

**Leisure Village West Association
959 Buckingham Drive
Manchester, NJ 08759
(732) 657-9595**

Office Use Only
Approved By _____
Fee _____
Check # _____
Date _____

APPLICATION FOR LEASING PERMIT:

Attached Landlord Identity Registration Statement filed with the Municipal Clerk – Manchester Twp.

Owner Name(s): _____ Owner Address: _____

Owner Phone Number: _____

HO-6 Condo Insurance: (Name of Ins. Co. and Policy #): _____

I (WE), the undersigned UNIT OWNER(S), hereby apply for approval to rent the following unit:

Unit Address: _____

At least one occupant (tenant) must be 55 Years or Older- Attach Driver's License or Proof of Age with application.

Primary Occupant Name: _____ Age: _____

Second Occupant Name: _____ Age: _____

Third Occupant Name *: _____ Age: _____

Tenant Phone Number: _____

HO-4 Insurance: Y/N (if yes, Name of Ins. Co. and Policy #): _____

NEW APPLICATION: One (1) Year Lease - \$300.00 / Two (2) Year Lease - \$350.00 / Three (3) Year Lease - \$400.00

RENEWAL: One (1) Year Lease - \$100.00 / Two (2) Year Lease - \$150.00 / Three (3) Year Lease - \$200.00

This application must be submitted by the unit owner or other authorized agent to the above listed Association Office. A non-refundable processing fee from unit owner in the amount indicated above must accompany this application.

The signature of the unit owner and tenant below shall constitute compliance by the parties to the terms of the Lease Addendum which is attached.

A complete duplicate original of each lease shall be filed with the Association before the lease becomes effective prior to occupancy by the tenant.

Unit Owner Signature: _____ Date: _____

Lessee Signature: _____ Date: _____

<p>This Permit shall be automatically revoked without notice upon the occurrence of any of the following:</p> <ol style="list-style-type: none">1. The sale or transfer of the Unit to a third party; or2. The expiration and non-renewal of a tenant's lease; or3. The failure of the Unit Owner to lease the Unit for any period of one-hundred eighty (180) days after receiving a Leasing Permit.

* Restrictions may apply based on model type

**LEISURE VILLAGE WEST ASSOCIATION, INC.
REGULATION ON LEASE OF UNITS
LEASE RIDER**

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Bylaws, Master Deed, Resolutions and any Rules and Regulations (collectively the "Governing Documents") of Leisure Village West Association, Inc. (the "Association") constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Governing Documents, the Governing Documents will control.

Landlord shall ensure unit refrigerator, oven/range, washer, dryer, dishwasher, water heater, heating and air conditioning appliances are maintained in working order and shall promptly replace appliances when unrepairable, in accordance with Association specifications and permits.

Landlord retains responsibility for and shall ensure the five-foot landscaped perimeter is maintained in accordance with Association guidelines at all times.

Landlord shall promptly supply to the Association, before Tenant shall be permitted to move into the Premises, complete copies of all Leases in effect upon the Premises, as well as the status of such Leases.

This Lease Rider shall inure to the benefit of the Association, its successors and assigns, and shall be binding upon the Tenant, Landlord, and his/her administrators, successors and assigns.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Governing Documents constitutes a material breach of this Lease and is grounds for eviction. In the event that Tenant violates a provision of the Governing Documents and, after notice by the Association or the Landlord continues to violate same, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's legal fees and costs incurred in such proceedings.

NO AMENDMENT, ASSIGNMENT OR SUBLET. The Tenant will not sublet or assign all or part of the property being leased, hereby commonly known as (address of the "Premises"), without prior written consent of the Association.

UNIT ACCESS. The Tenant agrees and acknowledges the right of the Association to have access to the Premises from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. The Association shall not be liable to either the Landlord or the Tenant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for that damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant shall comply with all federal, state and local requirements concerning the occupancy and use of the unit, including but not limited to, New Jersey Department of Community Affairs regulations and township ordinances concerning the number of individuals who may reside within the unit, in conjunction with any related provisions of the Governing Documents. Failure to so comply shall constitute a material breach of this lease.

INJURY, DAMAGE OR LOSS. The Tenant shall notify promptly both the Landlord and the Association of any accident to, defects in, or problems with the water pipes, gas pipes, heating apparatus, or other equipment or appliances in the unit.

LANDLORD'S ASSIGNMENT OF RENTS TO ASSOCIATION. The Landlord herein acknowledges that the execution of this Lease Rider does not operate to relieve the Landlord of the Landlord's obligation to pay the unit's proportionate share of the common expenses and assessments required by the Association. As security for the performance of the Landlord's continued obligation to pay the unit's proportionate share of common expenses and assessments, the Landlord herein assigns to the Association the rent payable to the Landlord by the Tenant.

Said assignment of rent shall, however, only become operative upon the Landlord's failure to timely pay the Landlord's unit's proportionate share of common expenses and assessments, as well as any fines, late fees, attorneys' fees and any

other expenses or costs to the Association, after having been given thirty (30) days written notice by the Association as to the Landlord's default. Upon the Landlord's failure to cure said default within said thirty (30) day period, the Association may, without having to institute any court action or proceeding, demand of the Tenant that the Tenant pay over to the Association any and all rent due to the Landlord under the terms of the Lease.

The Tenant herein covenants to fully cooperate with the Association and to pay rent directly to the Association if so demanded by the Association. The rent received by the Association from the Tenant shall be applied as follows: (1) to cure the Landlord's delinquency, including common expenses and assessments, late fees, fines, attorneys' fees and any other costs or expenses that the Association may incur as a result of the Landlord's nonpayment; and (2) any rent in excess of the Landlord's account balance shall be returned to the Landlord.

The Landlord shall observe and perform all of its obligations and agreements under the Lease and shall not do or permit anything to be done to impair the assignment herein, and the Association shall not be obligated by reason of acceptance of this assignment to perform any obligation of the Landlord provided for in the Lease. The Landlord agrees to indemnify the Association and save it harmless from and against any loss, liability, or damage (including reasonable counsel fees for defense) arising from any claim by any Tenant or any other party arising under or in connection with the Lease or this Assignment.

The Association shall have the right, both before and after any failure of Landlord to pay its obligations to the Association, to enforce all provisions of the Lease.

The Landlord shall not (a) collect any of the rent, income or profits arising or accruing from the Premises, more than one (1) month in advance of the time when the same shall become due under the terms of the Lease, (b) discount any future accruing rents, or (c) execute any other assignment of leases of the Premises.

This Assignment shall inure to the benefit of the Association, its successors and assigns, and it shall be binding upon the Landlord, Tenant and his/her administrators, successors and assigns.

NON-WAIVER. Nothing contained in this Lease Rider and no act done or omitted by the Association pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Association of its rights and remedies under the Governing Documents. This Lease Rider is made by Landlord and Tenant and may be accepted by the Association without in any way limiting or constricting any of the rights, powers and remedies possessed by the Association under the terms of the Governing Documents. The rights of the Association to collect any obligation of Landlord and to enforce any other of its rights may be exercised by the Association either prior to, simultaneously with or subsequent to any action taken by it under this Assignment.

NON-AGENCY. The Association shall not be deemed to be an agent, partner or joint venture of Landlord or of any other person, and nothing herein contained shall be construed to impose any liability upon the Association by reason of the Lease Rider granted hereby.

BREACH. Failure of the Tenant and/or the Landlord to comply with any provision herein shall constitute a material breach of the lease.

LEASE TERM. This Lease shall provide for a term of:

- One (1) year Two (2) years Three (3) years

This Lease begins on _____ and terminates on _____.

, Tenant

Date

, Tenant

Date

, Landlord

Date