

APARTMENT LEASE APPLICATION
OFFICE: 1265 15TH Street, Fort Lee NJ 07024
TEL: 201-461-2900 FAX: 201-461-5677
MOVE IN FEE \$350.00
APPLICATION FEE \$50.00

Name of Applicant: _____ Age: _____
Present Address: _____
Rent Paid: _____ Length of tenancy: _____ Home phone: _____
Landlord's Name & Address: _____
Previous Address: _____
Length of tenancy: _____ Rent paid: _____
Occupation: _____ Salary: _____
Name of Company: _____ Length of Employment: _____
Address: _____
Business phone: _____ Name of Supervisor: _____
Name of Secondary Applicant: _____ Age: _____
Present Address: _____
Rent Paid: _____ Length of tenancy: _____ Home phone: _____
Landlord's Name & Address: _____
Previous Address: _____
Length of tenancy: _____ Rent paid: _____
Occupation: _____ Salary: _____
Name of Company: _____ Length of Employment: _____
Address: _____
Business phone: _____ Name of Supervisor: _____

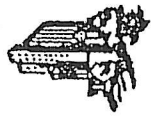
Additional Sources of Income Other Than Employment: (Stocks, Pension, Etc...)

In Emergency Contact: _____ Phone: _____
Social Security Number: _____ Driver's License #: _____
Type of Car Owned: _____ Color: _____ Year: _____ Plate: _____
OTHER PERSONS TO OCCUPY THE APARTMENT:
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
BANK ACCOUNTS:
Bank Name: _____ Address: _____
Checking: _____ Savings: _____
REFERENCES:
Personal: _____
Business: _____

I hereby warrant that all of my representations set forth in this application are true. I further represent that I have not been known by any other name, nor have I ever been dispossessed from any apartment, nor am I now being dispossessed. This agreement shall become binding as indicated only after the mailing delivery of signed lease by Landlord's agent to Tenant at either business or residential address of Tenant shown above, or at Agent's office. A minimum \$50.00 administrative fee will be charged if the application is cancelled.

Applicant's Signature: _____ Date: _____

Building: _____ Apt: _____ Rental \$ _____
Lease to commence: _____ Expiration Date: _____
Occupancy Date: _____ Pro-rate rent? Yes _____ No _____
Information Taken By: _____ Deposit Amount \$ _____ Cash _____ Check _____
Remarks: _____



E. Luppino Developer

1265 15TH STREET, FORT LEE, NEW JERSEY 07024 TEL. (201) 592-0120
(201) 461-2900

April 14, 2004

Please fill in the following information and return to me in the office immediately. It is important that we have this information for emergency reasons.

Apt # _____

Name: _____

Phone #: _____

Car type: _____

License Plate # _____

Thank you,

Romina
Romina Starace
Management



E. Lupino Developer

1265 15TH STREET, FORT LEE, NEW JERSEY 07024 TEL. (201) 592-0120
(201) 461-2900

To all Residents of the Hampshire House:

You, as a resident of the Hampshire House Coop, agree to assume any and all risks, and responsibility for any of your personal property left in the gym, and the Coop shall not be responsible for any loss, damage or theft of any or all such property. In addition, you agree to fully release and discharge the Coop, its officers and agents, from any and all responsibility and liability in the event of a loss, damage or injury to yourself resulting out of any cause whatsoever, or injury to yourself resulting from your use of the gym and any equipment therein.

In addition, the Coop reserves the right to refuse any resident the right to use the gym and its facilities in the event of any unruly or nuisance behavior caused by a resident.

Please acknowledge your agreement with the foregoing terms of the use of the gym by signing at the bottom of this letter and returning it to the management office.

Resident Signature

Apt #.

RIDER TO LEASE AGREEMENT

1. Notwithstanding anything to the contrary contained in the within lease, the parties mutually agree that the terms and conditions of the proprietary lease between the landlord and the Hampshire House Co-op, Inc. and the Rules & Regulations of the Hampshire House Co-op, Inc. shall regulate the tenancy relationship created and in all instances where there is a conflict between the terms and conditions of the Proprietary Lease and or Rules & Regulations and the within lease, the terms and conditions of the Proprietary Lease and or Rules & Regulations of the Association shall be applicable.
2. By way of explanation and not by way of limitation the parties to the within lease agree as follows:
 - A. The managing agent shall have the same right of access to the apartment as granted to the landlord herein.
 - B. Tenant shall have no right to alter or install additions to the apartment without written consent of the Co-op Corp. and the Corp shall have whatever rights are granted to the landlord in the within lease together with whatever rights it has in the Proprietary Lease and Rules & Regulations in connection with unauthorized additions or alterations.
 - C. All notices required to be given by the tenant to the landlord pursuant to the within lease shall be delivered to the association also.
3. In addition to any Rules & Regulations set forth in the within lease, tenant agrees to comply with the Rules & Regulations of the Co-op Assoc. including the provisions in the association's Rules & Regulations that no dogs or other pets are allowed in the apartment.
4. Landlord agrees that any breach of the terms and conditions of the within Rider shall constitute a breach of the Proprietary Lease and or the Co-op/s Rules & Regulations by the landlord and shall subject the landlord to whatever relief the association is entitled to upon breach of the Proprietary Lease and or Rules & Regulations by a unit owner.
5. The parties to the within Rider mutually agree that approval of the within lease is contingent upon receipt by the Hampshire House Co-op, Inc. of an unrefundable \$350.00 entry fee to be paid prior to the effective date of the within lease.
6. The parties hereto mutually acknowledge receipt of a copy of the Rules & Regulations of the Hampshire House Co-op, Inc., which Rules & Regulations of the Hampshire House Co-op., Inc. which Rules & Regulations are annexed hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
Day of 200

Landlord

Tenant

APARTMENT LEASE

The Landlord and the Tenant agree to lease the Apartment for the Term and at the Rent stated as follows:
The words Landlord and Tenant include all landlords and tenants under this Lease:

LANDLORD:

ADDRESS:

TENANT:

ADDRESS:

APARTMENT:

in the Building known as: **THE HAMPSHIRE HOUSE**

DATE OF LEASE:

TERM:
BEGINNING:
ENDING:

SECURITY: \$
DEPOSITED AT:

RENT FOR THE TERM IS \$

MONTHLY RENTAL PAYMENT DUE: \$

INCLUDED IN THE RENT ARE ALL THE UTILITIES, GYM, POOL AND BASIC CABLE.

NO PETS PERMITTED IN THE APARTMENT AT ANYTIME.

TENANT WILL BE HELD FULLY RESPONSIBLE IN THE EVENT OF ANY DAMAGES DONE TO THE APARMENT. ANY WALLPAPER OR MIRRORS ATTACHED TO THE WALLS WILL BE THE RESPONSIBILITY OF THE TENANT TO REMOVE WHEN VACATING THE APARTMENT.

RENTAL PAYMENT WILL BE LEVIED BY \$5.00 PER DAY AFTER THE 10TH OF THE MONTH. LATE CHARGES TO BE PAID AS ADDITIONAL RENT.

IN THE EVENT TENANT VACATES THE APARTMENT BEFORE THE EXPIRATION OF THIS LEASE AGREEMENT, TENANT WILL BE HELD RESPONSIBLE FOR THE BALANCE OF THE LEASE AGREEMENT. TENANT MUST REMAIN IN APARTMENT FOR ONE FULL YEAR.

ANY LEGAL ACTION FEES WILL BE THE RESPONSIBILITY OF THE TENANT TO PAY AS ADDITIONAL RENT.

1. **Use** – The Tenant shall take possession of and use the Apartment only as a private residence. Only a tenant signing this Lease and the spouse and children of that Tenant may live in the Apartment. The Tenant shall not allow the Apartment to be used for any business, professional or unlawful purpose.
2. **No Assignment or Subletting** – the Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease (b) sublet all or any part of the Apartment or (c) permit any other person to use the Apartment.
3. **Rent** – The Tenant shall pay the Rent to the Landlord at the Landlord's address.
4. **Additional Rent** – If the Tenant fails to comply with any agreement in the Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply to the Tenant as "additional rent". The additional rent shall be due and payable as rent with the next monthly Rent. Non-payment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent on time.
5. **Security** – The Tenant has given to the Landlord the Security stated above. It shall be deposited in the federally insured New Jersey bank or savings and loan association stated above. The account shall bear interest at the current rate on time or savings deposits. Interest on the Security belongs to the Tenant less 1% interest each year for the Landlord's administration expenses. The Tenant's portion of the interest shall be credited toward the payment of the Rent due on each anniversary of this Lease.

If the Landlord's interest in the Building is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest to the new Landlord and (b) notify the tenant of the name and address of the new Landlord. Notice must be given within 5 days after the transfer, by registered or certified mail. The landlord shall then no longer be liable to the Tenant for the Security plus the Tenant's portion of the interest. The new Landlord becomes liable to the Tenant for the return of the Security plus the Tenants portion of the interest.

The Security shall be held in trust by the Landlord during the Term of this Lease. The Landlord may deduct any costs incurred for the Tenant's failure to comply with any agreement in this Lease. If the costs exceed the Security, the Tenant shall promptly pay the landlord the amount spent. The Security is not to be used by the Tenant for the payment of rent without the Landlord's written consent.

Within 30 days after the end of the Term, the Landlord shall return to the Tenant (a) the security and the Tenant's portion of the interest, less any deductions made under this Lease, and (b) a statement itemizing the interest and the deductions. This shall be done by personal delivery, registered mail or certified mail.

6. **Violation, Eviction and Re-entry** – If the Tenant violates any agreement in this lease, the Landlord has the right to end this Lease and re-enter the apartment. This is done by eviction. The landlord may also evict the Tenant for all other causes provided by law. Eviction is a court procedure to remove a tenant. It is started by the filing of a complaint in court and the service of a summons on a tenant to appear in court. After a court order of eviction and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the Apartment. If the cause for eviction is non-payment of Rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint.

7. **Damages** – The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs.

After eviction the Tenant shall pay the Rent for the Term or until the Landlord re-rents the Apartment, if sooner. If the Landlord re-rents the Apartment for less than the Tenant's Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Apartment for more than the Tenant's Rent, the Tenant is not entitled to the excess. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the apartment for re-renting and (b) commissions paid to a broker for finding a new tenant.

8. **Quiet Enjoyment** – If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Apartment.

9. **Utilities and Services** – The Landlord shall pay for the following utilities and services (a) electric (b) water.

The Landlord shall supply and pay for the following utilities and services, hot and cold water for bathroom and kitchen.

10. Tenant's Repairs and Maintenance
The Tenant shall:

- (a) Be liable for the cost of repairing all damage caused by the tenant's act or neglect. This includes damage caused by the Tenant's family and domestic employees.
- (b) Promptly notify the Landlord of conditions, which need repair.
- (c) Take good care of the Apartment and all equipment and fixtures in it.
- (d) Obey any written instructions of the Landlord for the care and use of the appliances, equipment, and other personal property in the Apartment.
- (e) Keep the Apartment and any other part of the Building used by the Tenant as clean and safe as possible.
- (f) Remove from the Apartment all garbage and debris and place in covered pails.
- (g) Use all electric, plumbing and other facilities safely.
- (h) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (i) Use no more electricity than the wiring to the Apartment or feeders to the Building can safely carry.
- (j) Do nothing to destroy, deface, damage, or remove any part of the Apartment or Building.
- (k) Keep nothing inflammable or dangerous in the Apartment.
- (l) Do nothing to destroy the peace and quiet of the landlord, other tenants, or persons in the neighborhood.

11. Landlord's Repairs and Maintenance
The Landlord shall:

- (a) Maintain the common areas of the Building in a clean condition.
- (b) Make any necessary repair to the Apartment and vital facilities within a reasonable time after notice by the Tenant.
- (c) Maintain the elevators in the Building, if any.

12. **Access to Apartment** – The Landlord shall have access to the Apartment on reasonable notice to the Tenant to (a) inspect the Apartment, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to possible buyers, mortgage lenders, contractors and insurers.

The Landlord may show the Apartment to rental applicants at reasonable hours on notice to the Tenant within 3 months before the end of the Term.

The Landlord may enter the Apartment at any time without notice to the Tenant in case of emergency.

13. **No Alterations or Installation of Equipment** – The Tenant may not make any changes or additions to the Apartment without the Landlord's written consent. This rule includes, but is not limited to:

- (a) Installation of panelling, flooring, built-in decorations, partitions, mouldings, or any other fixture drilled into or attached to the floors, walls, or ceilings.
- (b) Installation of any locks or chain-guards.
- (c) Painting, wallpapering or other decorations
- (d) Installation of any equipment or wiring.
- (e) Change in the plumbing, cooking, air conditioning, electrical or heating systems.

All changes or additions made without the Landlord's written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the Apartment at the end of the Term unless the Landlord demands that the Tenant removes them. The Tenant shall promptly pay all costs of any changes and additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

14. **Fire and Other Causality** – The Tenant is liable for the acts and neglect of the Tenant's family and domestic employees.

The Tenant shall notify the Landlord at once of any fire or other causality in the Apartment. The Tenant is not required to pay Rent when the Apartment is unusable. If part of the Apartment can be used for living purposes, the Tenant must pay Rent pro-rata for the usable part.

If the fire or other causality is caused by the act or neglect of the Tenant, the Tenant shall pay for repairs and all other damages.

If the apartment is partially damaged by fire or other casualty without the act or neglect of the Tenant, the landlord shall repair it as soon as possible. This includes the damage to the Apartment and fixtures installed by the landlord. The Landlord need not repair or replace anything installed by the Tenant.

Either party may cancel this Lease if the Apartment is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the landlord and the Tenant will be binding on both parties. The Tenant may not cancel this Lease if the fire or other causality is caused by the act or neglect of the Tenant.

This Lease shall end if the Apartment is totally destroyed without the act or neglect of the Tenant. The Rent shall be paid to the date of destruction.

15. **Liability of Landlord and Tenant** – The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the landlord's act or neglect. The Tenant shall repay to the Landlord any money spent by the landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's family and domestic employees. Tenant is responsible for their own Liability Insurance.

16. **Subordination to Mortgage** – In a foreclosure sale all mortgages which now or in the future affect the Building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

17. **Tenant's Letter** – At the request of the Landlord, the Tenant shall sign a letter stating that (a) this Lease has not been amended and is in effect (b) the landlord has fully performed all of the Landlord's agreements in this Lease. (c) The Tenant has no rights to the Apartment and Building, except as stated in this Lease, (d) the Tenant has paid all Rent to date and (e) the Tenant has not paid Rent for more than 1 month in advance. The letter shall also list all the property attached to the Apartment which is owned by the Tenant.

18. **Notices** – All notices given under this Lease must be in writing. Unless otherwise provided by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept the certified mail sent by the other. Notices shall be addressed to the landlord at the address written at the beginning of this Lease and to the tenant at the Apartment.

19. **No Waiver** – The landlord's failure to enforce any agreement in this Lease does not prevent the Landlord from enforcing the agreement as to any later violations.

20. **Survival** – If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.

21. **No Changes** – The parties have read this Lease. It contains their entire agreement. It may not be changed except in writing assigned by the Landlord and the Tenant.

22. **Furniture** – If the Apartment is leased in furnished condition the Tenant shall maintain the furniture and furnishings in good order and repair. A list of the furniture and furnishings is attached to this Lease as "Rider A". The Tenant's signature on Rider A means that the list is accepted as correct and all items are in good condition.

23. **End of term** – At the end of the Term the Tenant shall (a) leave the Apartment clean, (b) remove all of the Tenant's property, (c) repair all damage caused by moving, and (d) return the Apartment to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear. If the Tenant leaves any property in the apartment, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

24. **Binding** -- This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

25. **Full Agreement** -- The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

26. **Rules and Regulations** -- The Tenant shall comply with the following rules for the safety and care of the Building and for the comfort of the other tenants:

- (a) The comfort and rights of other tenants must not be interfered with. Annoying sounds, odors, and lights are not allowed.
- (b) Nothing may be placed on or attached to fire escapes, outside walls of the Apartment, or the common areas of the Building. Nothing may be attached to the sills or windows except drapery rods. The Tenant shall not place signs anywhere.
- (c) The Tenant must give to the Landlord keys to all locks. Locks may not be changed or new locks put in without the written consent of the Landlord. Doors must be closed and locked at all times. All keys must be returned to the Landlord at the end of the Term.
- (d) No waterbeds are allowed.
- (e) The Tenant shall remove garbage daily.
- (f) Laundry machines, if provided by the Landlord, are used at the Tenant's risk and cost. Instructions must be followed. The Landlord may stop their use at any time.
- (g) No dogs or other pets are allowed without the written consent of the Landlord.
- (h) The Tenant shall obey the parking rules of the Building.
- (i) The Tenant shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures. Nothing may be thrown out of windows. No one shall air, dry, or shake rugs, blankets or clothing out of windows.
- (j) Deliveries must be made through the designated service entrance.
- (k) Cooking must be done in kitchens only. Cooking is not permitted on porches or balconies.
- (l) The tenant shall not obstruct the sidewalks, driveways, entrances, halls, stairs or other public areas of the Building.
- (m) The Tenant is not allowed on the roof.
- (n) The Tenant shall conserve energy and water.
- (o) The Tenant must have renters insurance with a minimum liability of \$500,000.00. Single limit for bodily injury or property damage. The Landlord is not responsible for any personal belongings inclusive of furniture, clothing, etc.

27. **Tenant must have a homeowner's insurance policy.**

28. Tenant may renew this lease agreement for an additional year with an increase not to exceed 5%.

29. Tenant may vacate the apartment during the term of the second year of the lease. Tenant must advise landlord 60 days prior to moving, in writing to avoid paying a one month penalty. Sixty (60) days notice to commence on the first day of the month.

Please take notice that N.J.A.C. 5:10-27.1 et seq. Requires us to provide notice to you of your right as a tenant under New Jersey law with respect to the installation of window guards on the windows in your apartment.

As such, we hereby provide notice of your right to request a window guard if a child ten (10) years of age or younger resides with you or is regularly present fro a substantial period of time.

The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

Witnessed or attested by:

As to Landlord

TENANT

TENANT