



RESIDENTIAL BROKERAGE



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.*

HOUSE LEASE

The Landlord and the Tenant agree to lease the House for the Term and at the Rent Stated, as follows:

The words Landlord and Tenant include all landlords and all tenants under this Lease.

(Print or type)

Landlord John Lynch Tenant Michael & Melanie Dodd
 Address 5 Oak Knoll Rd Address 1185 6th Ave Suite 1750
 City Mendham, NJ City NY
 State NJ State NY
 Zip Code 07945 Zip Code 10070

House 12 Baxter Farm Road, Harding, N.J. on the building at _____
 (Address)

Date of Lease	<u>June 14 2010</u>	Rent for the Term is \$	<u>68,400 -</u>
Term		The Rent is payable in advance on the first day of each month, as follows:	
Beginning	<u>June 28 2010</u>		
Ending	<u>July 1st 2011 - and then month to month</u>		
Security \$	<u>3550</u> deposited at		
	<u>TRUST account of Lynn Melchey Esq</u>		<u>the rent is payable in advance on the 15th day of each month as follows: month by month</u>
Broker. The Landlord and the Tenant recognize	<u>Andrea Scott / Coldwell Banker</u>		
as the broker who brought about this Lease. The <u>tenant</u>			
shall pay the Broker's commission in the amount of <u>\$2350</u>			
Additional Agreements			
	<u>The tenants yellow lab will be at the house</u>		
	<u>- 2 days June rent \$15700/30 = \$190 x 2 = \$380</u>		

TABLE OF CONTENTS

1. Rent	12. Access	23. Attorney Review
2. Possession and Use	13. Liability	24. Agency Disclosure
3. Assignment	14. Loss	25. Megan's Law Statement
4. Security Deposit	15. Notices	26. Smoke Detector & Carbon Monoxide Compliance Certificate
5. Damages	16. Subordination	27. Private Well Testing Act
6. Lease Violation	17. Survival of Terms of this Lease	28. Lease Renewals
7. Utilities and Services	18. Waiver	29. Contract of Sale
8. Quiet Enjoyment	19. Termination	30. Tenant's Letter
9. Landlord's Repairs	20. Furniture	31. Lead-Based Paint
10. Tenant's Repairs and Maintenance	21. Binding	
11. Alterations	22. Full Agreement	

1. Rent

The Tenant shall pay the Rent to the Landlord at the Landlord's address written above or as the address is changed by the Landlord.

2. Possession and Use

For the entire length of the Term the Landlord shall give possession of the House to the Tenant. The Tenant shall use the House only as private residence. The only individuals permitted residence and occupation of the House are the Tenant and the children of the Tenant. The Tenant may not allow the House to be vacant for extended periods of time.

3. Assignment

The Tenant may not assign this Lease, sublet the whole or any part of the House, or permit any other person use of the

House except as a temporary guest, without the Landlord's prior written consent.

4. Security Deposit

Tenant has paid to the Landlord the Security stated on page one (1) of this Lease. It shall be deposited in a federally insured New Jersey bank or savings and loan association. Landlord shall provide Tenant with written notice of (1) the name and address of the New Jersey bank or savings and loan association; (2) the amount of the deposit; (3) the type of account; and (4) the current rate of interest for that account. Said notice must be made in accordance with the following: (1) within 30 days of receipt of security deposit from tenant; (2) within 30 days of moving the deposit from one depository or fund to another; (3) within 30 days of the date the landlord receives notice of a merger between institutions, (if the change occurs more than 60

days prior to the annual interest payment); (4) at the time each annual interest payment is made; (5) within 30 days after the transfer or conveyance of ownership or control of the property. The interest earned on said account shall be paid to Tenant in cash or be credited toward the payment of rent due on the renewal or anniversary of the Lease or on January 31 (if Tenant is given written notice before the next Lease anniversary that subsequent interest payments will be made on January 31 of each year).

The Security cannot be credited by the Tenant toward the payment of Rent unless Landlord fails to deposit the Security or provide notice as hereinabove stated or pay interest as required. In the event of such failure on the part of Landlord, Tenant may, upon written notice, apply the Security, plus 7% interest, to Rent due or to become due. Tenant shall not be obligated to pay further Security and Landlord shall not be entitled to demand further payment of Security. However, if Landlord fails to pay the annual interest or provide the annual notice (if the notice is not also serving as notice of change of account or institution), Tenant must provide Landlord with written notice of said failure and allow Landlord 30 days to comply before applying the Security plus interest to Rent due or to become due.

Within thirty (30) days after the expiration of the Term, the Landlord shall return to the Tenant the amount of the Security plus the Tenant's portion of the interest less any deductions made under this Lease and a statement itemizing the interest and the deductions. The statement and balance of the Security Deposit shall be delivered by either personal delivery or certified mail. The above notwithstanding, no deductions shall be made from the Security while Tenant remains in possession of the House.

If the Landlord transfers his ownership in the Apartment during the Term of this Lease, the Landlord shall turn over the Security plus the Tenant's portion of the interest to the new Landlord and shall notify the Tenant of the name and address of the new Landlord. This notice will be sent within five (5) days after the transfer of ownership. Upon the Landlord's transfer of ownership, the Landlord shall no longer have any liability to the Tenant for the Security plus the Tenant's portion of the interest. The new Landlord assumes liability for the return of the Security plus the Tenant's portion of the interest.

5. Damages

The Tenant is liable for any and all damages, which Tenant causes by violating any agreement in this Lease. Damages shall include reasonable attorney's fees and costs of collection.

After eviction, the Tenant shall pay rent for the remainder of this Lease or until the House is re-rented. If the House is re-rented for an amount that is less than the Rent due under this Lease, Tenant will pay the difference between the rent the Tenant was paying and the new rent, through the end of the Term of this Lease. If the House is rented for an amount in excess of the rent under this Lease the Tenant is not entitled to the excess rent. Tenant shall also be responsible for all reasonable expenses incurred in preparing the House for a new tenant and the commission paid to a broker for re-rental to a new tenant.

6. Lease Violation

If the Tenant violates any agreement in this Lease or gives the Landlord good cause for removal as provided by law, the Landlord has the right to terminate this Lease and regain possession of the House by pursuing an eviction procedure in the appropriate court for removal of the Tenant from the House. If the court orders eviction of the Tenant and compliance with the warrant of removal, the Landlord may re-enter the House and re-claim possession of the House. Prior to eviction procedures, the Landlord must give the Tenant all notices required by law.

7. Utilities and Services

The Tenant shall arrange and pay for all utilities and services supplied to the House which shall include but not be limited to heat, hot and cold water, electricity and gas. Should there be a stoppage or reduction of utility services or a break in any water or sewage lines, for whatever reason, the Landlord

shall not be liable for any damages suffered by Tenant as a result of the stoppage, reduction, or break and the Tenant cannot refuse to pay Rent because of such a stoppage, or reduction of these services.

8. Quiet Enjoyment

If the Tenant complies with this Lease the Landlord will provide Tenant with undisturbed possession of the House.

9. Landlord's Repairs

The Landlord shall make any necessary structural repairs as well as necessary repairs to the plumbing, heating, and electrical systems of the House; Tenant shall be responsible for the payment of the first \$100 of the cost of each repair. Repairs made necessary by the negligence of the Tenant shall be the full responsibility of the Tenant.

10. Tenant's Repairs and Maintenance

The Tenant shall:

- (a) Pay for all repairs, damages and replacements, including repairs, damages and replacements to the plumbing, heating and electrical systems, which are caused by the act, neglect or negligence of the Tenant, the Tenant's family, its agents, employees or guests.
- (b) Maintain the House in a neat, clean and sanitary condition.
- (c) Maintain the House, equipment and fixtures in the House in good condition.
- (d) Keep the furnace clean.
- (e) Maintain walks and driveways in such a condition that they are free of dirt, garbage, snow and ice.
- (f) Refrain from keeping or storing flammable or dangerous materials in the House and refrain from doing or storing anything in the House which would cause a cancellation or an increase in the cost of Landlord's fire or liability insurance on the House.
- (g) Promptly notify the Landlord when there are conditions, which need repair.
- (h) Promptly remove all garbage from the House and make it available for collection.
- (i) Use only amounts of electricity that the wiring or feeders to the House can safely carry.
- (j) Refrain from engaging in any activity that would result in the destruction, defacing, or damage to any part of the House.
- (k) Refrain from destroying the peace and quiet of the Landlord and other individuals in the neighborhood.
- (l) Comply with all orders and rules of the Board of Health or other authorities, which govern the House.

11. Alterations

The Tenant may not make any changes or additions to the House without the Landlord's written consent. These changes include but are not limited to the installation of paneling or flooring; installation of fixtures drilled or attached to floors, walls or ceilings; installation of locks; painting or wallpapering; renovation to the plumbing, cooking, air-conditioning, if any, heating and/or electrical systems. Any changes made without the Landlord's written consent shall be removed by the Tenant at Tenant's cost, upon demand of the Landlord. Any changes made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant, and shall remain on and in the House on the expiration of this Lease. If any lien or claim is filed against the House as a result of any changes or additions to the House made by the Tenant, the Tenant shall have them promptly removed, at Tenant's cost.

12. Access

Upon reasonable notice to the tenant, the Landlord shall have access to the House to inspect, make repairs and show the House to possible buyers, tenants, lenders, contractors and insurers.

The Landlord may show the House to rental applicants at reasonable hours on notice to the Tenant within three (3) months before the termination of the Term.

In case of emergency the Landlord may enter the House at any time without notice.

13. Liability

The Landlord is not liable for any damage unless caused by the Landlord's neglect and as limited by paragraph 7 of this Lease. Tenant is not liable for any damage unless caused by the Tenant's act or neglect or the act or neglect of the Tenant's family, agents, employees or guests.

14. Loss

The Tenant shall notify the Landlord of any fire or casualty loss in the House. The Tenant shall not pay Rent while the House is in an uninhabitable condition. If the Tenant is able to inhabit part of the House, he shall pay to the Landlord rent for that part of the House, which is habitable on a proportionate basis. Landlord shall not be required to repair or replace anything installed by the Tenant.

If the House is totally destroyed, this Lease shall terminate as of the date of destruction. If the House is partially destroyed and in the opinion of Landlord the House cannot be repaired within ninety (90) days, either party shall have the right to terminate this Lease upon thirty (30) days notice to the other. If the damage or destruction is caused by the Tenant, the Tenant's family, agents, employees or guests the Tenant shall pay for all repairs.

15. Notices

All notices given under this Lease must be in writing and each party to whom a notice is given must accept and claim delivery of the notice. Notices shall be sent to the Landlord at the address on page 1 of this Lease, or at such other address as Landlord notifies Tenant in writing and to Tenant at the address of this Lease. Notices shall be sent by either personal delivery or certified mail return receipt requested.

16. Subordination

All mortgages, which affect the House now or in the future, have priority over this Lease. The holder of such mortgages shall have the ability to terminate this Lease upon a foreclosure sale.

17. Survival of Terms of this Lease

If any term or agreement in this Lease is contrary to law, that portion shall be voided and the remainder of this Lease shall remain valid and in full force and effect.

18. Waiver

The Landlord's failure to enforce an agreement in this Lease shall not constitute a waiver of the Landlord's right to enforce any part of this Lease and the Landlord shall have the right to enforce the agreement for any future violations.

19. Termination

At the end of the Term of this Lease the Tenant shall remove the Tenant's property and shall leave the House in a clean condition. In addition Tenant shall repair all damage caused by moving or otherwise caused by the Tenant during the Term of this Lease, except for normal wear and tear. If the Tenant leaves any property in the House, the Landlord may either store or dispose of the property and charge the Tenant for the cost of the storage or disposal or keep the property as abandoned property.

20. Furniture

If the House is leased to the Tenant in a furnished condition, the furniture shall be maintained in the same condition in which it was supplied, except for normal wear and tear. A list of the furniture supplied shall be attached to this Lease as a rider. The Tenant's signature on the rider shall constitute the Tenant's agreement that all the items on the rider are present in the House and are in good and proper condition.

21. Binding

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

22. Full Agreement

The parties have read this Lease and it constitutes their full agreement.

23. Attorney Review

1. The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete his or her review of this Lease within a three (3) day period. This Lease will be legally binding at the end of this three (3) day period unless an attorney for the Tenant or Landlord reviews and disapproves of this Lease.

2. You count the three (3) days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays, Sundays or legal holidays. The Tenant and Landlord may agree in writing to extend the three (3) day period for attorney review.

3. If an attorney for the Tenant or the Landlord reviews and disapproves of this Lease, the attorney must notify the Realtor(s) and the other party named in this Lease within the three (3) day period. Otherwise, this Lease will be legally binding as written. The attorney must send the notice of disapproval to the other party and to the Realtor(s) 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 other party and to the Realtors' office. The attorney may also, but need not, inform the other party and the Realtor(s) of any suggested revision(s) in this Lease that would make it satisfactory.

24. Agency Disclosure

By signing below the Landlord and Tenant acknowledge that 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 property.

1. Landlord is represented by Coldwell Banker with the Brokerage Company
Sales Associate being Andrea Scott Sales Associate
 Tenant is represented by COLDWELL BANKER with the Sales Associate being _____ Sales Associate

(or check one)

Tenant is not represented by any broker or agent in this transaction.

Check Paragraphs 2 and 3 only if Dual Agency.

2. The parties confirm that COLDWELL BANKER is representing both Landlord and Tenant, that they consent to this dual agency, and that they have agreed to the following terms regarding this dual agency:

2.1 COLDWELL BANKER is obligated to treat both parties honestly, equally and in good faith.

2.2 The parties agree that COLDWELL BANKER and the sales associate or associates will remain impartial. The sales associate or associates and COLDWELL BANKER will keep confidential information as to a party's flexibility regarding price and the negotiation of other lease terms, including a party's motivation regarding those terms, unless that party first consents to disclosure or it is required by law. All other material information obtained by the sales associate or associates either before or in the course of the dual agency is to be disclosed to both parties.

3. The parties are aware that the following parties have a special relationship to COLDWELL BANKER or one of its sales associates (Name party, name sales associate, and describe special relationship. If none, write N/A.) _____

4. The parties acknowledge that the agency relationship(s) described above were previously disclosed to the parties.

25. 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.

26. Smoke Detector and Carbon Monoxide Compliance Certificate (CSDCMAC)

Pursuant to N.J.A.C. 5:70-2.3 Landlord shall provide Tenant with a CSDCMAC from the appropriate enforcing agency prior to closing. Said certificate is required for all one-and-two family dwellings. It is not required if the Property does not contain a fuel-burning device or an attached garage.

Not applicable because the Property does not contain a fuel-burning device or an attached garage.

27. Private Well Testing Act

Pursuant to N.J.S.A. 58:12A-26 through 37, if the potable water supply of the House is from a private well, testing by a NJ DEP certified lab is required if the private well: (1) has less than 15 connections; or (2) does not service 25 persons at least 60 days per year. Landlord represents that the water test has been completed and shall provide Tenant a written copy of the most recent test results upon commencement of the Term.

28. Lease Renewals

The Landlord must offer the Tenant a renewal lease to take effect at the end of the Term unless: (a) the Tenant is a transient guest or a seasonal tenant, or (b) the Landlord has good cause as defined by law. The renewal lease may contain reasonable changes including any change in the Term. If so, the Landlord must notify the Tenant of the changes not less than 120 days before the Term ends unless the tenancy is month to month.

The Tenant must notify the Landlord in writing of the Tenant's acceptance or rejection of the changes not less than 90 days before the Term ends. If the Tenant fails to properly notify the Landlord of the Tenant's acceptance, it will be considered a

rejection. If the Tenant does not accept the changes, the Tenant must vacate the House when the Term ends.

In the event of a renewal or extension of this Lease or the execution of a subsequent lease or rental of the House to the Tenant, the Broker shall be entitled to a commission equal to one months' rent, which commission the Landlord agrees to pay when the price and terms are agreed upon between the Landlord and the Tenant.

29. Contract of Sale

Should Tenant and Landlord enter into a contract of sale for the House and/or the property on which the House is located, Coldwell Banker Residential Brokerage will be entitled to a commission of six percent (6%) of selling price at time of closing.

30. Tenant's Letter

At the request of the Landlord, the Tenant shall sign a letter stating that, as to this Lease:

- (a) it is in full force and effect and neither party is in default;
- (b) it has not been amended or, if it has been amended, a copy of the amendment is attached to the letter;
- (c) all rent has been paid to date and no rent has been prepaid or, if this is not accurate, a statement as to what is accurate.

31. Lead-Based Paint N/A

Landlord discloses the dwelling was was not constructed prior to 1978. If constructed prior to 1978, see Lead-Based Paint Disclosure attached.

Landlord initials

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

Witness or
attested by:

SEAL
Landlord

As to Landlord

SEAL
Landlord

Melanie Droll 6/14/10

SEAL
Tenant

As to Tenant

[Signature] 6/14/10

SEAL
Tenant