

# New Jersey Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This New Jersey Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). **[Note: Landlord may not fail to renew Tenant's lease, except for good cause per N.J.S. 2A:18-61.3.]**
5. **PAYMENT OF RENT.**
  - A. **Payment Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent.
  - B. **Electronic Payment.** If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. However, per N.J.S. § 46:8-49.1, Landlord may not *require* Tenant to use electronic payment.
  - C. **Written Receipt For Cash Payment.** Per N.J.S. § 46:8-49.2:
    - i. Landlord shall provide a receipt, either printed or emailed, to Tenant for each cash payment made to Landlord for any amount due to Landlord. The receipt shall accurately indicate the amount of the payment, the purpose of the payment, when the payment was received, the printed or typed names of both Landlord and Tenant, and who accepted the payment.
    - ii. If Landlord violates this section, Landlord shall be subject to the penalty provisions of section 5 of P.L.1975, c.310 (C.46:8-47), except that the penalty shall be \$100 more for a second violation by a landlord within a five-year period, and the penalty

shall be \$200 more for each subsequent violation by a landlord within a five-year period.

6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of  $\{\text{Late\_Fee}\}$ . If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of  $\{\text{NSF\_Fee}\}$ . Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from  $\{\text{StartDate}\}$  through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of  $\{\text{ProratedRent}\}$ .
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of  $\{\text{SecurityDeposit}\}$  as a security deposit against any breach of this Agreement by Tenant. **[Note: Per N.J.S. 46:8-21.2, the security deposit, including any prepaid rent, may not exceed 1.5 times the rental amount.]**
  - B. **Separate Account For Security Deposit; Notice.** Per N.J.S. 46:8-19(b), within **30 days** of receipt of the security deposit from Tenant, Landlord shall deposit the security deposit in an interest bearing bank account at a federally insured bank located in New Jersey. Within **30 days** of receipt of the security deposit, Landlord shall provide Tenant with written notice of the name and address of bank where the deposit is located, the type of account, the current rate of interest on the account, and the amount of such deposit.
  - C. **Interest Payments.** On the anniversary of the beginning of the Agreement Term, Landlord shall pay the interest earnings on the security deposit to Tenant as either a cash or credit on rent due.
  - D. **Failure To Deposit, Provide Notice, Or Pay Interest.** Per N.J.S. 46:8-21.1, if Landlord fails to deposit the security deposit in an interest bearing bank account, to provide the notice, or to pay the interest to Tenant as required under this section, Tenant may give written notice to Landlord that such security deposit plus an amount representing interest at the rate of seven percent per annum be applied as a credit toward rent payments due or to become due from Tenant, and thereafter Tenant shall be without obligation to make any further security deposit and Landlord shall not be entitled to make further demand for a security deposit. However, in the case of a failure by Landlord to pay the annual interest or to provide the annual notice at the time of the annual interest payment (if the annual notice is not also serving as a notice of change of account or institution), before Tenant may apply the security deposit plus interest as a credit toward the rent payments due or to become due on the part of Tenant, Tenant shall first give Landlord written notice of Landlord's failure and shall allow

Landlord **30 days** from the mailing date or hand delivery of this notice to comply with the annual interest payment or annual notice, or both.

- E. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- F. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per N.J.S. 46:8-21.1, within **30 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return (by personal delivery, registered, or certified mail) Tenant's security deposit and applicable interest with an itemized security deposit settlement statement listing any deductions.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service. Landlord may retain a copy of the Keys for entry to the Premises as permitted by this Agreement or law.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
- A. **Notice.** At least **one month** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
- B. **Month-to-Month Tenancies.**



**B. Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use,

possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

## 22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

## 24. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord

as of the date Landlord has notice of the abandonment.

25. **PERSONAL PROPERTY.** Per N.J.S. 2A:18-72, Landlord may dispose of any personal property left upon the Premises by Tenant after giving required notice only if Landlord reasonably believes that Tenant has left the personal property upon the Premises with no intention of asserting any further claim to the Premises or the personal property and either a warrant for removal has been executed and possession of the Premises has been restored to Landlord or Tenant has given written notice that he or she is voluntarily relinquishing possession of the Premises.

- A. **Required Notice.** Landlord shall first give written notice to Tenant, which shall be sent by certified mail, return receipt requested or by receipted first class mail addressed to Tenant, at Tenant's last known address (which may be the address of the Premises) and at any alternate address or addresses known to Landlord, in an envelope endorsed "Please Forward." The notice shall state as follows:
- i. the personal property is considered abandoned and must be removed from the Premises or from the place of safekeeping (if Landlord has stored the personal property) not less than **30 days** after delivery of the notice or not less than **33 days** after the date of mailing, whichever comes first;
  - ii. if the abandoned property is not removed, Landlord may sell the personal property at a public or private sale or may destroy or otherwise dispose of the personal property if Landlord reasonably determines that the value of the personal property is so low that the cost of storage and conducting a public sale would probably exceed the amount that would be realized from the sale, or Landlord may sell items of value and destroy or otherwise dispose of the remaining personal property; and
  - iii. if Tenant claims the personal property within the time provided in the notice, Landlord must make the personal property available for removal by Tenant without payment by Tenant of any unpaid rent.

B. **Storage.** After notifying Tenant as required in this Agreement, Landlord shall store all personal personal property of Tenant in a place of safekeeping and shall exercise reasonable care for the personal property, except that Landlord may promptly dispose of perishable food and shall allow an animal control agency or humane society to remove any abandoned pets. Landlord shall be entitled to reasonable storage charges and costs incidental to storage. Landlord may store personal property in a commercial storage facility, in which case the storage cost shall include the actual storage charge plus the reasonable cost of removal of the personal property to the place of storage.

C. **Tenant Response; Failure To Act.** If Tenant responds in writing or orally to Landlord, on or before the day specified in the required notice, that Tenant intends to remove the personal property from the Premises or from the place of safekeeping and does not do so within

the time specified in the notice or within 15 days after the written response, whichever is later, Tenant's personal property shall be conclusively presumed to be abandoned. If no response is received from Tenant or within the time period provided, then the Tenant's personal property shall be conclusively presumed to be abandoned.

- D. **Reimbursement For Storage.** Upon removal of Tenant's personal property, Tenant shall reimburse Landlord for the reasonable cost of storage for the period the personal property was in Landlord's safekeeping, including the reasonable cost of removal of the personal property to a place of storage. Landlord shall not be entitled to reimbursement for storage and removal costs which are greater than the fair market value of such costs in the locale of the rental personal property. Landlord shall not be responsible for any loss to Tenant resulting from storage of personal property unless the loss was caused by Landlord's deliberate or negligent act or omission.
- E. **Disposal Of Abandoned Personal Property.** Personal property that has been conclusively presumed to be abandoned may be disposed of in any of the following ways:
- i. Landlord may sell the personal property at a public or private sale;
  - ii. Landlord may destroy or otherwise dispose of the personal property if Landlord reasonably determines that the value of the personal property is so low that the cost of storage and conducting a public sale would probably exceed the amount that would be realized from the sale; or
  - iii. Landlord may sell certain items and destroy or otherwise dispose of the remaining personal property, in accordance with subsections (i) and (ii) of this section.

A public or private sale authorized by this section shall be conducted in accordance with the provisions of N.J.S. 12A:9-601 et seq. of the "Uniform Commercial Code".

- F. **Proceeds Of Sale.** Landlord may deduct from the proceeds of any sale the reasonable costs of notice, storage and sale and any unpaid rent and charges not covered by a security deposit. After deducting these amounts, Landlord shall remit to Tenant the remaining proceeds, if any, together with an itemized accounting. If Tenant, after due diligence, cannot be found the remaining proceeds shall be deposited into the Superior Court and, if not claimed within 10 years, shall escheat to the State.
- G. **Compliance In Good Faith; Complete Defense.** Compliance in good faith with all the requirements of the Abandoned Tenant Property Act shall constitute a complete defense in any action brought by Tenant against Landlord for loss or damage to personal property.
- H. **Tenant Relieved Of Liability; Landlord's Failure To Comply.** If Landlord seizes and retains Tenant's personal property without complying with the Abandoned Tenant Property Act, Tenant shall be

relieved of any liability for reimbursement to Landlord for storage and removal costs and shall be entitled to recover up to twice the actual damages sustained by Tenant.

26. **CHILD PROTECTION WINDOW GUARDS.** The following applies to multiple dwellings per N.J. Admin. Code 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.**
27. **IDENTITY OF LANDLORD.** Per N.J.S. 46:8-28, if Landlord owns a one- or two-family non-owner occupied house, Landlord is required by law to file a registration statement with the clerk of the municipality in which the building is located. If the building has three or more units, the statement must be filed with the Bureau of Housing Inspection. The registration statement must be given to Tenant and posted in a place in the building where it can be easily seen.
28. **TRUTH IN RENTING STATEMENT.** Per N.J.S. 46:8-46, Landlord shall distribute one copy of the Truth In Renting statement to Tenant at or prior to the time Tenant assumes occupancy of the Premises. In addition, Landlord shall keep a copy of the current statement posted in one or more locations so that the statement is prominent and accessible to all tenants. The Truth In Renting statement is available at the [Department of Community Affairs](#).
29. **FLOOD ZONE NOTIFICATION.** Per N.J.S. 46:8-50, Landlord shall notify Tenant upon the event that the Premises has been determined to be located in a flood zone or area. If such determination is made prior to the time of occupancy, Landlord shall notify Tenant prior to the time of occupancy.
30. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:
- A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
  - B. to show the Premises to a prospective tenant, purchaser, or lender;

- C. to estimate repair costs;
- D. to prevent waste;
- E. to prevent excessive noise or disturbances; or
- F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

31. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
32. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
33. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Termination By Landlord.** Landlord may terminate this Agreement if:
    - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
    - ii. Tenant misrepresents any material fact on Tenant's rental application; or
    - iii. otherwise provided by law.
  - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
    - i. Tenant or Tenant's spouse dies per N.J.S. 46:8-9.1;
    - ii. Tenant or Tenant's spouse suffers a disabling illness or accident per N.J.S. 46:8-9.2;
    - iii. the Premises is totally destroyed by fire or otherwise, without the fault of Tenant, the rent shall be paid up to the time of such destruction, and this Agreement shall end per N.J.S. 46:8-7;
    - iv. Tenant or a child of Tenant faces an imminent threat of serious physical harm from another named person if Tenant remains on the Premises, per N.J.S. 46:8-9.6;

v. Tenant is a military servicemember qualifying for termination of a lease per 50 App. U.S.C.A. § 535; or

vi. otherwise provided by law.

34. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
35. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
36. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a legitimate governmental, judicial, law enforcement, or business purpose. Landlord **shall not** disclose information documenting domestic violence that has been provided to Landlord by a victim of domestic violence pursuant to N.J.S. 46:8-9.6. The domestic violence information shall not be entered into any shared database or provided to any person or entity, but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, with the consent of Tenant, or as otherwise required by law.
37. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
38. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
39. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
40. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
41. **WAIVER.** The failure by Landlord to insist in any one or more cases upon

strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.

42. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
43. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
44. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
45. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}