

REXFORD S. TUCKER APARTMENTS LEASE AGREEMENT

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REXFORD S. TUCKER APARTMENTS

LEASE AGREEMENT

THE PARTIES, LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL PROMISES IN THIS AGREEMENT (referred to as “Lease”) UNDERSTAND AND AGREE TO THE FOLLOWING:

1. PARTIES AND DWELLING UNIT: The Parties to this Lease are the **Madison Housing Authority**, referred to as **Landlord**, and, *[Tenant Name]* referred to as **Tenant**. The Tenant understands and agrees that the term “Landlord” shall include Landlord’s successors, assigns, and agents. A Managing Agent may act as agent for Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are individually and as a group liable.

Landlord leases to Tenant a *one*-bedroom unit, number *[x]*, located at **15 Chateau Thierry Avenue, Madison, NJ, 07940**, known as **Rexford S. Tucker Apartments**.

The premises leased are for the exclusive use and occupancy of the Tenant and the Tenant’s household consisting of the following named persons who will live in the unit:

[Tenant Name]

Any additions to the household members listed above requires the advance written approval of the Landlord and must be reported to the Landlord within ten (10) days. The Landlord shall approve additional family members if they meet the eligibility criteria, including criminal background screening, and if an appropriate size unit is available.

2. TERM OF LEASE: The initial Lease term shall begin on *[DATE]* and end on *[DATE]* (See Section 21 regarding renewals).

3. RENTAL PAYMENT: The tenant will pay 30% of gross monthly adjusted income in rent. The monthly rent of \$ *[RENT]* shall be due and payable in advance on the first day of each month beginning on *[DATE]*. This rental figure will remain in effect, unless adjusted because of Regular Reexamination or an Interim Rental Adjustment. If the date of occupancy is other than the first day of the month, the monthly rental shall be prorated at a daily rate.

4. SECURITY DEPOSIT: Tenant has deposited \$ *[SECURITY DEPOSIT]* as a security deposit with Landlord. Landlord will hold this security deposit for the period Tenant occupies the unit in accordance with the New Jersey “SECURITY DEPOSIT LAW,” as amended. Landlord shall place the deposit in an interest-bearing account earning at the Bank of America, Madison, New Jersey. Tenant acknowledges that this lease constitutes notice of where the Landlord has deposited the security.

After Tenant has moved from the unit, Landlord will determine whether Tenant is eligible for a refund of any or all the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) Tenant must provide Landlord with thirty (30) days written notice of intent to move or otherwise be liable as provided in Section 21.

- b) After Tenant has moved from the unit, Landlord will inspect the unit for damage. Landlord will permit Tenant to participate in the inspection if Tenant so requests.

Landlord will refund to Tenant the amount of the security deposit together with interest less:

- 1) Unpaid rent,
- 2) Any administrative fee which shall be an amount within that permitted by State Law,
- 3) Damages that are not due to normal wear and tear not listed on the initial Unit Inspection Report,
- 4) Any uncollected damages pursuant to Section 14,
- 5) Charges for late payment of rent and returned checks as described in Section 7,
- 6) Charges for unreturned keys as described in Section 12, and
- 7) Any other unpaid charges due Landlord.

Landlord will give Tenant a written list of charges that were deducted from the deposit.

- c) Landlord agrees to refund the amount computed within thirty (30) days after Tenant has permanently moved out of the unit. Tenant is to advise Landlord in writing of the address to which the refund should be sent.

Tenant understands and agrees the security deposit is not to be considered by Tenant as payment of the last month's rent.

5. UTILITIES AND SERVICES: Utilities and Services shall be paid by the parties as indicated below:

	Landlord	Tenant
Electricity	_____	_____ X _____
Gas	_____ X _____	_____
Water	_____ X _____	_____
Garbage Collection	_____ X _____	_____
Sewer	_____ X _____	_____

The Tenant shall not waste utilities furnished by the Landlord or use utilities or equipment for any unauthorized purpose. A utility allowance per month for Tenant-paid utilities has been taken into consideration in determining the Tenant's monthly rent charge and housing assistance payment.

6. ADDITIONAL RENT: If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for expenses incurred as additional rent. Expenses including late fees, returned check fees (refer to Section 7), damages (refer to Section 14), reasonable attorney fees and other associated costs will be construed as additional rent and will be due and payable in accordance with the monthly rental charge as described in Section 6. If the Tenant fails to pay the additional rent, the Landlord will have the same rights as if the Tenant failed to pay the rental charge. Attorney fees and costs of legal actions are not chargeable to Tenant if Tenant prevails in the proceedings.

7. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS: Tenant understands and agrees to pay, in accordance with Section 6, an extra charge for late rent payments and returned checks as follows:

- a) **Late Payments** – Rent shall be payable in advance on the first day of each month. Tenant will pay rent plus all fees, charges and surcharges by money order or personal check. If Tenant does not pay

the full amount by the close of business on the 5th day of the month, Tenant will be delinquent and agrees to pay additional rent of **\$50.00**.

- b) **Returned Checks** – Tenant will pay a fee equal to the bank charge, plus an administrative fee of **\$20.00** any time a check is not honored for payment. Two instances of returned checks will result in non-acceptance of personal checks from Tenant.

8. OCCUPANCY OF RENTAL UNIT AND USE OF PREMISES: Tenant shall occupy and use the premises as a private residence and for no other purpose. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks. "Guest" means a person in the leased unit with the consent of a household member. The Tenant must notify the Madison Housing Authority in writing of all overnight guests staying on the premises for more than two nights. This notice must be received no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the leased premises. If any visit will extend beyond two weeks, the Tenant must notify the Madison Housing Authority in writing, stating the reasons for the extended visit, which must be authorized in writing by the Madison Housing Authority.

Tenant shall not carry on any trade, profession, business, school, course of instruction, or entertainment on the premises. This includes, but is not limited to, keeping roomers, lodgers, or boarders, operating a day care center, consulting or examining clients or patients, selling, reselling or trading goods, grooming or training animals, teaching an instrument, vocal, music, dramatics or dancing, performing or speaking for audiences, general consulting work and operating a baking, catering or other food service business.

Tenant shall not assign this lease, sublet, or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without written consent of Landlord. Tenant shall comply with all laws affecting the occupancy of the premises and with all applicable rules or regulations now or hereafter established or modified by Landlord or Agency.

Failure to comply with this provision is a substantial violation of the lease and will result in Tenant's eviction from the unit.

The tenant understands and agrees that the Landlord does not provide security protection for the Tenant, his car or property within the parking area.

9. CONDITION OF DWELLING UNIT: By signing this Agreement, Tenant acknowledges that the unit is in safe, clean, sanitary and good condition and agrees to maintain unit in safe, clean, sanitary and good condition during the term of this Lease. Tenant agrees that all appliances and equipment are in good working order. Tenant also agrees that Landlord has made no promises to decorate, alter, repair, or improve the unit.

In addition, Tenant acknowledges that the Landlord has equipped the premises with (an) operable smoke/CO detector(s). Tenants acknowledge that they are barred from disabling the smoke/CO detector(s) at any time. Tenants also acknowledge that they are required to test the smoke/CO detector(s) monthly and to replace batteries as needed. Tenants are required to promptly report any malfunctions of their smoke/CO detector(s) to management. Tenants acknowledge that the Landlord and Manager shall not be liable for damages or injuries to persons or property caused by Tenants disabling of smoke/CO detectors, failure to regularly test smoke/CO detectors, failure to change batteries as needed, or failure to immediately report malfunction of smoke/CO detectors to management.

10. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY: Tenant agrees that any changes in household composition whereby any persons other than the household members identified in Section 1 of this Lease begin to reside at the leased premises, or any of the persons identified in Section 1 of

this Lease discontinue residing at the leased premises, **or any change in income of tenant or household members, must be reported to the Landlord in writing within 10 days of the occurrence of such change**, and once each year when requested by the Landlord for recertification. Tenant also agrees to furnish accurate information to the Landlord as to identity, income, and employment of all persons residing upon leased premises. This information shall be used by the Landlord in determining whether the rental should be changed and whether Tenant is still eligible for the particular dwelling unit. Tenant also shall give the Landlord authorization to verify all sources of income. This determination will be made in accordance with the approved Administrative Plan in the Madison Housing Authority office.

(a) Rentals fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit to the Landlord any facts required for the determination of rent, the Landlord may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. The Landlord shall also have available in such event, at its option, the remedy of termination as provided in Section 22(a) of this Lease. If this Lease is an extension of occupancy by the Tenant under a prior lease or leases with the Landlord, such amount due under the prior lease or leases may be charged and collected as if the same had occurred hereunder.

(b) In the event of any rent adjustment pursuant to the above, the Landlord will mail or deliver a "Lease Amendment" to the Tenant in accordance with Section 23 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has reported such change at least 14 days before the first day of the month following the change. In the case of a rent increase, the adjustment will become effective the first of the next month following the change, unless such date is sooner than the 14th day after delivery of notice to Tenant concerning the change. In that event the change shall take effect on the first day of the second month following the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from a finding of a misrepresentation as provided above). The Tenant agrees to be bound by any change determined by the Landlord to be necessary by application of this paragraph.

(c) If the Landlord in its sole discretion determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered the other unit and shall move within 30 days unless otherwise authorized by the Landlord. If the Tenant fails to accept the other unit, the Landlord may terminate this Lease pursuant to the appropriate procedures described in this Lease. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.

(d) When the Landlord determines the amount of rent or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Landlord's grievance procedure.

11. OBLIGATIONS OF LANDLORD: Landlord will:

- a) Not unlawfully discriminate on the basis of race, color, religion, creed, national origin, sex, handicap or membership in a legally protected class;
- b) Comply with all applicable codes;
- c) Make necessary repairs and ensure that the Development is habitable;
- d) Keep all common areas clean;

- e) Provide and maintain garbage receptacles;
- f) Respond in a reasonable time to service calls by the Tenant.

Landlord is not responsible for the following:

- a) Damage or loss of Tenant property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise. (Tenant understands that it is the Tenant's obligation to obtain insurance covering personal household possessions);
- b) Damage or loss of Tenant's property entrusted to Landlord's employees;
- c) The loss or damage of Tenant's possessions stored in storage room, if provided;
- d) The acts of other Tenants;
- e) The failure of the elevators;
- f) Property remaining in the unit after the Lease of tenancy ends. Such property shall be considered abandoned, and Landlord will take actions in accordance with New Jersey "Abandoned Property Act"

12. KEYS AND LOCKS: Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written consent of Landlord.

13. RESTRICTIONS ON ALTERATIONS: The Tenant understands and agrees not alter the unit or building in any way without prior written approval of the Landlord. Tenant must NOT to do any of the following:

- a) Change or remove any part of the appliances, fixtures or equipment;
- b) Install wall-to-wall carpeting;
- c) Paint or install wallpaper or contact paper in the unit;
- d) Attach awnings or window guards to the unit;
- e) Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- f) Attach any shelves, screen doors, or other permanent improvements in the unit;
- g) Install washing machines, dryers, fans, or heaters in the unit;
- h) Place any aerials, antennas, television dishes or other electrical connections on the unit; or
- i) Make any other unauthorized alteration to the unit or common spaces of the building.

Tenant shall remove any alteration on the apartment without Landlord approval on demand from the Landlord.

Any alterations made with written Landlord approval shall become the property of the Landlord when completed and paid for by the Tenant. Such alterations shall remain as part of the apartment at the end of the Lease term unless Landlord demands the Tenant remove them. The Tenant shall pay promptly all costs for any alterations. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Development. If any lien or claim is filed against the Development, the Tenant shall have it promptly removed.

14. DAMAGES: Whenever damage (except reasonable wear-and-tear) is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family, visitors or aides/employees, Tenant agree to pay as additional rent:

- a) Reasonable charges for all damages to the premises of the Development or unit (including equipment and/or appliances supplied to the unit). Charges for such damage are to be made according to the current Schedule of Maintenance Charges, as applicable, posted in the Management Office. If damages do not appear on the schedule, Tenant will be charged for the actual cost of the repairs.

Tenant agrees that payment of all such charges shall be made within thirty (30) days of the date charges are billed; damage charges are considered additional rent (Refer to Section 6).

b) Rent for the period the unit is damaged, whether or not the unit is habitable.

15. DEVELOPMENT'S RULES AND REGULATIONS: Tenant agrees to obey reasonable rules and regulations of the Development, as set forth in the addendum to the Lease, "Rules and Regulations," and which are made a part of this Lease. Tenant agrees to accept in writing and obey additional and/or changed rules and regulations established after the effective date of this Lease. The Tenant will receive written notice of the proposed rules and regulations at least thirty (30) days before the rule and regulation is enforced.

16. SMOKE-FREE BUILDING: For the health and safety of all residents, the Rexford S. Tucker Apartments is a totally smoke-free building. Tenant agrees to abide by all provisions of the Landlord's Smoke-free Housing Policy (see Section 26: Complete Documents/Receipt for Attachments)

17. PET POLICY: Tenant agrees to abide by all the provisions of the Landlord's Pet Policy, which is made part of this lease (see Section 26: Complete Documents/Receipt for Attachments). Tenant agrees to keep no animal, bird, fowl, fish, reptile and/or any pet of any kind in or on the premises except as permitted by the Pet Policy and other applicable laws and regulations. No guest shall bring any animal, bird, fowl, fish, reptile and/or any pet of any kind onto the premises at any time.

18. PARKING POLICY: Tenant has been provided with a Parking Policy, which is made part of this lease (see Section 26: Complete Documents/Receipt for Attachments).

19. TENANT'S LIABILITIES UPON TERMINATION: If this Lease ends because of legal action by Landlord, Tenant shall pay Landlord rent owed, including and in addition thereto, attorney's fees, court costs and any expenses incurred in repairing damages under Section 14.

20. ACCESS TO PREMISES

- a) Landlord shall be allowed immediate access to the apartment in emergency situations. If Tenant is not present, Landlord may enter the unit by a master key. Landlord will attempt to notify Tenant of any entry twenty-four (24) hours in advance.
- b) Tenant will let Landlord enter the unit at reasonable times to perform routine maintenance services.
- c) The Tenant agrees to allow the Landlord to inspect the unit on an annual basis. The Landlord will give the Tenant at least seventy-two (72) hours notice prior to the inspection.
- d) During the thirty (30) day period prior to the end of the tenancy or Lease, Tenant will allow Landlord to enter the unit at reasonable hours to show the apartment to possible new tenants.
- e) If Tenant moves before the Lease ends, Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for reoccupancy.

21. TENANT'S OPTION TO RENEW

- a) Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the unit.
- b) In the absence of notice to the contrary, the Lease will be deemed automatically renewed by Landlord and Tenant for another one (1) year term.

- c) If Tenant is vacating the unit within thirty (30) days prior to the expiration of the Lease term and does not give Landlord the full thirty (30) day's notice, Tenant will be liable for the monthly rent until such time as the unit is re-rented.
- d) If Tenant vacates the unit at any other time during the Lease term, except as provided in Section 21, Tenant will be liable for the monthly rent up to the term of the Lease or until such time as the unit is re-rented.
- e) Any changes in the terms and conditions of the Lease, excluding rent, charges, fees, surcharges, will be provided to the Tenant at least sixty (60) days before the end of the Lease term. Such changes will become effective with the new Lease term.

22. TERMINATION OF TENANCY BY THE LANDLORD: Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction.

- a) Material non-compliance with the terms of this Lease including, but not limited to: non-payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under Section 14; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alteration to the unit; refusing inspections/access per Section 20; giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility for a unit;
- b) Tenant actions that endanger the health, safety or welfare of other tenants residing in the Development, and/or Tenant action that interfere with the right to peaceful & quiet enjoyment of the premises by other tenants residing in the Development;
- c) Tenant's material failure to carry out obligations under applicable State statutes, Agency regulations, directives, policies, procedures or guidelines and local laws and ordinances;
- d) Tenant's material failure to carry out obligations of the Project-based voucher program (applies to tenants receiving assistance under U.S. Department of Housing & Urban Development's Rental Assistance Demonstration Project-based Voucher Program.)
- e) Tenant's failure to maintain the unit in a habitable condition;
- f) Violation of any rule or provision of the Pet Policy, Parking Policy or and serious or repeated violation of the rules and regulations applicable to the Tenant's dwelling unit or the affordable housing development's premises as posted and in effect from time to time.
- g) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the above premises;
- h) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Madison Housing Authority;
- i) Any drug-related criminal activity by Tenant, any member of the Tenant's household and any guest or any other person under the Tenant's control. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute,

or use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- j) Any threatening, abusive or violent behavior toward housing authority personnel, either physical or verbal;
- k) In the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions, nothing herein shall be construed to compel Madison Housing Authority to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of Madison Housing Authority premises or any other Tenant or Madison Housing Authority employee;
- l) Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease;
- m) Material violations of the Development's rules and regulations;
- n) Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above, are grounds for his/her removal in an eviction proceeding. Landlord specifically reserves the right of re-entry in such circumstances.

23. NOTICES

- a) The Landlord's notice is given when handed to Tenant, mailed to Tenant or left at Tenant's apartment or in Tenant's mailbox.
- b) Tenant's notice to Landlord is given when sent by certified mail or hand delivered to Landlord at the address at the end of this Lease. Landlord shall notify Tenant in writing of any change of address.
- c) All Lease/tenancy termination notices will specify the date that the Lease/tenancy will be terminated, and the reason for the termination.
- d) All Rent Adjustment Notices will state the new amount the Tenant is required to pay and the date the new amount is effective.

24. GRIEVANCE POLICY: Other than eviction disputes referred to in section 22(h)(i) (involving a Tenant's criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Landlord employees, or involving any drug-related criminal activity on or near the premises), all disputes concerning the obligations of the Tenant and residents or the Landlord under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Madison Housing Authority which is in effect at the time such grievance or appeal arises. The procedure shall be posted in the Madison Housing Authority office and incorporated into this Lease by reference.

25. CONTENTS OF THE LEASE: The Lease and its Attachments, as may be amended, make up the entire agreement between Tenant and Landlord. Any change to this Lease must be in writing and must be executed by both Tenant and Landlord, unless provided herein.

If any court declares any provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease does not prevent future enforcement of that provision. In the event of the sale or lease of the Development, the new Landlord will assume the obligations under this Lease, as required by the Agency.

This Lease is subordinate to all underlying leases and to all mortgages of the Development and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages on the Development are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

26. NON-DISCRIMINATION: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability or familial status. The Landlord shall comply with all nondiscrimination requirements of Federal, State and local laws.

27. COMPLETE DOCUMENT/RECEIPT FOR ATTACHMENTS: The following Attachments have been provided to the Tenant and are made a part of this Lease. Receipt of these Attachments is hereby acknowledged by the Tenant's initials below:

- () 1. Rules and Regulations of the Development
- () 2. Truth in Renting booklet pursuant to N.J.S.A. 46:8-43 through 49.
- () 3. MAHC Grievance Policy & House Rules Addendum: Resident Procedural Rights
- () 4. Smoke-free Housing Policy
- () 5. Parking Policy
- () 6. Pet Policy
- () 7. Tenant Handbook
- () 8. VAWA Lease Addendum
- () 9. Window Guard Lease Addendum

This Lease consists of a total of ten (10) pages. By signing this Lease, Tenant hereby acknowledges receipt of a copy of this Lease and all attachments.

IN WITNESS WHEREOF, the parties have signed this Lease.

[Tenant Name]

Date

[Tenant Name]

Date

Madison Housing Authority

By: _____
[MHA Staff Member Name]
Title:

Date

Notices to Landlord shall be sent c/o: Madison Housing Authority, 24 Central Ave, Madison, NJ 07940