

RESIDENTIAL LEASE AGREEMENT
(New Jersey)

The Landlord and Tenant agree to lease the property for the Term and at the Rent stated, as follows: (The words Landlord and Tenant include all landlords and all tenants under this Lease.)

Date of Lease: _____

Name(s) of Landlord(s): _____

Address: _____

Name(s) of Tenant(s): _____

Address: _____

Property: _____

Premises: Unit # _____

Term: Beginning Date: _____

Ending Date: _____

“Property” includes the land and improvements owned by Landlord at the subject address.

“Premises” is that portion of the Property rented exclusively to Tenant.

RENT: Rent for the term of this lease is \$ _____, which rent is payable in monthly installments of \$ _____, on the first day of each month in advance beginning:

_____.
Tenant must pay a \$ _____ late fee, as additional rent for each rental payment received after the _____ day of the month after it is due; any rental payment that is more than thirty (30) days overdue shall bear interest at the rate of eighteen (18%) per cent per year; Tenant must pay a \$25 charge for each rental payment returned for "insufficient funds" from the bank, plus the late fee, or \$100 total; IF the rental payment is returned a second time during this lease Term, then, the Tenant must pay all future rent payments either by certified check or cash, no personal checks will be accepted.

The RENT is made payable to: _____

Security Deposit: \$ _____ shall be paid to the Landlord upon signing of this Lease by Tenant and shall be held as required by New Jersey law in an interest-bearing account in the Tenant's name at (name of bank) _____

Broker Commission: The Broker's Commission in the amount of \$ _____ shall be paid by the _____ upon full execution of the lease as follows: \$ _____ to

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1. Possession and Use

The Landlord shall give possession of the Premises to the Tenant for the Term. The Tenant shall take possession of and use the Premises only as a private residence. Only a Tenant signing this is a Tenant under this Lease. The Tenant shall not use the Premises for any business, professional, unlawful or hazardous purpose. The Tenant must not allow the Premises to be vacant for extended periods without notifying Landlord's agent in advance. There shall be no more than _____ people residing in the Premises.

No trucks, trailers, boats, recreational vehicles, or vehicles or trailers other than passenger cars will be parked in the driveway or in front of the Property without the written consent of the Landlord.

2. Rent

The Tenant shall pay the Rent to the Landlord at the address given on page 1 of this Lease. If Tenant does not pay the Rent within _____ days after it is due, Tenant may be evicted.

3. Additional Rent

If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply to the Tenant as "additional rent". This includes reasonable attorney's fees and other expenses incurred by the Landlord as a result of the Tenant's violation of any Lease agreement. The additional rent shall be due and payable as rent with the next monthly Rent payment. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent. If the "additional rent" has not been paid, after it has been billed, the Landlord may take these charges from the security deposit and demand that Tenant pay sufficient funds to restore the security deposit to its original amount.

4. Security

The Tenant has given to the Landlord the Security stated above. It shall be deposited or invested by the Landlord and bear interest or yield other earnings as required by law. The balance of the interest or earnings, after deduction for the Landlord's administration expenses allowed by law, shall belong to the Tenant. The Tenant's portion of the interest or earnings shall be permitted to compound, or shall be paid to or credited for the benefit of the Tenant as provided by law.

The Security shall be held in trust by the Landlord during the Term of this Lease, including any renewal or extension. It shall be used as security for the Tenant's compliance with the Tenant's obligations under this Lease. The Landlord may deduct any costs resulting from the Tenant's failure to comply with any agreement in this Lease. If the costs are deducted from the Security, the Tenant shall promptly restore the Security to its original amount. The Security is not to be used by the Tenant for the payment of Rent without the Landlord's written consent.

Within 30 days after the end of the Term, the Landlord shall return to the Tenant (a) the Security and the Tenant's portion of the interest or earnings, less any charges made under this Lease, and (b) a statement itemizing the interest or earnings and any deductions. This shall be done by personal delivery, registered or certified mail.

If the Landlord's interest in the Building is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest or earnings to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given to the Tenant within five (5) days after the transfer, by registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security plus the Tenant's portion of the interest or earnings.

The new Landlord becomes liable to the Tenant for the return of the Security plus the Tenant's portion of the interest in accordance with the terms of this Lease.

5. Term

The Term of this Lease shall begin and end on the dates set forth on page 1 of this Lease.

6. Condition

Tenant has examined the Property, including the living quarters, all facilities, furniture and appliances therein, and is satisfied with its present physical condition.

7. No Assignment or Subletting

The Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease, (b) sublet all or any part of the Premises or (c) permit any other person to use the Property except as a temporary guest. Notwithstanding the consent of Landlord to an Assignment or Sublet of the Premises, Tenant shall remain responsible for all of the terms and conditions of this Lease.

8. Payment by Landlord

If the Tenant fails to comply with the terms of this Lease, the Landlord may (but shall not be

required) to take any required action and charge the cost, including reasonable attorney fees, to the Tenant, as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

9. Violation, Eviction and Re-entry

The Landlord reserves a right of re-entry which allows the Landlord to end this Lease and re-enter the Premises if the Tenant violates any agreement in this Lease. This is done by eviction. Eviction is a summary court procedure to remove a tenant. The Landlord may also evict the Tenant for any one of the other grounds allowed by law. Eviction is started by the filing of a complaint in court and the service on a Tenant of the complaint and a summons to appear in Court. After obtaining a judgement for possession and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the Premises. If the cause for eviction is non-payment of Rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

10. Damages

The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs related to the eviction and the collection of any monies owed Landlord, along with the cost of re-entering re-renting, cleaning and repairing the Property. Such fees and costs shall be deemed "additional rent."

After eviction the Tenant shall pay the unpaid Rent for the Term or until the Landlord re-rents the Premises, if sooner. If the Landlord re-rents the Premises for less than the Tenant's Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Premises for more than the Tenant's Rent, the Tenant is not entitled to the excess. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the Premises for re-renting and (b) commissions paid to a broker for finding a new tenant.

If the Tenant breaks or cancels the Lease prior to the date stated in this Lease, the Tenant shall be responsible for the monthly payment of Rent until another Tenant is found which is acceptable to the Landlord. The Tenant shall also pay for all reasonable expenses incurred by the Landlord in preparing the Premises for re-renting and for any commission paid to a broker for finding a new tenant.

11. Quiet Enjoyment

The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord shall provide the Tenant with undisturbed possession of the Premises.

12. Utilities Services Taxes and Insurance

The Tenant shall arrange and pay for all utilities and services furnished to the Premises, including: (a) gas/electric (b) cable/internet (c) telephone and (d) water/sewer

The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of services beyond the Landlord's control. This does not excuse the Tenant from paying Rent or the Landlord from promptly taking corrective action.

The Landlord will be responsible for payment of Premises' fire dwelling insurance, association fees and property taxes.

Tenant may carry tenant insurance-personal property insurance in the minimum amount of and liability insurance. Landlord does not insure the Tenant's personal property or provide Tenant with liability insurance.

13. Tenant's Repairs and Maintenance

The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, pets, visitors and domestic employees.
- (b) Except for restoration of vital services in an emergency situation, the Tenant is not authorized to hire or request that any major repair be made to the leased Premises without the expressed prior consent of the Landlord.
- (c) Keep and maintain the Premises and grounds of the Property in a neat, clean, safe and sanitary condition. Vehicles may be driven or parked only in the driveway, subject to landlord's access to storage garage. The Tenant shall not allow injury to the landscaping.
- (d) Take good care of the Premises and all equipment and fixtures in it.
- (e) Notify the Landlord or his agent whenever there is a repair needed or a problem exists.
- (f) Keep the walks and driveway free from dirt, garbage.
- (g) Keep nothing in the Premises which is flammable, dangerous or might increase the danger of fire or other casualty.
- (h) Promptly remove from the Premises all garbage and debris and take to the curb or other facilities for collection.
- (i) Use all electric, plumbing, and other facilities safely.
- (j) Do nothing to cause a cancellation or increase in the cost of the Landlord's fire or liability insurance. Tenant shall replace all battery operated smoke detector and carbon monoxide alarms.
- (k) Use no more electricity than the wiring or feeders to the Premises can safely carry.
- (l) Do nothing to destroy, deface, damage, or remove any part of the Premises.
- (m) Obey any written instruction of the Landlord for the care and use of the appliances, equipment, and other personal property in the Premises.
- (n) Do nothing to destroy the peace and quiet of the Landlord, other tenants, or persons in the neighborhood.
- (o) Promptly comply with all orders and rules of the Board of Health and or municipality codes which are directed to the Tenant.
- (p) Not turn the heat lower than 55 degrees during the cold months of the year.
- (q) Make certain the smoke alarms are kept in working order at all times and notify the agent of the Landlord or Landlord when not working.
- (r) Exercise all possible cautions placing pictures or furnishings on the walls and refill and paint these holes upon the expiration of the Lease.
- (s) Nothing may be attached to the roof or exterior of the Premises.
- (t) The Tenant must give Landlord keys to all locks. Locks may not be changed or new locks put in without the written consent of the Landlord. Tenant must close and lock doors at all times. All keys must be returned to the Landlord at the end of the term of this lease.
- (u) No water beds are allowed to be used in the Premises.
- (v) If a washer and dryer are provided by the Landlord, the Tenant should follow all instructions and are used at the Tenant's risk and cost. If an appliance requires servicing, the cost of repair shall be paid by the Tenant.
- (w) No dogs, cats or other animals are allowed without the written consent of the Landlord.
- (x) The Tenant shall obey the parking rules of the building.

14. Repairs and Maintenance

The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Premises within a reasonable time after notice by the Tenant, provided that if such repair is required due to damage arising out of the negligence or reckless conduct of Tenant, its guests or agents, the cost of such repair shall be charged to Tenant.

15. Access to Property

The Landlord or the Landlord's agent shall have access to the Premises on reasonable notice to the Tenant to (a) inspect the Premises, (b) make necessary repairs, alteration, or improvements, (c) supply services, and (d) show it to possible buyers, tenants and/or mortgage lenders, contractors and insurers.

The Landlord or the Landlord's agent may show the Premises to prospective renters or buyers at reasonable hours, with notice given to the Tenant.

The Landlord or the Landlord's agent may enter the Premises at any time without notice to the Tenant in case of emergency. Tenant shall provide the Landlord with a current duplicate key to the Premises. Tenant shall not interfere or block landlord's access to garage storage unit in condominium complex.

16. No Alterations or Installation of Equipment

The Tenant may not make any changes or additions to the Premises without the Landlord's written consent. This rule includes, but is not limited to:

- (a) Installation of paneling, flooring, built-in decorations, partitions, moldings, or an other fixture drilled into or attached to the floors, walls, or ceilings.
- (b) Installation of any locks or chain-guards.
- (c) Painting, wallpapering, or other decorations.
- (d) Installation of any equipment or wiring.
- (e) Change in the plumbing, cooking, air conditioning, electrical or heating systems.
- (f) Installation and use of waterbeds.
- (g) Nail holes in the walls.

All changes or additions made without the Landlord's written consent shall be removed/and or returned to its original condition (i.e. painting) by the Tenant on demand or by the Landlord at the Tenant's expense if the Tenant refuses to so remove.

All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the Premises at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs of any permitted changes and additions. The Tenant shall not allow any mechanic's lien, construction lien or other claim to be filed against the Property. If any lien or claim is filed against the Property because of any act or neglect caused by the Tenant, the Tenant shall have it promptly removed or this shall be an element of default.

17. Compliance with Laws

The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the Property and/or its contents.

18. Fire and Other Casualty

The Tenant shall notify the Landlord at once of any fire or other casualty in the Premises. The Tenant is not required to pay Rent when the Premises is unusable, unless caused by the negligence or reckless conduct of Tenant. If the Tenant uses part of the Premises for living purposes, the Tenant must pay Rent pro-rata for the usable part.

If the Premises is partially damaged by fire or other casualty the Landlord shall repair it within a

reasonable time. This includes the damage to the Premises and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

Either party may cancel this Lease if the Premises is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the Landlord and the Tenant will be binding on both parties.

This Lease shall end if the Premises is totally destroyed. The Tenant shall pay Rent to the date of destruction.

If the fire or other casualty is caused by the criminal act or neglect of the Tenant, the Tenant's family or domestic employees, the Tenant shall pay rent and the cost of all repairs and all other damages.

19. Liability of Landlord and Tenant

The Landlord is not liable for loss, injury, or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant, the Tenant's family, visitors or domestic employees.

20. Subordination to Mortgage

This Lease and all renewals of this Lease shall be subordinate to all present and future mortgages on the Premises. In the sale of the Premises arising out of a court proceeding known as a foreclosure, the holder of a mortgage on the Premises may end this Lease. The Tenant shall sign all papers needed to subordinate this Lease to any mortgage on the Premises. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

21. Tenant's Letter

Within five (5) days from Landlord's request, the Tenant shall sign a letter stating to the extent true and accurate that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all the Landlord's agreements in this Lease, (c) the Tenant has no rights to the Premises, except as stated in this Lease, (d) the Tenant has paid all Rent to date, and (e) the Tenant has not paid Rent for more than 1 month in advance. The letter shall also list all the property attached to the Premises which is owned by the Tenant. If Tenant fails to complete said letter within five (5) days, this will be a Tenant default.

22. Notices

All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (a) personal delivery, (b) certified mail, return receipt requested, or (c) by secure overnight carrier (e.g. Federal Express). Notices shall be addressed to the Landlord at the address written at the beginning of this Lease for rental payments and to the Tenant at the Premises.

23. No Waiver

The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

24. Survival

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.

25. Renewal Lease

The Landlord may offer the Tenant a renewal lease to take effect at the end of the Term unless the Landlord has good cause as defined by the law (for example, the Property is being sold or the Landlord is moving back into the Premises). The renewal lease may contain reasonable changes, including changes in the Term or rent.

The Tenant must notify the Landlord of the Tenant's acceptance or rejection of the renewal lease

within twenty (30) days of notice of the terms of the Renewal Lease. If the Tenant fails to notify the Landlord of the Tenant's acceptance, it will be considered a rejection. If the Tenant does not accept the renewal lease, the Tenant must vacate the Premises at the end of the Term.

26. Furniture

The Premises is leased in unfurnished condition unless there is an inventory schedule attached to the Lease, reflecting any furnishings remaining during this lease Term. If furnishings are to remain, Tenant must maintain the furnishings in good repair and condition, and surrender the furnishings upon termination of this Lease in substantially similar condition, reasonable wear and tear excepted. All appliances are the property of Landlord.

27. Pets

It is mutually understood and agreed that there will be not pets residing in the Premises or outside during this lease Term or any renewals thereof without the Landlord's permission, which permission may be withheld in Landlord's absolute discretion.

28. Signs

The Tenant may not put up any sign or projection (such as TV or radio antenna) in or out of the windows of the Property without Landlord's prior written consent. Landlord may display "for rent" or "for sale" signs at the Property, at any time.

29. Termination of Lease:

At the end of the Term the Tenant shall (a) leave the Premises in a neat clean condition and rubbish free (b) remove all of the Tenant's property, (c) repair all damage including that caused by moving, and (d) vacate the Premises and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear.

If the Tenant leaves any property in the Premises, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

30. Binding

This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

31. Full Agreement

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant. Representations and promises made by the Broker are not binding on the Landlord, unless set forth in this Lease.

32. Additional Agreements

[check applicable provisions]

_____ a) TENANT'S INSURANCE: It is mutually understood and agreed that the Tenant shall carry rentor's insurance with a combined single limit of no less than \$300,000 in companies qualified to do business in the State of New Jersey. A copy of this binder will be given to the Landlord at the commencement of said Lease. If checked, this paragraph supercedes Paragraph 11, above.

_____ b) RULES & REGULATIONS: It is mutually understood and agreed that the Tenant will abide by and comply with all the rules and regulations of the Wilkin Management Association of which the Landlord is a party. A copy of these rules will be given to the Tenant.

_____ c) PETS: It is mutually understood and agreed that the Tenant will be permitted to have a pet _____ and Tenant will be solely responsible for any damages caused by said pet.

_____ d) PETS: It is mutually understood and agreed that the Tenant will not be permitted to

have any pets.

_____ e) OIL: It is mutually understood and agreed that the oil tank will be filled at the commencement of this Lease and the Tenant will have it filled when Tenant vacates the Premises.

_____ f) SEPTIC: It is mutually understood and agreed that the septic tank has been cleaned at the commencement of this Lease and the Tenant will have it cleaned when he vacates the Premises. Also, the Tenant will not place anything other than toilet tissue down the toilets nor place grease/and or food substances in the sinks.

_____ g) YARD MAINTENANCE: It is mutually understood and agreed that the Tenant will not be responsible for all yard maintenance, mowing of the grass, weeding of the beds and raking of the leaves. Any snow removal will be the Tenant's responsibility.

_____ h) CONDITION OF THE PREMISES: It is mutually understood and agreed that the Premises will be cleaned at the commencement of this Lease and that the Tenant will have the Premises cleaned when Tenant vacates the Premises.

Otherwise, the Landlord will hire a cleaning service at the Tenant's expense.

_____ i) REPAIR CLAUSE: Landlord is not responsible for any repairs that are the result of Tenant's neglect and or abuse.

x j) FURNISHINGS: It is mutually understood and agreed that the refrigerator, stove, dishwasher, washer & dryer, window treatments are the property of the Landlord but shall remain for the Tenant's use.

_____ j) NONRENEWABLE LEASE TERM: It is mutually understood and agreed that this lease Term cannot be renewed. The Tenant will vacate on (this clause is for short term tenancies where Owner is returning). If checked, this Paragraph supercedes and cancels Paragraph 24, above.

33. Recycling. Tenant shall comply with all laws and rules apply to recycling.

34. Lead Warning Statement

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, landlord's must disclose the presence of know lead-based paint and/or lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

• Pre 1978 x Post 1978 [check one]

Lessors Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

_____ Known lead-based paint hazards are present in the Premises (explain)

X Lesser has no knowledge of lead-based paint and/or lead based paint hazards in the Premises.

(b) Records and Reports available to the seller (check one below).

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the Premises (list documents below):

X Lessor has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the Premises.

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above. _____

(d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home". ____

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance. N/A

35. Megan's Law Statement

Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's law and are unable to obtain such information for you. Upon execution of this Lease, the county prosecutor may be contacted for such further information as may be disclosable to you.

36. Truth in Renting Brochure

The Tenant has received a copy of the Truth in Renting Brochure from the Landlord or his agent.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Signatures: The Landlord and the Tenant agree to the terms of this Lease by signing below. (If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.)

Witnessed or attested by:

Landlord:

Date:

Tenant:

Date:

Tenant:

Date:

**EXHIBIT A
Schedule of Included Furnishings**

- | | |
|----------------------|-------------------------|
| ____ Washing Machine | ____ Dryer |
| ____ Refrigerator | ____ Microwave |
| ____ Dishwasher | ____ Window Treatments. |