



NEW JERSEY ASSOCIATION OF 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

BETWEEN LANDLORD:

whose address is

AND TENANT:

whose address is

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").

3. TERM: The Term of this Lease is for (years) (months) starting on and ending on . This is referred to 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 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 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 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 be adjusted accordingly, so that the Term remains for the number of months or years above stated.

4. RENT: The rent for the Term of this Lease is \$, to be paid as follows: \$ per month, which is due on the day of each month. Rent shall be payable to: (Name and Address)

5. INITIAL DEPOSIT: Tenant has paid an initial deposit of \$ received on that will be credited towards the first month's rent or the Security Deposit. The balance shall be paid as follows: First month's rent \$ Due on , Security Deposit \$ Due on .

52 **6. SECURITY DEPOSIT:** Tenant shall pay to the Landlord the sum of \$ _____ (the "Security Deposit" which
53 which cannot exceed one and one-half months rent) to assure that Tenant performs all of Tenant's obligations under this Lease.
54 Landlord shall comply with the Rent Security Deposit Act (N.J.S.A. 46:8-19 et seq.; the "Act"). This includes depositing the
55 Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in writing within 30
56 days of Landlord's receipt of the Security Deposit of (i) the name and address of the banking institution or investment company;
57 (ii) the type of account in which the Security Deposit is deposited or invested (for example, interest bearing or money market);
58 (iii) the amount of the Security Deposit and (iv) the current rate of interest for the account. The Act also requires payment in cash
59 to Tenant of all interest earned on the Security Deposit upon the anniversary date of this Lease or the renewal of the term of this
60 Lease. At such time, or at the time of a change in the type of account or a change in the banking institution or investment
61 company, Landlord shall again notify Tenant of (i) the name and address of the banking institution or investment company; (ii)
62 the type of account in which the Security Deposit is deposited or invested; (iii) the amount of Security Deposit and; (iv) the
63 current rate of interest for the account. Such a notice shall also be given to Tenant within 30 days after conveyance of the
64 Property.

65 The Landlord may deduct from the Security Deposit any costs resulting from the Tenant's failure to comply with any of the
66 terms of this Lease. If the Landlord makes any such deductions, then upon demand, the Tenant shall promptly restore the
67 Security Deposit to its original amount. The Security Deposit may not be used by the Tenant for the payment of rent without the
68 written consent of the Landlord.

69 The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of
70 this Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended
71 by the Landlord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized
72 in a statement by the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal
73 delivery, registered or certified mail.

74 If the Landlord sells or transfers the Property during the Term of this Lease, the Landlord will transfer the Security Deposit
75 plus the undistributed interest to the new owner. Landlord shall notify the Tenant of the sale and transfer, as well as the name and
76 address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance of title.
77 After acquisition of the Property, the new owner shall have all responsibility regarding the Security Deposit, and the Landlord
78 shall have no further responsibility.

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

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

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

99 **10. UTILITIES:** The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall
100 be responsible for paying the following utility services: Gas Electric Water Heat Sewer
101 General Trash Disposal (Other) _____
102 The Landlord shall provide and pay for the following utility services: Gas Electric Water Heat
103 Sewer General Trash Disposal (Other) _____
104 The Tenant agrees not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not
105 be responsible for any damage or loss caused to Tenant or Tenant's property because of an interruption in utility services over
106 which Landlord has no reasonable means of control. Any such interruption shall not be grounds for Tenant to reduce or stop
107 paying rent.

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

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

119 **13. DAMAGES:** The Tenant is liable for all Landlord's damages caused by Tenant's breach of this Lease. Such damages
120 may include loss of rent, the cost of preparing the Property for re-renting, brokerage commission in finding a new tenant as a
121 result of Tenant's eviction or Tenant moves out prior to the end of the Term as well as reasonable attorney's fees and court costs.

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

126 **15. TENANT'S REPAIRS AND MAINTENANCE:** The Tenant shall:
127 (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic
128 employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the
129 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.
- (q) 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.

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.

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

211 **24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be
212 refused. If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal
213 delivery, or (b) certified mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the
214 Landlord shall be at the address on the first page of this Lease, and to the Tenant at the Property.
215

216 **25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one
217 instance shall not prevent the Landlord from enforcing the obligation at a later time.
218

219 **26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be
220 unaffected and shall continue to be binding upon the parties.
221

222 **27. RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has
223 good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than _____
224 days before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal
225 Lease. Within _____ days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant
226 accepts or rejects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the
227 Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must
228 vacate the Property at the end of the Term.
229

230 **28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by
231 the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be
232 attached to this Lease and signed by the Landlord and the Tenant.
233

234 **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
235 property, (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all
236 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
237 beginning of the Term, except for normal wear and tear.
238

239 **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws and
240 Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including any
241 amendments.
242

243 **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and
244 responsibilities.
245

246 **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations
247 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
248 changed in writing by an agreement signed by both the Landlord and the Tenant.
249

250 **33. ATTORNEY REVIEW CLAUSE:**

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

252 The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must
253 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
254 period unless an attorney for the Tenant or the Landlord reviews or disapproves of the Lease.

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

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

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

260 If an attorney for the Tenant or the Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and
261 the other party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The
262 attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The
263 telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's
264 office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Lease that would make it
265 satisfactory.
266

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

270 Landlord in accord with previously executed Listing Agreement.

271 Tenant and shall be payable as follows: _____
272
273

274
275
276
277 Listing Broker

280 Address and Telephone #
281
282

283 Participating Broker _____ Commission _____
284
285

286 Address and Telephone #

Tenant's Initials: _____ Landlord's Initials: _____

287 **35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**
288 The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy
289 of the document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully
290 completed, signed by Tenant, Landlord and Broker(s) and is appended to and made a part of this Agreement.
291

292 **36. WINDOW GUARD NOTIFICATION:**
293 **IN THE EVENT TENANT RESIDES IN A MULTIPLE DWELLING IN AN APARTMENT UNIT ABOVE THE**
294 **FIRST FLOOR (AS DEFINED BELOW), AND THE UNIT IS OCCUPIED BY A CHILD OR CHILDREN 10 YEARS**
295 **OF AGE OR UNDER, OR A CHILD OR CHILDREN 10 YEARS OF AGE OR UNDER ARE REGULARLY PRESENT**
296 **FOR A SUBSTANTIAL PERIOD OF TIME IN THE UNIT AS AND TO THE EXTENT PROVIDED IN N.J.A.C.**
297 **5:10-27, TENANT MAY REQUIRE OWNER, LESSOR OR THE AGENT OR OTHER PERSON WHO MANAGES**
298 **THE MULTIPLE DWELLING TO FURNISH, INSTALL AND MAINTAIN CHILD PROTECTION WINDOW**
299 **GUARDS ON WINDOWS IN SUCH UNIT AND ON ANY WINDOWS IN THE PUBLIC HALLWAYS TO WHICH**
300 **SUCH CHILD OR CHILDREN HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING BY**
301 **MAKING A WRITTEN REQUEST FOR SUCH WINDOW GUARDS TO THE OWNER, LESSOR OR THE AGENT**
302 **OR OTHER PERSON WHO MANAGES OR CONTROLS THE MULTIPLE DWELLING. THIS LAW DOES NOT**
303 **APPLY TO ANY WINDOW IN (1) AN APARTMENT UNIT OCCUPIED BY AN OWNER OF THE DWELLING**
304 **UNIT, OR (2) AN APARTMENT UNIT WHICH IS PART OF A CONDOMINIUM, COOPERATIVE OR MUTUAL**
305 **HOUSING CORPORATION. A WINDOW IN A ROOM OR HALLWAY SHALL NOT BE CONSIDERED TO BE ON**
306 **THE FIRST FLOOR IF THE FINISHED SURFACE OF THE FLOOR OF THAT ROOM OR HALLWAY IS MORE**
307 **THAN SIX FEET ABOVE GRADE AS MEASURED AT THE LOCATION OF THE WINDOW. IN THE EVENT**
308 **TENANT RESIDES IN AN APARTMENT UNIT ON THE FIRST FLOOR AND SUCH UNIT WILL ALSO BE**
309 **OCCUPIED BY A CHILD OR CHILDREN 10 YEARS OF AGE OR UNDER, OR A CHILD OR CHILDREN 10**
310 **YEARS OF AGE OR UNDER ARE REGULARY PRESENT FOR A SUBSTANTIAL PERIOD OF TIME IN THE**
311 **UNIT AS AND TO THE EXTENT PROVIDED IN N.J.A.C. 5:10-27, TENANT MAY HAVE CHILD PROTECTION**
312 **WINDOW GUARDS INSTALLED IN THE PUBLIC HALLWAYS ABOVE THE FIRST FLOOR TO WHICH SUCH**
313 **CHILD OR CHILDREN HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING BY MAKING A**
314 **WRITTEN REQUEST FOR SUCH WINDOW GUARDS TO THE OWNER, LESSOR OR THE AGENT OR OTHER**
315 **PERSON WHO MANAGES OR CONTROLS THE DWELLING. NOTWITHSTANDING ANY MUNICIPAL**
316 **ORDINANCE TO THE CONTRARY, EXPENDITURES MADE PURSUANT TO N.J.S.A. 55:13A-7.13 SHALL BE**
317 **DEEMED TO BE CAPITAL IMPROVEMENT COSTS, WHICH MAY BE PASSED ON TO THE TENANTS OF THE**
318 **MULTIPLE DWELLING.**
319

320 **37. MEGAN'S LAW STATEMENT:**
321 **UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO**
322 **PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR**
323 **PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE**
324 **COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR**
325 **YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER**
326 **INFORMATION AS MAY BE DISCLOSABLE TO YOU.**
327

328 **38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below, the Landlord and
329 Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the
330 brokerage firms involved in this transaction prior to the first showing of the Property.
331

332 **39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**
333 **A. _____ (name of firm)**
334 **AND _____ (name(s) of licensee(s))**
335 **AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS A (choose one)**
336 **_____ LANDLORD'S AGENT _____ TENANT'S AGENT _____ DISCLOSED DUAL AGENTS**
337 **_____ TRANSACTION BROKERS.**
338 **B. INFORMATION SUPPLIED BY _____ (name of other firm)**
339 **HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)**
340 **_____ LANDLORD'S AGENT ONLY _____ TENANT'S AGENT ONLY _____ DISCLOSED DUAL AGENT**
341 **_____ TRANSACTION BROKER.**
342

343 **40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT: (Applies to all Tenants with a rental term of**
344 **at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies**
345 **one.)** By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and
346 responsibilities of residential tenants and landlords in New Jersey".
347

348 **41. SMOKE DETECTOR AND CARBON MONOXIDE ALARMS:** The Certificate of Smoke Detector and Carbon
349 Monoxide Alarm Compliance (CSDCMAC), as required by law, shall be the responsibility of the Landlord. If such alarms are
350 battery operated, the Tenant shall be responsible for their maintenance.
351

352 **42. PRIVATE WELL TESTING: (This section is applicable if the Property's potable water supply is provided by a**
353 **private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the**
354 **"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
355 test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results,
356 the Landlord shall provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the
357 most recent test results to any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either
358 post the tests results in a readily visible location inside of the Property or provide a written copy thereof to the tenant. A
359 "seasonal use or rental" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person
360 having a permanent place of residence elsewhere. By signing below, Tenant acknowledges receipt of a written copy of the test
361 results, or in the case of a seasonal rental, if it has not received the test results, acknowledges the posting thereof inside of the
362 Property in accordance with the Act.
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364

365 **43. MEGAN'S LAW REGISTRY:** Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders
366 that may be accessed at www.njsp.org.
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368 **44. OTHER LEASE PROVISIONS, IF ANY:**
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392 **Witness:**

393 _____	_____	_____
394	Landlord	Date
395	_____	_____
396	Landlord	Date
397	_____	_____
398	Tenant	Date
399	_____	_____
400	Tenant	Date

Addendum to NJAR Form #125 Residential Lease Agreement:

1. Section 36 - Updated Window Guard Notification to comply with the recently amended New Jersey regulation. The new regulation amends the section which provides that a tenant may, in writing, request window guards not only for a unit in which a child or children 10 years of age and under resides but also now includes that a request for window guards may be made when a child or children 10 years of age and under are present for a substantial amount of time.

2. Section 41 - Fire Extinguisher Compliance

As of November 1, 2005 there is a new law in effect that requires that upon the sale, lease or transfer of a building with fewer than three units, each unit be equipped with at least one portable fire extinguisher. The law takes effect November 1, 2005. NJAR was able to secure an amendment to the legislation to exclude all seasonal rental units. The law further states that the extinguisher is to be provided at the expense of the seller, landlord or transferor of the property. The law defines portable fire extinguisher as "an operable portable device, carried and operated by hand, containing an extinguishing agent that can be expelled under pressure for the purpose of suppressing or extinguishing fire, and which is: (1) rated for residential use consisting of an ABC type; (2) no larger than a 10 pound rated extinguisher; and (3) mounted within 10 feet of the kitchen area, unless otherwise permitted by the enforcing agency."