



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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Table listing 45 items including Condo/Co-op Right of Termination, Property, Term, Rent, Security Deposit, etc.

RESIDENTIAL LEASE AGREEMENT

BETWEEN LANDLORD(S):

whose address is/are

AND TENANT(S):

whose address is/are

The word "Landlord" as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives.

The word "Tenant" as used in this Lease means all of the tenants above listed.

1. CONDOMINIUM/CO-OPERATIVE RIGHT OF TERMINATION: (The following statement generally, as required by law, must be included in a lease for a condominium or cooperative unit.) THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

2. PROPERTY: The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (the single family home) (apartment # ) (condominium unit # ) (townhouse unit # ) having a street address of located in , New Jersey (referred to as the "Property").

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Tenant's Initials: Landlord's Initials:



39 3. **TERM:** The Term of this Lease is for \_\_\_\_\_ (months) (years) starting on \_\_\_\_\_  
40 \_\_\_\_\_ and ending on \_\_\_\_\_. This is referred to  
41 as the "Term". If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall  
42 not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of  
43 the 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  
44 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  
45 shall be adjusted accordingly, so that the Term remains for the number of months or years above stated.

46  
47 4. **RENT:** The rent for the Term of this Lease is \$ \_\_\_\_\_, to be paid as follows: \$ \_\_\_\_\_ per month, which is  
48 due on the \_\_\_\_\_ day of each month. Rent shall be payable to: \_\_\_\_\_  
49 \_\_\_\_\_.

50 (NAME AND ADDRESS)  
51 5. **INITIAL DEPOSIT:** Tenant has paid an initial deposit of \$ \_\_\_\_\_ received on \_\_\_\_\_ that will  
52 be credited towards \_\_\_\_\_ the first month's rent or \_\_\_\_\_ the Security Deposit. The balance shall be paid as fol-  
53 lows: First month's rent \$ \_\_\_\_\_ Due on \_\_\_\_\_, Security Deposit  
54 \$ \_\_\_\_\_ Due on \_\_\_\_\_.

55  
56 6. **SECURITY DEPOSIT:** Tenant shall pay to the Landlord the sum of \$ \_\_\_\_\_ (the "Security Deposit" which can-  
57 not exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant's obligations under this Lease. If the  
58 Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the  
59 current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the "Act"), unless this Lease  
60 is for owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any  
61 attempt to waive the requirements of the Act is prohibited and void as a matter of law.

62 The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in  
63 writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited  
64 or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account  
65 within 30 days of each of the following: (a) the Landlord's receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit  
66 from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt  
67 of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest payment); or (c) the transfer or convey-  
68 ance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned  
69 on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary  
70 date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January  
71 31.

72 The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer  
73 the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as  
74 well as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance  
75 of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments,  
76 giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

77 The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this  
78 Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Land-  
79 lord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized in a statement by  
80 the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified  
81 mail. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.

82  
83 7. **LATE PAYMENT PENALTY:** If the Tenant does not pay the rent by the \_\_\_\_\_ day of the month, the Tenant shall pay  
84 a late charge of \_\_\_\_\_ until the rent is received by Landlord. The late charge shall be added to the rent, and shall be considered  
85 as additional rent, which is defined in Section 8. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees  
86 to pay the Landlord a \$ \_\_\_\_\_ processing charge. In such event, the Landlord reserves the right to demand that future rent  
87 payments be made in cash, bank or certified check.

88  
89 8. **ADDITIONAL RENT:** Landlord may perform any obligations under this Lease which are Tenant's responsibility and which  
90 Tenant fails to perform. The cost to Landlord for such performance may be charged to tenant as "additional rent" which shall be due  
91 and payable with the next installment of monthly rent. Landlord has the same rights against Tenant for failure to pay additional rent as  
92 Landlord has for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.

93  
94 9. **POSSESSION AND USE:** The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as  
95 otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the Property for any  
96 business, trade or profession. The Tenant shall not store any flammable, dangerous or hazardous materials at the Property, other than  
97 ordinary household cleaning materials. The Property shall not be allowed to be vacant for any extended period of time.

98

Tenant's  
Initials: \_\_\_\_\_

Landlord's  
Initials: \_\_\_\_\_

99 **10. UTILITIES:** The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be respon-  
100 sible for paying the following utility services:  Gas  Electric  Water  Heat  Sewer  General Trash Disposal  
101  (Other) \_\_\_\_\_.

102 The Landlord shall provide and pay for the following utility services:  Gas  Electric  Water  Heat  Sewer  
103  General Trash Disposal  (Other) \_\_\_\_\_. The Tenant agrees  
104 not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any dam-  
105 age or loss caused to Tenant or Tenant's property because of an interruption in utility services over which Landlord has no reasonable  
106 means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

107  
108 **11. NO ASSIGNMENT OR SUBLETTING:** The Tenant may not assign this Lease, sublet all or any part of the Property, or permit  
109 any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission  
110 in Landlord's sole and absolute discretion.

111  
112 **12. VIOLATION, EVICTION AND RE-ENTRY:** The Landlord reserves the right of re-entry. This means that if the Tenant  
113 violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court  
114 proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also  
115 evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may  
116 regain possession of the Property.

117  
118 **13. DAMAGES:** The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may  
119 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  
120 of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.

121  
122 **14. QUIET ENJOYMENT:** The Tenant may occupy the Property without interference, subject to Tenant's compliance with the  
123 Terms of this Lease.

- 124  
125 **15. TENANT'S REPAIRS AND MAINTENANCE:** The Tenant shall:
- 126 (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees,  
127 guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
  - 128 (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
  - 129 (c) Cut the grass and maintain the shrubbery.
  - 130 (d) Drive and park vehicles only in designated areas, if any.
  - 131 (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it.
  - 132 (f) Keep the furnace clean, and regularly change the furnace filters, if applicable.
  - 133 (g) Keep nothing in the Property which is flammable, dangerous or which might increase the danger of fire or other casualty.
  - 134 (h) Promptly notify the Landlord of any condition which requires repairs to be done.
  - 135 (i) Use the electric, plumbing and other systems and facilities in a safe manner.
  - 136 (j) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper  
137 containers in accordance with the prescribed pick-up schedule.
  - 138 (k) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
  - 139 (l) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
  - 140 (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal  
141 property.
  - 142 (n) Do nothing to destroy, deface or damage any part of the Property.
  - 143 (o) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the  
144 Tenant.
  - 145 (p) Do nothing which interferes with the use and enjoyment of neighboring properties.
  - 146 (q) Do nothing to cause any damage to any trees or landscaping on the Property.
  - 147 (r) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
  - 148 (s) Comply with such rules and regulations that may be published from time to time by the Landlord.

149  
150 **16. LANDLORD REPAIRS:** The Landlord shall make any necessary repairs and replacements to the vital facilities serving the  
151 Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be  
152 liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services  
153 or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.

154  
155 **17. ACCESS TO THE PROPERTY:** The Landlord shall have access to the Property on reasonable notice to the Tenant in order to  
156 (a) inspect the interior and exterior of the Property, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d)  
157 show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event  
158 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

159 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  
160 to prospective tenants.  
161

162 **18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first  
163 obtaining Landlord's written consent. By way of example, the Tenant may not:

- 164 (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented  
165 or glued in;
- 166 (b) Install any locks or chain guards;
- 167 (c) Wallpaper, affix wall coverings or other permanent type decorations;
- 168 (d) Install or change the electrical, plumbing, heating or air cooling system.

169 When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must  
170 be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached,  
171 prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the  
172 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  
173 beginning of the Term, reasonable wear and tear excepted.

174 All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid  
175 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  
176 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  
177 claim is filed against the Property, the Tenant shall have it promptly removed.  
178

179 **19. INSPECTION:** If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Land-  
180 lord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.  
181

182 **20. INSURANCE:** The Tenant shall be responsible for obtaining, at Tenant's own cost and expense, a tenant's insurance policy for  
183 the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of  
184 the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request,  
185 the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy.  
186

187 **21. FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which  
188 occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is re-  
189 stored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

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

192 Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within  
193 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

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

195 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  
196 Tenant shall pay for all repairs and other damages.  
197

198 **22. LIABILITY OF LANDLORD AND TENANT:** The Landlord is not legally responsible for any loss, injury or damage to any  
199 person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible  
200 for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic  
201 employees, guests or visitors.  
202

203 **23. PETS:** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the  
204 Landlord may withhold in the Landlord's sole and absolute discretion.  
205

206 **24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused.  
207 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  
208 mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address  
209 on the first page of this Lease, and to the Tenant at the Property.  
210

211 **25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall  
212 not prevent the Landlord from enforcing the obligation at a later time.  
213

214 **26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and  
215 shall continue to be binding upon the parties.  
216

217 **27. RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good  
218 cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than \_\_\_\_\_ days

219 before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within  
220 \_\_\_\_\_ days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or re-  
221 jects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall  
222 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  
223 the Term.  
224

225 **28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the  
226 Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this  
227 Lease and signed by the Landlord and the Tenant.  
228

229 **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,  
230 (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all final utility bills and  
231 (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  
232 normal wear and tear.  
233

234 **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws  
235 and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including  
236 any amendments.  
237

238 **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and respon-  
239 sibilities.  
240

241 **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations have been  
242 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  
243 agreement signed by both the Landlord and the Tenant.  
244

245 **33. ATTORNEY REVIEW CLAUSE:**

246 **(1) Study by Attorney.**

247 The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete  
248 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  
249 attorney for the Tenant or the Landlord reviews or disapproves of the Lease.

250 **(2) Counting the Time.**

251 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,  
252 Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.

253 **(3) Notice of Disapproval.**

254 If an attorney for the Tenant or Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other  
255 party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the  
256 notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will  
257 be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not,  
258 inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.  
259

260 **34. BROKER'S COMMISSION:** The Broker's Commission is earned, due and payable upon signing of a fully executed Lease  
261 Agreement and satisfaction of the Attorney Review Period set forth in Section 33 of this Lease. The Commission shall be paid by the

262  Landlord in accord with previously executed Listing Agreement.

263  Tenant and shall be payable as follows: \_\_\_\_\_  
264 \_\_\_\_\_  
265 \_\_\_\_\_

266  
267  
268  
269 Listing Broker \_\_\_\_\_

270  
271  
272 Address \_\_\_\_\_ Telephone # \_\_\_\_\_

273  
274  
275 Email Address \_\_\_\_\_ Cell Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

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278 Participating Broker \_\_\_\_\_ Commission \_\_\_\_\_

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Address

Telephone #

Email Address

Cell Phone#

Fax#

**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.

**36. 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, CO-OPERATIVE 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.

**37. MEGAN'S LAW STATEMENT:**

UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.

**38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Property.

**39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

A. \_\_\_\_\_, (name of firm)  
AND \_\_\_\_\_ (name(s) of licensee(s))  
AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one)  
 LANDLORD'S AGENTS  TENANT'S AGENTS  DISCLOSED DUAL AGENTS  TRANSACTION BROKERS.  
B. INFORMATION SUPPLIED BY \_\_\_\_\_ (name of other firm)  
HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)  
 LANDLORD'S AGENT ONLY  TENANT'S AGENT ONLY  DISCLOSED DUAL AGENT  TRANSACTION BROKER.

**40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT: (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one.)** By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and responsibilities of residential tenants and landlords in New Jersey".

**41. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:**

The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

**42. PRIVATE WELL TESTING: (This section is applicable if the Property's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act" - N.J.S.A. 58:12A-26 to 37).** By March 14, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall

339 provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to  
340 any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either post the tests results in a readily  
341 visible location inside of the Property or provide a written copy thereof to the tenant. A "seasonal use or rental" means use or rental for  
342 a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By  
343 signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received  
344 the test results, acknowledges the posting thereof inside of the Property in accordance with the Act.  
345

346 **43. SECURITY CAMERAS:**

347 If there are any security cameras on the Property, including but not limited to what often are called "nanny cams" or other video or  
348 audio taping equipment, the Landlord represents that the security cameras will be disabled and not functioning during the Term of this  
349 Lease unless only the Tenant has the use of the security cameras and neither the Landlord nor any other party has access to or the use of  
350 it. The Landlord acknowledges that any use or access to the security system by the Landlord or any other party during the tenancy may  
351 constitute an invasion of privacy of the Tenant and subject the Landlord to civil damages and criminal charges. Specifically excluded from this  
352 Section are such security cameras in multi-family housing that are in common areas, such as common hallways, the exterior of the building(s),  
353 entrance ways to the building(s), common laundry rooms, or common parking lots or garages.  
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355 **44. MEGAN'S LAW REGISTRY:** Tenant is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may  
356 be accessed at [www.njsp.org](http://www.njsp.org).  
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358 **45. OTHER LEASE PROVISIONS, IF ANY:**  
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**45. Continued, OTHER LEASE PROVISIONS, IF ANY:**

**WITNESS:**

_____	Landlord	_____	Date
_____	Landlord	_____	Date
_____	Landlord	_____	Date
_____	Landlord	_____	Date
_____	Tenant	_____	Date
_____	Tenant	_____	Date
_____	Tenant	_____	Date
_____	Tenant	_____	Date





**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.**

_____	_____	_____
TENANT (Print Name)	TENANT (Signature)	Date
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TENANT (Print Name)	TENANT (Signature)	Date
_____	_____	_____
TENANT (Print Name)	TENANT (Signature)	Date
_____	_____	_____
TENANT (Print Name)	TENANT (Signature)	Date
_____	_____	_____
OWNER/REPRESENTATIVE (Print Name)	OWNER/REPRESENTATIVE (Signature)	Date
_____	_____	_____
OWNER/REPRESENTATIVE (Print Name)	OWNER/REPRESENTATIVE (Signature)	Date
_____	_____	_____
OWNER/REPRESENTATIVE (Print Name)	OWNER/REPRESENTATIVE (Signature)	Date
_____	_____	_____
OWNER/REPRESENTATIVE (Print Name)	OWNER/REPRESENTATIVE (Signature)	Date





# WIRE FRAUD NOTICE

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**PROTECT YOURSELF FROM BECOMING A VICTIM OF WIRE FRAUD.** Wire fraud has become very common. It typically involves a criminal hacker sending fraudulent wire transfer instructions in an email to an unsuspecting buyer/tenant or seller/landlord in a real estate transaction that appears as though it is from a trusted source, such as the victim's broker, attorney, appraiser, home inspector or title agent. The email may look exactly like other emails that the victim received in the past from such individuals, including having the same or a similar email address, accurate loan and other financial information, and the logo of one of those individuals. If the hacker is successful, the victim will follow the bogus instructions to wire money, such as deposit money or payment of an invoice, to the hacker's account. Once this money has been wired, it may not be possible to recover it.

We strongly recommend that, **before** you wire funds to any party, including your own attorney, real estate broker or title agent, you **personally call** them to confirm the account number and other wire instructions. You only should call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) and should **not** use any phone number that is in any email - **even if the email appears to be from someone you know**.

If you have any reason to believe that your money was sent to a hacker, you must immediately contact your bank and your local office of the Federal Bureau of Investigation, who can work with other agencies to try to recover your money, to advise them where and when the money was sent. You also should promptly file a complaint with the Internet Crime Center at [bec.ic3.gov](http://bec.ic3.gov).

Finally, since much of the information included in such fraudulent emails is obtained from email accounts that are not secure, we strongly recommend that you not provide any sensitive personal or financial information in an email or an attachment to an email. Whenever possible, such information, including Social Security numbers, bank account and credit card numbers and wiring instructions, should be sent by more secure means, such as by hand delivery, over the phone, or through secure mail or overnight services.

**By signing below, you indicate that you have read and understand the contents of this Notice:**

**Seller/Landlord:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seller/Landlord:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Buyer/Tenant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Buyer/Tenant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

