

## Residential Tenancy Agreement for “The Premises” listed on Page One

THIS RESIDENTIAL TENANCY AGREEMENT (the Lease) IS BETWEEN:

MC7 LLC  
 Address: 660 Tennent Road, Suite 208, Manalapan, NJ, 07726  
 Telephone: 1- 732-333-5783, Fax: 1-732-810-0416, Email: info@MC7.us  
 (the Landlord)

OF THE FIRST PART  
 AND

“THE TENANT” <sup>1</sup>

Who’s full name(s) and Social Security Number(s) are listed below

OF THE SECOND PART

Agreed Parties, Premises, Terms & Dates	
Tenant <sup>1</sup>	Enter first person’s details
Tenant Social Security #	
Tenant <sup>1</sup>	Enter 2nd person’s details
Tenant Social Security #	
The Premises <sup>2</sup>	Freehold, NJ, 07728
Lease Start Date: <sup>3</sup>	
Lease End Date: <sup>4</sup>	
Monthly Rent <sup>5</sup>	
Security Deposit <sup>6</sup>	
Additional Rent <sup>7</sup>	
Guarantor <sup>8</sup>	
Guarantor Social Security #	

Superscript reference numbers, shown on right of the above definitions, are printed alongside the first reference to the definition in this agreement.

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the house described as “the Premises”<sup>2</sup> for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, nor for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Premises without the prior written permission of the Landlord, except for children of the Tenant who are under the age of 18 years old.
3. Guests of the Tenant may not occupy the Premises for longer than three weeks without the Tenant notifying the landlord in writing and obtaining the prior written consent of the Landlord.
4. The Tenant may not keep any animal on the Premises.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of two designated parking slots outside the premises. Only properly insured automobiles may be parked in the Tenant’s space(s).
6. The Premises are provided to the Tenant without any furnishings.

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### Term

7. The term of the Lease is a periodic tenancy commencing at 12:00 noon on the "Start Date"<sup>3</sup> and continuing until 12 noon on the "End Date"<sup>4</sup> whereupon the tenancy may, provided the landlord provides written confirmation of renewal at least 30 days prior to the Termination date, continue thereafter on a year-to-year (12 month) basis until unless the Landlord or the Tenant terminates the tenancy.
8. Upon the greater of 3 days notice and any notice required under the Act, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due, and that amount is still due after any grace period required by the Act.
9. Upon the greater of 7 days notice and/or any notice required under the Act, the Landlord may terminate the tenancy under this Lease if the Tenant has breached any provision of this Lease.
10. Upon the greater of 90 days notice and any notice required under the Act, the Landlord may terminate the tenancy under this Lease without cause or reason.

### Rent

11. Subject to the provisions of this Lease, "The Rent"<sup>5</sup> is payable/due every month for the Premises. The Tenant will pay the Rent on or before the First of each and every month of the term of this Lease to the Landlord by electronic transfer or by check to such address as the landlord may notify to the tenant. Rent checks must be with the Landlord ready to be deposited in the Landlord's bank by 12pm (midday) on the closest business day to the first of the month.
12. The Tenant agrees to pay an additional rent equal to \$5 per day for all / any days where the Rent is received after the latter of the due date and the expiration of any grace period under the Act, if any; such charges are to be considered part of the "Rent." The Landlord may either collect such additional rent during the course of the Tenancy or may keep a record of all/any late days and deduct the additional rent from the Security Deposit at lease expiration.

### Additional Rent

13. Special circumstances (ie: pets, poor credit reference, special Tenant requests/requirements, etc) may expose the Landlord to additional costs/risk, therefore an "Additional One Time Rent"<sup>7</sup> may be requested to cover the costs of complying with the Tenant's request; in the event such payment is agreed it shall be listed on Page One under "Additional Rent", it will be non refundable and shall not form part of the security deposit.

### Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to one and a half month's rent (the "Security Deposit"<sup>6</sup>) which shall be held by the landlord in an interest bearing Business Savings account with Wachovia Bank, the account name shall follow the following format: *MC7 LLC 'Road Name' 'Block-House Number'*. (example: MCC LLC Joda 45-09). Interest on the account shall accrue to the benefit of the tenant who, upon request, shall be entitled to payment of the interest at the end of each year of the tenancy (if the Tenant does not request payment of the interest it shall remain in/be paid into the account for the benefit of the Tenant). The Tenant acknowledges that the Landlord does not set bank interest rates which shall be the standard rate for a Business Savings Account which is set, and advertised, periodically by Wachovia Bank. The Tenant's copy of this lease, when countersigned by the landlord, shall serve as a written receipt for all/any security deposits given to the landlord ( the \$ amount received to be that specified on page 1 alongside the heading "Security Deposit"<sup>6</sup> ).
15. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. steam cleaning of carpets, cleaning of oven, fridge, air vents, kitchen, toilets, baths, showers, sinks, windows, floors and general cleaning throughout the premises to remove stains, dirt or mold that are due to the tenants neglect or failure to adequately clean or vent/air the premises in accordance with their obligations under the Lease;

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- b. repair of walls and surfaces due to plugs, nails, adhesive tape, adhesive materials, dents, damage, stains, burns or holes including repainting/refinishing of such damaged areas insofar as such work relates to repairs caused by the tenant's neglect or failure to adequately maintain the premises in accordance with their obligations under the Lease;
- c. repainting and/or repairs which are required as the result of improper use, neglect or excessive damage by the Tenant or any person allowed on the premises by the Tenant;
- d. unplugging or unblocking toilets, sinks and drains that do not drain properly;;
- e. replacing damaged or missing doors, windows, screens, blinds, mirrors, watering systems or light fixtures;
- f. repairing cuts, burns, stains, damage or excessive wear or dirt to carpets, tiles, linoleum and other areas;
- g. any other repairs or cleaning due to the tenants neglect or failure to adequately clean the premises in accordance with their obligations under the lease, or for any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant allowed in the Premises;
- h. the cost of extermination where the Tenant or any person whom the Tenant allowed in the Premises have brought or allowed insects into the Premises or building;
- i. repairs and replacement required where windows, or doors, were left open which have caused plumbing to freeze, or rain or water or wind damage to floors, walls, blinds or other fixtures and fittings; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate cleaning arrangements with the Landlord.

16. The Tenant may not use the Security Deposit as payment for the Rent.
17. Within the lesser of 30 days or any time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to such address/place as the Tenant may advise. The Landlord will provide the Tenant with an itemized list of the total amount of the security deposit, plus interests accrued on that deposit during the lease term, and then itemize each deduction from the security deposit, if any deductions have been made.

### Quiet Enjoyment

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

### Inspection & Condition

19. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon notice to the Tenant and any notice required by the Act. In the event that emergency repairs become necessary, the Landlord, or his agents or his workmen, may enter the premises without notice in order to effect emergency repairs.
20. For the purpose of this agreement, it is agreed that the walls, ceilings, frames and window ledges had been freshly renovated and painted by the Landlord upon original occupation by the Tenant. It is further agreed that the Premises including all appliances, fixtures, fittings, doors, windows, toilets, baths, cupboards, carpets, floor coverings, walls were clean, unstained and in good general and working order upon original occupation by the Tenant. Any variation in the condition of any of the items covered by this clause must be provided to the Landlord in writing within 24 hours of occupation of the premises and the Landlord must have countersigned and agreed such variation in condition for any such variation to be legally valid under this lease/tenancy.

### Tenant Improvements

21. The Tenant must obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

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- c. removing or adding walls, changing kitchen fittings\units, changing appliances or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. affixing to or erecting upon or near the Premises any radio or TV antenna, satellite dish or tower.

The Landlord, at their sole discretion, may grant or refuse permission without supplying any reason and the Tenant must comply with the Landlord's decision.

### Utilities and Other Charges

22. The Tenant is responsible for all costs/payments relating to and, where possible, to have the billing for the following utilities (and other charges) transferred into their name prior to occupation of the premises, and the Tenant shall remain liable for all costs and charges in relation to: electricity, natural gas, water, sewer, telephone, cable or Satellite.
23. **Water and Sewer costs.** Freehold Township owns the local water/sewer company that provides services to the Premises. Freehold Township will not transfer the water and sewer charge invoicing to any tenant but insist that water and sewer services remain in the name of the owner of the property (Landlord to recover the cost of the services used from the Tenant). Freehold Township periodically take meter readings and invoice the Landlord once every three months for water and sewer charges. For this reason it is impossible to have water and sewer transferred into the name of Tenant, therefore the Tenant must reimburse the Landlord for water and sewer services provided to the Premises. To simplify administration the Tenant agrees that, in addition to the rent, the Tenant will pay the Landlord a minimum of \$60 a month additional rent towards water & sewer services provided at the property. The Tenant agrees that the Landlord may charge the Tenant an additional rent to recoup the cost of any metered services used at the Premises which increases the cost of Freehold Township's water and/or sewage charges in excess of \$180 on any quarterly invoice; such additional rent shall be equal to the difference between the \$180 paid each quarter and the Water/Sewer bill received for the Premises. The Tenant agrees to pay the Landlord any such excess charges upon demand and as additional rent. The tenant agrees that they will pay the \$60 water and sewer additional monthly rent at the same time, and in the same payment/check as the main Rent.
24. This clause for information purposes only:

Other Utilities and Services are available via the following contact numbers/details:

- NJ Natural Gas (1-732-938-7971)
- Jersey Central Power and Light (1-800-662-3115)
- Cable Vision supplies cable TV, high speed Internet and low fixed cost telephone service [Optimum Voice] around the development ([www.CableVision.com](http://www.CableVision.com))
- Verizon is the main local telephone provider (CableVision's Optimum Voice or Vonage's Voice Over IP telephone systems often deliver substantial savings – but read and understand their policies on 911 calls carefully before subscribing to use their service).

### Insurance

25. The Tenant acknowledges and agrees that the Landlord has no requirement to, and will not, insure the Tenant nor The Tenant's property nor any person that the tenant allows onto\into the property for any liability of any type whatsoever; the Tenant agrees that the Landlord has no liability for any such insurable risk.
26. Prior to commencement of this agreement the Tenant must purchase, at their own expense, 'Renters Insurance' covering a period at least equal to this tenancy. At all times during the Tenancy, and any extension of the Tenancy, the Tenant shall maintain insurance for the premises with a minimum coverage of \$500,000 (each occurrence)

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'personal liability insurance' along with a minimum coverage of \$10,000 for 'damage to property insurance'. Furthermore, it is a condition of this tenancy agreement that MC7 LLC (of Suite 208, Tennent Road, Manalapan, NJ 07726) is listed as an Additional Insured Party (for both the personal liability and property damage) on the Renters Insurance obtained by the Tenant. The Tenant must provide the Landlord with documentary proof of the required Renters Insurance prior to commencement of this agreement and shall provide a full copy of the insurance policy within 30 days of occupation.

27. The Tenant may obtain renters' insurance from any reputable insurance company provided the policy fully complies with the requirements of clause 26 of this tenancy agreement.

***For information only:*** Renters' insurance complying with the requirements of this tenancy agreement can be obtained locally via State Farm Insurance Company (local number: 1-732-845-4514 or <http://www.statefarm.com/insuranc/renters/renters.htm>).

### Abandonment

28. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so. The Tenant agrees that if any rent is not paid within 10 days of its due date or if the Tenant is absent from the premises for more than 30 days without written 'acknowledgement and consent' from the Landlord, the Landlord may, at its sole discretion, elect to treat the Premises as abandoned.

*[Note: An empty property can have, or cause, serious problems which go unnoticed. For this reason if the Tenant is to be absent for longer than 30 days the Tenant must notify the landlord of the planned absence and either provide details of a third party that will take responsible for regularly accessing and checking inside and outside the premises or the Tenant must arrange for an agent of the Landlord's to have access to the property to check the premises regularly].*

### Attorney Fees/ Additional Rent(s)

29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of any default by the Tenant, will forthwith upon demand be paid by the Tenant or collectible by the Landlord as additional rent. All outstanding rents including outstanding additional rent will bear interest at the rate of Twelve (10%) per cent per annum from the due date until paid.

### Governing Law

30. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### Severability

31. If there is a conflict between any provision of this Lease and the Act of the State of New Jersey (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted, as little as possible, in order to comply with the Act. Further, any provisions that are required by the Act are agreed to be incorporated into this Lease.

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- 32. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
- 33. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

- 34. No amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will be binding unless it has been evidenced in writing and signed by each party or an authorized representative of each party.

Assignment and Subletting

- 35. The Tenant will not assign this Lease, nor sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this tenancy agreement.

Damage to Premises

- 36. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Maintenance

- 37. The Tenant will, at its sole expense keep, clean and maintain the Premises and all contents, fixtures, fittings and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 38. The Property contains various electrical appliances, including stove, refrigerator, dishwasher, washing machine, laundry dryer and waste disposal and central air conditioner. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If the Tenant wishes to use these appliances, the Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, the Tenant shall not lose or discard these documents, and will be responsible for their return. If the Tenant does not agree to be responsible for the appliances, but would rather use their own, the Tenant may request that Owner's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to the washing machine and dishwasher when it is not in use.
- 39. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. For any item lost, damaged or worn (including the unblocking of drains, pipes and repairs to plumbing systems) through normal occupancy, except for natural wear to major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.
- 40. Any repair or replacement that is required due to neglect, negligence, failure to act\repair in a timely manner, improper use or excessive use by the Tenant (or any guest of the Tenant) shall be the liability of the Tenant regardless of the cost of its repair or replacement.

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41. Any required repair or replacement that is not notified, in writing, to the Landlord within a reasonable time from occurrence shall automatically become the liability of the Tenant. [For example: A water leak or burst pipe requires immediate attention or it causes further damage and must be notified immediately, versus a sticking door which is not time critical. Failure to act in a timely manner is negligence. ].

### Care and Use of Premises

42. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
43. Vehicles or other objects (ie: boats, trailers, caravans, etc) which the Landlord or Wyndham Place Resident's Association reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles/objects may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the spaces allotted to them.
44. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
45. The Tenant will keep the Premises, including inside and outside of the windows (and all window treatments which are visible from the street) clean at all times.
46. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner using the dumpster facilities provided by Wyndham Place Residents' Association near the premises.
47. The Tenant will not engage in any illegal trade or activity on or about the Premises.
48. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
49. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord.
50. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. In the event of an absence longer than 4 days, the Landlord must be notified in advance as to the name, address and phone number of this said person. In the event that the Tenant does not have a third party who is willing and able to inspect the premises, the Tenant may ask the Landlord's agent to enter and check the property on a regular basis.

### End of Lease Cleaning

51. At the expiration of the lease, the Tenant will immediately quit and surrender the Premises and all its contents/appliances in a good, clean and working condition free of marks, stains, mildew, garbage, damage and personal possessions. The Tenant agrees that the Landlord may deduct all/any costs required to clean the property from the Security Deposit if/where the standard of cleaning does not comply with the Tenant's obligation(s).

### Hazardous Materials

52. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### Rules and Regulations

53. The Tenant will obey all rules and regulations posted by the Landlord, or the Development Association, regarding the use and care of the building, parking areas and other common facilities that are provided for the use of the Tenant in and around the building or development containing the Premises.

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### Lead Warning

54. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees of pre-1978 properties must also receive a Federally approved pamphlet on lead poisoning prevention. To the landlord's knowledge the property was not built pre-1978.

### Address for Notices

55. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

- a. the address of the Tenant is the Premises during this tenancy, and
- b. the contact details of the Landlord shall be:

- Telephone: 732-333-5783
- email: Info@MC7.us
- Fax: 732-810-0416

The Landlord or the Tenant may, on written notice to each other, change their respective contact details / addresses for notice under this Lease.

### General Provisions

56. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
57. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
58. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
59. Where there is more than one person named as Tenant and executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
60. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made due to an emergency. In the event that a lock is changed, the Landlord must immediately be notified in writing and a copy of all keys must be provided to the Landlord, or their agent, within 24 hours of such change.
61. The Landlord and/or the Landlords Agent shall retain a working copy of all keys used to enter or lock the premises (the Pass Keys). In the event of access being required (ie: fire, flood, inspection by relevant authorities or other incidents) or in accordance with clause 72 of this Agreement, the Landlord or their Agent shall have the right to use the Pass Key(s) and to enter the premises solely for the purpose(s) listed in this Agreement.
62. The Tenant will pay \$25.00 additional rent for each unpaid check or check returned by the Tenant's financial institution.
63. The Tenant will professionally steam clean the carpets and wash the Windows at least once every year.

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- 64. During the last 45 days of this Lease, the Landlord or the Landlord's agents will have the right to show prospective tenants, or buyers, around the property (a Viewing) at reasonable times and upon notice to the Tenant. In the event the Tenant has been given notice but is not able to be present for any viewing within 24 hours of the requested viewing time, the landlord or their agent shall have the right to use their 'Pass Key' to enter the Premises for an accompanied Viewing with a pre-screened prospective tenant and without the Tenant being present. If the Landlord or their Agent enter the Premises with any Viewer, they shall notify the Tenant of their visit, retain details of the Viewer(s) and remain with the Viewer(s) at all times while they are in the Premises.
- 65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 66. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
- 67. This Lease may be executed in counterparts.
- 68. Time is of the essence in this Lease.
- 69. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
- 70. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant are responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant are responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
- 71. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant are responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 72. The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

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IN WITNESS WHEREOF the Tenant has duly signed under hand and seal and MC7 LLC has duly affixed its signature by a duly authorized officer.

Tenant's Name ( Print in Capitals ) .....

Tenant confirms that they have read and agreed all terms of this agreement

Tenant's Signature ..... Date.....

Tenant's Name ( Print in Capitals ) .....

Tenant confirms that they have read and agreed all terms of this agreement

Tenant's Signature ..... Date.....

**Tenancy Guarantor Terms**

'The Guarantor' <sup>8</sup> agrees that they have read this lease contract, including this clause, and confirms and agrees that this rental agreement is only being granted to subject to the condition that the Guarantor has agreed to act as guarantor for compliance with all terms contained in this lease.

The Guarantor confirms and agrees that, if asked to do so by the landlord or the landlord's agent(s), the Guarantor accepts full liability to pay all and any late or outstanding rental(s), or other charge(s), relating to the use of the property by the Tenant. The Guarantor agrees that their liability shall include, but not be limited to, the payment of any late payment additional rents, collection expenses or other legitimate costs incurred due to late payment or non payment by the Tenant. The Guarantor agrees that they will pay all/any such late charge(s) within 7 days of notification by the landlord or the landlord's agent. The Guarantor agrees to act as surety/guarantor for the Tenant and both understands and agrees that the landlord can elect to take legal action against the Guarantor either jointly or severally with any person comprising the Tenant in the event of any breach or non payment relating to this rental agreement. For the avoidance of doubt, the Guarantor agrees that their liability under this clause shall extend to: rent, utility bills, repairs, damage and any other expenses incurred by the Tenant relating to this contract and/or the Tenant's use/occupation of the property.

Guarantor's Name ( Print in Capitals ) .....

Guarantor's Signature ..... Date.....

Signed by The Landlord ..... Date.....

**This agreement is a binding offer to rent the Premises upon signature by the Tenant. The agreement does not become a binding Lease unless, and until, unless signed by the Landlord**

I have read and agreed the terms on this page (Page 10 of 10) .....(The Tenant)