



Castle Management Group

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made and entered into on date by and between Landlord c/o **Castle Management Group**, hereinafter referred to as "Landlord"; and **Tenant**, hereinafter referred to as "Tenant";

1. PROPERTY: Landlord leases to the Tenant that certain residence described as:

Property address

2. TERM: The term of this lease shall be for a period of twelve (12) months, commencing , and ending .

3. RENTAL: Tenant shall pay unto the Property Management Company the sum of \$ on the **first(1st)** day of each month during the term of this lease, said sums being delivered to Property Management Company at the address so designated by Property Management Company. The first payment of rent and any security deposit is due upon the signing of this Lease by Tenant. The Tenant must pay a late charge of \$25.00 a day as additional rent for each payment that is more than 5 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. Rent is to be sent to **Castle Management Group, P.O. Box 112, Metuchen, NJ 08840**. **The Property Management Company is Castle Management Group.**

4. SECURITY: Tenant has deposited with the Landlord the sum of \$ as security for the full and faithful performance by the Tenant of all terms and covenants contained herein. 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. All appliances included in property (stove, refrigerator, dishwasher, washer/dryer) are the property of the Landlord. Any damages or removal of stated appliances are subject to security deposit loss and considered theft. Security deposit loss all includes all light fixtures (fans, overhead lights, bathroom lights, outdoor lights, etc.).

5. USE: The property shall be occupied by Tenant and family, consisting of # **adults** # **children**. Tenant agrees to use the property for residential purposes only. **No Pets** shall be permitted upon the subject property.

6. UTILITIES: Tenant will be responsible for arranging for and paying for all utility services required on the premises except for the water, sewer and garbage removal. **If the water bill exceeds 100 dollars in a billing cycle then the excess will be billed and due with the next rent payment.**

7. CARE OF THE HOUSE: The Tenant has examined the property, including the living quarters, all facilities, furniture and appliances, and the grounds upon which the property is located, and is satisfied with its present physical condition. The Tenant agrees to maintain the 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 property. Alterations, additions and improvements become the Landlord's property. Appliances includes washer/dryer, stove, refrigerator, dishwasher.

8. REPAIRS BY LANDLORD: If the property 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 property because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the property is repaired. If the property is destroyed, this Lease will end and the Tenant will pay rent up to the day 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 TV, radio antenna or satellite dish) in or out of the windows or exteriors of the property without the Landlord's prior written consent. **TENANT IS RESPONSIBLE FOR ANY REPAIR FOR \$50 or LESS.**

9. CONDEMNATION: Should the subject property, or part thereof, be taken by the exercise of condemnation, eminent domain or other governmental action, this lease shall terminate.

10. QUIET ENJOYMENT: The Tenant may live in and use the property without interference subject to this lease.

11. TENANT'S OBLIGATIONS:

- a. Maintain the subject property in the same condition as when leased, excepting only the reasonable use of said property.
- b. Comply with all applicable housing, building and health codes.
- c. Keep the property clean and sanitary.
- d. Keep all plumbing fixtures in repair, including clogs.
- e. Remove all garbage from the property.
- f. Use the facilities and appliances in a reasonable manner.
- g. Refrain from damaging Landlord's property.
- h. Conduct himself, and others on the property with his consent, in a reasonable manner.
- i. Provide Landlord with a key and access to the property, if lock is changed by tenant.

12. LANDLORD'S OBLIGATION:

- a. Comply with all applicable housing, building and health codes.
- b. Maintain all basic structural and service components of the property so that same are capable of resisting normal forces and loads.

13. LIABILITY: Tenant accepts the condition of the subject property, waiving inspection of same by Landlord, and repair of defects, if any. Tenant further agrees to indemnify Landlord against any loss or liability arising out of Tenant's use of the property, including those using the property with Tenant's consent. However, such indemnification shall only be applicable to the extent that Landlord's loss is not covered by insurance proceeds.

14. ASSIGNMENT: Tenant may not make an assignment of this lease, nor sublet any part of the subject property, without prior written consent, which consent shall not be unreasonably refused by Landlord.

15. ENTRY BY LANDLORD: Upon reasonable notice, the Landlord may enter the property to provide the services, inspect, repair, improve or show it. Tenant must notify Landlord if Tenant is going to be away for 10 days or more. In case of emergency or Tenant's absence, the Landlord may enter the Tenant's house without consent.

16. DEFAULT: In the event of a default, by either party, of any of the terms herein contained, the non-defaulting party shall be entitled to all remedies under law, reasonable attorney's fees and court costs. Should it become necessary for Landlord to apply any part of the security to correct a default, Tenant agrees to restore the security to its original amount.

17. 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 the 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 property. Rent received from any new tenant will reduce the amount owed the Landlord.

18. PERSONAL PROPERTY: Tenant shall be responsible for insuring his own personal property. Any personal property placed upon the subject property shall be at the sole risk of Tenant. Any property of Tenant remaining upon the leased premises after the termination of this lease shall be presumed abandoned, and may be disposed of by Landlord.

19. FURNISHED PROPERTY: If the subject premises are rented furnished, Tenant acknowledges receipt of inventoried furnishings in good condition. A copy of said inventory shall be attached hereto.

20. HOUSE: If the subject property is a house or townhouse, then Tenant shall be responsible for waste removal, exterminating service, yard and pool maintenance.

21. ALTERATIONS AND IMPROVEMENTS: Tenant shall make no alterations to the subject property without Landlord's prior written consent. Any improvements made by Tenant shall become the property of Landlord at the conclusion of the lease.

22. RENEWALS AND CHANGES IN LEASE: The Landlord may offer the Tenant a new Lease to take effect at the end of the Lease. The new Lease may include reasonable changes. The Tenant will be notified of any proposed new Lease at least thirty (30) days before the end of the present Lease. If no changes are made, the Tenant may continue to rent the property 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.

23. WAIVER AND SEPARABILITY: The waiver of any one breach of any provisions in this lease shall not be considered a waiver of that or any other provision herein. Should any portion of this lease be adjudged invalid, such invalidation shall not operate to invalidate the remaining provisions hereof.

24. BINDING EFFECT: This agreement shall be binding upon the parties hereto, their heirs, successors, assigns and legal representatives.

25. ENTIRE AGREEMENT: This lease constitutes the entire agreement between the parties, and may not be modified, unless in writing and executed by the parties.

26. OTHER TERMS: N/A.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Lease Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDLORD:

TENANT:

