursuant thereto and is or are found guilty of a violation thereof shall be punished by a fine not exceeding \$1,000 or imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

LIST OF TENANTS

JESSICA VEKSLAND
STEVE VEKSLAND

Current Owner: FISHER, CHRISTIAN J

Address: 109 N GRANVILLE AVE

MARGATE NJ 08402

Telephone: (267)-980-4039

C.O. No. 1002982

Date Issued: 06/27/2022

Jim Galantino, Construction Official



City Of Margate

Department of Building Inspection

9001 Winchester Avenue

Margate NJ 08402

(609)-822-1974

CERTIFICATE OF OCCUPANCY - RENTAL

Margate City Code Chapter 223-1

THIS CERTIFIES that the required City of Margate housing inspection
has been performed at
109 N GRANVILLE AVE FIRST FLOOR, Block 308 Lot 8
for residential use only.

The residence consists of 7 rooms, including 1 bath(s), and 2 bedrooms.
As of this inspection, the building or dwelling unit and premises comply with the
requirements of the various codes involved.

Lease Starting Date: 09/15/2021

Lease Ending Date: 05/21/2022

Any person or persons who violate any of the provisions of this chapter or the rules and regulations adopted pursuant thereto and is or are found guilty of a violation thereof shall be punished by a fine not exceeding \$1,000 or imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

LIST OF TENANTS

JESSICA CARLSON

Current Owner: FISHER, CHRISTIAN J

Address: 109 N GRANVILLE AVE

MARGATE NJ 08402

Telephone: (267)-980-4039

C.O. No. 1002982

Date Issued: 06/27/2022

Jim Galantino, Construction Official



City of Margate City
Department of Building Inspection
9001 Winchester Avenue
Margate City, New Jersey 08402
(609) 822-1974
Fax: (609) 822-2248
Email: margate_inspection@margate-nj.com

REF#: 1002982

APPLICATION FOR RENTAL APPROVAL
MUST PROVIDE A COPY OF THE LEASE

Date: 6/3/2022 Block: 308 Lot: 8 Unit #: First Floor

Address of Rental Property: 109 North Granville Ave., Margate NJ 08402

Duration of Lease: 249 days Move-in Date: 9/15/21 Move-out Date: 5/21/22

OWNER: Name: Christian Fisher

Address: 15 Essex Court City/State/Zip: Margate NJ 08402

Phone#: 2679804039 Email: christian.j.fisher@gmail.com

AGENT: Name: Not applicable.

Address: _____ City/State/Zip: _____

Phone#: _____ Email: _____

Contact Information of person to accompany Inspector:

Name: Christian Fisher Phone #: 267 9804039

Tenants Name(s): Jessica Carlson, Chloe Carlson

Total No. of Rooms 7 No. of Bedrooms 2 No. of Baths 1

I understand that each apartment or dwelling for which a permit is issued under city ordinance shall comply with all federal, state and local requirements pertaining to housing codes and further that said dwelling or apartment shall be kept in a safe, sanitary condition, shall have proper and adequate light and ventilation, and shall be subject to all part of the Ordinance.

I hereby certify that the foregoing declarations are true to the best of my knowledge and belief, and fully understand that such declarations will be considered as if made under oath, and as to a false declaration shall be subject to penalties as provided by law for perjury.

→

[Signature]
Signature of Owner or Responsible Person in Charge

Application Fee: \$100.00

Made payable to the City of Margate

Inspection Appointments Times: Monday thru Friday- 9:30 a.m. - 3:00 p.m.

This Space is For Official Use Only:

Paid: \$ 100.00 Check ☒ Cash ☐ Credit Card ☐

Inspected By: [Signature]

Date: 6/22/2022 Clerk: [Signature]

Date: 6/22/22 Time: 2P

Check/Receipt#: 604 By: CJ Fisher



**City of Margate City
Department of Building Inspection**

9001 Winchester Avenue
Margate City, New Jersey 08402
(609) 822-1974
Fax: (609) 822-2248
Email: margate_inspection@margate-nj.com

REF#: 1002982

**APPLICATION FOR CERTIFICATION OF SMOKE ALARMS, CARBON MONOXIDE ALARM AND
FIRE EXTINGUISHER COMPLIANCE FOR MULTIPLE RENTALS OF THE SAME PROPERTY
BETWEEN THE DATES OF MAY 1 TO SEPTEMBER 30**

NOTE: This affidavit may only be used for seasonal, monthly, biweekly, and weekly rentals between the dates of May 1 to September 30, and only after a rental license has been issued for the property. In order to obtain a rental license for the seasonal rental period, the property must be inspected and approved by the City of Margate Building Department.

Date: 6/3/22 Block: 308 Lot: 8 Unit #: First Floor

Address of Rental Property: 109 North Granville Ave., Margate NJ 08402

OWNER: Name: Christian Fisher

Address: 15 Essex Court City/State/Zip: Margate NJ 08402

Phone#: 2679804039 Email: christian.j.fisher@gmail.com

Contact Person: Christian Fisher Phone: 2679804039

By making this application for a CERTIFICATE OF SMOKE DETECTOR, CARBON MONOXIDE and FIRE EXTINGUISHER COMPLIANCE (CSDCMAPFEC) for the above residential property in Margate City, I understand that this inspection shall be conducted by the owner or authorized representative of the owner. The smoke detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74. Ten-year sealed lithium battery-powered single station smoke alarms shall be installed in accordance with ANSI/UL 217 where no A/C powered smoke alarms exist. Carbon Monoxide alarms may be battery operated, hard wired or plug in type and shall be listed and labeled in accordance with UL-2034 and installed per N.J. A.C. 5:70-4.19 and NFPA 720.

THE SECTION BELOW IS REQUIRED FOR SELF INSPECTIONS / AFFIDAVITS ONLY:

- ☒ All smoke detectors are in working order and installed on each level of the premises, in every bedroom, and outside of each separate sleeping area.
- ☒ Carbon Monoxide Alarms are in working order and installed on each level of the premises and in the immediate vicinity/outside of all sleeping areas.
- ☒ A portable fire extinguisher with a minimum rating of 2A-10B:C and no more than 10 pounds is mounted within (10) ten feet of the kitchen area.

I hereby certify that the information contained herein is correct and that the dwelling at the above address meets all of the certificate requirements for smoke detector, carbon monoxide, and fire extinguisher compliance. I HAVE READ THIS APPLICATION AND UNDERSTAND THE REQUIREMENTS LISTED.

Christian Fisher

Owner/Agent (Printed)

Christian Fisher
Self-Inspection Affidavit Applicant Signature

I would like the Certificate to be:

☐ Picked Up

☐ Mailed- Address: _____ City/State/Zip: _____

☐ Faxed- Number: _____ ☒ E-mail: Christian.j.fisher@gmail.com

NOTE: A COPY OF EACH LEASE AND A COMPLETED "TENANT FORM" MUST BE ATTACHED AND SUBMITTED TO THE BUILDING DEPARTMENT PRIOR TO ANY CHANGE IN OCCUPANCY.



**City of Margate City
Department of Building Inspection**

9001 Winchester Avenue
Margate City, New Jersey 08402
(609) 822-1974
Fax: (609) 822-2248
Email: margate_inspection@margate-nj.com

REF#: 1002982

TENANT FORM

NOTE: This form is required for any change, additional, or new tenants occupying a property for seasonal, monthly, biweekly, and weekly rentals between the dates of May 1 to September 30.

Date: 6/3/22 Block: 308 Lot: 8 Unit #: First Floor

Address of Rental Property: 109 North Granville Ave., Margate NJ 08402

Duration of Lease: 108 days Move-in Date: 5/26/22 Move-out Date: 9/11/22

OWNER: Name: Christian Fisher

Address: 15 Essex Court City/State/Zip: Margate NJ 08402

Phone#: 2679804039 Email: christian.j.fisher@gmail.com

AGENT: Name: Not applicable

Real Estate Office: _____

Phone#: _____ Email: _____

INDIVIDUALS AUTHORIZED TO OCCUPY THE UNIT – LIST AND IDENTIFY EACH ADULT AND EACH CHILD UNDER 18:

<u>TENANT NAME(S):</u>	<u>Adult / Child:</u>	<u>TENANT NAME(S):</u>	<u>Adult / Child:</u>
1. <u>Jessica Veksland</u>	<u>Adult</u>	6. _____	_____
2. <u>Steve Veksland</u>	<u>Adult</u>	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

I understand that each apartment or dwelling for which a permit is issued under city ordinance shall comply with all federal, state and local requirements pertaining to housing codes and further that said dwelling or apartment shall be kept in a safe, sanitary condition, shall have proper and adequate light and ventilation, and shall be subject to all part of the Ordinance.

I hereby certify that the foregoing declarations are true to the best of my knowledge and belief, and fully understand that such declarations will be considered as if made under oath, and as to a false declaration shall be subject to penalties as provided by law for perjury.

Christian Fisher

Owner/Agent (Printed)

Owner/Agent (Signature)

This Space is For Official Use Only:

Date Registered: _____ City Official: _____

Upon execution of lease agreement, this form must be submitted to:

1. The Margate City Building Department
2. The Margate City Police Department – Fax: 609-823-8602

LEASE

THIS LEASE AGREEMENT, made the 13th day of August 2021, **BETWEEN** Christian J. Fisher, located at 15 Essex Court, Margate, NJ 08402, herein designated as the Landlord, **AND** Jessica Carlson, residing or located at 3637 Whitehall Court, Mays Landing, NJ 08330, herein designated as the Tenant;

WITNESSETH THAT, the Landlord and the Tenant hereby agree as follows:

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the apartment located at 109 N. Granville Avenue, First Floor, Margate, NJ 08402, referred to as the "Apartment". The Tenant understands, acknowledges and agrees that Tenant has the sole right to use the driveway for on-site parking.
2. **Term.** The term of this Lease is for 249 days starting on September 15, 2021, and ending on May 21, 2022. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will only be charged from the date on which possession of the Apartment is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.
3. **Rent.** The Tenant agrees to pay \$9,430.00 as rent, to be paid as follows: \$ 2300.00 to be paid upfront upon the signing of this Lease by the Tenant; \$1150 per month, due on the first day of October, November, December, January, February, and March; and \$230 due on the first day of April. Tenant acknowledges that this amount represents a monthly rent of \$1150.00 for 9 months, minus a credit for 14 out of 30 days that Tenant will not be occupying the Apartment in September 2021 and 10 out of 31 days that Tenant will not be occupying the Apartment in May 2022 (i.e. $24/30 = 80\%$; $80\% \times 1150 = \$920$ credit). Any and all payments of rent, additional rent and any security deposit must be paid by bank (certified) check, money order, cash, Venmo to Landlord's account (www.venmo.com/Christian-Fisher) or by PayPal to Landlord's email address (cjfl79@gmail.com). The Tenant must pay a late charge of \$50 for each payment that is more than 5 days late. This late charge is due with the monthly rent payment. Said late charge shall be considered additional rent. If the commencement of the Lease is delayed beyond September 15, 2021, then the rent for such partial month will be one-thirtieth (1/30) of the monthly installment of rent for each day included in such partial month.
4. **Security Deposit.** The Tenant has deposited \$1,725.00 with the Landlord as security that the Tenant will comply with all the terms of this Lease. The payment of the security deposit is due upon the signing of this Lease by the Tenant. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property,

I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

Tenant's Initials: 

the Landlord may transfer the deposit to the new owners on the Tenant's benefit. The Landlord will notify the Tenant of any sale and transfer of the deposit. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

5. **Use of Property.** The Tenant may use the Apartment only as a private residence for the following persons: Tenant only.
6. **Utilities.** The Tenant shall put in Tenant's name and shall pay when due all the rents or charges for all utilities, except water and sewer, used by Tenant (i.e., electrical, gas, cable, internet, phone, oil, etc.), which are or may be assessed or imposed upon the Apartment. Notwithstanding the previous sentence, the cable and internet for the Apartment shall remain in the Landlord's name and Tenant shall pay Landlord \$160.00 a month for the cable and internet, which shall be paid on September 15, 2021 and the first of each month thereafter. The May 1, 2022 payment shall be discounted by 80% (\$160 minus 80% = \$32). Tenant shall pay when due all the rents or charges for all utilities that cannot be placed in Tenant's name, used by Tenant, which are or may be assessed or imposed upon the Apartment or which are or may be charged to the Landlord by the suppliers thereof during the term hereof. If any utilities, whether in the name of the Landlord for which Tenant is responsible, or in the name of the Tenant are not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand, whichever is sooner. Tenant agrees not to waste or unreasonably use any utility that is provided by Landlord, or in Landlord's name.
7. **Eviction.** If the Tenant does not pay the rent within 10 days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Apartment. Rent received from any new tenant for the existing period of the term will reduce the amount owed the Landlord.
8. **Remedies Upon Tenant's Default.** If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the Apartment or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the Apartment and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, relet the Apartment and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney

I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

Tenant's Initials:



fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month. The Tenant waives any rights of redemption to which the Tenant or any other person claiming under Tenant might be entitled, after an abandonment of the Apartment, or after a surrender and acceptance of the Apartment, or after a dispossession of the Tenant from the premises, or after a termination of this Lease, or after a judgment against the Tenant in an action for eviction or ejectment, or after the issuance of a final order or warrant of possession in summary proceeding, or any other proceeding or action authorized by law.

9. **Termination on Default.** Upon the occurrence of any of the contingencies set forth in the preceding paragraph, or should the Tenant be adjudicated bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this Lease and the term hereof, without thereby releasing the Tenant, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without impediment and without liability for damages.

10. **Intentionally Deleted.**

11. **Care of the Apartment.** The Tenant has visited and walked through the Apartment and is satisfied with its present physical condition. Within 24 hours of occupying the Apartment on September 15, 2021, the Tenant will examine the Apartment, including the living quarters, all facilities, furniture and appliances, and will complete and execute the Property Condition Form attached hereto as Exhibit "A". The Tenant has entered into this Lease without any representation on the part of the Landlord as to the condition of the property, including the Apartment. The Tenant shall take the Apartment in its "as is" condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant shall handle and dispose of all rubbish, garbage and waste in accordance with regulations established by the Landlord. The I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

Tenant's Initials:



Tenant shall not encumber or obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clear condition, free from debris, trash and refuse. The Tenant shall not remove any furnishings or Landlord's personal property from the Apartment or move same into the garage. If Tenant wishes to remove an item, Tenant shall contact Landlord to discuss such removal and receive Landlord's consent prior to doing so. Without limiting the generality of the foregoing, Tenant shall:

- a. Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant;
- b. Keep and maintain the Apartment in a neat, clean, safe and sanitary condition;
- c. Drive and park vehicles only in designated areas, if any;
- d. Take good care of the Apartment and all equipment, fixtures, carpeting and appliances located in it;
- e. Keep the furnace clean, and regularly change the furnace filters, if applicable;
- f. Keep nothing in the Apartment which is flammable, dangerous or which might increase the danger of fire or other casualty;
- g. Promptly notify the Landlord of any condition which requires repairs to be done;
- h. Use the electric, plumbing and other systems and facilities in a safe manner;
- i. Promptly remove all garbage and recyclables from the Apartment and place it at the curb (or other designated area) in the proper containers in accordance with the prescribed pick-up schedule;
- j. Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages;
- k. Use no more electricity than the receptacles, wiring or feeders to the Apartment can safely carry;
- l. Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal property, including stainless steel appliances, granite countertops and flooring;
- m. Do nothing to destroy, deface or damage any part of the Apartment;
- n. Regularly replace and/or clean any and all lint filters or other filters attached to washer and dryer appliances;
- o. Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the Tenant;
- p. Do nothing which interferes with the use and enjoyment of neighboring properties;
- q. Do nothing to cause any damage to any trees or landscaping on the Premises;
- r. Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects;
- s. Comply with such rules and regulations that may be published from time to time by the Landlord;
- t. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- u. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- v. Not obstruct or cover the windows or doors, not put any signs or projection in or

I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

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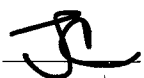


out of the windows or exteriors;

- w. Not leave windows or doors in an open position during any inclement weather;
- x. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- y. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- z. Keep all air conditioning filters clean and free from dirt;
- aa. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- bb. Tenant's family and guests shall at all times maintain order in the Apartment and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- cc. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- dd. Ensure that all sand and dirt on Tenant, Tenant's immediate family, their guests and any personal property of such individuals is removed prior to said person or property entering inside of the Premises.

12. **Repairs by Landlord.** If the Apartment is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. If the Landlord has determined, in Landlord's sole discretion, that the Tenant must leave the Apartment because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is totally destroyed because of damage not resulting from the Tenant's act or neglect, this Lease will end and the Tenant will pay rent up to the date of destruction.
13. **Fire and Other Casualty.** In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the Apartment shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the Apartment be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the Apartment shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the Apartment be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event, however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the

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payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

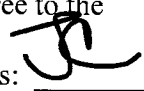
14. **Interruption of Services.** The landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control.
15. **Alterations, Improvements.** No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to any portion of the property and/or Apartment, without the written consent of the Landlord. By way of example, the Tenant may not: Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented or glued in; Install any locks or chain guards; Wallpaper, paint, affix wall coverings or other permanent type decorations; Nail, tack or otherwise attach any decorative item or any other item whatsoever to the walls or ceilings; or Install or change the electrical, plumbing, heating or air cooling system. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to any portion of the property and/or Apartment, shall belong to and become the property of the Landlord and shall be surrendered with the Apartment and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.
16. **Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this Apartment and/or its contents, at the Tenant's own cost and expense.
17. **Nonwaiver by Landlord.** The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.
18. **Assignment.** The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Apartment or any part thereof. Any such consent by the Landlord shall be held to apply only to the specific transaction thereby authorized. The collection of rent by Landlord from any assignee, sub-tenant or other occupant shall not be deemed an acceptance of the assignee, sub-

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tenant or occupant as a tenant or release of the Tenant from its obligation under this Lease. If Landlord consents in writing to an assignment or subletting, then such consent shall be deemed, unless otherwise specified, to be conditioned upon the provision that such assignment and/or subletting shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease including, but not limited to, the use permitted by this Lease, and the Tenant shall continue to be and remain liable hereunder.

19. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, repair, improve or show it. Reasonable notice as used in this paragraph shall mean notice at least twenty-four (24) hours in advance. Such notice may be accomplished under this paragraph by either providing notice in accordance with paragraph 29 of this Lease; or by calling the Tenant and either speaking with Tenant directly or leaving a voice mail; or by sending an e-mail or a fax correspondence to Tenant. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter the Apartment without the Tenant's consent.
 20. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of the Apartment herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Apartment for the term aforementioned.
 21. **Mortgage Priority.** This lease shall not be a lien against the said land or Apartment in respect to any mortgages that are or which may hereafter be placed upon said land or Apartment. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording. This Lease is and shall be subject and subordinate at all times to such mortgages and this provision shall be self-operative and no further instrument of subordination shall be necessary to establish or enforce such subordination. However, in the event the Landlord desires confirmation of such subordination, Tenant shall execute promptly and without charge therefor any certificate that Landlord may request and the Tenant hereby constitutes and appoints the Landlord as the Tenant's attorney-in-fact to execute, at the Landlord's option, any such certificates or and on behalf of the Tenant. Such certificate may also contain, at the election of the mortgagee, an agreement whereby the Tenant will attorn to said mortgagee as the Landlord in the event of a foreclosure or to any party taking title through said mortgage in such event. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.
 22. **Hazardous Use.** The Tenant will not keep anything in the Apartment which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.
 23. **Restriction of Use.** The Tenant shall not occupy or use the Apartment or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, scandalous, or
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extra hazardous on account of fire or other casualty, nor for any purpose which could tend to injure the reputation of the Apartment or the Landlord or which could be deemed a nuisance to the premises, the Landlord, any other Tenants, the neighborhood or the general public. The Tenant's use shall be subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and the Fire Insurance Rating Organization and the Board of Fire Insurance Underwriters, and any similar bodies, having jurisdiction thereof. The provisions of this paragraph shall be interpreted and construed in favor of the Landlord's right to restrict the occupancy and use of the premise.

24. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.
25. **Holdover.** If Tenant remains in possession of the Apartment after expiration of the term, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at a new rental amount of \$6,000.00 a month until Labor Day. Tenant understands, acknowledges and agrees that the fair market rental amount of the Apartment from Memorial Day to Labor Day is \$18,000.00 and that \$6,000.00 a month is reasonable, not unconscionable and in accordance with the rental market in Margate during that time period. Tenant shall also continue to pay all other additional rent due hereunder. In addition to the foregoing, Tenant shall be liable for all damages, direct and consequential, incurred by Landlord as a result of such holdover, including, but not limited to, the loss of contracts or negotiations with respective Tenants for the rental of the Apartment.
26. **Renewals and Changes in 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. If the new lease is for the timeframe of Memorial Day to Labor Day, then Tenant understands, acknowledges and agrees that the rent shall be in accordance with paragraph 25 above, which rental amount is reasonable and the fair market rental for the Apartment from Memorial Day to Labor Day. The Tenant will be notified of any proposed new lease at least 90 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 60 days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new lease.
27. **Pets.** No dogs, cats, or other animals are allowed in this Apartment without the Landlord's prior written consent.
28. **Smoking.** Smoking is prohibited within the Apartment. Tenant agrees that Tenant, Tenant's agents or guests will not smoke within the Apartment, including on the deck.
29. **Notices.** All notices required under the terms of this Lease, except as set forth in paragraph 19, must be written and shall be given and shall be complete by mailing such I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

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notices by certified mail, return receipt requested, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

30. **Miscellaneous.** Tenant acknowledges that third parties (i.e. other tenants) will be living in unit located above the Apartment for duration of the lease term. Tenant will have access to the garage on the premises for the storage of personal property. Tenant will be given a key to the garage and agrees to lock the garage after each use. Tenant acknowledges that third parties' (i.e. other tenants') personal property will also be stored in the garage. Along with the second floor tenant (if any), Tenant shall have responsibility for snow and ice removal at the premises, specifically, the entryway to the Apartment, sidewalk and driveway. Tenant agrees to keep heat on during the months in which the average temperature is at or below freezing (i.e. 32 degrees F) (generally, November, December, January and February) at a minimum of 55 degrees Fahrenheit. This is a precautionary measure to ensure pipes within the Apartment do not freeze. Tenant acknowledges that the Apartment is located within a flood zone, and that the intersection of Winchester Ave. and Granville Ave. is subject to periodic flooding.
31. **Signs.** The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto. The Tenant shall obtain any required permits or approvals for such signs.
32. **Crime Insurance and Other Insurance.** The Landlord does not provide insurance for the Tenant against criminal acts. The Tenant may obtain such insurance by contacting the Tenant's own insurance company. The Landlord recommends that Tenant obtain, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant acknowledges that Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Landlord also recommends that the Tenant's insurance policy, if any, include liability coverage.
33. **Condemnation - Eminent Domain.** If the land and Apartment leased herein, or of which the Apartment is a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and/or shall sell and convey the said property, Apartment, or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and Apartment or any

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portion thereof, then this Lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and Apartment or any portion thereof. The Tenant covenants and agrees to vacate the said Apartment, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

34. **Reimbursement of Landlord.** If the Tenant shall fail or refuse to comply with the terms, and/or perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants or take any required action, and charge the cost and expense, including reasonable attorneys' fees, to the Tenant, and the said cost and expense shall be payable as additional rent on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained. If the Tenant shall fail to cure any default in the payment of rent or any other charge or obligation to the Landlord, then interest shall accrue on said unpaid amount at an annual rate equal to 5% above the prime rate as set forth in the Wall Street Journal in effect on the due date and adjusted monthly thereafter, but in no event to exceed the maximum rate allowed by law for an entity such as the Tenant.
35. **Right to Exhibit.** The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the Apartment to persons wishing to rent or purchase the same, and Tenant agrees that on and after 120 days next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said Apartment or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.
36. **Removal of Tenant's Property.** Any property of the Tenant, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or
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otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

37. **Non-Liability of Landlord.** The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or this or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. If the Landlord shall breach any provision hereof, the Landlord's liability shall be limited to actual or compensatory damages and under no circumstances shall include consequential, punitive or exemplary damages of any kind and shall in no event exceed the Landlord's interest in the Apartment as of the date of the Landlord's breach, and the Tenant expressly agrees that any judgment or award which it may obtain against the Landlord shall be recoverable and satisfied solely out of the right, title and interest of the Landlord in the Apartment and Tenant shall have no rights against any other property or asset of the Landlord, nor shall any other property or asset of the Landlord be subject to levy, execution or other enforcement proceedings for the collection of any such sums or satisfaction of any such judgment for award.
38. **Nonperformance by Landlord.** This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.
39. **Waiver of Subrogation Rights.** The Tenant waives all rights of recovery against Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from Tenant's insurance carriers and will deliver to the Landlord waivers of the subrogation rights under the respective policies.
40. **Conformation with Laws and Regulations.** The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

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41. **Cumulative Remedies.** The specific remedies to which the Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.
42. **Vacancy or Abandonment.** In the event that the premises shall become vacant as a result of being vacated or abandoned by the Tenant during the term and such vacancy or abandonment shall exist for a period of one month, the Landlord may re-enter the premises, either by force or otherwise, without being liable to prosecution therefor and relet said premises and receive the rent therefor and apply the same first to payment of such expenses as the Landlord may be put to in re-entering and re-renting and then to payment of rent due under this Lease. In addition, such vacancy or abandonment shall constitute a default under this Lease. In any event, the Tenant shall remain liable for any deficiency.
43. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.
44. **Parties.** The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
45. **New Jersey Law to Apply.** This Lease shall be construed under, and in accordance with the laws of the State of New Jersey, and all obligations with the parties created by this Lease are performable in Atlantic County, New Jersey.
46. **Consent to Jurisdiction and Venue.** Both parties hereby consent and agree to be bound that any litigation with respect to any aspect of this Lease Agreement shall be filed in the Superior Court of New Jersey, Atlantic County, located at 1201 Bacharach Blvd., Atlantic City, New Jersey 08401. The parties acknowledge that each has had an opportunity to consult with independent counsel with respect to this paragraph.
47. **Voluntary Contract.** The parties executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions need to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice, if so desired, prior to signing this Lease.
48. **Entire Contract.** This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify

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the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

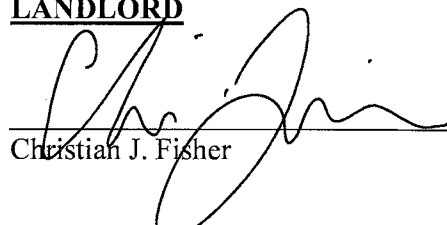
49. **Interpretation of Contract.** This Lease is deemed to reflect the joint drafting efforts of both parties and in the event any dispute arises regarding this Lease or its interpretation, both parties shall be considered joint authors of this Agreement and no provisions shall be interpreted against either party because of authorship.
50. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

I acknowledge, by placing my initials on this page, I have read, understood and agree to the terms of each paragraph set forth on this page.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or cause these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year set forth below.

LANDLORD

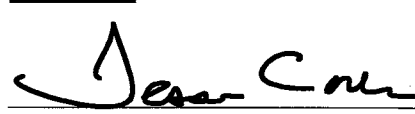
Dated: 8/13/2021



Christian J. Fisher

TENANT

Dated: 08/13/2021



Signature

Jessica Carlson

Print Name – Jessica Carlson

Dated: _____

Signature

Print Name

THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

The word "Landlord" as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives. The word "tenant" as used in this Lease means all of the tenants above listed.

WHEREAS, Lessor is the fee owner of certain real property being lying and situated in Atlantic County, New Jersey, such real property having a street address of 109 N. Greenville Ave., First Floor, Margate NJ 08402 (hereinafter referred to as the "Premises")

WHEREAS Tenant has submitted to lessor the Premises from 1 to 10 years in the terms and conditions as contained herein;

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord and the above described Premises together with any and all appurtenances thereto for a term of one hundred and eighty (180) days, starting on May 26, 2022 and ending September 14, 2022. The Landlord, sole lessor and/or, further, Tenant of the Landlord cannot give the Tenant possession of free premises at the start of this Lease. However, it will only be charged from the date on which possession is made available and the Landlord and Tenant have possession within 7 days. The Tenant may terminate this Lease by giving notice to Landlord.

3. **INITIAL DEPOSIT, PAYMENT OF INITIAL DEPOSIT, RENT, SECURITY DEPOSIT AND UTILITY DEPOSIT:** The Tenant shall pay an initial deposit of five thousand and three hundred and thirty three DOLLARS (\$5,333.00) on or before January 10, 2022. The initial deposit shall be non-refundable except in accordance with the terms of this lease and shall be credited towards rent owed by the Tenant. Landlord currently holds one thousand and nine hundred and twenty four DOLLARS (\$1,924.98) of Tenant funds, which includes \$2.65 in interest, which shall be credited towards Tenant's initial deposit. Tenant acknowledges that Tenant is aware of the current circumstances surrounding the continuing pandemic including but not limited to restrictions and/or closures related to beaches, bars, cafes, bars, restaurants and other public areas and that the current circumstances will continue for the duration of the lease term and expressly agrees to the terms of this lease and that the lease is not terminable by Tenant and the initial deposit and additional rent installments are non-refundable with an understanding of those circumstances, restrictions and limitations.

The remaining 200,384, or 19.3%, are (2) capital instruments totaling 109 thousand, 0.1% of \$1.25 billion, the first of which have been sold March 17, 2003, and (3) second-to-final instalment sales of \$1.25 billion, sold Nov. 26, 2002, and

International

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	

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to the Tenant assuming possession of the Premises. The security deposit and utility deposit are also due on or before May 26, 2022 prior to the Tenant assuming possession of the Premises. The Tenant must pay a late charge of fifty dollars (\$50.00) as additional rent for each payment that is more than ten (10) days late. The Tenant must also pay a fee of fifty dollars (\$50.00) as additional rent for any dishonored check. In such event, the Landlord reserves the right to demand that future rent payments be made in cash, bank or certified check. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Lease, by wire (Christine Pichot) or by PayPal to Landlord's email address (cjp173@gmail.com) with prior notice to Landlord, on or before the due date and without demand.

4. **SECURITY DEPOSIT.** Prior to occupying the Premises and on or before May 26, 2022, Tenant shall deposit with Landlord the sum of one thousand eight hundred and seventy five DOLLARS (\$1,875.00), as security for any damage caused to the Premises during the term hereof and as security that the Tenant will comply with all of the terms of this Lease. In accordance with the Real Security Deposit Act (N.J.S.A. 46:8-12 et seq. the "Act"), Landlord will pay Tenant interest on Tenant's security deposit, less any service fee charged by the bank or investment company. The Landlord will fully comply with the Act. This includes the Landlord depositing the security deposit in an interest-bearing account, and notifying the Tenant of certain information concerning the security deposit within 30 days of receiving the deposit: the name and address of the bank where the security deposit is held, the type of account in which the funds are deposited, the amount of the deposit and the actual rate of interest.

The Act also requires payment to both the Tenant of all interest earned on the Security Deposit upon the anniversary date of this Lease or the renewal or the term of this Lease. At the time of a change in the type of account or a change in the banking institution or investment company, Landlord shall again notify Tenant of (i) the name and address of the banking institution or investment company in which the Security Deposit is deposited or invested, and the amount of Security Deposit, and (ii) the current rate of interest for the account. Such a notice shall also be given to the Tenant at least 30 days before the change is made.

The Landlord may disburse from the Security Deposit any monies due to the Tenant from the Tenant's failure to comply with any of the terms of this Lease. If the Landlord does so, upon demand, the Tenant shall promptly restore the Security Deposit to its original sum. The Security Deposit shall not be used by the Tenant for the payment of rent without the written consent of the Landlord.

The Landlord shall, at the end of the term of the Lease, or at the end of the Term, within 30 days of the termination of this Lease, the Landlord shall return the Security Deposit, plus the distributed interest to the Tenant, less any charges expended by the Landlord for damages to the Premises caused by the Tenant's occupancy. The interest and deductions shall be itemized in a statement by the Landlord and shall be provided to the Tenant with the balance of the Security Deposit. Any charges shall be paid to the Landlord within 30 days of the termination of this Lease.

If the Landlord sells or transfers the Premises during the Term of the Lease, the Landlord will transfer the Security Deposit plus the undistributed interest to the new owner. Landlord shall notify the Tenant of the sale and transfer, as well as the name and address of the new owner. The notice shall be in writing, registered or certified mail within five days after conveyance of the Premises. After acquisition of the Premises, the new owner shall have all responsibility regarding the Security Deposit and the Landlord shall have no further responsibility.

5. **POSSESSION AND USE OF PREMISES.** The Landlord shall give possession of the Premises to the Tenant for the Term of this Lease, except as otherwise provided in this Lease. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of Tenant's two children, exclusively, as a private single family dwelling, and no part of the Premises shall 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 any purpose other than as a private single family dwelling. Tenant shall not allow any other person other than Tenant's immediate family, transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. The Premises shall not be allowed to be vacant for any extended period of time.
6. **CONDITION OF PREMISES.** Tenant signifies, represents and warrants that Tenant has examined the Premises, including the living quarters, all facilities, furniture and appliances, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Tenant must notify Landlord in writing of any observed defects

in the Premises or on the Premises' furnishings within 48 hours of occupying the Premises. This written notification, if any, will be appended to this Lease, and Landlord agrees that Tenant will not be responsible for the defects under the Lease.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Lease, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. The Landlord may withhold such permission in Landlord's sole and absolute discretion. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have seven (7) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the tendered Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES AND UTILITY DEPOSIT.** All utilities shall be arranged by Landlord, and Landlord will pay for the following utilities: cold water, hot water, and sewer. Tenant will pay for the following utilities as additional rent: electricity, heat, gas, cable and internet, and air conditioning (i.e. electricity). Prior to occupying the Premises and on or before May 26, 2022, Tenant shall deposit with Landlord the sum of nine hundred DOLLARS (\$ 900.00) for Landlord's use in paying for the Tenant's obligations to pay utilities as additional rent ("Utility Deposit"). Landlord shall keep records of all utilities owed by Tenant and paid by Landlord from the Utility Deposit. Landlord shall provide records to Tenant at the end of the Lease term, and shall return any remaining Utility Deposit to the Tenant within 30 days of the end of the Lease term. Tenant shall be obligated to pay the additional rent costs for utilities in excess of \$900.00. Landlord agrees to prorate rent for utilities in May 2022 and September 2022. Tenant agrees not to waste or unreasonably use any utility or appliance that is provided to the Tenant. Landlord shall not be responsible for any damages or loss caused to Tenant or Tenant's property because of an interruption of utility services over which Landlord has no reasonable means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent. However, if basic utilities such as gas, water and electricity are unavailable for an extensive and unfixable amount of time, Tenant may terminate the Lease.

11. **MAINTENANCE AND REPAIR RULES.** Tenant must, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof, and in as good condition as it is at the start of this lease, except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damage caused by the act or neglect of the Tenant, the Tenant's immediate family or their visitors. The Tenant will remove all of the Tenant's property at the end of this Lease, and any property that is left becomes the property of the Landlord and may be thrown away without limiting the generality of the foregoing, Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant;
- (b) Keep and maintain the Premises in a neat, clean, safe and sanitary condition;
- (c) Drive and park vehicles only in designated areas only;
- (d) Take good care of the Premises and all equipment, fixtures, carpeting and appliances located in it;
- (e) Keep the furnace clean and regularly change the furnace filters, if applicable;
- (f) Keep nothing in the Premises which is flammable, dangerous or which might increase the danger of fire or other casualty;
- (g) Promptly notify the Landlord of any condition which requires repairs to be done;
- (h) Use the electric, plumbing and other systems and facilities in a safe manner;
- (i) Promptly remove all garbage and recycle it from the Premises and place it at the curb (or other designated area) in the proper containers in accordance with the prescribed pick-up schedule;
- (j) Not engage in an activity which results in a cancellation or an increase in the cost of the Landlord's insurance coverage;
- (k) Use no more electricity than the accessible wiring or feeders to the Premises can safely carry;

Landlord's Initials: _____ Tenant's Initials:

- (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal property, including stainless steel appliances, granite countertops and flooring.
- (n) Do nothing to destroy, deface or damage any part of the Premises;
- (o) Regularly replace and/or clean any and all lint filters or other filters attached to washer and dryer appliances;
- (p) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the Tenant;
- (q) Do nothing which interferes with the use and enjoyment of neighboring properties;
- (r) Do nothing to cause any damage to any trees or landscaping on the Premises;
- (s) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects;
- (t) Comply with such rules and regulations that may be published from time to time by the Landlord;
- (u) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (v) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (w) Not obstruct or cover the windows or doors, not put any signs or projection in or out of the windows or exteriors;
- (x) Not leave windows or doors in an open position during any inclement weather;
- (y) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (z) Not erect or permit any boxes, crates to be placed upon any door or window without the prior written consent of Landlord;
- (aa) Keep all air conditioning filters clean and free from dirt;
- (ab) Keep all lavatories, sinks, showers and other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, and refuse to be scattered, thrown or deposited thereon. Any damage to any such apparatus or fixture of cleaning, disposal or plumbing resulting from misuse shall be borne by Tenant;
- (ac) Tenant shall maintain a quiet and peaceful order in the Premises and at all places on the Premises, and shall not make or permit to be made any loud noises, or otherwise disturb other residents;
- (ad) Keep all music, electronic music, television, etc., turned down to a level of sound that does not disturb neighbors with their guests and family;
- (ae) Pets are allowed and dogs must be kept on leash by the Tenant, their immediate family, their guests and any personal property of such individuals, and no person or property entering inside of the Premises;
- (af) From the time Tenant takes possession of the Premises, up to the bathroom, that Tenant's dog is not permitted inside of the Premises to scratch any furniture on the Premises, and that Tenant's dog does not make excessive noise or be a nuisance to the Landlord's children.

12. DAMAGE TO PREMISES: If the Premises is damaged or needs repair, the Tenant must promptly notify the Landlord, who will have the right to make the repairs. If the Tenant may be liable for the cost of such repairs and replacements as entered in this lease. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty and caused by the negligence of the Tenant, the Tenant shall immediately notify Landlord and this Lease shall terminate from such time as to the purpose of enforcing rights that may have then accrued hereunder. The rental payment for hereon shall then be apportioned to by and between Landlord and Tenant up to the time of such injury or destruction of the Premises. Tenant paying rent up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rent shall arise in the proportion that the injured parts bears to the whole Premises, and such parts so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms. The Landlord is not responsible for any inconvenience or interruption of services due to repair, improvement or for anything beyond the Landlord's control. Landlord shall not be obligated to repair or restore any improvements that Tenant has made in the Premises. Either party may cancel this Lease if the Premises is so damaged by fire or other casualty that the property cannot be repaired within 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties. The Lease shall end if the Premises is totally destroyed. The Tenant shall pay rent to the date of destruction. If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, the Tenant shall pay for all repairs and other damages.

13. VIOLATION, EVICTION AND RE-ENTRY: The Landlord reserves the right of re-entry. This means that if the Tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Premises. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court.

[Handwritten signature]

The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Premises. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to any eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-venting, cleaning and repairing the Premises. Rent received from any new tenant will reduce the amount owed to the Landlord.

14. **COMPLIANCE WITH LAWS.** The Tenant must comply with the laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering the Premises.
15. **ADDITIONAL RENT.** Landlord may perform any obligations under this Lease which are Tenant's responsibility and which Tenant fails to perform. The cost to Landlord for such performance may be charged to Tenant as "additional rent" which shall be due and payable with the next installment of monthly rent. The additional rent may include reasonable attorney's fees incurred by Landlord because of Tenant's failure to perform under this Lease. Landlord has the same rights against Tenant for failure to pay additional rent as Landlord has for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.
16. **INSURANCE.** The Landlord recommends that Tenant obtain, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant acknowledges that Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Landlord also recommends that the Tenant's insurance policy, if any, include liability coverage.
17. **NO ALTERATIONS OR INSTALLATION OF EQUIPMENT.** The Tenant may not alter or change the Premises without first obtaining Landlord's written consent. By way of example, the Tenant may not:

- (a) install any improvement to walls, carpeting, flooring, floor tiles, or any other improvement which is nailed or fastened down, whether or not visible;
- (b) install any lock on main door;
- (c) wallpaper, paint, or otherwise alter or cover up any permanent type decoration;
- (d) nail, tack or otherwise attach any decorative item or any other item whatsoever to the walls or ceilings;
- (e) install, alter, or otherwise interfere with the existing heating or air conditioning system.

Any and all improvements or alterations made by the Tenant without the Landlord's written consent shall be removed by the Tenant on termination of this Lease. The Premises shall be in substantially the same condition at the end of the Term as it was at the beginning of the Term, fair wear and tear excepted. All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid for by the Tenant, and shall remain in full force and effect for the term of this Lease, unless the Landlord demands that the Tenant remove them. The Landlord shall maintain any construction lien or other claim to be filed against the Premises. If any such lien or claim is filed, the Tenant shall have it promptly removed.

18. **ACCESS TO THE PREMISES.** The Landlord or Landlord's agents shall have access to the Premises on reasonable notice to the Tenant in order to (a) inspect the interior and exterior of the Premises, (b) make necessary repairs, alterations, or improvements, (c) comply with laws, ordinances, or orders of prospective buyers, appraisers, tenants, contractors or insurers, and (d) maintain entrance to the Premises without undue delay in the event of an emergency.

19. **SUBORDINATION OF INTEREST.** All the lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or other encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or other encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances, and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

20. **RENEWALS AND CHANGES IN THE 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 reject or accept the new Lease at least thirty (30) days before the end of the term. If the Tenant does not notify the Landlord of Tenant's acceptance, the Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the new Lease, the Tenant must vacate the Premises at the end of the Term.

21. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

22. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises to Landlord in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.
23. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof. The Tenant will not interfere with the quiet enjoyment of any other Tenant under Landlord.
24. **RULES.** The Tenant will comply with all rules and restrictions contained in or attached to this Lease, and upon reasonable notice accept reasonable changes in such rules and restrictions made by the Landlord. The Tenant will likewise be responsible for the acts of the Tenant's immediate family and visitors.
25. **LIABILITY OF LANDLORD AND TENANT, AND INDEMNIFICATION.** The Landlord is not legally responsible for any loss, injury or damage to any person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic employees, guests or visitors, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions by such parties.
26. **DAMAGES.** The Tenant is liable for all Landlord's damages caused by Tenant's breach of this Lease. Such damages may include, but not be limited to, loss of rent, the cost of preparing the Premises for re-renting, costs to repair the Premises and its furnishings, brokerage commissions in finding a new tenant as a result of Tenant's eviction or Tenant moves out prior to the end of the Term, as well as its reasonable attorney's fees and court costs.
27. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any such rules imposed by Landlord, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.
28. **ABANDONMENT.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, re-rent the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, re-decorate Tenant's Premises or any part thereof, for the whole or any part thereof, for the whole or any part of the term unexpired of the term and may receive and collect full rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term of this Lease had Tenant remained in the Premises and the net rent for such period realized by Landlord by means of such reletting. If Landlord re-rents the Premises or any part thereof following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of the such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability and damages in connection with such disposal.
29. **ATTORNEYS FEES.** Whenever it becomes necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rental or gaining possession of the Premises, Tenant agrees to pay all expenses incurred, including a reasonable attorney's fee.
30. **RECORDING OF AGREEMENT.** Tenant shall record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, then, upon demand by Landlord, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
31. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
32. **SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
33. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
34. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
35. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
36. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder. Further, the Landlord does not forfeit or waive any rights by accepting rent or by failing to

enforce any terms of this Lease. The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.

37. **ASSOCIATION BYLAWS, RULES AND REGULATIONS.** If Premises is subject to any Association Bylaws and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including any amendments.

38. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. No representations have been made by the Landlord or its real estate broker or agents except as set forth in this Lease. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.

39. **FURNITURE.** If the Premises is leased in furnished condition, or if the Landlord leaves personal property to be used by the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair.

40. **PETS AND SMOKING.** No dogs, cats or other pets shall be permitted on the Premises without the prior written consent of the Landlord, which the Landlord may withhold in the Landlord's sole and absolute discretion. Tenant, Tenant's immediate family, guests or other persons may not smoke cigarettes or any other tobacco product inside the Premises, on the deck, or outside of the Premises if within a 10 foot radius of the building. Notwithstanding sentence 1 of clause 40, Landlord agrees to allow one (1) small (15 lbs. dog) brown poodle on the Premises. Tenant has represented that the dog is quiet and house-trained. Tenant agrees to abide by conditions outlined in clause 55, and acknowledges that Landlord will only allow dog on Premises if conditions are fulfilled.

41. **END OF TERM.** At the end of the term, the Tenant shall (a) leave the Premises clean, (b) remove all of the Tenant's property (except the furniture and furnishings) by leaving, (c) make arrangements for final utility readings and pay all final utility bills (if applicable), and (d) vacate the Premises and return it with all keys to the Landlord in the same condition as it was at the beginning of the term, except for normal wear and tear.

42. **NOTICE.** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused. Any notice is deemed to be effective if it has been effectively given. Notices shall be given by (a) personal delivery or (b) certified mail, return receipt requested, unless applicable law requires a different means of notice. Notices sent by certified mail shall be deemed to be given on the date of this Lease, and to the Tenant at the Premises. Landlord and Tenant shall each have the right to change the place notice is to be given under this paragraph by written notice to the other. The notice shall be given under this paragraph by written notice to the other.

43. **ATTORNEY REVIEW PERIOD**

(1) Study by Attorney

The Tenant or the Landlord, if they so desire, may consult an attorney to study this Lease. If an attorney is consulted, the attorney must complete his or her review of the Lease within an immediate period. This Lease will be legally binding at the end of this three-day period unless an attorney for the Tenant or the Landlord disapproves or disapproves of the Lease.

(2) Counting the Time

You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays, Sundays or holidays. The Tenant or the Landlord may agree in writing to extend the three-day period for attorney review.

(3) Notice of Disapproval

If an attorney for the Tenant or the Landlord disapproves or disapproves of this Lease, the attorney must notify the Broker(s) and the other party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) or other party, such as the Landlord, by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker(s) or the Landlord's address. The attorney may also, but need not, inform the Broker(s) or Landlord of any suggested revisions to the Lease that would make it satisfactory.

44. **BROKER'S COMMISSION:** The Broker's Commission is earned, due and payable upon signing of a fully executed Lease Agreement and satisfaction of the Attorney Review Period. The Commission shall be paid by the:

Landlord in accord with previously executed Listing Agreement.

Tenant and shall be payable as follows:

Listing Broker:

Commission:

Address:

Telephone Number:

Participating Broker:

Commission:

Address:

Telephone Number:

45. **LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT:** (Applies to dwellings built before 1978) The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy of the document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed, signed by Tenant, Landlord and Broker(s) and is appended to and made a part of this Lease.

46. **FLOOD PLAIN NOTIFICATION:** Tenant acknowledges that the Premises is located within a flood zone.

47. **WINDOW GUARD NOTIFICATION:** THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE 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 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. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. 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.

48. **MEGAN'S LAW STATEMENT:** UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA IN THEIR PROFESSIONAL CAPACITY. REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.

49. **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Premises.

50. **DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

(s) _____ (name of firm) AND _____ (name(s) of licensee(s)) AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one): LANDLORD'S AGENTS, TENANT'S AGENTS, DISCLOSED DUAL AGENTS, TRANSACTION BROKERS.

(b) INFORMATION SUPPLIED BY _____ (name of other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one): LANDLORD'S AGENT; ONLY TENANT'S AGENT; ONLY DISCLOSED DUAL AGENT; TRANSACTION BROKER.

51. **ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT:** (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one.) By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and responsibilities of residential tenants and landlords in New Jersey".

52. **SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHERS COMPLIANCE:** The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAFFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

53. **PRIVATE WELL TESTING:** (This section is applicable if the Premises's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act") - N.J.S.A. 58:12A-26 to 37). By March 1st, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Premises in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to any new tenant at the Premises. If the Premises is for "seasonal use or rental," the Landlord shall either post the test results in a readily accessible location inside of the Premises or provide a written copy thereof to the tenant, a "seasonal use or rental" means use for rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received the test results, acknowledges the posting thereof inside of the Premises in accordance with the Act.

54. **MILCAV STAY REGISTRY:** Tenant certifies that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.milca.com.

55. **OTHER LEASE PROVISIONS IF ANY:**

- Tenant acknowledges maintenance of window AC units and that Landlord will provide three (3) units; one (1) unit for use in each bedroom, and one (1) unit for use in the kitchen/bathroom area. Tenant is permitted to bring additional window AC units if needed.

- Tenant shall not remove any furnishings or Landlord's personal property from the Premises, and shall not move such items outside of the residence, including into the street. If Tenant wishes to remove any item, they shall contact Landlord to discuss such removal and receive Landlord's consent prior to doing so.

- Clean will be furnished and power and water will be provided. Tenant must provide towels, linens and basic cleaning supplies (i.e. detergent, etc.), and otherwise clean, remove items that Tenant requires for use.

- Tenant shall have access to the driveway, as the parking area located on the driveway.

- Tenant acknowledges that the fire alarm is a smoke detector and will be tested under any circumstances.

- If Tenant possesses furniture or other items which they possess, Tenant shall ensure that such furniture or other items are returned to their original location or to the part of the house when.

- Tenant acknowledges that the third party, or other tenant, will be living in the house above during the rental period.

- Tenant will have access to the garage on the Premises for the storage of personal property. Tenant will be given a key to the garage and agree to lock the garage after each use. Tenant acknowledges that third parties' (i.e. other tenants') personal property will also be stored in the garage.

- Conditions for dog on Premises: Tenant agrees to abide by the following conditions in regard to the use (1) dog allowed on the Premises; (2) Tenant will not allow the dog to walk, lay or sleep on bedding or furniture; (3) Tenant agrees to bring required items for the dog to be washed and to go to the bathroom outside; (4) Tenant agrees that if Tenant leaves the house, the dog is kept in its crate; and (5) Tenant agrees to clean the Premises in regard to the dog before the end of the Lease Term. Tenant agrees to pay, out of the security deposit, all extra cleaning costs paid by the Landlord and/or third parties as a result of the dog being on the Premises, as determined in the Landlord's discretion.

- Tenant is permitted to bring a small grill for use during the Lease Term. Tenant agrees to place such grill on the driveway or in the backyard at a specific location as determined in the Landlord's sole discretion, agree to maintain and use such grill in accordance with any and all applicable codes, ordinances, laws and safety regulations, including but not limited to provisions related to the safe disposal of charcoal, and provided it is safe to do so and such grill is cooled and not in use, store such grill safely inside of the garage.

- Tenant agrees not to discharge any type of substance or debris into the yard, including stones in the backyard.

As to Landlord this _____ day of _____, 2022.

LANDLORD: Christian J. Fisher

Sign: _____

Date: _____

Fisher

Date: 1/19/22

As to Tenant this _____ day of _____, 2022.

TENANT: Steven Velezland

Sign: _____

Date: _____

Steven Velezland

Date: 1/19/22

TENANT: Steven Velezland

Sign: _____

Date: _____

Steven Velezland

Date: 1/19/2022