

1. CONDO/CO-OP RIGHT OF TERMINATION

3. TERM

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# NEW JERSEY REALTORS® STANDARD FORM OF RESIDENTIAL LEASE

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# THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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	RESIDENTIAL LEASE AGREEMENT	<u>T</u>
BETWEEN LANDLORD:		
whose address is		
AND TENANT:		
whose address is		
exercise rights or perform obligati	this Lease means all of the landlords above listed ions under this Lease, it may do so through its is Lease means all of the tenants above listed.	
must be included in a lease for a con DOMINIUM OR COOPERATIVE. Y IS SOLD TO A BUYER WHO SEEKS	TIVE RIGHT OF TERMINATION: (The follow dominium or cooperative unit.) THIS BUILDING OUR TENANCY CAN BE TERMINATED UPON TO PERSONALLY OCCUPY IT. IF YOU MOVE ARBITRARILY FAILS TO COMPLETE THE SURT COSTS.	G IS BEING CONVERTED TO OR IS A CON- N 60 DAYS NOTICE IF YOUR APARTMENT E OUT AS A RESULT OF RECEIVING SUCH
(apartment # ) (condominium )	to lease from the Landlord and the Landlord agrees unit #) (townhouse unit #) having a second	street address of
	y (referred to as the "Property").	
	ase is for and ending on	This is referred to as
	o give possession of the Property to the Tenant on ver, the Tenant shall not be liable for the payment of	

Property to the Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then the

Tenant may terminate this Lease by giving notice to Landlord. If the first day of the Term is delayed, then the last day of the Term shall

Tenant's

Initials:

be adjusted accordingly, so that the Term remains for the number of months or years above stated.

Initials:
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Landlord's

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aue on the	day of each mo	nth. Rent shall be payable to: _		
	(2)	AME AND ADDRESS)		
5. INITIAL DEPOSI	T: Tenant has paid an initial depos		eived on	that v
be credited towards	the first month's rent o	r the Security I	Deposit. The balance	shall be paid as f
lows: First month's rent	\$ Due on			, Security Dep
\$	Due on		·	
6 SECUDITY DEDO	<b>OSIT:</b> The Tenant shall pay to the La	and and the course of ¢	(the "Constitut D	omonie II vyhinh nom
	months rent) to assure that the Tena		-	_
	ecurity Deposit, the additional security	•	-	
-	shall comply with the Rent Security		_	
	with not more than two rental units	_	_	
to waive the requirements	s of the Act is prohibited and void as	s a matter of law.		
	iting the Security Deposit into a bankir			
<u> </u>	ldress of the banking institution or inve	1 01		• •
	interest bearing or money market), the			
-	the following: (a) the Landlord's receip	• •		
	d to another (unless the move is due to of the merger if the merger occurs more	_		•
-	rol of the Property. Such notice also m			
-	nall be paid to the Tenant in cash or be	-		
date of this Lease, the renev	wal of the Term or on January 31, if the	Landlord gives the Tenant written	notice that interest will	be paid on January
-	s that, if the Landlord sells or convey			
	e undistributed interest to the new ow	•		•
	of the new owner. The notice shall be		•	
-	f the Property, the new owner shall			
	urning the Security Deposit as requir nspect the Property after the Tenant			
	return the Security Deposit plus the		•	
	Property resulting from the Tenant's			
	e forwarded to the Tenant with the ba			
mail. The Security Depos	sit may not be used by the Tenant for	r the payment of rent without the	e written consent of the	ne Landlord.
			1 61 1	4 55 4 11
	PENALTY: If the Tenant does not until the rent is received by La			
	defined in Section 8. In the event an			
to pay the Landlord a \$	processing char	•		-
payments be made in cash		,	C	
	ENT: Landlord may perform any obli	_	-	•
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fails to perform. The cost with the next installment	t to Landlord for such performance n t of monthly rent. The additional ren	nay be charged to tenant as "addint may include reasonable attorn	itional rent" which sha ney's fees incurred by	all be due and pay Landlord becaus
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Prepared by: Everth Maradiaga | E Realty | erealtynj@gmail.com |

- 11. NO ASSIGNMENT OR SUBLETTING: The Tenant may not assign this Lease, sublet all or any part of the Property, or permit any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission in Landlord's sole and absolute discretion.
- 12. VIOLATION, EVICTION AND RE-ENTRY: The Landlord reserves the right of re-entry. This means that if the Tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.
- **13. DAMAGES:** The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may include loss of rent, the cost of preparing the Property for re-renting and a brokerage commission incurred finding a new tenant as a result of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.
- **14. QUIET ENJOYMENT:** The Tenant may occupy the Property without interference, subject to Tenant's compliance with the Terms of this Lease.

#### 15. TENANT'S REPAIRS AND MAINTENANCE: The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
- (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- (c) Cut the grass and maintain the shrubbery.
- (d) Drive and park vehicles only in designated areas, if any.
- (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it.
- (f) Keep the furnace clean, and regularly change the furnace filters, if applicable.
- (g) Keep nothing in the Property which is flammable, dangerous or which might increase the danger of fire or other casualty.
- (h) Promptly notify the Landlord of any condition which requires repairs to be done.
- (i) Use the electric, plumbing and other systems and facilities in a safe manner.
- (j) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper containers in accordance with the prescribed pick-up schedule.
- (k) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
- (l) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
- (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal property.
- (n) Do nothing to destroy, deface or damage any part of the Property.
- (o) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the Tenant.
- (p) Do nothing which interferes with the use and enjoyment of neighboring properties.
- (a) Do nothing to cause any damage to any trees or landscaping on the Property.
- (r) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
- (s) Comply with such rules and regulations that may be published from time to time by the Landlord.
- **16. LANDLORD REPAIRS:** The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.
- 17. ACCESS TO THE PROPERTY: The Landlord shall have access to the Property on reasonable notice to the Tenant in order to (a) inspect the interior and exterior of the Property, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event of an emergency or if the Tenant is not home for more than seven consecutive days. If this Lease is not renewed as per Section 27 of this Lease Agreement, Landlord shall then be allowed access to the Property at any time prior to the end of the Term for showing of Property to prospective tenants.
- **18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first obtaining Landlord's written consent. By way of example, the Tenant may not:
  - (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented or glued in;
  - (b) Install any locks or chain guards;
  - (c) Wallpaper, affix wall coverings or other permanent type decorations;
  - (d) Install or change the electrical, plumbing, heating or air cooling system.

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Initials:	Initials:

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When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached, prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the Tenant on demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the beginning of the Term, reasonable wear and tear excepted.

All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid for by the Tenant, and shall remain as part of the Property at the end of the Term of this Lease, unless the Landlord demands that the Tenant remove them. The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien or claim is filed against the Property, the Tenant shall have it promptly removed.

- **19. INSPECTION:** If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Landlord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.
- **20. INSURANCE:** The Tenant shall be responsible for obtaining, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request, the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy.
- **21. FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is restored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not be obligated to repair or restore any improvements that Tenant has made to the Property.

Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

The Lease shall end if the Property is totally destroyed. The Tenant shall pay rent to the date of destruction.

If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, the Tenant shall pay for all repairs and other damages.

- **22. LIABILITY OF LANDLORD AND TENANT:** The Landlord is not legally responsible for any loss, injury or damage to any person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic employees, guests or visitors.
- **23. PETS:** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the Landlord may withhold in the Landlord's sole and absolute discretion.
- **24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused. If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal delivery, or (b) certified mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address on the first page of this Lease, and to the Tenant at the Property.
- **25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.
- **26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and shall continue to be binding upon the parties.
- 27. RENEWAL OF LEASE: The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than \_\_\_\_\_\_\_ days before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within \_\_\_\_\_\_ days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or rejects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of the Term.
- **28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this Lease and signed by the Landlord and the Tenant.

Tenant's	Landlord's	
Initials:	Initials:	
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- **29. END OF TERM:** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property, (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all final utility bills and (e) vacate the Property and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term, except for normal wear and tear.
  - **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including any amendments.
- **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and responsibilities
- **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations have been made by the Landlord or its real estate broker or agents except as set forth in this Lease. This Lease can only be changed in writing by an agreement signed by both the Landlord and the Tenant.

### 33. ATTORNEY REVIEW CLAUSE:

#### (1) Study by Attorney.

The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete his or her review of the Lease within a three-day period. This Lease will be legally binding at the end of this three-day period unless an attorney for the Tenant or the Landlord reviews or disapproves of the Lease.

#### (2) Counting the Time.

You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays, Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.

#### (3) Notice of Disapproval.

If an attorney for the Tenant or the Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.

	s Commission is earned, due and payable upon signing of a fully executed Leas Period set forth in Section 33 of this Lease. The Commission shall be paid by the Listing Agreement.
Tenant and shall be payable as follows:	
Listing Broker	
Address	Telephone #
Participating Broker	Commission
Address	Telephone #

#### 35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)

The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy of the document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed, signed by Tenant, Landlord and Broker(s) and is appended to and made a part of this Agreement.

Tenant's Landlord's

<b>Initials:</b>	Initials:
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Tenant's Landlord's Initials: \_\_\_\_\_ Initials: \_\_\_\_ formsimplicity

\_, (name of firm)

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WITNESS:	Landlord  Landlord  Tenant  Tenant	Date  Date  Date  Date
WITNESS:	Landlord Tenant	Date
WITNESS:		
WITNESS:	Landlord	Date
WITNESS:		

Serial#: 089748-100146-8852885
Prepared by: Everth Maradiaga | E Realty | erealtynj@gmail.com |

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# THIS PAGE SHOULD BE KEPT SEPARATE FROM THE LEASE

## VERIFICATION OF VERBAL WINDOW GUARD NOTIFICATION

This will verify that the below window guard notification was provided verbally at the time of lease signing to the undersigned tenant by the owner, lessor, agent, or other person who manages or controls the unit ("owner/representative") and that the tenant was made aware of his/her right to request installation of window guards and understands this notification.

#### WINDOW GUARD NOTIFICATION:

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.

Dated:	
	TENANT (Signature)
	TENANT (Print Name)
Dated:	
	TENANT (Signature)
	TENANT (Print Name)
Dated:	
	OWNER/REPRESENTATIVE (Signature)
	OWNER/REPRESENTATIVE (Print Name)