***REAL ESTATE LEASE***

This Lease Agreement (this "Lease") is made effective as of lease start date by and between , Email: and tenant full name, "Tenant", including spouse (Name), dependents, tenant dependants or additional tenant (Name).

("Tenant"). The word "Tenant" in this lease means all Signatories or Occupants.

Tenant (s) Cell Phone #: tenant phone, Email Address: tenant email

The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant number of beds / number of baths **non smoking** House located at property address (the "Premises").

**OCCUPANTS.** The Premises may not be occupied by more than 2 person(s), consisting of 2 adult(s) unless the prior written consent of the Landlord is obtained.

**TERM.** The lease term will begin on or before lease start date and will terminate on lease end date.

**NOTICE TO TERMINATE AT END OF TERM.** Notice to terminate lease by the Tenant ***must be received by the Landlord at least one full rental period before the tenancy’s last day*. This means the day before the last rent payment is due.** This lease ends lease end date. *If the Tenant who pays rent on the first day of each month wishes to leave at the end of this lease, Tenant must inform the Landlord of that fact in writing at* ***least 31 days or sooner****, before* lease end date*. If the Tenant misses the proper notice deadline – even by a day – the Tenant is liable for paying an extra month’s rent.*

**RENTAL APPLICATION.** The Tenant acknowledges that the Landlord has relied upon the rental application, copy of which is attached hereto as an inducement for entering into this agreement and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant(s) any damages including reasonable attorney fees resulting there from.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of rent amount payable in advance on the first day of each month starting on rent frequency for a total annual lease payment of Outstanding rent. Lease payments shall be made to the Landlord **electronically**, which may be changed from time to time by Landlord.

**LATE PAYMENTS.** Tenant shall pay a late fee equal to 6.00% of the required installment payment for each payment that is not paid within 5 days after the due date for such late payment and 10% after the 10th day.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged $35.00 for each check that is returned to Landlord for lack of sufficient funds.

**ADDITIONAL RENT.** If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply with the Tenant as “additional rent.” This includes reasonable attorney’s fees incurred by the Landlord as a result of the Tenant’s violation of any Lease agreement. The additional rent shall be due and payable as rent with the next monthly Rent payment. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to the Rent.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of Amount of deposit amount. It shall be deposited in an interest bearing account at Manasquan Savings Bank. The balance of the interest or earnings, after the deduction for the Landlord’s administration expenses allowed by law, shall belong to the Tenant. The Security shall be held in trust by the Landlord during the Term of this Lease, including any renewal or extension. It shall be used as security for the Tenant’s compliance with the Tenant’s obligations under this Lease. If the costs exceed the Security, the Tenant shall pay the additional amount to the Landlord. If the Landlord uses any of the Security during the Term, the Tenant shall promptly restore the Security to its original amount. **The Security is not to be used by the Tenant for the payment of Rent without the Landlord’s written permission.**

Within 30 days after the end of the Term, the Landlord shall return to the Tenant (a) the Security and the Tenant’s portion of the interest or earnings, less any charges made under this Lease, and (b) a statement itemizing the interest and any deductions. If the Landlord’s interest in the Building is transferred, the Landlord shall (a) turn over the Security to the new Landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given within 5 days after the transfer, be registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security. The new Landlord becomes liable to the Tenant for the return of the Security in accordance with the terms of this Lease.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. The Tenant shall not use the House for any business, professional, unlawful or hazardous purpose. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**KEYS and GARAGE DOOR OPENER.** The Tenant will be given 2 key(s) to the Premises and 1 garage door opener. If all keys and opener are not returned to the Landlord at the end of the Lease, the Tenant shall be charged $50.00.

**NO ALTERATION OR INSTALLATION OF EQUIPMENT.** The Tenant may not make any changes or additions to the House without the Landlord’s written consent. This rule includes, but is not limited to:

(a) Installation of paneling, flooring, built-in decorations, partitions, moldings or any other fixture drilled into or attached to the floors, walls or ceilings.

(b) Installation of any locks or chain-guards.

(c) Painting, wallpapering, or other decorations.

(d) Installation of any equipment or wiring.

(e) Change in the plumbing, cooking, heating and air conditioning, or electrical systems.

All changes or additions made without the Landlord’s written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord’s written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the House at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs of any permitted changes and additions. The Tenant shall not allow any mechanic’s lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

**MAINTENANCE OBLIGATIONS OF LANDLORD**

Landlord's obligations for maintenance shall include:

(a) the roof, outside walls, and other structural parts of the building.

(b) the sewer, water pipes, and other matters related to plumbing.

(c) the electrical wiring.

(d) the heating system and air conditioning system.

(f) all other items of maintenance not specifically delegated to Tenant under this Lease.

**With respect to (b) and (d), Tenant will pay the first $100.00 of repair or service**

**charge.**

**MAINTENANCE OBLIGATIONS OF TENANT**

Tenant's obligations for maintenance shall include:

(a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant and the Tenant's family, friends and domestic employees.

(b) Promptly notify the Landlord of conditions which need repair.

(c) Take good care of the House and all equipment and fixtures in it.

(d) Obey any written instructions of the Landlord for the care and use of the appliances, equipment, and other personal property in the House.

(e) Replace filters for the heating and air conditioning system three times a year.

(f) Change smoke detector batteries.

(g) Use all electric, plumbing and other facilities safely.

(h) Do nothing to cause a cancellation or an increase in the cost of Landlord’s fire or Liability insurance.

(i) Use no more electricity that the wiring or feeders to the House can safely carry.

(j) Do nothing to destroy, deface, damage or remove any part of the House or grounds.

(k) Keep nothing in the House which is inflammable, dangerous or might increase the danger of fire or other casualty. (l) Do nothing to destroy the peace and quiet of the persons in the neighborhood.

(m) Replace burned out light bulbs.

**ACCESS BY LANDLORD TO PREMISES.** The Landlord shall have access to enter the Premises on reasonable notice to the Tenant to make inspections, make necessary repairs, alterations, or improvements, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, insurers, or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's

consent.

**UTILITIES AND SERVICES.**

The Tenant shall pay for the following utilities and services: (a) electric, (b) gas (c) water and sewer fee.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**TAXES and FEES.** Taxes and Fees attributable to the Premises or the use of the Premises shall be allocated as follows: Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

HOA Fees. Landlord shall pay all HOA Fees and assessments for the Premises.

**FIRE AND OTHER CASUALTY.** The Tenant shall notify the Landlord at once of any fire or other casualty in the House. The Tenant is not required to pay Rent when the House is unusable. If the Tenant uses part of the House for living purposes, the Tenant must pay Rent pro-rata for the usable part. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $50,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is $50,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. If the Premises are damaged or destroyed and such damage or destruction has not been caused by Tenant, Tenant shall have such rights to vacate as may be provided by law.

**LIABILITY OF LANDLORD AND TENANT.** The Landlord is not liable for loss, injury, or damage to any person or property unless it is due to the Landlord’s act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant, the Tenant’s family or domestic employers.

**JOINT AND SEVERAL LIABILITY.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

**DEFAULT, ABANDONMENT OR EVICTION.** Should the Tenant fail to pay the rent or any other charges arising under this lease promptly as stipulated or should premises be abandoned by Tenant (it being agreed that an absence of Tenant from the leased premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment)or should voluntary or involuntary bankruptcy proceedings be commenced by or against Tenant, or should Tenant make an assignment for the benefit of creditors, then in any of said events, Tenant shall be in default and the rental of the whole of the unexpired term of this lease, together with any attorney’s fees, and all other expenses shall immediately become due. Landlord may proceed one or more times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease. Similarly, in the event of any such default, Landlord retains the option to cancel this lease and obtain possession of the premises in accordance with the provisions of N.J.S.A.2A:18-61.1g. In the event of such cancellation and eviction, Tenant shall pay the unpaid Rent for the Term or until the Landlord re-rents the Premises, if sooner. If the Landlord re-rents the Premises for less than the Tenant’s Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Premises for more than the Tenant’s Rent, the Tenant is not entitled to the excess. The Tenant shall also pay all the reasonable expenses incurred by the Landlord in preparing the Premises for re-renting and commissions paid to a broker for finding a new tenant. In the event the premises are abandoned as defined above, Tenant grants to Landlord the right to dispose of belongings remaining in the premises in any manner Landlord chooses without and responsibility or liability to Tenant for any loss which Tenant may sustain from said disposition. Tenant shall be responsible for any cost incurred by removal of these belongings.

**INSURANCE** Tenant shall provide Landlord with a Tenant Insurance Policy with liability of **$500,000.00 minimum** listing Landlord as "**additional insured"** (not a named insured).

**Background and Credit Check** a full credit and background check will be pulled on each new tenant. By signing this lease you are giving consent to pull a background and credit card history report.

**OTHER VIOLATIONS, NUISANCE.** Should the Tenant at any time violate any of the conditions of this lease, other than the conditions provided in the immediately preceding paragraphs under the heading “Default, Abandonment, or Eviction” or should the Tenant discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to others, such as but not limited to, being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or knowingly engaging in any unlawful or immoral activities, or failure to abide by any Rules and Regulations, and should such violation continue for a period of five days after written notice has been given Tenant (such notice may be posted on Tenant’s door) or should such violation again occur after written notice to cease and desist from such activity or disturbance, then, Tenant shall be in default and

Landlord shall have the right to demand the rent for the whole unexpired term of this lease which at once becomes due and payable or to immediately cancel this lease and obtain possession of the premises in accordance with the provisions of N.J.S.A.2A:18-61.1g, or to exercise any further rights granted by this lease or available by law.

**DAMAGES.** The Tenant is liable for all damages caused by the Tenant’s violation of any agreement in this Lease. Tenant is obligated to pay any collection and eviction costs and attorney’s fees. After eviction the Tenant shall pay the unpaid Rent for the Term or until the Landlord re-rents the Premises, if sooner. If the Landlord re-rents the Premises for less than the Tenant’s Rent, the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Premises for more than the Tenant’s Rent, the Tenant is not entitled to the excess. The Tenant shall also pay all the reasonable expenses incurred by the Landlord in preparing the Premises for re-renting and commissions paid to a broker for finding a new tenant.

**PETS.** No pets (living or visiting) shall be allowed on the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not do any of the following without the Landlord’s written consent: (a) assign this Lease, (b) sublet all or any part of the House or (c) permit another person to use the House except as a temporary guest.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**ADDITIONAL PROVISIONS.**

**RULES & REGULATIONS**

The Tenant shall comply with the following rules for the safety and care of the House:

(a) Nothing may be placed on or attached to the roof, outside walls of the House. Nothing may be attached to the sills or windows except drapery rods, shades and blinds. The tenant shall not place signs anywhere.

(b) The tenant must give to the Landlord keys to all locks. Locks may not be changed or new locks put in without the written consent of the Landlord. All keys and garage door opener must be returned to the Landlord at the end of the Term.

(c) No water beds, allowed.

(d) No motorcycles, boats or trailers allowed.

(e) No parking on the grass.

(f) Grills must be kept a safe distance from the house.

(g) No antennas, satellite dishes, and auxiliary heaters allowed without permission of Landlord.

(h) The Tenant shall remove garbage when necessary.

(i) The Tenant shall not throw sweepings, rubbish, rags or other objects into the

plumbing fixtures.

(j) The Tenant shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures.

(k) The Tenant shall promptly comply with all laws, orders, regulations, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, HOA, or similar groups which are properly directed to the Tenant.

**BROKER COMMISSION.** The broker commission is earned due and payable on signing of a fully executed lease agreement and satisfaction of the attorney review. The commission shall be paid by the

( ) Landlord in accord with previously executed listing Agreement.

( ) Tenant and shall be payable as follows:

Listing Broker: Commission: $

Address: Work Phone #:

Email: Cell Phone # Fax #:

Participating Broker: Commission: $

Address: Work Phone #:

Email: Cell Phone # Fax #:

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

A. (name of firm)

AND (names(s) of licensee(s)

AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one)

( ) LANDLORD'S AGENTS ( ) TENANT'S ( ) DISCLOSED DUAL AGENTS ( ) TRANSACTION BROKERS B. INFORMATION SUPPLIED BY ( name of other firm)

HAS INDICATED THAT IF IT IS OPERATING IN THIS TRANSACTION AS A (choose one)

( ) LANDLORD'S AGENT ONLY ( ) TENANT'S AGENT ONLY ( ) DISCLOSED DUAL AGENTS ( ) TRANSACTION BROKER

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by facsimile, e-mail or mail, postage prepaid, addressed as follows:

LANDLORD:

Name: landlord/company full name

Address:landlord address

TENANT(s):

Name: tenant full name

Address: property address

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**NO WAIVER.** The Landlord’s failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

**ENTIRE AGREEMENT/AMENDMENT.** The parties have read this Lease. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SURVIVAL.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**END OF TERM.** At the end of the Term the Tenant shall leave the Premises clean, remove all of the Tenant’s property, repair all damage including that caused by moving, and vacate the Premises and return it with all keys and garage door opener to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period equal to 100% of the normal payment rate set forth in the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

**BINDING.** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New Jersey.

**SUBORDINATION TO MORTGAGE.** This Lease and all renewals of this Lease shall be subordinate to all present and future mortgages on the House. In a sale of the House arising out of a court proceeding known as a foreclosure, the holder of a mortgage on the House may end this Lease. The Tenant shall sign all papers needed to subordinate the Lease to any mortgage on the House. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

**LANDLORD:**

landlord/company full name

Landlord Signature:



Date:

**TENANT(s)**

tenant full name

Tenant Signature:

Date:

Spouse, Dependent or Additional Tenant Name

Tenant Signature:

Date:

**PROPERTY INSPECTION.**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

**TENANT(s):**

tenant full name

Tenant Signature: 

Date: Sep 3, 2023 18:03:00

Spouse, Dependent or Additional Tenant Name

Tenant Signature:

Date:

tenant dependants