

Terms of Use

This website is owned and operated by Hamilton Garden Associates LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors community and apartment complex general information, photo galleries, open and existing contractor role information, open and existing organization internal roles, as well as an electronic leasing process to potential applicants, and a medium for existing residents to pay rent, submit maintenance requests and get in touch with management of Hamilton Garden Apartments. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When using a third party application on our website, you agree that: (i) you are responsible for reading the full terms and conditions of that third party supplier as are available on their own websites before making a commitment to use it. If you need assistance location the terms and conditions for our third party partners such as Rentigo, CoreLogic, or others, please inquire with management at info@hamiltongardenapartments.com

There are no fees to a site visitor for using our website except for when an applicant decides to apply for an apartment by clicking the apply now button within the leasing tab or when a resident decides to pay rent online within the residents tab. Residents will never see their personal information publicly displayed on the Hamilton Garden Apartments site. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

Application fees submitted online are charged on a per-person basis at \$50.00. This is a non-refundable fee. To understand our leasing criteria before submitting payment, please call our management office at 609-586-5100 which will enable you to use your own judgement onto whether to incur the \$50.00 application fee per-person, or not.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer on hamiltongardenapartments.com; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason. We will always exercise a best effort in being courteous to existing and future residents in ensuring this does not abruptly impact the convenience offered by our site.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Hamilton Garden Apartments. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

You agree to indemnify and hold Hamilton Garden Associates LLC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website. You must also note that all services offered on the website are also and will remain fully available offline to the same extent as prior to the release of said website. As such it is on your own risk and volition to engage with and use our website. We have taken much care in certifying its online safety and continue to do so as a constant work in progress.

To the maximum extent permitted by applicable law, in no event shall Hamilton Garden Associates LLC be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service. If you have experienced any of the aforementioned events please email management immediately at info@hamiltongardenapartments.com explaining the incident.

To the maximum extent permitted by applicable law, Hamilton Garden Associates LLC assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our third party secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. Your continued use of the Website or our services after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the services.

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of New Jersey without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Mercer County, New Jersey.

For more information, questions, concerns, or feedback surrounding any of the terms of use, Hamilton Garden Associates LLC may be reached at the following methods of communication:

E-mail: info@hamiltongardenapartments.com

Phone: (609) 586-5100

Mailing Address: Hamilton Garden Apartments at P.O. Box 271, New York, NY 10014.

The Terms as stated above are dated effective 04.28.2020 and will be update to said date will be reflected every time there is a material change.