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## New Jersey Lease Agreement Templates (7)

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Residential Lease Agreement

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### NEW JERSEY RESIDENTIAL LEASE AGREEMENT

**I. THE PARTIES.** This Residential Lease Agreement ("Agreement") made this \_\_\_\_\_, 20\_\_\_\_\_, is between:

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

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

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

**II. LEASE TYPE.** This Agreement shall be considered a: (check one)

- Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on \_\_\_\_\_, 20\_\_\_\_\_, and end on \_\_\_\_\_, 20\_\_\_\_\_, ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

- Must vacate the Premises.

- Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_, 20\_\_\_\_\_, and ending upon notice of \_\_\_\_\_ days from either Party ("Lease Term").

**III. OCCUPANT(S).** The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- \_\_\_\_\_ ("Occupant(s)").

- There are no Occupant(s).

**IV. THE PROPERTY.** The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

a.) Mailing Address: \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_

b.) Residence Type:  Apartment  House  Condo  Other: \_\_\_\_\_

c.) Bedroom(s): \_\_\_\_\_

d.) Bathroom(s): \_\_\_\_\_



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A **New Jersey rental agreement** allows a landlord and tenant to set terms for the renting of commercial or residential property. In either type of property, the landlord will usually ask the tenant for their consent to run a credit report to verify their income and employment. If approved, a lease will be negotiated and signed. At the time of authorization, the tenant will commonly be responsible for the payment of the security deposit, first month's rent, and any other required fees or deposits by the landlord.

**Rental Application** – Used as a tool for the landlord to check the identity and employment status of the tenant before signing a contract.

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## Agreement Types (7)

**Standard Residential Lease Agreement** – General contract for a fixed term of usually one year.

Download: [PDF](#), [MS Word](#), [OpenDocument](#)

**Association of Realtors** – Provided by the Association of New Jersey Realtors for a fixed-term arrangement.

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**Commercial Lease Agreement** – Used to rent a property for the purposes of a business-related venture, such as industrial operations, office space, etc.

Download: [PDF](#), [MS Word](#), [OpenDocument](#)

**NEW JERSEY MONTH-TO-MONTH LEASE**

**THE PARTIES** to this New Jersey Month-to-Month Lease Agreement ("Agreement") make the following leasehold arrangements:

**Landlord:** \_\_\_\_\_, of \_\_\_\_\_, New Jersey, \_\_\_\_\_, ("Landlord")

**Tenant:** \_\_\_\_\_, of \_\_\_\_\_, New Jersey, \_\_\_\_\_, ("Tenant")

Landlord and Tenant are each referred to hereinafter as a "Party" and, collectively, as the "Parties".

WHEREAS, for a consideration of the mutual promises and  
agreements set forth in this Agreement, the parties hereto  
hereby enter into the following month-to-month lease.

**1. TERM:** The term of this lease begins on \_\_\_\_\_, and ends on \_\_\_\_\_, the last day of the month in which the lease begins. The lease shall be renewed, unless notice is given in writing by one party to the other, \_\_\_\_\_ days before the end of the lease term, that either Party to the lease wishes to terminate the lease. The notice shall state the reason for termination.

**2. OCCUPANT:** The Tenant is permitted to lease the property, using it only for the purpose of \_\_\_\_\_, and \_\_\_\_\_, ("Occupant").

\_\_\_\_\_, the Occupant is to be considered \_\_\_\_\_ ("Occupant").

\_\_\_\_\_, the Occupant is to be considered \_\_\_\_\_ ("Occupant").

**3. THE PROPERTY:** The Tenant agrees to use the described property below, in the manner and for the purpose(s) indicated.

For \_\_\_\_\_, the Tenant agrees to use \_\_\_\_\_, State of \_\_\_\_\_.

For \_\_\_\_\_, the Tenant agrees to use \_\_\_\_\_, State of \_\_\_\_\_.

For \_\_\_\_\_, the Tenant agrees to use \_\_\_\_\_, State of \_\_\_\_\_.

For \_\_\_\_\_, the Tenant agrees to use \_\_\_\_\_, State of \_\_\_\_\_.

The abovesigned property shall be leased wholly by the Tenant ("Tenant").

**4. PURPOSE:** The Tenant and Occupant may use the premises as \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_, a residence and \_\_\_\_\_.

\_\_\_\_\_, a residence and \_\_\_\_\_.

**Month-to-Month Lease Agreement** (§ 2A:18-56)- Known as a tenancy at will that can be terminated at any time with a notice to quit with one (1) month's notice

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**NEW JERSEY LEASE AGREEMENT**

**FOR COMMERCIAL PROPERTY**

This Lease to Purchase Option Agreement ("Option to Purchase Agreement") is made on \_\_\_\_\_ [month, year] between \_\_\_\_\_

, hereinafter referred to as "Landlord", and \_\_\_\_\_

, hereinafter referred to as "Tenant".

Landlord and Tenant, in consideration of the mutual covenants and conditions set forth in this Option to Purchase Agreement, do hereby agree as follows:

[REDACTED]

1. **Land Description.** The property to be leased is located at \_\_\_\_\_, New Jersey and is described as follows: \_\_\_\_\_.

2. **Term.** The term of this lease shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

3. **Annual Rent.** Tenant shall pay to Landlord \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month.

4. **Security Deposit.** Tenant shall pay to Landlord \_\_\_\_\_ dollars (\$\_\_\_\_\_) as security deposit.

5. **Use of Premises.** Tenant shall use the property for the purpose of \_\_\_\_\_.

6. **Improvements.** Tenant shall not make any alterations or improvements to the property without the written consent of Landlord.

7. **Assignment.** Tenant shall not assign this lease without the written consent of Landlord.

8. **Termination.** Tenant shall pay all costs and expenses of defense and all expenses of the suit for termination of this lease.

9. **Utilities and Services.** Tenant shall at his expense provide the following services and pay all costs and expenses of the same: \_\_\_\_\_.

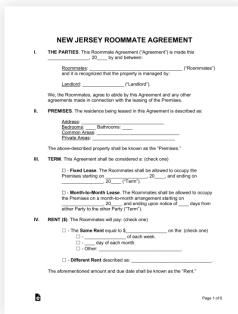
10. **Landlord's Expenses.** Landlord may pay anything as his expense and as charge for bonding:

(e.g., water, electricity, gas, telephone, and other public utility bills)

Landlord shall at his expense provide the following utilities or services: \_\_\_\_\_.

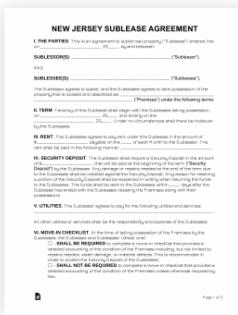
[REDACTED]

**Rent-to-Own Lease Agreement** – Form that gives the lessee the right to buy the premises for an agreed-upon amount.



NEW JERSEY ROOMMATE AGREEMENT  
I, the parties, this Roommate Agreement ("Agreement") to make this  
Roommate Agreement, dated \_\_\_\_\_, by and between  
and it is recognized that the property is managed by  
Landlord \_\_\_\_\_, of \_\_\_\_\_, New Jersey.  
We the lessees, do agree to the following and any other  
agreements made in connection therewith:  
I. **PROPERTY:** The lessees will be based in the Agreement as described as  
Address: \_\_\_\_\_, Telephone: \_\_\_\_\_  
Bedrooms: \_\_\_\_\_, Bathrooms: \_\_\_\_\_  
Floor: \_\_\_\_\_, Building: \_\_\_\_\_  
The above-described property will be known as the "Premises."  
II. **TERM:** This Agreement will be construed as:  
(1) Fixed Lease: The lessees shall be entitled to occupy the Premises for a period of \_\_\_\_\_ months, commencing on \_\_\_\_\_, and ending on \_\_\_\_\_.  
(2) Month-to-Month Lease: The lessees shall be entitled to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_, and ending on \_\_\_\_\_, unless terminated earlier by either party.  
III. **RENT:** The lessees will pay (check one):  
(1) The same Rent equal to \$\_\_\_\_\_, on the \_\_\_\_\_ day of each month.  
(2) \_\_\_\_\_ day of each month.  
(3) \_\_\_\_\_  
(4) Different Rent described as \_\_\_\_\_  
The abovespecified amount and due date shall be known as the "Rent."  
B  
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**Room Rental (Roommate) Agreement** – To establish the terms of a living situation between the members of a housing arrangement where the activities of cleaning and paying bills are shared.



NEW JERSEY SUBLICENSE AGREEMENT  
I, the parties, this sublease agreement ("Sublease") to make this  
SUBLICENSED \_\_\_\_\_, by and between  
AND  
SUBLICENSEE \_\_\_\_\_ ("Sublessee").  
The Sublessee agrees to lease, and the Landlord agrees to sublease, the Premises, under the following terms:  
I. **TERM:** Commencing on the date the Sublessee begins using the premises, \_\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_.  
II. **RENT:** The Sublessee agrees to pay rent under the Sublease in the amount of \$\_\_\_\_\_, per month, payable in advance on the \_\_\_\_\_ day of each month.  
III. **RENT DEPOSIT:** The Sublessee agrees to pay a rent deposit of \$\_\_\_\_\_, which will be held by the Landlord until the Sublessee has vacated the Premises. The Sublessee will be responsible for any damage to the Premises resulting from their occupancy.  
IV. **UTILITIES:** The Sublessee agrees to pay the following utility or gas:  
An other utility or service shall be the responsibility and expense of the Sublessee.  
V. **MOVE-IN CHECKLIST:** At the time of delivery of possession of the Premises by the Sublessee, the Sublessee shall check off the following items:  
(1) **SHALL BE REQUIRED:** \_\_\_\_\_ to provide a notice in writing to the Sublessee \_\_\_\_\_ days before the Sublessee is required to move out of the Premises.  
(2) **SHALL NOT BE REQUIRED:** \_\_\_\_\_ to provide a notice in writing to the Sublessee \_\_\_\_\_ days before the Sublessee is required to move out of the Premises.  
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**Sublease Agreement** – Used by a tenant who decides to rent their space to someone else. In most cases, the subtenancy is conditional upon the landlord's approval.

## Required Disclosures (4)

**Flood Zone (§ 46:8-50)** – If the landlord's property is located in a flood zone, it must be stated to the tenant. An owner may find out if the real estate is located in such a zone by using the [Flood Zone Lookup Tool](#) provided by FEMA. This applies to landlords of residential and commercial property other than dwelling units in a property containing not more than two (2) such units, or in an owner-occupied property of not more than three (3) dwelling units.

**Lead-Based Paint Disclosure** – Federal law that makes all property owners of units built before 1978 to inform their tenants of the presence of this type of dangerous paint.

**Truth in Renting Act (§ 46:8-45)** – The landlord must provide a copy of the Act to all tenants except for those in residential dwellings of two (2) or fewer units and three (3) or fewer units if the landlord occupies a unit within 30 days of lease signing.

**Window Guard Disclosure (§ 5:10-27.1)** – The following statement must be in every residential contract and in **bold** font:

***"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."*

## Security Deposits

**Maximum Amount** ([§ 46:8-21.2](#)) – The landlord may not charge more than one and a half (1.5) months' rent for the initial deposit. If the tenant remains on the property for more than one (1) year, the landlord may not request more than an additional ten percent (10%) of the monthly amount.

**Returning** ([§ 46:8-21.1](#)) – The landlord must return any and all funds related to the deposit within thirty (30) days of the termination date.

## When is Rent Due? (Grace Period)

A tenant is allowed five (5) business days to pay rent. Late rent fees or penalties cannot be assessed during such periods ([§ 2A:42-6.1](#)). A business day is any day other than Saturday, Sunday, or a State or federal holiday.

After the 5-day grace period, if rent is not paid, the landlord can send the tenant a [30-day notice to quit](#) that grants them the month to pay back-rent or move out of the premises.

## Late Rent

**Maximum Penalty** – No maximum. There are no laws mentioned in the state statutes.

**NSF Fee** ([§ 40:5-18\(c\)](#)) – \$25 is the maximum amount to charge tenants for a bad check.

## Right to Enter (Landlord)

The landlord must provide at least [one \(1\) day's notice](#) to the tenant before entering their property ([§ 5:10-5.1\(c\)](#)).

## Resources

- **Tenants' Rights in New Jersey** – Provided by the Legal Services of New Jersey.
- **Truth in Renting Act** – Provided by the Dept. of Consumer Affairs.
- **Habitability Bulletin** – Provided by the Dept. of Consumer Affairs.

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Access Your Documents

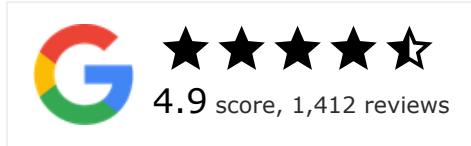
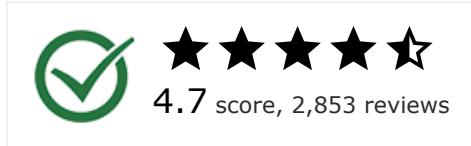
Password Recovery

Pricing

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