

# NEW JERSEY LEASE AGREEMENT

## I. THE PARTIES

This Residential Lease Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Landlord:** \_\_\_\_\_ ("Landlord"), with a mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

**Tenant(s):** \_\_\_\_\_ ("Tenant").

## II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property ("Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: New Jersey Zip Code:

\_\_\_\_\_

Unit/Apartment Number (if applicable): \_\_\_\_\_

The Premises includes the following additional storage or parking space (if any):

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### III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term:** Beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon expiration, this Agreement shall become a month-to-month tenancy unless either party gives notice pursuant to New Jersey law.

☐ **Month-to-Month:** Beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continuing on a month-to-month basis until terminated by either party with proper notice required by New Jersey law.

### IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ \_\_\_\_\_ per month.

**Payment Due Date:** Rent is due on the \_\_\_\_\_ day of each month.

**Payment Method:** Rent shall be paid by:

☐ Check   ☐ Cash   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

payable to: \_\_\_\_\_ .

**Mailing Address for Rent (if applicable):**

\_\_\_\_\_  
\_\_\_\_\_

**Late Fee:** If rent is not paid within \_\_\_\_\_ days after the due date, Tenant agrees to pay a late charge of \$ \_\_\_\_\_ .

\*Note: Pursuant to N.J.S.A. 2A:42-6.1, a grace period of five (5) business days is mandatory for tenants receiving Social Security Old Age Pensions, Railroad Retirement Pensions, or other governmental pensions in lieu of Social Security.\*

**V. SECURITY DEPOSIT**

**Amount:** Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ as security for the performance of Tenant's obligations under this Agreement.

\*Note: Pursuant to N.J.S.A. 46:8-21.2, the security deposit may not exceed one and one-half (1.5) times the monthly rent.\*

**Banking Information (REQUIRED BY N.J.S.A. 46:8-19):**

The Security Deposit will be held in an interest-bearing account at the following financial institution:

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Account Type: \_\_\_\_\_

Current Annual Interest Rate: \_\_\_\_\_ %

The Landlord shall notify the Tenant within thirty (30) days of receipt of the Security Deposit of the name and address of the banking institution where the deposit is held.

**Return of Deposit:** Pursuant to N.J.S.A. 46:8-21.1, the Landlord shall return the Security Deposit (plus accrued interest, less any allowable deductions) to the Tenant within thirty (30) days after the termination of this Agreement and delivery of possession of the Premises to the Landlord.

## **VI. UTILITIES AND SERVICES**

Responsibility for payment of utilities and services shall be as follows:

**Electricity:**

☐ Landlord   ☐ Tenant

**Gas/Heat:**

☐ Landlord   ☐ Tenant

**Water/Sewer:**

☐ Landlord   ☐ Tenant

**Trash Removal:**

☐ Landlord   ☐ Tenant

**Cable/Internet:**

☐ Landlord   ☐ Tenant

**Snow Removal:**

☐ Landlord   ☐ Tenant

**Lawn Care:**

☐ Landlord   ☐ Tenant

**VII. FURNISHINGS**

The Premises is being leased:

☐ **Unfurnished**

☐ **Furnished** with the following items:

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**VIII. USE OF PREMISES**

The Premises shall be used and occupied by the Tenant(s) and the following minor children/occupants exclusively as a private single-family residence:

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Guest Policy: Guests may not stay more than \_\_\_\_\_ days

without prior written consent of the Landlord.

## **IX. PETS**

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

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Pet Fee (if applicable): \$ \_\_\_\_\_ (☐ Non-Refundable ☐  
Refundable)

## **X. MAINTENANCE AND REPAIRS**

**Tenant's Responsibility:** Tenant shall keep the Premises in a clean and sanitary condition.  
Tenant is responsible for minor repairs and damages caused by Tenant's negligence or misuse.

**Landlord's Responsibility:** Landlord shall be responsible for maintaining the structural soundness of the Premises and all major systems (plumbing, electrical, heating) in good working order in accordance with New Jersey State Housing Codes.

## **XI. REQUIRED NEW JERSEY DISCLOSURES**

### **A. TRUTH IN RENTING ACT (N.J.S.A. 46:8-46):**

(Applicable only if the building has more than 2 residential units and is not owner-occupied).

☐ Applicable ☐ Not Applicable

If applicable, Landlord shall provide Tenant with a copy of the booklet "Truth in Renting" regarding the rights and responsibilities of tenants and landlords in New Jersey.

**B. WINDOW GUARD NOTIFICATION (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**