

**PICATINNY ARSENAL HOUSING LEASE
MILITARY RESIDENT**

This Lease, made this ____ day of _____, 20__, by and between CARLISLE - PICATINNY FAMILY HOUSING, LLC (hereinafter "Landlord"), and Resident's name (hereinafter "Resident") 000-00-0000 (SSN).

1. **TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Lease for a term beginning on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__. After the initial term, the lease will convert to month to month and continue until either party gives proper notice to the other.

2. **RENT:** The monthly rental rate shall equal the Basic Allowance for Housing "with dependent" rate (BAH), for the senior service member resident at the Premises. Resident certifies to Landlord that he or she is the senior service member resident at the Premises and Resident agrees that, if any other resident of the Premises becomes the senior service member resident at the Premises, he or she will cause such senior service member to sign this Lease (or its equivalent in use at such time) and become the "Resident" under this Lease. Rent will be increased/decreased when increases/reductions occur to the BAH of the Resident, and the Resident shall notify the Landlord of any increase or decreases in the BAH of the Resident other than general increases or decreases effecting all members of the applicable service branch. Payment will be made through an allotment or electronic transfer from the Residents pay account to the Landlord. Payment is due on the first day of the month for the previous month's rent (payment in arrears).

For Residents who are Army, Navy or Air Force service members, by signing this Lease, authorization is given by the Resident to the Landlord to automatically initiate, maintain and stop an allotment or equal to the BAH payable to the Landlord. Residents who are Marine, Coast Guard or Reserve service members will sign a copy of DD Form 2558 Authorization to automatically Start, Stop or change an allotment or sign an electronic payment form to equal the BAH due to change in Rank, change in dependency status, periodic increases or other reasons. In either case, such allotments or electronic payments shall be made effective the first full month after effective occupancy date. Any prorating prior to the allotment or electronic payments taking effect shall be paid by check or money order on the date of effectiveness of this Lease.

3. **INSPECTION OF PREMISES PRIOR TO OCCUPANCY:** Resident and Landlord agree that prior to beginning of occupancy; they will conduct a joint examination of the Premises. The Resident hereby agrees that, except as identified in the Move In/Out Checklist completed in connection with such inspection, the premises were rented to the Resident in good order and repair, and that the Premises was in a safe, clean and habitable condition. The Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and for damages to the Premises that were not identified on the Move In/Out Check list.

4. **LATE PAYMENT AND RETURNED CHECKS:** Payments for rent not received by the Landlord on or before the due date are late and constitute a default under this Lease. If any installment of rent is not received by the Landlord within five (5) days from the due date, the

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Resident agrees to pay an administrative return check charge of \$35.00. The Resident also agrees to pay the Landlord an additional charge of \$35.00 return check fee for any check that is returned unpaid. The administrative late fees will also be assessed if such rent installment is not received when due. The Landlord has the right to require that all payments that are not paid by allotment, electronic transfer or delinquent be made by certified check or money order. The Resident shall not be in default of any provision of this Lease by reason of failure to receive a BAH payment due to an error or delay by the finance and accounting service of the Resident's service branch if the default is cured within 30 days and documentation is received by the landlord of said failure, error or delay.

5. EARLY TERMINATION: Notwithstanding the initial 12 months term of the Lease, the Resident may terminate this Lease during initial term with 30 days prior notice if the Resident:

- a) Experiences a change in marital or dependents status that effects eligibility; or
- b) Has received permanent change of station orders (PCS orders much be submitted); or
- c) Has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more radius from the location of the Premises; or
- d) Is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or
- e) Dies or his/her spouse dies or the Resident is declared missing-in-action. The spouse, next of kin or Personal Representative/Executor of the decedent's estate may exercise an early termination of this Lease.

Should Resident or dependants or next of kin or personal representative/executor choose to terminate this Lease early in accordance with the above provisions, rent is still due and payable in the amount of the BAH in accordance with this Lease until the premises is permanently surrendered to the Landlord.

If the Resident seeks early termination of this Lease the Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state the effective date for the termination which shall not be less than thirty days after the date the Landlord's receipt of the notice except when an earlier termination date is necessary to comply with military orders. The final month's rent owed by the Resident shall be prorated based on the number of days in the calendar month prior to the effective date of the termination and shall be payable at such time as would have otherwise been required by the terms of this Lease.

If Resident vacates without notice Resident will be subject to a termination fee equal to one month's rent and a cancellation fee of \$250.00. All damages and fees will be due upon vacating. Should Resident not pay all charges Landlord will attempt to collect monies due by whatever means necessary.

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6. **NUMBER OF OCCUPANTS:** The Resident agrees that the Premises shall be occupied by the Resident's immediate family consisting of ___ occupants plus any children born after move-in, any adopted children and ___ additional occupants whose residency at the facility on which the Premises is located has been approved by the Landlord with notification to the Residential Communities Office ("RCO"). Guests staying longer than 2 weeks must register with the RCO and are subject to all rules and regulations set forth in the Resident Handbook. Guests may not reside in the Resident's housing Premises in excess of 30 days during any 365-day period without expressed written permission for exception being granted by the Landlord.
7. **KEYS AND LOCKS:** The Resident hereby acknowledges receipt of ___ keys and _____ garage door openers for the Premises. Locks may not be changed or added without the written permission of the Landlord. If permission is granted, the Resident shall promptly furnish the Landlord with a key to each lock, without charge to the Landlord, and the lock shall remain when Resident vacates Premises. Residents will be charged a replacement fee of \$50.00 for each lost key and \$35.00 for each lost or damaged garage door opener and due at time of loss discovery prior to move out. All keys and garage door openers shall be turned in to the Landlord by the earlier of (i) twenty-four (24) hours after vacating the Premises or (ii) the move-out inspection.
8. **ASSIGNMENT AND SUBLETTING:** The Resident shall neither assign this Lease or sublet the Premises nor grant any concession or license to use the Premises or part thereof. Any assignment, concession of license without the prior written consent of the Landlord shall constitute a breach of this Lease by the Resident and subject the Resident to eviction and/or claims by the Landlord for monetary damages.
9. **USE AND QUIET ENJOYMENT:**
 - a. The Resident will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance in violation with the Resident Handbook.
 - b. Resident may use the dwelling for *Family Child Care* but providers must conform to Army Reg. 608-10 and obtain specific approval from Child Development Services and the Landlord. Resident must obtain R.I.M.P. insurance and provide a Certificate of Insurance to be placed in the Resident's file. Resident must also sign an agreement to hold harmless Balfour Beatty Communities, its shareholders, officers, employees and agents, from any claims, demands, or suits arising out of, or related to, actions of the operation of a *Family Child Care* service. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of a Family Child Care service. Should the Family Child Care Provider cease to be certified under the Army Reg. 608-10 they must notify the Property Management office immediately and may no longer care for children in the home.
 - c. Residents may, with written permission of the Landlord, which permission shall not be unreasonable withheld, conduct a *Residential Business* on the Premises of a type permitted by the Landlord and in compliance with Army Reg. 210-7. Landlord's

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granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business. No advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions shall be made to accommodate Resident's business. Resident shall be responsible for obtaining the necessary permission and/or licenses and will indemnify, save and hold harmless Landlord for any failures to obtain the necessary permissions and licenses and for any damages to third parties arising from the conduct of Resident's business.

10. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- a. The Resident shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced.
- b. The Resident shall not: permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- c. The Resident shall not keep or have on the Premises any article, liquids, chemicals or things of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, or might be considered hazardous or extra hazardous by post, state or county fire-safety officials and under the provisions of an insurance company policy. Should the Resident maintain said hazardous materials on the Premises, that cause injury or damage, the Resident shall be financially responsible for said injury and/or damages.
- d. If the Resident does not comply with the restrictions in this paragraph 10 regarding prohibited activities and illegal substances and materials, the Landlord will have the right, at its discretion, to immediately terminate this Lease as may be allowed by applicable law.

11. **ANIMALS:** The Resident shall be permitted to keep two pets per family. Fish tanks and bird cages count as one pet. Farm animals, exotic animals, and certain restricted dog breeds are prohibited. The Resident shall bear all legal and financial responsibilities for any injuries or damages caused by the animals and shall comply with the provisions of the Resident Handbook.

12. **CABLE, SATELLITE AND OTHER TELEVISION OR OTHER TELECOMMUNICATIONS:** The Resident shall refer to the Resident Handbook for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.

13. **UTILITIES:** Utility Charges are as follows: Landlord is responsible for electric, water, sewer, gas, garbage collection, and recycle collection. Resident is responsible for telephone, cable TV, high speed internet. There shall be no change in the Resident's or Landlord's responsibilities for payment of said utilities pursuant to this Lease without the Landlord providing the tenant at Least 3 months prior written notice or notice at time of Lease signing.

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The Resident acknowledges that the Resident will be personally responsible for the payment of some or all utilities servicing the Premises and an appropriate adjustment will be made to the amount of the BAH payment received for a utility allowance. The Resident will be responsible for utility costs that are in excess of such utility allowance.

14. **REPAIRS:** Residents shall make no repairs to the Premises or fixtures located within the Premises without the prior written approval of the Landlord. The Resident shall immediately notify the Landlord of any damages to the Premises.
15. **ALTERATIONS AND FIXTURES:** The Resident shall make no alterations to the Premises or adjacent areas, incur any debt or make any charges against the Landlord, or create any lien upon the Premises for any work done or material furnished. Any fixtures installed by the Resident shall be at the Resident's expense and must have prior written consent; shall be affixed in a manner that will not damage or alter the building or adjacent areas and shall be removed at the expiration of this Lease. The Landlord may treat the same as abandoned and charge the Resident the cost paid for removal of the property or fixture and repair to the Premises.
16. **ACCESS DURING OCCUPANCY:** The Resident will allow the Landlord or an agent of the Landlord, to enter the Premises upon forty-eight (48) hours notice between the hours of 8:00am and 5:00pm, Monday through Saturdays. In the event of an emergency or if it is impractical to give notice, no notice will be required. In the event the Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need not do so beyond 14 days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of the Lease or any other purpose permitted by applicable law. Resident understands that the premises may fall within the jurisdiction of the United States Government, the Department of Defense and/or the Military Police. Resident agrees to hold Landlord, its shareholders, officers, employees and agents harmless from any claims, demands, suits or damages arising out of or related to actions or failures to act by the United States Government or the Department of Defense and any agencies or divisions thereof, including the Military Police.
17. **RENTERS INSURANCE:** The Landlord has obtained personal property renters insurance in the amount of \$20,000, with \$250.00 deductible for the benefit of the Resident at no additional cost to the Resident. The Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of these coverage amounts. The Resident acknowledges being advised to obtain additional insurance at the Resident's cost to protect the Resident from claims for property damage and physical injury caused by the Resident, Resident's family members, invitees or guests. The Resident acknowledges that the Landlord is not responsible for losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord's negligence was not the proximate cause of the Resident's loss. In case of loss, office must be notified within 24 hours.
18. **DESTRUCTION OF PREMISES:** If the Premises or any part thereof become uninhabitable as a result of fire or other casualty, the Resident may immediately vacate the premises provided that he or she notifies the Landlord of the decision to vacate within one week after vacating. If the Resident timely notifies the Landlord, and inspection of the Premises is deemed

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uninhabitable, this Lease will be terminated as of the date of vacating. If the Resident fails to notify the Landlord within one week or upon inspection the Premises is deemed habitable the Resident remains liable for the rent until the termination of the fixed term of the lease or 30 days notice there after.

19. **LIMITATION OF LIABILITY:** The Landlord shall not be liable to the Resident, the Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the Premises, acts of nature, other unexplained phenomena, acts of other residents, except for any damages, injuries or losses to person or property to the extent caused by or resulting from the negligent acts or omissions of the Landlord, the Landlord's agents, servants, or employees. The Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding the Premises. The Landlord does not guarantee, warrant, or assure the Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE POLICE IMMEDIATELY.**

20. **INVENTORY OF APPLIANCES:** Appliances provided

- a) Range/Oven _____
- b) Refrigerator _____
- c) Dishwasher _____
- d) Microwave oven _____
- e) Clothes washer _____
- f) Clothes dryer _____

21. **EXIT INSPECTION OF PREMISES:** It shall be the responsibility of the Resident to request an exit inspection walk through of the Premises with the Landlord. The walk through inspection must be requested at time of delivery of "Notice to Vacate" 30 days before Resident intends to vacate the Premises. Using the Move In/Out Checklist that was used to record the condition of the Premises at the beginning of this Lease, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Resident with a copy of the Move In/Out Checklist.

The Resident shall provide the Landlord with written acknowledgement that the Resident has received a copy of the Move-In/Out Checklist.

The Resident shall provide the Landlord with the Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed the Resident by the Landlord. The Landlord shall provide the Resident with an itemized statement that clearly describes any damages caused by the Resident's noncompliance with provisions of this Lease and the charges imposed by the Landlord to repair the damage or otherwise correct the deficiencies caused by the Resident's non-compliance with this Lease.

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Any refund of rent due to the Resident by the Landlord, less any amount owed to the Landlord for damages or other charges allowed under this Lease, will be paid within 45 days after the Landlord's receipt of the Resident's final payment of Rent owed pursuant to this Lease. Amounts owed the Landlord by the Resident that are not paid within 45 days of written notice of amounts due are subject to being submitted to a collection agency by the Landlord for collection. In the event that past due amounts are referred to a collection agency, the Resident shall also be responsible for reasonable attorneys fees and the costs of collection.

22. **TERMINATION BECAUSE OF DEFAULT:** In the event of failure to pay rent, the Resident will be given five (5) days written notice to pay the amount due (plus interest and/or administrative fees) and/or vacate the Premises. In the event the Resident breaches any of the other terms of this Lease, the Resident will be given ten (10) days written notice (as may be required by state or local laws) to either cure the default and/or vacate the Premises.

In addition to the rights described above, in the event of a default by the Resident under this Lease, the Landlord will have the right to proceed against the Resident in a court of law for eviction, enforce payment of the rent and any other charges for which the Resident is liable, and/or enforce any of the terms of this Lease under the applicable laws of the United States and/or the State of New Jersey.

23. **EVICITION:**

- a. The Landlord may terminate this Lease and commence an eviction action against the Resident in accordance with policies and procedures in place at the installation for the Resident's failure to pay rent or for one or more violations by the Resident of this Lease or the Resident Handbook that: A) Affect or threaten to affect the health or safety of other residents on the Premises; or B) Substantially interfere with the right to quiet enjoyment of other residents in the Premises; C) Otherwise constitute a material default of the terms of this Lease.
- b. If the Resident remains in possession of the Premises without the Landlord's consent after expiration of this Lease, the Resident is deemed to be in breach of this Lease and the Landlord may commence an eviction action in accordance with applicable policies. An eviction action may be filed no earlier than the first day following the expiration of this Lease. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay to the Landlord's attorney fees, court costs, damages, and any amounts due to the holdover by the Resident as permitted by applicable law.

24. **VOLUNTARY DEMOLITION OF PREMISES:** At any time during this Lease, if the Landlord chooses to voluntarily demolish the Premises, the Landlord will provide the Resident one hundred and twenty (120) days of written notice. The Resident may vacate the Premises at any time within the one hundred and twenty (120) day period and is responsible for payment of prorated rent for the period that the premises are occupied.

25. **ABANDONMENT:** If the Resident abandons the Premises or any part thereof, the Landlord may, at the Landlord's option, (i) enter the Premises by any means allowed under applicable

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law, (ii) as agent for the Resident, relet the Premises, or any part thereof, for the whole or any part of the then expired term and receive and collect all rent payable by virtue of such reletting, and (iii) hold the Resident liable for any rent that would have been payable under this Lease during balance of the unexpired term while the Premises were vacant, including realtor costs, cleaning and painting if necessary, as if this Lease had continued in force. The Premises and its contents may be deemed by the Landlord to be abandoned. The Landlord may peaceably enter the Premises and remove the contents in accordance with the provisions of applicable law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Resident, then the Landlord may consider any personal property belonging to the Resident and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law.

26. **NOTICES:** Unless otherwise provided, any notice provided for by this Lease shall begin to run on the date such notice is delivered. In addition to other methods allowed by law, notice shall be deemed delivered if sent to the Resident at the Premises or to the Landlord at the address set forth below (or to another address as directed by the appropriate party with 5 days written notice) by first class United States Mail, postage prepaid, 3 days after the notice is mailed. Notices to the Landlord shall be sent to: Balfour Beatty Communities Management Office, 117A Farley Avenue, Dover, NJ 07806.
27. **SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect the validity of other provisions of this Lease, and to this end the provisions of this Lease are declared to be severable.
28. **CONFIDENTIALITY OF RESIDENT RECORDS:** The Landlord or managing agent shall not release financial information about a Resident or prospective Residents, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, to a third party without the prior written consent of the Resident or prospective Resident or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to the Resident or prospective Resident in the event of an emergency or to the legal representatives of the Resident to include Executors and Administrators of estates and Trustees and Guardians in the performance of their duties. (The confidentiality restrictions of this provision shall not apply where the Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Resident.)
29. **MODIFICATIONS:** Any modifications to the terms and conditions concerning this Lease shall be executed in writing, signed and dated by the parties and made a part of this Lease.
30. **CONFLICTS:** The Terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Handbook.
31. **RESIDENT HANDBOOK:** The Resident understands that the Resident Handbook will either be provided at the time this Lease is signed or prior to the Resident occupying the Premises and its rules and regulations are incorporated into this Lease. The Resident agrees to abide by the Resident Handbook and understands that a violation of the rules and regulations in the Resident Handbook is a violation of this Lease. The Resident Handbook

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will be revised from time to time, but notice that a revised Resident Handbook is available will be posted in a way that is generally available at the installation on which the Premises is located and the revised Resident Handbook (or summary of the changes) must be provided to or made available for the Resident at least 45 days before the revisions become effective.

- 32. LEAD BASED PAINT: The Resident acknowledges receipt of the booklet published by the U.S. Environmental Protection Agency entitled "Protect Your Family From Lead In Your Home" and the "Disclosure of Information on Lead-Based Paint Hazards."
- 33. MOLD: The Resident acknowledges that to avoid mold growth it is important to prevent excessive moisture buildup and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to the Landlord any evidence of excess moisture or mold or mildew inside or outside the Premises. Resident also acknowledges that there may already be mold in the Premises and has received both the Mold section and Mold tips outlined in the Resident Handbook received at the time of signing this Lease.
- 34. GENERAL PROVISIONS. This Lease, together with any written agreements executed simultaneously, contains the entire agreement between parties and shall not be changed, modified or discharged in whole or in part except as provided or by an agreement in writing signed by the parties or their authorized agents. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease or in any written agreement executed simultaneously. This Lease may be executed in counterpart and may be executed by and such counterparts, by other means i.e. Fax Electronic, or Postal mail, will be taken together as the whole original document.

Landlord Agent (Print)

Resident (Print)

Property Manager's Signature and Date

Resident's Signature and Date

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Resident's Initials & Date