NEW JERSEY MONTH-TO-MONTH LEASE AGREEMENT

Written in accordance with NJ §§ 46:8-1 – 46:8-50 "Landlord and Tenant"

Date: _____

This New Jersey Month-to-Month Lease Agreement between______, Landlord(s), and ______, Tenant(s), for a dwelling located at ______(Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$_____ per month, payable in advance on the _____ day of the calendar month.

The first month's rent for this dwelling is \$_____.

The security/cleaning deposit on this dwelling is \$_____. It is refundable if Tenant(s) leave the dwelling reasonably clean and undamaged.

Tenant(s) will give _____ days' notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Landlord(s) has moved in, whichever comes first.

Landlord(s) will refund all deposits due within _____ days after Tenants has/have moved out completely and returned the keys.

Only the following persons and pets are to live in this dwelling:

Without Landlords' prior written permission, no other persons may live in the dwelling and no other pets may stay in the dwelling, even temporarily, nor may the dwelling be sublet or used for business purposes.

TENANTS AGREE TO THE FOLLOWING:

- 1) To accept the dwelling "as is," having already inspected it.
- 2) To keep yards and garbage areas clean.
- 3) To keep from making loud noises, disturbances, and the playing of music and broadcast programs at all times to maintain other tenant's right peace and quiet.
- 4) Not to paint the interior or exterior of the dwelling without first getting the Landlord(s) written permission.
- 5) To park motor vehicles in the assigned space and to keep that space clean of oil drippings and grease.
- 6) Not to repair motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than one (1) day.
- 7) To allow Landlord(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) Not to keep any liquid-filled furniture in the dwelling.
- 9) To pay rent by check or money order made out to the Landlord(s) (returned checks will have applicable late payment fees of \$_____).
- **10)** To pay for repairs of all damage the Tenant(s) or their guests have caused.
- **11)** To pay for any broken windows in the dwelling.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable NJ code sections. The prevailing party (_____ shall / ____ shall not) recover reasonable legal service fees involved.

DISCLOSURES:

Lead Disclosure. For homes built before 1978, Federal Law requires owners give the tenant a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

Domestic Violence. Per § 1-21-1303, Landlords cannot terminate this month-tomonth lease based upon either the tenant or a tenant's family member being a victim of domestic assault or sexual violence.

<u>Flood Zone Notification (§§ 46:8-50)</u>: The owner is required to notify each tenant if the rental property is located inside a flood zone.

Minimum Temperature (§§ 5:10-14.4(a)): From October 1 to May 1, the unit of dwelling space and every habitable room therein shall be maintained at a temperature of at least sixty-eight (68) degrees Fahrenheit between the hours of 6:00 A8.M. and 11:00 P.M. and at least sixty-five (65) degrees Fahrenheit between the hours of 11:00 P.M. and 6:00 A.M.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Landlord:_____Tenant: _____

Landlord:_____Tenant: _____