

NEW JERSEY RESIDENTIAL LEASE AGREEMENT(LEASE FOR TERM OR MONTH-TO-MONTH)

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into this ____ day of _____, 20____, between _____, whose address is _____ ("Landlord") and _____ ("Tenant").

WHEREAS, Landlord leases to Tenant, and Tenant leases from Landlord, the (the single family home) (apartment #____) (condominium unit #____) (townhouse unit #____) in _____ County, New Jersey, such real property having a street address of _____ (the "Premises") on the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree:

1. **RIGHT OF TERMINATION.** In accordance with N.J.S.A. 2A:18-61.9, the following statement must be incorporated as the first clause into a lease agreement for a condominium or cooperative unit: "STATEMENT: THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS' NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS."

2. **TERM.** This Agreement shall commence on _____ ("Commencement Date"). [*check either A or B*]:

☐ (a) **Lease:** This Agreement shall continue as a lease for term. The termination date shall be on (date) _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. If Landlord accepts from Tenant new Rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1(b). Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

☐ (b) **Month-to-Month:** This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

3. **RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement including any Late Charge. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord _____ DOLLARS (\$____) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent shall be [*check all that apply*]: ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ other: _____. Payment shall be made to Landlord under the following name and address:

If any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

Tenant(s): _____, _____, _____, _____

Landlord(s) or Landlord's Representative: _____, _____

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4. **SECURITY DEPOSIT.** Tenant shall furnish Landlord with a Security Deposit (not to exceed 1.5 times the monthly Rent) in the amount of _____ DOLLARS (\$) _____ as security for the full performance of all of the terms of this Agreement. On an annual basis, Landlord may collect an increase in the Security Deposit from Tenant, provided that the increase does not exceed ten percent (10%) of the current Security Deposit.

(a) **Return of Security Deposit and Inspection of Premises.** Upon Tenant's vacating the Premises at the end of the tenancy, Landlord shall conduct an inspection. Within thirty (30) days following the termination of this Agreement, Landlord shall return the Security Deposit, including any undistributed interest, to Tenant, minus any amounts expended for damages to the Premises resulting from Tenant's occupancy. Landlord shall provide a detailed statement of the interest and deductions to Tenant, along with the remaining balance of the Security Deposit, via personal delivery or registered or certified mail. Tenant may not use the Security Deposit for Rent payment without the written consent of Landlord.

(b) **Compliance with Rent Security Deposit Act.** Landlord must comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the "Act"), except when the Premises is owner-occupied with no more than two (2) rental units or a seasonal tenancy of more than 125 consecutive days. An attempted waiver of the Act's requirements is void.

Notice of Deposit of Security Funds. If Landlord is subject to the Rent Security Deposit Act, Landlord must provide Tenants a written statement that includes the name and address of the investment company, bank or savings and loan association along with the type of account, current rate of interest, and amount deposited within thirty (30) days of receipt of a Security Deposit. This notice may appear in the lease.

Notice of New Landlord or New Account Location. If Landlord is subject to the Rent Security Deposit Act, Landlord must notify Tenant within thirty (30) days of transferring Security Deposit money to a new landlord or moving the Security Deposit to another account or bank (unless the move is due to a merger). In the event of a sale or conveyance of the Premises during the tenancy, Landlord shall transfer the Security Deposit, along with the unaccrued interest, to the new owner. Landlord shall provide notice of the sale or conveyance, and the name and address of the new owner, to Tenant via registered or certified mail within five (5) days following the transfer of title. The new owner shall assume the responsibilities for investing the Security Deposit, paying all interest, giving required notices, and returning the Security Deposit in accordance with the Act, even in the case of Landlord's failure to transfer the Security Deposit.

Notice of Annual Interest Accrued and Payment or Credit. Landlord shall further ensure Tenant must be notified annually of the interest earned on the Security Deposit, and the interest must either be paid to Tenant in cash or credited towards Rent due on the Agreement's anniversary date, the renewal of the Agreement, or on January 31 if Landlord provides written notice that Landlord will make such interest payment on January 31.

5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
7. **ASSIGNMENT, SUBLEASING, AND SUBLETTING.** Tenant may not assign Tenant's interests under this Agreement, sublease or sublet any portion of the Premises, or grant any license to use any portion Premises without the prior written consent of Landlord. Any unapproved attempt by Tenant to assign, sublease, sublet, or license all or any portion of Tenant's interest under this Agreement shall qualify as a material breach of this Agreement. Such actions (whether through voluntary act, operation of law, or otherwise) shall be deemed null and void regarding the transfer of such interest to any third party. The prohibited activities described in this paragraph shall include but are not limited to subleasing or subletting through short-term rental or sharing services such as Airbnb®, Craigslist®, Vrbo®, or any rental, sharing, exchanging, or hosting platform. A consent by Landlord to one such assignment, subleasing, subletting, or license is not consent to any subsequent assignment, subleasing, subletting, or license.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any

and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, unless otherwise agreed in writing Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Not leave the Premises unoccupied for any prolonged duration.
 - (h) Keep all air conditioning filters clean and free from dirt;
 - (i) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (j) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - (k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - (l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - (m) Not engage in smoking or the use of vapor-generating electronic devices, including, but not limited to, tobacco, marijuana, or cannabis (THC, CBD), within the interior or exterior boundaries of the Premises. Should Tenant breach this provision, Tenant shall be liable for all costs associated with the cleaning, restoration, deodorizing, abatement, repainting, or replacement of any affected ductwork, carpeting, vinyl flooring, or curtains that may be required as a result of such breach;
 - (n) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
13. **SMOKE DETECTORS, CARBON MONOXIDE ALARMS, AND PORTABLE FIRE EXTINGUISHERS.** Pursuant to state law, Landlord is responsible for obtaining the Certificate of Smoke Detector and Carbon Monoxide Alarm and Portable Fire Extinguisher Compliance (CSDCMAPFEC). In the event that such alarms are battery operated, Tenant shall be responsible for ensuring their proper functioning by performing necessary maintenance.
14. **TENANT'S PERSONAL PROPERTY AND VEHICLE INSURANCE.** Landlord, Landlord's agent or manager, or, if applicable, the Owners' Association, are not responsible for insuring Tenant's or Tenant's permitted visitors' personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. **Landlord has advised Tenant to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** The parties agree that, upon notification by Landlord, Tenant shall take all actions necessary to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

15. **NEW JERSEY LANDLORD INSURANCE REQUIREMENTS.** In accordance with N.J.S.A. 40A:10A-1 to A-2, the owner (Landlord) of the Premises maintains liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence, except in the case of a multi-family home with four or fewer units, one of which is owner-occupied, in which case the owner (Landlord) maintains liability insurance in an amount of no less than \$300,000. Landlord represents that the owner (Landlord) of the Premises shall annually register the certificate of insurance demonstrating compliance with N.J.S.A. 40A:10A-1 with the municipality in which the Premises is located.
16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
17. **INSPECTION OF PREMISES; LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord has the right to enter the Premises without prior notice in the event of an emergency or if Tenant is absent from the Premises for a period of seven (7) or more consecutive days. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
18. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
20. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
21. **ANIMALS.** Tenant shall be entitled to keep no more than _____ (_____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$ _____), _____ DOLLARS (\$ _____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
22. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
23. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

24. **DEFAULT.** Landlord retains the right of re-entry of the Premises in the event of a material breach of this Agreement by Tenant. If such a breach occurs, Landlord may terminate this Agreement and regain possession of the Premises. Landlord's re-entry is accomplished through the legal process of eviction, which involves serving a complaint on Tenant and a subsequent court appearance and hearing. In addition, Landlord may seek Tenant's eviction for any other cause permitted under New Jersey law. Eviction proceedings may conclude with Landlord's regaining possession of the Premises.
25. **DAMAGES.** Tenant shall be responsible for compensating Landlord for any damages incurred due to the Tenant's breach of this Agreement, which may include, but is not limited to, lost rent, the costs of preparing the Property for re-rental and a real estate broker's commission for finding a new tenant due to eviction or early termination of the tenancy.
26. **LATE CHARGE.** If any payment required of Tenant is not received by Landlord by the _____ day of the month, Tenant shall pay an additional fee of _____ DOLLARS (\$ _____) to Landlord as a "Late Charge." This Late Charge shall be added to the next installment of Rent due and shall be deemed as additional Rent. The Landlord shall have the same rights and remedies against the Tenant for failure to pay this additional Rent as the Landlord has for Tenant's failure to pay the monthly Rent, including the right to commence eviction proceedings.
27. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
28. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
29. **GOVERNING LAW.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey.
30. **SEVERABILITY.** If any provision of this Agreement or its application is found to be invalid or unenforceable for any reason, it shall not impact the enforceability of the remaining provisions of this Agreement or the enforceability of the invalid provision when applied to other individuals, entities, or circumstances, and such provision will instead be enforced to the maximum extent permitted by law.
31. **SUCCESSORS AND ASSIGNS.** The covenants, obligations, and conditions set forth in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
32. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.
33. **CONSTRUCTION.** The language used in this Agreement shall include, where appropriate, either gender or both, singular and plural forms.
34. **NON-WAIVER.** Any waiver, concession, or forbearance by Landlord shall not affect Tenant's obligations and liabilities under this Agreement.
35. **MODIFICATION.** This Agreement constitutes the full and complete understanding between the parties and may not be altered or amended in any manner except through a written agreement signed by both Landlord and Tenant.
36. **CRIME INSURANCE.** This disclosure is made pursuant to N.J.S.A. 46:8-39: Landlord provides the following information regarding crime insurance through the Federal Crime Insurance Program of Title VI of the Housing and Urban Development Act of 1970. Tenant may obtain an application for such insurance through the New Jersey Underwriters Association, Crime Insurance

Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102, or access njua.org for further information.

37. **MEGAN'S LAW REGISTRY.** New Jersey law establishes an Internet Registry of Sex Offenders accessible at www.njsp.org.
38. **SECURITY CAMERA USAGE DURING TENANCY.** Landlord represents that any security cameras on or within the Premises, including but not limited to audio and video recording equipment, will be deactivated and not in use during the tenancy unless: (a) Tenant has exclusive access to and control over such cameras, and (b) Landlord and any other party does not have authorized access to such cameras. Landlord acknowledges that unauthorized access or use of the security system by Landlord or any other party during the tenancy may result in a violation of Tenant's privacy and may result in civil damages and criminal charges. This section does not apply to security cameras located in common areas of multi-family housing, such as entranceways, hallways, building exteriors, exercise areas, front desk or concierge areas, elevators, refuse rooms, athletic courts or fields, laundry rooms, or parking areas.
39. **WINDOW GUARD NOTIFICATION. PURSUANT TO N.J.A.C. 5:10-27.1, THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.**

By initialing below, the parties confirm that the "Window Guard Notification" in the paragraph above in bold text was **verbally communicated** to Tenant by Landlord or Landlord's agent at the time of signing of this Agreement. Tenant confirms that Tenant is aware of Tenant's right to request the installation of window guards and understands the notification.

Initial → Tenant(s): _____, _____, _____, _____ Landlord(s) or Landlord's Representative: _____, _____

40. **LEAD-BASED PAINT DISCLOSURE.** This disclosure is applicable if the Premises was constructed prior to 1978:

(a) **Receipt of EPA Publication.** Tenant acknowledges receiving the EPA publication, "Protect Your Family From Lead In Your Home." In addition, a fully executed copy of the document "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been signed by both Tenant and Landlord, as well as any applicable real estate broker, and is attached to and incorporated as a part of this Agreement.

(b) **Lead-Based Paint Requirements in New Jersey.** In compliance with the New Jersey Lead-Based Paint Inspection Law (N.J.S.A. 52:27D-437.16 et seq.), all rental dwelling units built prior to 1978 must be inspected for lead-based paint by July 22, 2024, or at the time of tenant turnover, whichever occurs first. Exemptions are possible for seasonal rentals of less than six (6) months annually with non-consecutive lease renewals. The law requires municipalities to perform or allow Landlord to directly hire a certified lead evaluation contractor to inspect single-family, two-family, and multiple rental dwellings for lead-based paint hazards. The type of inspection is determined by the lead levels in children in the municipality of the premises. Landlord must provide evidence of a valid lead-safe certification to new tenants at the time of tenant turnover unless an inspection is not required. A duplicate of the certification must be attached to this Agreement at the time of execution. Tenant acknowledges receipt of said attachment.

41. **PRIVATE WELL TESTING.** The following disclosure is applicable if the potable water source of the Premises is a private well for which testing is not mandated by any state law other than the Private Well Testing Act (N.J.S.A. 58:12A-26 to -37). Landlord is obligated to test the potable water supply at the property at least once every five (5) years pursuant to the Act. Within thirty (30) days of receiving the test results, Landlord shall provide Tenant with a written copy of the results. Landlord must provide a written copy of the most recent test results to any new tenant at the property. In the case of a property used or rented for seasonal purposes, Landlord must either post the test results in a readily visible location inside the property or provide Tenant with a
- Tenant(s): _____, _____, _____, _____ Landlord(s) or Landlord's Representative: _____, _____ Page 6 of 8

written copy. "Seasonal use or rental" refers to use or rental for a term of not more than 125 consecutive days for residential purposes by someone who has a permanent residence elsewhere. By signing this Agreement, Tenant acknowledges receipt of a written copy of the test results or, in the case of a seasonal rental, acknowledges the posting of the test results within the premises in as per the Act's mandate.

42. **RETURN OF KEYS.** Tenant must return the keys to the Premises to Landlord when Tenant vacates the Premises.

43. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

If to Tenant to:

[Landlord's Name]

[Tenant's Name]

[Landlord's Address]

[Tenant's Address]

[Landlord's City, State, and Zip Code]

[Tenant's City, State, and Zip Code]

[Landlord's E-Mail Address]

[Tenant's E-Mail Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. The parties may provide a copy of any notice by e-mail as a courtesy.

44. **TRUTH IN RENTING.** The following disclosure is applicable to tenants who have a rental agreement for a minimum of one (1) month and reside in multi-unit buildings containing more than two (2) dwelling units, or more than three (3) if the landlord resides in one of the units: By signing below, Tenant acknowledges receipt of the *Truth in Renting* information, required to be provided by New Jersey law (N.J.S.A. 46: 8-45).

45. **RENT CONTROL AND RENT LEVELING EXEMPTION.** The Premises is exempt from rent control or rent leveling regulations during the period specified in N.J.S.A. 2A:42-84.1 et seq. Tenant acknowledges that Landlord has provided a separate written notice of this exemption prior to Tenant's execution of this Agreement. The exemption period shall not exceed the duration of the initial mortgage loan amortization for the multi-unit building or thirty (30) years from the completion of construction, whichever is shorter. If the option in this section is not marked, Tenant may inquire with the municipal clerk to determine the applicability of any rent control or rent leveling regulations to the Premises.

46. **ADDENDA.** The terms set forth in the attached addenda or riders are made a part of this Agreement. [*list titles of addenda:*]

47. **ADDITIONAL PROVISIONS; DISCLOSURES.** _____

Tenant(s): _____, _____, _____, _____

Landlord(s) or Landlord's Representative: _____, _____

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[Landlord must note above any disclosures about the premises that may be required under Federal or New Jersey law, such as flood hazards in accordance with N.J.S.A. 46:8-50, if the premises has been determined to be located in a flood zone or area.]

As to Landlord:

LANDLORD ("LANDLORD"):

Sign: _____

Print: _____

LANDLORD ("LANDLORD"):

Sign: _____

Print: _____

As to Tenant:

TENANT ("TENANT"):

Sign: _____

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____