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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 _____, City 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 to the other 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.

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

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 NEW JERSEY ASSOCIATION OF REAL ESTATE BOARD FORM OF STANDARD LEASE		
<p>THIS IS A FULLY PRINTED LEASE. THIS WILL BE REPRODUCED WITHIN THREE BUSINESS DAYS OF THE DATE OF THE OFFERING OF THE LEASE. IT MAY BE REVISED FROM TIME TO TIME AND MAY BE REVISED WITHOUT NOTICE TO THE LEASOR. SEE SECTION 14 ATTACHED FOR FURTHER DETAILS.</p>		
<p>1. PROPERTY: _____</p>		
<p>2. DATE: _____</p>		
<p>3. LEASOR: _____</p>		
<p>4. LESSEE: _____</p>		
<p>5. TERMS: _____</p>		
<p>6. RENT: _____</p>		
<p>7. USE: _____</p>		
<p>8. ASSIGNMENT: _____</p>		
<p>9. WARRANTY: _____</p>		
<p>10. FORCE MAJEURE: _____</p>		
<p>11. ENTIRE AGREEMENT: _____</p>		
<p>12. SEVERABILITY: _____</p>		
<p>13. GOVERNING LAW: _____</p>		
<p>14. NOTICES: _____</p>		
<p>15. ENTIRE AGREEMENT: _____</p>		
<p>16. ASSIGNMENT: _____</p>		
<p>17. WARRANTY: _____</p>		
<p>18. FORCE MAJEURE: _____</p>		
<p>19. ENTIRE AGREEMENT: _____</p>		
<p>20. ASSIGNMENT: _____</p>		
<p>21. WARRANTY: _____</p>		
<p>22. FORCE MAJEURE: _____</p>		
<p>23. ENTIRE AGREEMENT: _____</p>		
<p>24. ASSIGNMENT: _____</p>		
<p>25. WARRANTY: _____</p>		
<p>26. FORCE MAJEURE: _____</p>		
<p>27. ENTIRE AGREEMENT: _____</p>		
<p>28. ASSIGNMENT: _____</p>		
<p>29. WARRANTY: _____</p>		
<p>30. FORCE MAJEURE: _____</p>		
<p>31. ENTIRE AGREEMENT: _____</p>		
<p>32. ASSIGNMENT: _____</p>		
<p>33. WARRANTY: _____</p>		
<p>34. FORCE MAJEURE: _____</p>		
<p>35. ENTIRE AGREEMENT: _____</p>		
<p>36. ASSIGNMENT: _____</p>		
<p>37. WARRANTY: _____</p>		
<p>38. FORCE MAJEURE: _____</p>		
<p>39. ENTIRE AGREEMENT: _____</p>		
<p>40. ASSIGNMENT: _____</p>		
<p>41. WARRANTY: _____</p>		
<p>42. FORCE MAJEURE: _____</p>		
<p>43. ENTIRE AGREEMENT: _____</p>		
<p>44. ASSIGNMENT: _____</p>		
<p>45. WARRANTY: _____</p>		
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<p>100. ASSIGNMENT: _____</p>		
<p>101. WARRANTY: _____</p>		
<p>102. FORCE MAJEURE: _____</p>		
<p>103. ENTIRE AGREEMENT: _____</p>		
<p>104. ASSIGNMENT: _____</p>		
<p>105. WARRANTY: _____</p>		
<p>106. FORCE MAJEURE:</p>		

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

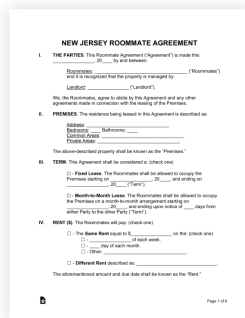
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Month-to-Month Lease Agreement (§ 2A:18-56)- Known as a tenancy at will that can be terminated at any time with a notice to quit with one (1) month's notice.

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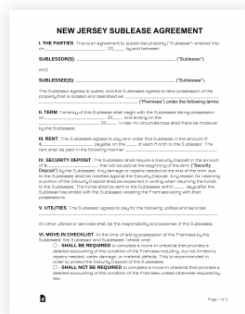
Rent-to-Own Lease Agreement – Form that gives the lessee the right to buy the premises for an agreed-upon amount.

[illegible]



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.

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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.

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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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★★★★★
4.7 score, 2,853 reviews



★★★★★
4.9 score, 1,412 reviews



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