

DAVENPORT VILLAGE APARTMENTS LEASE AGREEMENT

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DAVENPORT VILLAGE APARTMENTS

LEASE AGREEMENT

THE PARTIES, LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL PROMISES IN THIS AGREEMENT (referred to as “Lease”) UNDERSTAND AND AGREE TO THE FOLLOWING:

1. PARTIES AND DWELLING UNIT

The Parties to this Lease are the **HQM Properties, Inc.**, Managing Agent for the Borough of Morris Plains, referred to as **Landlord**, and **FIRST NAME / LAST NAME** referred to as **Tenant**. The Tenant understands and agrees that the term “Landlord” shall include Landlord’s successors, assigns, and agents. A Managing Agent may act as agent for Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are individually and as a group liable.

Landlord leases to Tenant a [one/two/three]-bedroom unit, number ###, located at **260 Tabor Road, Morris Plains, NJ 07950**, known as **Davenport Village Apartments**, for a **monthly rent of \$####.**

Only the following persons will reside in the unit as part of the Tenant’s household/family:

First Name/Last Name (DOB ####/##/##)

First Name/Last Name (DOB ####/##/##)

Any changes in Tenant’s household/family must be immediately reported to Landlord.

2. TERM OF LEASE

The initial Lease term shall begin on *Month Day*, 202__ and end on *Month Day*, 202__. (See Paragraph 19 regarding lease renewals).

3. SECURITY DEPOSIT

Tenant has deposited \$####.00 as a security deposit with Landlord. Landlord will hold this security deposit for the period Tenant occupies the unit in accordance with the New Jersey “SECURITY DEPOSIT LAW”, as amended. Landlord’s Managing Agent shall place the deposit in an interest-bearing account earning __% interest at the Lakeland Bank, 265 Main Street, Madison, New Jersey. Tenant acknowledges that this lease constitutes notice of where the Landlord has deposited the security.

After Tenant has moved from the unit, Landlord will determine whether Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) Tenant must provide Landlord with thirty (30) days written notice of intent to move or otherwise be liable as provided in Paragraph 20.
- b) After Tenant has moved from the unit, Landlord will inspect the unit for damage. Landlord will permit Tenant to participate in the inspection if Tenant so requests.

Landlord will refund to Tenant the amount of the security deposit together with interest less:

- 1) Unpaid rent,
- 2) Any administrative fee which shall be an amount permitted by State Law,

- 3) Damages that are not due to ordinary wear and tear not listed on the initial Unit Inspection Report,
- 4) Any uncollected damages pursuant to Paragraph 12,
- 5) Charges for late payment of rent and returned checks as described in Paragraph 6,
- 6) Charges for unreturned keys as described in Paragraph 10, and
- 7) Any other unpaid charges due Landlord.

Landlord will give Tenant a written list of charges that were deducted from the deposit.

- c) Landlord agrees to refund the amount computed within thirty (30) days after Tenant has permanently moved out of the unit. Tenant is to advise Landlord in writing of the address to which the refund should be sent.

Tenant understands and agrees the security deposit is not to be considered by Tenant as payment of the last month's rent.

4. UTILITIES AND SERVICES

Utilities and Services shall be paid by the parties as indicated below:

	Owner	Tenant
Electricity	_____	<u> X </u>
Gas	_____	<u> X </u>
Water	<u> X </u>	_____
Garbage Collection	<u> X </u>	_____
Sewer	<u> X </u>	_____

The Tenant shall not waste utilities furnished by the owner or use utilities or equipment for any unauthorized purpose. A utility allowance per month for Tenant-paid utilities has been taken into consideration in determining the Tenant's monthly rent charge and housing assistance payment.

5. ADDITIONAL RENT

If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for expenses incurred as additional rent. Expenses including late fees, returned check fees (refer to Paragraph 6), damages (refer to Paragraph 12), reasonable attorney fees and other associated costs will be construed as additional rent and will be due and payable in accordance with the monthly rental charge as described in Paragraph 1. If the Tenant fails to pay the additional rent, the Landlord will have the same rights as if the Tenant failed to pay the rental charge. Attorney fees and costs of legal actions are not chargeable to Tenant if Tenant prevails in the proceedings.

6. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

Tenant understands and agrees to pay, in accordance with Paragraph 5, an extra charge for late rent payments and returned checks as follows:

- a) **Late Payments** – Rent shall be payable in advance on the first day of each month. Tenant will pay rent plus all fees, charges and surcharges by money order or personal check. If Tenant does not pay the full amount by the close of business on the 5th day of the month, Tenant will be delinquent and agrees to pay additional rent of **\$50.00**.
- b) **Returned Checks** – Tenant will pay a fee equal to the bank charge, plus an administrative fee of **\$20.00** any time a check is not honored for payment. Two instances of returned checks will result in non-acceptance of personal checks from Tenant.

7. OCCUPANCY OF RENTAL UNIT AND USE OF PREMISES

Tenant shall occupy and use the premises as a private residence and for no other purpose. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks. "Guest" means a person in the leased unit with the consent of Tenant or household member of Tenant. The Tenant must notify the HQM Properties, Inc. in writing of all overnight guests staying on the premises for more than two nights. The written notice must be given no later than the third day after the guest begins staying at the premises. The notice must indicate the period the guest will be staying at the leased premises. If any visit will extend beyond two weeks, the Tenant must notify the HQM Properties, Inc. in writing, stating the reasons for the extended visit, which must be authorized in writing by the HQM Properties.

Tenant shall not carry on any trade, profession, business, school, course of instruction, or entertainment on the premises. This includes, but is not limited to, keeping roomers, lodgers, or boarders, operating a day care center, consulting, or examining clients or patients, selling, reselling or trading goods, grooming or training animals, teaching an instrument, vocal, music, dramatics or dancing lessons, performing or speaking for audiences, general consulting work and operating a baking, catering or other food service business.

Tenant shall not assign this lease, sublet, or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without written consent of Landlord. Tenant shall comply with all laws affecting the occupancy of the premises and with all applicable rules or regulations now or hereafter established or modified by Landlord or Agency.

Failure to comply with this provision is a substantial violation of the lease and will result in Tenant's eviction from the unit.

Tenant understands and agrees that the Landlord does not provide security protection for Tenant, his/her car or other personal property of Tenant within the parking area.

8. CONDITION OF DWELLING UNIT

By signing this Agreement, Tenant acknowledges that the unit is in safe, clean, sanitary and good condition and agrees to maintain unit in safe, clean, sanitary and good condition during the term of this Lease. Tenant agrees that all appliances and equipment are in good working order at the commencement of the Lease term. Tenant also agrees that Landlord has made no promises to decorate, alter, repair, or improve the unit.

In addition, Tenant acknowledges that the Owner has equipped the premises with the required number of operable smoke/CO detectors. Tenant acknowledges that Tenant is barred from disabling the smoke/CO detectors at any time. Tenant also acknowledges that Tenant is required to test the smoke/CO detectors on a monthly basis and to replace batteries as needed. Tenant is required to promptly report any malfunctions of their smoke/CO detectors in their unit to management. Tenant acknowledges that the Owner and Manager shall not be liable for damages or injuries to persons or property caused by Tenant's disabling of smoke/CO detectors, failure to regularly test smoke/CO detectors, failure to change batteries as needed, or failure to immediately report malfunction of smoke/CO detectors to management.

9. OBLIGATIONS OF LANDLORD

Landlord will:

- a) Not unlawfully discriminate on the basis of race, color, religion, creed, national origin, sex, handicap or membership in a legally protected class;
- b) Comply with all applicable codes;
- c) Make necessary repairs and ensure that the building is habitable;
- d) Keep all common areas clean;

- e) Provide and maintain garbage receptacles;
- f) Respond in a reasonable time to service calls by the Tenant.

Landlord is not responsible for the following:

- a) Damage or loss of Tenant's personal property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise. (Tenant understands that it is the Tenant's obligation to obtain insurance covering personal household possessions);
- b) Damage or loss of Tenant's property entrusted to Landlord's employees;
- c) The loss or damage of Tenant's possessions stored in storage room, if provided;
- d) The acts of other Tenants;
- e) The failure of the elevators;
- f) Property remaining in the unit after the termination of tenancy. Such property shall be considered abandoned and Landlord will take actions in accordance with New Jersey "Abandoned Property Act"

10. KEYS AND LOCKS

Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written consent of Landlord.

11. RESTRICTIONS ON ALTERATIONS

The Tenant understands and agrees not to alter the unit or building in any way without prior written approval of the Landlord. Tenant must NOT do any of the following:

- a) Change or remove any part of the appliances, fixtures or equipment;
- b) Install wall-to-wall carpeting;
- c) Paint or install wallpaper or contact paper in the unit;
- d) Attach awnings or window guards to the unit;
- e) Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- f) Attach any shelves, screen doors, or other permanent improvements in the unit;
- g) Install washing machines, dryers, fans, or heaters in the unit;
- h) Place any aerials, antennas, television dishes or other electrical connections on the unit; or
- i) Make any other unauthorized alteration to the unit or common spaces of the building.

Tenant shall remove any alteration on or in the unit without Landlord's approval on demand from the Landlord at Tenant's own cost and expense.

Any alterations made with written Landlord approval shall become the property of the Landlord when completed and paid for by the Tenant. Such alterations shall remain as part of the unit at the end of the Lease term unless Landlord demands the Tenant remove them. The Tenant shall pay promptly all costs for any alterations. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Landlord. If any lien or claim is filed against the Landlord, the Tenant shall have it promptly removed.

12. DAMAGES

Whenever damage (except reasonable wear-and-tear) is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family, visitors or aides/employees, Tenant agree to pay as additional rent:

- a) Reasonable charges for all damages to the premises of the building or unit (including equipment and/or appliances supplied to the unit). Charges for such damage are to be made according to the current Schedule of Maintenance Charges, as applicable, posted in the Management Office. If damages do not appear on the schedule, Tenant will be charged for the actual cost of the repairs. Tenant agrees that

payment of all such charges shall be made within thirty (30) days of the date charges are billed; damage charges are considered additional rent (Refer to Paragraph 5).

- b) Rent for the period during which the unit is damaged shall be due and owing, whether or not the unit is habitable.

13. DAVENPORT VILLAGE APARTMENTS RULES AND REGULATIONS

Tenant agrees to obey reasonable rules and regulations, as set forth in the document “Davenport Village Apartments Rules and Regulations,” which is made a part of this Lease as if set forth at length and incorporated herein. Tenant agrees to accept in writing and obey additional and/or changed rules and regulations established after the effective date of this Lease and as may be amended from time to time. The Tenant will receive written notice of the proposed rules and regulations at least thirty (30) days before the rule and regulation is enforced.

14. SMOKE-FREE BUILDING

For the health and safety of all residents, the Davenport Village Apartments is a totally smoke-free building. Smoking is not permitted in any area of the building, including apartment units, at any time.

15. NO PETS

No animal, bird, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time. No guest shall bring any animal, bird, fowl, fish, reptile and/or any pet of any kind onto the premises at any time.

16. PARKING POLICY & PARKING FEE

Tenant has been provided with a Parking Policy, which is made part of this Lease as set forth at length and incorporated herein (see 23: Complete Documents/Receipt for Attachments).

17. TENANT’S LIABILITIES UPON TERMINATION

In the event that this Lease ends because of legal action by Landlord, Tenant shall pay Landlord rent owed, including and in addition thereto, attorneys’ fees, court costs and any expenses incurred in repairing damages under Paragraph 12.

18. ACCESS TO PREMISES

- a) Landlord shall be allowed immediate access to the unit in emergency situations. If Tenant is not present, Landlord may enter the unit by a master key. Landlord will attempt to notify Tenant of any entry twenty-four (24) hours in advance.
- b) Tenant will let Landlord enter the unit at reasonable times to perform routine maintenance services.
- c) The Tenant agrees to allow the Landlord to inspect the unit on an annual basis. The Landlord will give the Tenant at least seventy-two (72) hours notice prior to the inspection.
- d) During the thirty (30) day period prior to the end of the tenancy or Lease, Tenant will allow Landlord to enter the unit at reasonable hours to show the apartment to possible new tenants.
- e) If Tenant moves before the Lease ends, Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

19. TENANT'S OPTION TO RENEW

- a) Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the unit.
- b) In the absence of notice to the contrary, the Lease will be deemed automatically renewed by Landlord and Tenant for another one (1) year term.
- c) If Tenant is vacating the unit within thirty (30) days prior to the expiration of the Lease term and does not give Landlord the full thirty (30) day's notice, Tenant will be liable for the monthly rent until such time as the unit is re-rented.
- d) If Tenant vacates the unit at any other time during the Lease term, except as provided in Paragraph 17, Tenant will be liable for the monthly rent up to the term of the Lease or until such time as the unit is re-rented.
- e) Any changes in the terms and conditions of the Lease, excluding rent, charges, fees, surcharges, will be provided to the Tenant at least sixty (60) days before the end of the Lease term. Such changes will become effective with the new Lease term.

20. TERMINATION OF TENANCY BY THE LANDLORD

Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction.

- a) Material non-compliance with the terms of this Lease including, but not limited to: non-payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under Paragraph 12; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alteration to the unit; refusing inspections/access per Paragraph 18; giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility for a unit.
- b) Tenant actions that endanger the health, safety or welfare of other tenants residing in the building;
- c) Tenant's material failure to carry out obligations under applicable State statutes, Agency regulations, directives, policies, procedures or guidelines and local laws and ordinances;
- d) Tenant's failure to maintain the unit in a habitable condition;
- e) In the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions, nothing herein shall be construed to compel the Landlord or its Managing Agent, HQM Properties, Inc. to provide accommodations or continued residency to a Tenant or to household members of a Tenant who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of the Landlord's and its Managing Agent, HQM Properties, Inc.'s premises, or any other Tenant or HQM Properties, Inc. employee;

- f) Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease;
- g) Material violations of the Davenport Village Apartments' rules and regulations;
- h) Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above, are grounds for his/her removal in an eviction proceeding. Landlord specifically reserves the right of re-entry in such circumstances.

21. NOTICES

- a) The Landlord's notice is given when handed to Tenant, mailed to Tenant or left at Tenant's unit or in Tenant's mailbox.
- b) Tenant's notice to Landlord is given when sent by certified mail or hand delivered to Landlord at the address at the end of this Lease. Landlord shall notify Tenant of any change of this address in writing.
- c) All Lease/tenancy termination notices will specify the date that the Lease/tenancy will be terminated, and the reason for the termination.
- d) All Rent Adjustment Notices will state the new amount the Tenant is required to pay and the date the new amount is effective.

22. CONTENTS OF THE LEASE

The Lease and its Attachments, as may be amended from time to time, make up the entire agreement between Tenant and Landlord. Any change to this Lease must be in writing and must be executed by both Tenant and Landlord, unless provided herein.

If any court declares any provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease shall not constitute a waiver and does not prevent future enforcement of that provision. In the event of the sale or lease of the building, the new Landlord will assume the obligations under this Lease, as required by law.

This Lease is subordinate to all underlying leases and to all mortgages of the property and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages on the property are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

23. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS

The following Attachments have been provided to the Tenant and are made a part of this Lease and incorporated herein as if set forth at length. Receipt of these Attachments is hereby acknowledged by the Tenant's initials below:

- () 1. Davenport Village Apartments Rules and Regulations
- () 2. Truth in Renting booklet pursuant to N.J.S.A. 46:8-43 through 49.
- () 3. Parking Policy
- () 4. Tenant Handbook

() 5. Window Guard Lease Addendum

This Lease consists of a total of nine (9) pages. By signing this Lease, Tenant hereby acknowledges receipt of a copy of this Lease and all attachments.

IN WITNESS WHEREOF, the parties have signed this Lease.

Tenant:

NAME

Date

**HQM Properties, Inc.,
Managing Agent for Borough of Morris Plains:**

By: _____
Elizabeth Walker, Property Manager

Date

Notices to Landlord shall be sent c/o:

HQM Properties, Inc.
455 Diamond Spring Road
Denville, New Jersey 07834