



PARKER IMPERIAL
RENTAL APPLICATION

Proposed

Lessor: _____

Date: _____

Address: _____

The undersigned offers to rent from you Apartment Number _____ in the premises located at The Parker Imperial, 7855 Boulevard East, and North Bergen, NJ 07047.

Rental Rate: \$ _____

Note: This proposal shall result in no legal obligation until a formal contract of rental is executed by the parties concerned.

You are hereby authorized to submit to the Condominium Association this proposal together with the following information concerning the undersigned. In applying for consent to this proposed lease, the undersigned understands that such consent is required by the terms of the Master Deed. The undersigned also understands that the information outlined below is essential to this application. If an inspection of the undersigned place of residence is required; applicant agrees to arrange said inspection.

Application must be accompanied by a check for \$400.00 dollars, made out to the Parker Imperial as rental application

Signature of Rental Applicant

Name of proposed Lessee: _____

(Name(s) should be entered above in the manner that Master Deed and other documents are to be drawn.)

Social Security(s) #: _____

Date of Birth: _____

Home Address: _____

Telephone: _____

Business Connection and Position: _____

Nature of Business: _____ Telephone: _____

Number of persons who would occupy the apartment: _____

Family consists:

Number of Adults: _____ Number of Children: _____ Ages: _____

Names of all persons who will reside in the apartment other than servants:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

Names of schools and colleges adults and children attend:

1. _____
2. _____
3. _____

Address of any additional residence owned or leased

Are there pets to be maintained and What type? _____

Special Remarks:

Please provide any additional information which would be pertinent or helpful as an indication of the nature of the applicant's occupancy

Present Landlord

Name: _____ Phone: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Length of Time at this address: _____

Previous Landlord

Name: _____ Phone: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Length of Time at this address: _____

Banking Reference #1

Financial Institution Name: _____ Phone: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Savings Business

Account Number: _____

Banking Reference #2

Financial Institution Name: _____ Phone: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Savings Business

Account Number: _____

Banking Reference #3

Financial Institution Name: _____ Phone: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Savings Business

Account Number: _____

Signature of Rental Applicant

Lessor's Attorney: _____

Address: _____

Lessee's Attorney: _____

Attorney's Address: _____

Broker: _____

Broker's Telephone Number: _____

PARKER IMPERIAL ASSOCIATION, INC.
Lease Rider
Revision # 1 - Approved November 17, 1998

Notwithstanding any provision within the Lease to the contrary, in the event of a conflict between this Rider and the Lease, this Rider shall control. This Rider is hereby incorporated into and made part of the Lease as fully set forth therein.

1. **SUBMISSION OF DOCUMENTS.** Prior to the commencement of, and as a condition precedent to, the effectiveness of the Lease, a fully executed copy of the Lease and of this Rider must be furnished by the Tenant to the Association together with the names of all of the occupants. No occupancy of the Unit by the Tenant shall be allowed unless and until there is full compliance with this Paragraph. The Managing Agent will review the documents submitted to ensure that the Lease and Rider to Lease conform to the Master-Deed, By-Laws and General Rules and Regulations of the Association. If said documents submitted do not meet with the conditions as to minimum term of the Lease, and acceptance and understanding of the Association Governing Documents, the Lease will be considered invalid and shall be automatically void. New and/or continued occupancy of the unit will not be permitted until such a time a duly executed Lease and Rider to Lease is submitted to the Managing Agent for review.

After the Condominium Association approves the Lease, the Unit Owner/Landlord agrees that it will not, without written consent of Association, (i) cancel, terminate or accept any surrender of any of the Lease agreement; (ii) amend or modify any of the Lease agreement or do anything materially to impair the rights of Association there-under; (iii) grant any concessions in connection with the Lease agreement; (iv) collect or accept advance rentals, other than may be provided for in the Lease agreement; (v) waive any default by the Tenant under the Lease agreement or this Lease Rider.

If the Lease agreement between the Tenant and Unit Owner/Landlord obligates the Tenant to advance or prepay rent to the Unit Owner/Landlord for any time span longer than thirty (30) days, the Unit Owner/Landlord shall pay all corresponding monthly Association fees and charges at the time the Lease is approved by the Association. The Association will not approve the Lease agreement unless the Unit Owner/Landlord pays all corresponding Association charges.

2. **LEASE SUBJECT TO COMPLIANCE WITH GOVERNING DOCUMENTS.** The Tenant, his family, guests and visitors shall be obligated to comply with all of the terms and conditions of the Master Deed and with the Association By-laws and Rules and Regulations, including any amendments to any of the foregoing documents. The governing documents constitute material provisions of the Lease agreement and are incorporated by reference in the Lease agreement. If any provisions of the Lease agreement are not consistent with the Association's governing documents, the governing documents shall prevail.

3. **FAILURE TO COMPLY WITH TERMS AND CONDITIONS OF CONDOMINIUM DOCUMENTS.** Failure to fully comply with the terms and conditions of the Governing Documents as defined in the proceeding paragraph constitutes a material breach of the Lease agreement. In the event of any failure of the Tenant to so comply, the Unit Owner/Landlord and the Tenant shall be jointly and severally responsible for any noncompliance and subject to the enforcement remedies exercised by the Association. This includes the right of the Board to suspend the right of the

Tenant to utilize the common elements of the Condominium such as the parking and recreational facilities, it being understood that the Unit Owner/Landlord shall have no such rights during the term of the Lease if the Unit Owner/Landlord does not reside in the Parker Imperial.

The Association shall have the right to notify the Unit Owner/Landlord in the event of such a failure to comply with the terms and conditions of the Condominium Association and demand that the Tenant remedy the violation. If the violation is not corrected within ten (10) days, then the Unit Owner/Landlord, at his sole cost and expense, shall (i) remedy, cure or correct such violation and (ii) institute and diligently prosecute an eviction or claim for monetary damages against the Tenant on account of such violation(s). Such action shall not be settled without the prior written consent of the Association.

If the Unit Owner/Landlord fails to commence legal proceedings and notify the Association of the commencement of those proceedings within 30 days from the date of notice from the Association, then the Association may commence eviction proceedings or a claim for monetary damages in the name of the Unit Owner/Landlord against the Tenant. The parties acknowledge that if the Unit Owner/Landlord fails to fulfill the foregoing obligations, then the Association shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the Landlord and at the Unit Owner/Landlord's sole cost and expense, including all reasonable legal fees and costs incurred by the Association.

The Unit Owner/Landlord hereby names and constitutes the Board of Directors of the Parker Imperial Association to act on behalf of the Association, as his or her attorney-in-fact for the purposes of taking any and all legal actions against the Tenant of the Unit, including eviction pursuant to N.J.S.A. 2A:18-61.1 et seq. This Power of Attorney may be exercised by the attorney-in-fact if the Tenant violates any of the provisions of the governing documents, or the Lease, provided that the Unit Owner/Landlord has been given notice of the intention of the attorney-in-fact to exercise these rights and has not commenced such action as is necessary to cure the violation of the governing documents within thirty (30) days. This Power of Attorney shall enable the attorney-in-fact to exercise against the Tenant each and every right which the Association may have to enforce the governing documents.

The parties recognize that any action taken by the Association because of a Tenant's violation of the provisions of the Governing Documents shall be taken against both the Unit Owner/Landlord and the Tenant. However, the Tenant agrees to indemnify and hold the Unit Owner/Landlord harmless for these violations.

4. LEASE AGREEMENT TERM. Despite anything to the contrary in the Lease, the minimum Lease term shall be no less than one (1) year.

5. NO SUBLETTING OR ASSIGNMENT OF LEASE. The Lease may not be assigned by the Tenant and no subletting all or any part of the Unit shall be permitted without the express prior written consent of the Association. Any such assignment or subletting shall be deemed a material violation of the Lease and grounds for eviction by the Unit Owner/Landlord, or by the Association as the Unit Owner/Landlord's attorney in fact.

6. OCCUPANTS. The Tenant shall provide the Association herein with the names of all adult occupants of the unit, which in no event shall exceed two (2) adults for each bedroom shown on the floor plans and building plans for each unit. For purposes of this paragraph, occupancy shall be defined as any adult who resides in the premises for more than thirty (30) days during any twelve-month period. The Tenant shall inform the Association in writing of any changes in the names of any of the occupants. Occupancy by more than four (4) unrelated persons is prohibited. If persons other than those listed above occupy the unit the Tenant shall be in violation of the Lease Rider and subject to eviction.

7. COLLATERAL ASSIGNMENT OF RENT. All rent payments owed to the Unit Owner/Landlord by the Tenant under the Lease agreement and any renewals thereof are herewith assigned to the Association. The Association hereby agrees that unless and until a default in payment owed to Association shall have occurred, the Unit Owner/ Landlord shall be entitled to receive, collect and enjoy the rents, charges and other amounts accruing to it under the Lease agreement.

In the event of any delinquency by the Unit Owner/Landlord of thirty (30) days or more in the payment of common expenses or other charges levied by the Association or its agents ("Common Charges"), the Association shall be entitled to receive, collect and enjoy said rents, charges and other amounts then and thereafter payable under the Lease agreement including any amount which may then be past due, without application for a receiver or other process of law. The Unit Owner/Landlord hereby constitutes and appoints the Association its true and lawful attorney, in its name or otherwise and at the Unit Owner/Landlord's expense, to demand, collect, sue for and take all lawful measures including the commencement of summary dispossession actions for non-payment of the rents due, for the recovery of said rents, charges and other amounts accrued and unpaid, as well as the rents thereafter accruing and becoming payable. The Association at its option may authorize its employees or agents to enter the Unit.

The Tenant shall pay all such Common Charges, including any accelerated sums, directly to the Association and deduct these amounts from its rental payments without being deemed in default under the Lease. Such direct payments of rents to the Association shall continue for the duration of the Unit Owner/Landlord's continued default, until the Association notifies the Tenant that all such Common Charges are current and the Unit Owner/Landlord is no longer delinquent. Thereafter, the Association at its option may instruct the Tenant to send all future payments for maintenance directly to the Association. The Association may implement any other reasonable collection procedure with the Tenant to maintain the current status of the Unit Owner/Landlord's maintenance account.

The Unit Owner/Landlord shall be subject to any fines or penalty charges imposed by the Association if default has been declared by the Association and the Association must seek recourse to the assignment of rent provision. If the Unit Owner/Landlord shall be in default then all of the Unit Owner/Landlord's and Tenant's rights of use and access to the Association common element facilities and services shall be subject to suspension. The Unit Owner/Landlord waives his right to obtain summary dispossession or late fees against the Tenant during the period that rent payments are made to the Association pursuant to this section.

The foregoing assignment of rents shall operate merely as an assignment of rents, charges and other amounts under the Lease agreement and shall not be deemed to be an assumption by the Association of any obligation of the Unit Owner/Landlord there under. This Provision shall be deemed a collateral assignment of such rent to the Association by the Unit Owner/ Landlord to ensure the payment of such Common Charges. It is the Unit Owner/Landlord's intention that the Association may enforce this provision.

8. LIMITATION OF LIABILITY OF ASSOCIATION. The Association shall have no responsibility with respect to the use of its form Lease. The Unit Owner/Landlord and/or Tenant waive any and all rights and claims of any nature whatsoever against the Association arising from the Association enforcing any provisions of this Lease agreement. The Unit Owner/Landlord leasing his unit and the Tenant both agree to indemnify and hold harmless the Association for any and all claims arising directly or indirectly under the Lease or any terms or provisions contained therein.

The Tenant hereby waives any and all rights of any nature whatsoever against the Parker Imperial Association arising directly or indirectly out of the condition of the Unit, the use of the property or the inability to provide utilities and/or services which are beyond the control of the Condominium Association or caused by the failure of any Systems in the buildings or on the grounds relating the same.

The Unit Owner/Landlord at his or her own expense is responsible for obtaining a Certificate of Occupancy (CO) from the Township of North Bergen (Municipal Building).

9. INJURY DAMAGE OR LOSS WITHIN THE UNIT. The Tenant shall promptly notify the Unit Owner/Landlord and Association of any physical accident to or defects in any portion of the common elements such as water pipes, gas lines, and heating apparatus. The Association may enter the unit without the consent of the Tenant in case of emergency. The Association shall not be liable for any damage resulting from such entry except for damage caused by the Association or its agent's gross negligence.

10. SUBORDINATION. The Lease shall be automatically subordinated to any lien of the Association against the Unit for Common Charges without the necessity for the execution or recording of any formal instrument of subordination.

11. DURATION OF RIDER. In the event the Tenant remains in possession of the Unit after the expiration or termination of the Lease, whether or not the Lease is renewed or extended in writing or otherwise, the provisions of this Rider shall remain in full force and effect and shall be enforceable against the Tenant and Unit Owner/Landlord throughout the Tenant's use and occupancy of the Unit.

12. GARAGE PARKING. The Association does not convey or transfer parking spaces with apartment units. If a Tenant currently owns or leases an automobile and presents a valid automobile registration or lease agreement to the Association and/or Managing Agent, the Association will assign an indoor parking space at no cost to the Tenant. The assignment will be based on location availability, automobile size and any physical impairment that may necessitate special consideration. Upon assignment, the Association will issue the Tenant parking stickers for each automobile registered with the Association. The indoor parking spaces are for the exclusive use of the registered vehicle(s) owned or leased by the Tenant. Under no circumstances will an automobile without a valid sticker be permitted in the garage and only one vehicle may be parked in the Tenant's assigned space at any one time. The Association does not permit guest parking in the garage.

13. RECOMMENDATION FOR REVIEW BY ATTORNEYS FOR UNIT OWNER/LAND- LORD AND TENANT. IT IS RECOMMENDED THAT EACH PARTY CONSULT AN ATTORNEY WITH RESPECT TO A DECISION TO USE THE ASSOCIATION'S FORM LEASE. MOREOVER, IT IS ALSO RECOMMENDED THAT THE "RIDER TO LEASE" SHOULD BE REVIEWED BY THE ATTORNEYS FOR THE RESPECTIVE PARTIES TOGETHER WITH THE FORM OF LEASE UTILIZED.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Rider this _____ day of _____, 200_____.

Witness: _____
Tenant Signature _____

Tenant Name (Print)

Witness: _____
Joint Tenant Signature _____

Joint Tenant Name (Print)

Witness: _____
Unit Owner/Landlord Signature _____

Unit Owner/Landlord Na