

LEASE

This Lease is made on _____, 2020

BETWEEN the Tenant, _____, whose address is 137 Gould Avenue, North Caldwell, New Jersey 07006, referred to as "Tenant",

AND the Landlord, **BOROUGH OF NORTH CALDWELL**, whose address is 141 Gould Avenue, Borough Hall, North Caldwell, New Jersey 07006, referred to as "Landlord".

The word "Tenant" means each Tenant named above.

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant, the House located at **137 Gould Avenue, North Caldwell, New Jersey** referred to as the "House".

2. **Term.** The term of this Lease is for **two (2) years** starting on _____ and ending on _____. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the House at the start of this Lease. However, rent will only be charged from the date on which possession is made available and if the Landlord cannot give possession within thirty (30) days, the Tenant may cancel this Lease.

3. **Rent.** The Tenant agrees to pay \$_____ as rent, to be paid as follows: \$_____ per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of **\$25.00** as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of **\$25.00** as additional rent for any dishonored check.

4. **Security Deposit.** The Tenant has deposited \$_____, **representing the amount of one month rental** with the Landlord as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy, and demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord shall transfer the

deposit to the new owners for the Tenant's benefit and notify the Tenant. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et. seq.). This includes depositing the security deposit in an interest-bearing account, and notifying the Tenant, in writing of the name and address of the bank and account number. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

5. **Use of Property.** The Tenant may use the House only as a private residence. The Tenant will not keep anything in the House that is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. No dogs, cats, or other animals are allowed in this House without the Landlord's prior written consent.

6. **Utilities.** The Landlord will not pay for any utilities. The Tenant will pay directly to the provider for any and all utilities as well as snow removal and lawn maintenance.

7. **Eviction.** The Tenant may be evicted if the Tenant does not pay the rent when it is due, or does not comply with all the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to any eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the House. Rent received from any new tenant will reduce the amount owed the Landlord.

8. **Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

9. **Lead Paint Lease Disclosure.** The Landlord, Tenant and Agent (if any), have signed the "Disclosure to Tenants" form for lease of residential property that is for more than 99 days and the housing was built before 1978. For all such above leases the tenant has also been provided with a copy of the EPA pamphlet "Protect Your Family From Lead In Your Home" 42 U.S.C. 4852d; 61 FR 90 64.

10. **Care of the House.** The tenant has examined the House including the living quarters, all facilities, furniture and

appliances, and the grounds upon which the House is located, and is satisfied with its present physical condition. The Tenant agrees to maintain the House and property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Tenant will remove all the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the House. Alterations, additions and improvements become the Landlord's property.

11. **Repairs by Landlord.** If the House is damaged or needs repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. If the Tenant must leave the House because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the House is repaired. If the House is destroyed, this Lease will end and the Tenant will pay rent up to the date of destruction. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control. The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the House without the Landlord's prior written consent.

12. **Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this House.

13. **No Waiver Assignment or Sublease.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease. The Tenant may not sublease the House or assign this Lease without the Landlord's prior written consent.

14. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the House to provide services, inspect, repair, improve or show it. Tenant must notify Landlord if Tenant will be away for 10 days or more. In case of emergency or Tenant's absence, the Landlord may enter the House without Tenant's consent.

15. **Quiet Enjoyment.** The Tenant may live in and use the House without interference subject to this Lease.

16. **Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises that include the House. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

17. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.

18. **Renewals and Changes in Lease.** The Landlord, in its sole discretion, may offer the Tenant a new Lease to take effect at the end of this Lease. The new Lease may include reasonable changes as well as an increase in rent. The Tenant will be notified of any proposed new Lease at least sixty (60) days before the end of the present Lease. If no changes are made, the Tenant may continue to rent the House on a month-to-month basis (with the rest of the Lease remaining the same). In either case the Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least thirty (30) days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new Lease.

19. **Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord's Agent.

20. **Rules.** The Tenant will comply with all reasonable rules established by the Landlord. The Tenant will likewise be responsible for the acts of the Tenant's household members and visitors.

21. **Validity of Lease.** If a clause or provision of the Lease is legally invalid, the rest of this Lease remains in effect. If the lease itself is deemed invalid, the lease shall end and the tenant shall only be responsible for rent during the period it occupies the House. In the event the entirety of the lease is deemed invalid, the Landlord shall not be liable to the tenant for payment of damages, costs or fees of any kind or nature.

22. **Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both Tenant and Landlord. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.

23. **Landlord Inspection and Access of Premises.** The Landlord or Landlord's representatives shall have the right, upon reasonable notice to the Tenant, at any time between the hours of 9:00 a.m. and 5:00 p.m. to: (a) inspect the premises to determine that they are being maintained in good condition and that the tenant has not caused any damage; (b) to supply necessary services; and (c) to show the premises to prospective Tenants or buyers, mortgage lenders, contractors or insurers.

In the event that the Landlord determines that there has been damage in violation of the terms of this Lease, the Tenant shall make the necessary repairs to said damage or condition within ten (10) days of receiving written notice from the Landlord. If Tenant does not effectuate said repairs and return the property to good condition as required by this Lease, the Landlord may evict the Tenant.

24. **Insurance.** Tenant shall insure the contents of the premises and bears the risk of loss for any damage to personal property and the Tenants belongings.

25. **No Waiver by Landlord.** The Landlord does not give up any rights by accepting the rent or by failing to enforce any terms of this Lease.

26. **No Assignment or Sublease.** The Tenant may not sublease the premises or assign this Lease without the Landlord's prior written consent.

27. **Violation, Eviction and Re-entry.** The Landlord reserves a right of re-entry which allows the Landlord to end this Lease and re-enter the premises if the Tenant violates any agreement in this Lease.

28. **Hazardous Use.** The Tenant will not keep anything in the property which is dangerous, flammable, explosive, or might increase the danger of fire or other hazard.

29. **Interruption of Service.** The Landlord is not responsible for any inconvenience or interruption of services

due to repairs, improvements, or for any other reason beyond the Landlord's control.

30. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officer's sign and its corporate seal is affixed.

Attested by:

BOROUGH OF NORTH CALDWELL

Kevin O'Sullivan, Borough Administrator

Joseph H. Alessi, Mayor

Witnessed by:

Signature - Witness

Signature - Tenant

Printed Name - Witness

Printed Name - Tenant