



RENTAL LEASE



Standard Rental Agreement

THIS AGREEMENT _____ by and between Leonard Ginsberg/ Go Management herein called "Landlord" and _____, herein called "tenant". Landlord hereby agrees to rent to Tenant the real property located in the Township of Lakewood, County of Ocean, State of New Jersey, Zip 08701, described as follows: _____, on a _____ lease commencing on / / And Ending on / / per month as set forth in paragraph 1 below.

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Landlord rents the premises to Tenant on the following terms and condition:

1. Rent payment. Tenant agrees to pay Landlord as rent the sum of \$ _____ per month due and payable monthly in advance on the 1st day of each month. All money tendered will, at the discretion of the Landlord, be applied to amounts past due, even if the receipt states otherwise.

Rent amount will remain in effect for one year. This rental agreement is automatically renewed on a month to month basis if no notification was received prior to the renewal date of _____. The next rent increase is due on each year anniversary.

The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash, money order or certified check. Thereafter monthly rent payments may be paid by personal check until the first is dishonored and returned unpaid. This requirement is of the essence and no excuses will be accepted. Rent will be made payable to Empire Dime and sent by mail at Tenant's risk or drop off to:

Leonard Ginsberg
Go Management

Any rents lost in the mail will be treated as if unpaid until received by said Landlord.



Rent is due by the first (1) of each month. A late fee will be imposed if the Tenant's portion of the rent is five (5) or more days past due, for a monthly fee of \$50, this late fee is additional rent. Eviction process begins automatically without further notice at the discretion of the Landlord if more than ten (10) days past due. The post mark on the envelope will be the key factor in determining the late date. Prompt payment of rent is very important. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment.

If any part of rent is late, then all rent is considered late. There is no acceptable partial payment of rent. Tenant and Landlord hereby agree that rent is stated in this document has been adjusted to compensate for any coverage or return of prorated amount per NJS54:4-6.2 et seq. and NJAC 5:33-1.1, 3.1 et seq.

2. **Special provision for Seniors.** Tenant(s) are to inform the Landlord in writing if the premises will be occupied by any senior citizen, who is responsible for the rent payment, and receiving Social Security Old Age Pension, Railroad Retirement Pensions, or any other governmental pension in lieu of Social Security. These individuals are subsequently entitled to a five day grace period for payment when the rent is due of the first of the month. No delinquency or late charge will be made during this five day grace period. Name(s) of such senior citizens meeting this criteria are NONE.

3. **Bad-Checks Serving Charge.** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord (including insufficient funds), Tenant agrees to pay as additional rent the sum equal to **\$50.00**. If for any reason a check is returned or dishonored; all future rent payments will be made with a money order or bank check.

4. **Legal Obligation.** Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed they also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

a. **Credit Bureau.** The tenant understands that the landlord utilizes the services of two credit reporting agencies and County District Court. In the event of default or other legal action, the Landlord may notify the agencies and the County District Court.

5. **Security Deposit.** Pursuant to New Jersey Statutes annotated 46:8-43, Security Deposit Law, Tenant's security and damage deposit will be \$, , representing one month's rent. This security deposit is not to be considered monthly rent or "last month's rent", but is to cover tenant damages (aside from normal wear and tear) to the premises.

6. **Trust Account for Security.** Landlord will maintain (as required by Statute) Tenant's security and damage deposit in a trust account when security has been paid in full (see #5 above). Account will be held at the Bank Of America . The account will bear interest at the current rate as a time savings deposit. Interest on the Security belongs to the Tenant less one percent interest each year for the Landlord's administration expenses. According to most bank rules, the balance of interest earned on Tenant's security deposit will be capitalized, and credited directly to the principal balance in the account. Tenant hereby requests and accepts this arrangement. Tenant must fill out a w-9 form to open this account as per the rules of the bank. The security will be held in trust by the Landlord during the Term of this Rental Agreement. The Landlord may deduct any costs incurred for the Tenant's failure to comply with any provision in this Rental Agreement. If the costs exceed the Security, the Tenant will pay the additional amount to the Landlord, due and owing as additional rent. If the Landlord uses the Security during the Term, the Tenant will promptly pay the Landlord the amount used, due and owing as additional rent. The Security is not to be used by the Tenant for the payment of rent. Security deposit is not to be used as last month's rent.

7. **Return of Security.** Security will be returned to Tenant after Tenants have vacated the property, returned all keys, paid all utility bills, and supplied Landlord with a forwarding address. Landlord will inspect the premises thoroughly and assess any damages and /or needed repairs. Landlord will then: (a) turn over the Security and the Tenant's portion of the interest, less any deductions made under this Rental Agreement, and (b) provide a statement itemizing the interest and the deductions. This will be done by personal delivery, registered mail or certified mail. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. Once Landlord is satisfied that all conditions have been met, the security deposit will be returned.



Security will be refunded within 30 days of vacating premises.

8. Return of Premises. At the end of the term, the Tenant will (a) leave the Premises clean, (b) remove all of the Tenant's property, (c) repair all damage caused by moving, and (d) return the Premises to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear.

If the Tenant leaves any property in the Premises, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property. Landlord has right to store or dispose of any of Tenant's property remaining on the premises after the termination of this agreement. Any such property shall be considered Landlord's property and title shall vest in the Landlord.

- a. In the event it is necessary for the Landlord to clean any part of the premises, the minimum fee is \$100.00. If tenant takes an additional day to vacate premises, one full month's rent will be charged for that day. Property is not considered vacated until all copies of keys are returned to the management or owner.
- b. The property is accepted in its current state of cleanliness. Tenant agrees that the unit was delivered to them in a clean, "move-in" condition. It must be returned in the same condition. Any cost for cleaning and /or repair will be deducted from the security deposit.

9. Termination of Rental Agreement. Tenants will give at least 60 days notice in writing before they move. The 60 day notice must be made effective starting at the end of the Rent Agreement year. Tenant will be responsible for paying rent through the end of this notice period or until another tenant approved by the Landlord has moved in, whichever comes first. The Landlord is responsible for providing at least 30 days notice that the premises is required vacant.

If the Landlord's interest in the Building is transferred, the Landlord will (a) turn over the Security plus the Tenants' portion of the interest of the new Landlord and (b) notify the Tenant of the name address of the new Landlord. The Landlord will then no longer be liable to the tenant for the Security plus the Tenant's portion of the interest. The new Landlord becomes liable to the Tenant for the return of the Security plus the Tenant's portion of the interest in accordance with New Jersey Statute. In the event that the property is sold, Landlord has the right to terminate this agreement with proper notification, as provided for in this document.

10. Occupancy. Tenant will comply with all the rules and regulations of the Board of Health and City Ordinances applicable to the premises. Tenant will not use or permit to be used the premises or any part of the premises for any purpose other than that of a private dwelling premises for himself and his immediate family. Without Landlord's prior written permission, no other persons may live there, and no pets may stay there, even temporarily. There will be no pets allowed on the rented premises except as may be granted by Landlord, in writing.

a. Tenant will not use the Premises for any business, professional, unlawful or hazardous purpose. The Tenant must not allow the premises to be vacant for extended periods.

11. Use of Premises. The Tenant may not make any changes or additions to the Premises without the Landlord's written consent. This rule includes, but is not limited to:

No Alterations or Installation of Equipment.

Tenant may have cable TV installed in the premises but the Tenant is responsible for any repair costs caused by this service.

All changes or additions made without the Landlord's written consent will be removed by the Tenant on demand. All changes or additions made with the Landlord's written consent will become property of the Landlord when completed and paid for by the Tenant. They will remain as part of the Premises at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant will promptly pay all costs of any permitted changes and additions. The Tenant will not allow any mechanic's lien or other claim to be filed against the Building. If any lien of claim is filed against the Building, the Tenant will have it promptly removed.

Removal of Landlord's Property. If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

a. Appliances supplied with the premises are: four burner range, oven, Dishwasher, refrigerator, smoke detectors, carbon monoxide and fire extinguisher. These appliances are on the premises for convenience of the Tenant; the Landlord assumes no responsibility for their operation.



Tenant agrees to use appliances in such a manner as to prevent odors, smoke soot or fire from permeating the premises. Tenant and Landlord both recognize that the appliances are in good working order. Tenant agrees to maintain them in such condition and pay for any damage or repair needed to them.

12. Care of the Premises. Tenants will comply with the following rules for the safety and care of the Building and for the comfort of any other tenants, if applicable.

The Tenants will:

- (a) Not paint or alter their dwelling without first getting Landlord's written permission.
- (b) Allow Landlord to inspect the dwelling or show it to prospective buyers/tenants at any and all reasonable times.
- (c) Pay for all repairs, replacements, and damages caused by the act or neglect of the Tenant and the Tenant's family and domestic employees, including broken window. Tenant is responsible for all rental repairs and damages due to Tenant's negligence, lack of upkeep, or actions in violation with any provisions of this agreement. Landlord may, at Tenant's cost, make all needed repairs which Tenant is responsible for and such costs shall be payable by Tenant as additional rent. Non-payment will be grounds for eviction. Tenant will pay for any window glass breakage regardless of whose fault.
- (d) Promptly notify the Landlord of any condition, which needs repair.
- (e) Take good care of the Premises and also equipment and fixtures in it.
- (f) Keep the Premises, yards and any garbage areas clean and safe as possible. This includes sweeping debris, snow removal and cutting of grass around the grounds or within their appropriate areas. Tenants will share keeping hall and common areas clean. Tenant will keep yard picked up, such as, newspapers, flyers, ect., strewn about the front grounds.
- (g) Remove all refuse, ground surface hazards or unsanitary conditions from the exterior as well as the interior of the premises.
- (h) Remove daily from the Premises all garbage and debris and place in covered pails. Tenants will obtain and use their own trash can supplied by the municipality and pay any required deposits. Tenant is responsible for putting out their trash can for pick-up on applicable days (and return of can to its designated place after pick-up). Tenant will abide by municipal regulations for recycling. Garbage cans will be put curbside on pickup day only.
- (i) Do nothing to cause a cancellation or and increase in the cost of Landlord's fire or liability insurance.
- (j) Use no more electricity than the wiring to the Premises or feeders to the building can safely carry.
- (k) Do nothing to destroy, deface, damage, or remove any part of the premises, Building or grounds. Nothing may be thrown out of windows. No one will air dry, or shake rugs, blankets or clothing out of windows.
- (l) Keep nothing in the premise, which is inflammable, dangerous or might increase the danger of fire or other casualty. There shall be no supplemental heaters used on the premises, including but not limited to kerosene, coal or electric heater.
- (m) Do nothing to destroy the peace and quiet of other tenants, or persons in the neighborhood. To keep from making loud noises and disturbances and to play and broadcast programs at all times so as not to disturb other people's peace and quiet,
- (n) Not keep any liquid filled furniture in this dwelling. No waterbeds.
- (o) Not throw sweepings, rubbish, rags or other objects into the plumbing fixtures.
- (p) Make sure cooking is done in kitchen only.



(q) Not obstruct the sidewalks, driveways, entrances, halls, stairs or any other public areas of the Building and grounds.

(r) The Tenant shall be responsible for the control of bugs, insects, and other pests in their living quarters. The control of termites shall be the responsibility of the Landlord.

(s) During cold weather, Tenant agrees to maintain heat in the building at a level so as to prevent freezing of the water pipes. Tenant assumes cost and responsibility for water pipelines that are damaged due to freezing.

During the heating season, if applicable, Tenant will change the furnace filter monthly. Doing such will provide cleaner air transfer and economize fuel usage. Tenant will pay for all repairs to the heating system if he did not do so.

(t) Unless Tenant is paying for water usage, as specified elsewhere in this Agreement, Tenant agrees not to have pools, or other outdoor recreational water devices and/or washing machine.

13. Repairs \$100 or Less. Tenant will pay for all repairs, replacements & damages that individually can be repaired and/or replaced by hiring anyone for \$100.00 or less.

14. Lock Policy. Locks may not be changed or new locks put on any door without written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenants expense, before they are installed. If Tenant changes locks without the written permission of the Landlord, tenant will be responsible for the cost of a Locksmith's services. There will be a minimum of \$100.00 charged. These costs will be due and owing as additional rent.

All keys must be returned to the Landlord at the end of the term. In the event that the keys are not returned to the Landlord, there will be a **\$75.00** fee assessed to the Tenant. This fee will be additional rent. Doors must be closed and locked at all times.

(a) It is recommended that tenant make an extra key(s) and give a set to a trusted neighbor or relative. If not, tenant will be responsible to pay a Locksmith if locked out.

15. Maintenance. Any calls are to be made to **908.907.8378** between 9:00 AM – 5:00 PM, Monday to Friday only. If you would like a response, leave a complete message on the voice mail with your name, the address you are having a problem with and details about the problem. For any emergencies call anytime.

(a) The plumbing system is in good working order and drainage/sewer system is operating properly. The Tenant agrees to correct any stopping or clog of the plumbing, regardless of who is at fault, at his own expense. Landlord is not liable for any inconvenience or harm caused by any stoppage.

(b) Tenant shall not call in outside help that Tenet expects Landlord to reimburse for without Landlord's prior written permission.

(c) Any expenses incurred by the Landlord that is the Tenant's responsibility will be additional rent due immediately.

16. Fire and other Casualty. Tenant will notify the Landlord at once of any fire or other casualty in the Premises. Tenant is not required to pay Rent when the Premises is unusable. If the Tenant uses part of the premises for living purposes, the Tenant must pay rent pro-rate for the usable part. If the premise is partially damaged by fire or other casualty the Landlord will repair it within a reasonable time. This included the damage to the Premises and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

This Rental Agreement will end if the premises are totally destroyed. The Tenant will pay rent to the date of destruction. In addition, this ends any and all obligation of the Landlord, except for the security deposit. Tenant will need to find and pay for their own living arrangements if the premises are not habitable as addressed in this section. If the fire or other casualty is caused by the act or neglect of the Tenant, Tenant's family, guests or domestic employees, the Tenant will pay for all repairs and damages.



17. Vehicle policy. Parking in assigned spaces only. Tenants agree never to park or store a motor home, camper, trailer, or any sort of recreational vehicle on the premises and to park automobile(s), license number, make/ model only on the designated areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the property. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked in undesignated areas may be towed and stored at tenant's expense.

Tenant will keep the parking space clean of oil drippings. Tenant agrees not to repair their motor vehicle on the premises if such repairs will take longer than a single day.

18. No Assignment or Subletting. Tenant may not do any of the following without the Landlord's written consent:

- (a) assign the Rental Agreement,
- (b) Sublet all or any part of the Premises or
- (c) permit any other person to use the Premises except as a temporary guest. Covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

19. Mortgage Subordination. This Rental Agreement and Tenant's rights are subject to present and future mortgages which includes the living quarters and grounds.

20. Tenant Insurance. Landlord will not be liable for any loss of Tenant's property. No rights of storage are given by this agreement. Tenant hereby acknowledges this point and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase, at their own expense, insurance sufficient to protect themselves and property from fire, theft, burglary, breakage, electrical connections, and liability claims. They acknowledge that if they fail to procure such insurance, it will be considered a violation of this Lease and the Landlord may obtain this insurance with premium becoming additional rent that is due immediately.

21. Liability. The Landlord is not liable for loss, injury, or damage to any person 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 employees.

Tenant(s) acknowledge that they have been informed of the Federal crime insurance available.
Tenant(s) acknowledge receipt of a copy of Truth in Renting and Landlord Registration Statement.

22. Tickets. Tenant will comply with all statutes and/or ordinances. Any fines and/or costs assessed to the Landlord due to the actions of the Tenant or for any violation of this Lease by the Tenant will be the responsibility of the Tenant and will be additional rent due immediately. Tenant will pay Landlord \$150.00 for each time Landlord will have to attend court for the above violation(s), as additional rent.

23. Eviction. The landlord reserves a right of re-entry, which allows the Landlord to end this Rental Agreement and re-enter the Premises if the Tenant violates any portion in this Rental Agreement. This is done by eviction. Eviction is a court procedure to remove a tenant. The Landlord may evict the Tenant for any one of the other grounds of good cause provided by law. Eviction is started by filing of a complaint in court and the service of a summons on a tenant to appear in court. After a court order of eviction and compliance with the warrant of removal, the Landlord may re-enter and take back possession of the premises. If the cause for eviction is nonpayment of Rent, Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

Tenant is to pay all costs associated with an eviction such as the court cost of filing for the action and in addition, a filing/admin. Charge to process and carry through each phase of the eviction. There will be a minimum of \$200.00 fee if eviction is initiated. All costs and fees are determined at the sole discretion of the Landlord. These costs/fees are additional rent due immediately.

Violation of any part of this agreement of non payment of rent when due will be cause for eviction under appropriate section of the applicable New Jersey State Law. Tenant is liable for damages caused by the Tenant's violation of any agreement in this Rental Agreement, although the Tenant will not recover attorney's fees involved from Landlord. Furthermore, Tenant will also pay (a) all reasonable expenses incurred by the Landlord



in preparing the Premises for re-entering, and (b) commissions paid to a broker for finding a new tenant, (c) loss of rental income. These amounts are all due and owing as additional rent. If Landlord sues for amounts due, all interest accrued (both pre and post judgment) will also be due and payable, as additional rent.

24. Utilities. Utilities include –electric, gas, and water and sewer- TENANT is responsible for all utilities. Tenant will pay for all utilities listed. Tenant will reimburse Landlord, due and payable as additional rent, for any utility payments Landlord must make in favor of the Tenant.

25. Smoke Alarm. Tenant acknowledges installation of smoke alarms in the premises, that Landlord tested them in their presence and that they work. Furthermore, Tenant agrees to check the operation of the smoke alarms at least monthly and replace the batteries if necessary. Also, Tenant acknowledges installation of a CO alarm.

26. Inconvenience. The Landlord is not liable for any inconvenience, interruption or harm caused by any stoppage or reduction of services due to improvement, repair or for any reason beyond the Landlord's control. This does not excuse the Tenant from paying Rent or the Landlord from promptly taking corrective action, according to terms of this agreement.

27. Inspection. The management reserves the right to inspect this rental property each month; twenty four (24) hours notice will be given. The purpose of such access to: (a) inspect the premises is for the purpose of general cleanliness, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to possible buyers, mortgage lenders, contractors and insurers.

The Landlord may enter the premises at any time without notice to the Tenant in case of emergency. Any requested maintenance will be deemed to be an emergency.

The Landlord may show the premises to rental applicants at reasonable hours on notice to the Tenant after Tenant has informed Landlord he will be vacating the premises.

28. Phone. The Tenants agree to get a phone installed in the premises as soon as possible after moving. The Landlord will be given the phone number within two working days of installation and will be notified within two working days of any other changes in the phone number. Landlord is not to be held responsible for any phone lines. All phone lines are the sole responsibility of the tenant.

29. Tenant's Letter. At the request of the Landlord, the Tenant will sign a letter stating that (a) this Rental Agreement has not been amended and is in effect, (b) the Landlord has fully performed all the Landlord's agreements in the Rental Agreement, (c) the Tenant has no rights to the Premises and Building, except as stated in this Rental Agreement. (d) The Tenant has paid all Rent to date. (e) the Tenant has not paid Rent for more than 1 month in advance, and (f) Security and damage deposit held by Landlord equals 1.5 times monthly rent or another so stated amount. The letter will also list all the property attached to the Premises, which is owned by the Tenant.

30. Validity of Rental Agreement Provisions. Any provisions set forth in this Rental Agreement which is contrary to appropriate New Jersey State statutes landlord and tenant relations will be treated by Landlord and Tenant(s) as void and as if it were not set forth herein, but all other provisions of the Rental Agreement will remain in full force and effect. The Landlord's failure to enforce any provisions in this Rental agreement will not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

31. Giving of Notice. All notices given under this Rental Agreement must be in writing. Each party must accept and claim the notices given by the offer. Unless otherwise provided by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices will be addressed to the Landlord at the address written at the beginning of the Rental Agreement and to the Tenant at the Premises.

32. Occupancy Statement. Tenant acknowledges the following:

a. Said Tenant know the maximum occupancy permitted for the premises or unit which he rents at the date of occupancy is **6 people**.



b. The number of persons to actually occupy the said premises or unit is ____.

c. Occupancy of said premises or unit shall at no time be in violation of the maximum occupancy requirements as clearly stated in this affidavit.

d. Said Tenant know the maximum occupancy permitted for the premises or unit which Tenant rents at date of occupancy is limited to Tenant or Tenants at their children. If any, or as indicated by Federal, State, City or Township laws. The number of persons to actually occupy said premises or unit is as above.

33. Emergency Contact Information:

Name: Address:

Primary Phone: Alternate Phone: Relationship:

34. Other Provisions:

Full agreement. The Tenant hereby acknowledges that they have read this Rental Agreement, understand it, agree to it, and have been given a copy. The Rental Agreement may not be changed except by the Landlord and the Tenant:

35.

Please list everyone whom will be living this house:

Name Age

Name	Age
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Tenant

Manager

Statement of Inspection & Satisfaction

Initial



The undersigned hereby certifies that he/she has thoroughly inspected the rental premises and that they are in satisfactory condition.
In the event that he/she finds something wrong, he/she will notify the Landlord, in writing by certified mail return receipt requested, within five (5) days from the inception of the lease.

X _____ **date** _____