

COOK'S POND SENIOR HOUSING LEASE AGREEMENT

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COOK'S POND SENIOR HOUSING

LEASE AGREEMENT

THE PARTIES, LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL PROMISES IN THIS AGREEMENT (referred to as "Lease"). UNDERSTAND AND AGREE TO THE FOLLOWING:

1. PARTIES AND DWELLING UNIT

The Parties to this Lease are **Cook's Pond, LP**, referred to as **Landlord**, and, **Tenant**, referred to as Tenant. The Tenant understands and agrees that the term "Landlord" shall include Landlord's successors, assigns, and agents. A Managing Agent may act as agent for Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are individually and as a group liable.

Landlord leases to Tenant a one-bedroom unit, number ### located at **455 Diamond Spring Road, Denville, New Jersey, 07834** known as **Cook's Pond Senior Housing**, for a **monthly rent of \$XXX.XX**.

Only the following persons will reside in the unit as part of the Tenant's household/family:

TENANT NAME

Any changes in Tenant's household/family must be immediately reported to Landlord.

The Tenant recognizes this Housing Development was financed through the **New Jersey Housing and Mortgage Finance Agency (HMFA)**, an Agency of the State of New Jersey, hereafter referred to as "**Agency**". The Tenant understands and agrees to comply with any applicable directives, policies, procedures, rules, regulations and guidelines, as established and amended from time to time by the Agency and/or any Federal, State or Local governmental entity having regulatory functions with respect to the Housing Development.

2. TERM OF LEASE

The initial Lease term shall begin on XXXXXX and end on XXXXXX. (See Paragraph 19 regarding renewals).

3. SECURITY DEPOSIT

Tenant has deposited \$XXX.XX as a security deposit with Landlord. Landlord will hold this security deposit for the period Tenant occupies the unit in accordance with the New Jersey "SECURITY DEPOSIT LAW", as amended. Landlord shall put the deposit in an interest-bearing account earning .05% in the **Lakeland Bank, 265 Main Street, Madison, NJ**. Tenant acknowledges that this lease constitutes notice of where the Landlord has deposited the security.

After Tenant has moved from the unit, Landlord will determine whether Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a) Tenant must provide Landlord with thirty (30) days written notice of intent to move or otherwise be liable as provided in Paragraph 20.
- b) After Tenant has moved from the unit, Landlord will inspect the unit for damage. Landlord will permit Tenant to participate in the inspection if Tenant so requests.

Landlord will refund to Tenant the amount of the security deposit together with interest less:

- 1) Unpaid rent,
- 2) Any administrative fee which shall be an amount within that permitted by State Law,
- 3) Damages that are not due to normal wear and tear not listed on the initial Unit Inspection Report,
- 4) Any uncollected damages pursuant to Paragraph 13,
- 5) Charges for late payment of rent and returned checks as described in Paragraph 7,
- 6) Charges for unreturned keys as described in Paragraph 10, and
- 7) Any other unpaid charges due Landlord.

Landlord will give Tenant a written list of charges that were deducted from the deposit.

- c) Landlord agrees to refund the amount computed within thirty (30) days after Tenant has permanently moved out of the unit. The refund shall be made by registered or certified mail or by personal delivery. Tenant is to advise Landlord in writing of the address to which the refund should be sent.
- d) If more than one person rents the unit, Tenants agree that they will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Tenant identified in Paragraph 1 of the Lease and be released from further obligation.

Tenant understands and agrees the security deposit is not to be considered by Tenant as payment of the last month's rent.

4. UTILITIES AND SERVICES

Utilities and Services shall be paid by the parties as indicated below:

	Owner	Tenant
Electricity	_____	_X_
Gas	_X_	_____
Water	_X_	_____
Garbage Collection	_X_	_____
Other (Specify):		
_____	_____	_____
_____	_____	_____

The Tenant shall not waste utilities furnished by the owner or use utilities or equipment for any unauthorized purpose. A utility allowance per month for Tenant-paid utilities has been taken into consideration in determining the Tenant's monthly rent charge and housing assistance payment.

5. ADDITIONAL RENT

If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for expenses incurred as additional rent. Expenses including late fees, returned check fees (refer to Paragraph 7), damages (refer to Paragraph 13), reasonable attorney fees and other associated costs will be construed as additional rent and will be due and payable in accordance with the monthly rental charge as described in Paragraph 5. If the Tenant fails to pay the additional rent, the Landlord will have the same rights as if the Tenant failed to pay the rental charge. Attorney fees and costs of legal actions are not chargeable to Tenant if Tenant prevails in the proceedings.

6. ADJUSTMENTS IN TENANT'S RENT

Tenant understands and agrees that upon Agency approval the Landlord may make adjustments to the Tenant's rent at any time during the term of this lease without first terminating the lease. If a rent adjustment is approved, it will become effective on the first day of the month following one full calendar month after written notice of the approved adjustment is given.

Tenant acknowledges that the housing development has received below market rate financing from the Agency as the result of the Agency's ability to raise funds by issuing tax-exempt bonds and, if applicable, has received other forms of government subsidy. The Agency, operating pursuant to State law, must assure that enough rents are received to pay the development's operating expenses, other costs required by contract or law and debt service on the Agency loan.

Therefore, rent adjustments in the form of increases or decreases must be available, as necessary. This means the tenant will not receive a termination of lease notice each time there is a rent adjustment. Nor will rent adjustments take place only at the end of the lease term.

If the Agency approves implementation of a rent adjustment during the term of this Lease, the Tenant has the option of canceling the Lease and vacating the apartment within sixty (60) days. All rent for each month or part thereof the Tenant remains in the apartment must be paid. The Tenant must provide Landlord with thirty (30) days written notice of intent to move.

7. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS

Tenant understands and agrees to pay, in accordance with Paragraph 5, an extra charge for late rent payments and returned checks as follows:

- a) **Late Payments** – Rent shall be payable in advance on the first day of each month. Tenant will pay rent plus all fees, charges and surcharges by money order or personal check. If Tenant does not pay the full amount by the close of business on the 5th day of the month, Tenant will be delinquent and agrees to pay additional rent of **\$20.00**.
- b) **Returned Checks** – Tenant will pay a fee equal to the bank charge, plus an administrative fee of **\$10.00** any time a check is not honored for payment. Two instances of returned checks will result in non-acceptance of personal checks from Tenant.

8. OCCUPANCY OF RENTAL UNIT AND USE OF PREMISES

Tenant shall occupy and use the premises as a private residence and for no other purpose. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks.

Tenant shall not carry on any trade, profession, business, school, course of instruction, or entertainment on the premises. This includes, but is not limited to, keeping roomers, lodgers, or boarders, operating a day care center, consulting or examining clients or patients, selling, reselling or trading goods, grooming or training animals, teaching an instrument, vocal, music, dramatics or dancing, performing or speaking for audiences, general consulting work and operating a baking, catering or other food service business.

Tenant agrees and acknowledges that the apartment to be occupied by Resident and members of Resident's household is in a building that has been designated as a **smoke-free** living environment under the Admissions, Occupancy & Rental Policy. Resident, members of Resident's household, and Resident's guests and visitors shall adhere to the Admissions, Occupancy & Rental Policy by not smoking anywhere in the building or within 25 feet of the building.

Tenant shall not assign this lease, sublet, or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without written consent of Landlord. Tenant shall comply with all laws affecting the occupancy of the premises and with all applicable rules or regulations now or hereafter established or modified by Landlord or Agency.

Failure to comply with this provision is a substantial violation of the lease and will result in Tenant's eviction from the unit.

** The tenant understands and agrees that the Landlord does not provide security protection for the Tenant, his car or property within the parking area. Furthermore, the Tenant understands and agrees that any vehicle using parking facilities must be in an operable condition; parking is not provided for vehicle storage. Landlord may remove any vehicle that is determined to be inoperable for a period of more than thirty (30) days at Tenant's expense after notice and in compliance with any applicable law. Landlord may remove any vehicle posing a safety hazard or traffic obstruction immediately at Tenant expense.

9. CONDITION OF DWELLING UNIT

By signing this Agreement, Tenant acknowledges that the unit is in safe, clean, sanitary and good condition and agrees to maintain unit in safe, clean, sanitary and good condition during the term of this Lease. Tenant agrees that all appliances and equipment are in good working order. Tenant also agrees that Landlord has made no promises to decorate, alter, repair, or improve the unit.

In addition:

- Residents and Occupants acknowledge that the Owner has equipped the premises with (an) operable smoke/CO detector(s).
- Residents and Occupants acknowledge that they are barred from disabling the smoke/CO detector(s) at any time. Residents and Occupants also acknowledge that they are required to test the smoke/CO detector(s) on a monthly basis and to replace batteries as needed. Residents and Occupants are required to promptly report any malfunctions of their smoke/CO detector(s) to management.
- Residents and Occupants acknowledge that the Owner and Manager shall not be liable for damages or injuries to persons or property caused by Residents' or Occupants' disabling of smoke/CO detectors, failure to regularly test smoke/CO detectors, failure to change batteries as needed, or failure to immediately report malfunction of smoke/CO detectors to management.

10. KEYS AND LOCKS

Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written consent of Landlord. If Landlord approves Tenant's request, Tenant agrees to provide Landlord with a key for each lock. When this lease ends, Tenant agrees to give all keys to the unit to Landlord. Landlord may charge Tenant a \$200.00 lock change fee if any key is not returned.

11. OBLIGATIONS OF LANDLORD

Landlord will:

- a) Not unlawfully discriminate on the basis of race, color, religion, creed, national origin, sex, handicap or membership in a legally protected class;
- b) Comply with all applicable codes;
- c) Make necessary repairs and ensure that the Development is habitable;
- d) Keep all common areas clean;
- e) Provide and maintain garbage receptacles;
- f) If applicable, supply reasonable amounts of hot water and, between October 1st and May 1st, reasonable amounts of heat; and
- g) Respond in a reasonable time to service calls by the Tenant.

Landlord is not responsible for the following:

- a) Damage or loss of Tenant property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise (Tenant understands that it is the Tenant's obligation to obtain insurance covering personal household possessions);
- b) Damage or loss of Tenant's property entrusted to Landlord's employees.
- c) The loss or damage of Tenant's possessions stored in storage room, if provided;
- d) The acts of other Tenants;
- e) The failure of the elevators; and
- f) Property remaining in the unit after the Lease of tenancy ends. Such property shall be considered abandoned and Landlord can either keep such property or have it removed at Tenant's expense;
- g) Damage or loss of Tenant's property resulting from utility outage or sewer back up.

12. RESTRICTIONS ON ALTERATIONS

The Tenant understands and agrees not to do any of the following without first obtaining written permission from the Landlord:

- a) Change or remove any part of the appliances, fixtures or equipment;
- b) Paint or install wallpaper or contact paper in the unit;
- c) Attach awnings or window guards to the unit;
- d) Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- e) Attach any shelves, screen doors, or other permanent improvements in the unit;
- f) Install washing machines, dryers, fans, or heaters in the unit; or
- g) Place any aerials, antennas, television dishes or other electrical connections on the unit.

Tenant shall remove any alteration on the apartment without Landlord approval on demand from the Landlord.

Any alterations made with written Landlord approval shall become the property of the Landlord when completed and paid for by the Tenant. Such alterations shall remain as part of the apartment at the end of the Lease term unless Landlord demands the Tenant remove them. The Tenant shall pay promptly all costs for any alterations. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Development. If any lien or claim is filed against the Development, the Tenant shall have it promptly removed.

13. DAMAGES

Whenever damage (reasonable wear and tear excepted) is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family, visitors or employees, Tenant agrees to pay as additional rent:

- a) Reasonable charges for all damages to the premises of the Development or unit (including equipment and/or appliances supplied to the unit). Charges for such damage are to be made according to the current Schedule of Maintenance Charges, as applicable, posted in the Management Office. If damages do not appear on the schedule, Tenant will be charged for the actual cost of the repairs. Tenant agrees that payment of all such charges shall be made within thirty (30) days of the date charges are billed; damage charges are considered additional rent (Refer to Paragraph 5).
- b) Rent for the period the unit is damaged, whether the unit is habitable.

14. FIRE OR OTHER DISASTERS

If the unit is greatly damaged by fire, wind, or water, to the extent that the unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant will be responsible for rent only up to the date of the damage. Tenant shall immediately leave the unit and must within fourteen (14) days notify Landlord in writing of Tenant's desire to continue Lease/tenancy or end Lease/tenancy.

If the unit can be lived in and if continued occupancy is lawful, Tenant's rent will be reduced in proportion to the damaged part of the unit until such time as repairs are made.

15. DEVELOPMENT'S RULES AND REGULATIONS

Tenant agrees to obey reasonable rules and regulations of the Development, as set forth in the addendum to the Lease, "Rules and Regulations," and which are made a part of this Lease. Tenant agrees to accept in writing and obey additional and/or changed rules and regulations established after the effective date of this Lease. The Tenant will receive written notice of the proposed rules and regulations at least thirty (30) days before the rule and regulation is enforced.

This Lease shall govern when there is a conflict between the Lease and the Development's rules and regulations.

16. TENANT'S LIABILITIES UPON TERMINATION

In the event that this Lease ends because of legal action by Landlord, Tenant shall pay Landlord rent owed, including and in addition thereto, attorney's fees, court costs and any expenses incurred in repairing damages under Paragraph 13.

17. RECERTIFICATION

Under the Agency's regulations and the State law, Tenants are required to be qualified for occupancy and are required to report information to the Landlord on income, family composition and any other matters needed to determine the Tenant's eligibility for housing. Recertifications are to be done in accordance with various laws and regulations, including but not limited to **N.J.S.A. 55:14K-8(b)**, **N.J.A.C. 5:80-20.1 et seq.**, and **N.J.A.C. 5:80-8.1 et seq.**, all as may be amended from time to time.

Attachment No. 1 to this Lease is a copy of the form to be used in recertifications, which form may be amended from time to time by the Agency. The Tenant agrees to provide complete information when asked to recertify every year as may be required by regulation or Agency policy.

Landlord reserves a right of re-entry for failure to recertify. Tenant agrees that violation or non-compliance with the terms of this paragraph is unreasonable and shall be grounds for eviction.

18. ACCESS TO PREMISES

- a) Landlord shall be allowed immediate access to the apartment in emergency situations. If Tenant is not present, Landlord may enter the unit by a master key. Landlord will attempt to notify Tenant of any entry twenty-four (24) hours in advance.
- b) Tenant will let Landlord enter the unit at reasonable times to perform routine maintenance services.
- c) The Tenant agrees to allow the Landlord to inspect the unit on an annual basis. The Landlord will give the Tenant at least seventy-two (72) hours notice prior to the inspection.
- d) Periodically, the Agency may conduct apartment inspections. The Tenant agrees to allow such inspections. The Tenant will be notified at least seventy-two (72) hours in advance of any inspection.
- e) During the thirty (30) day period prior to the end of the tenancy or Lease, Tenant will allow Landlord to enter the unit at reasonable hours to show the apartment to possible new tenants.
- f) If Tenant moves before the Lease ends, Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for reoccupancy.

19. TENANT'S OPTION TO RENEW

- a) Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the unit.
- b) In the absence of notice to the contrary, the Lease will be deemed automatically renewed by Landlord and Tenant for another one (1) year term. Rent changes and adjustments in Tenant surcharges can be affected for the new Lease term, or part thereof, in accordance with the rent adjustment (Paragraph 5) and recertification process (Paragraph 16).
- c) If Tenant is vacating the unit within thirty (30) days prior to the expiration of the Lease term and does not give Landlord the full thirty (30) day's notice, Tenant will be liable for the monthly rent until such time as the unit is re-rented.

- d) If Tenant vacates the unit at any other time during the Lease term, except as provided in Paragraph 16, Tenant will be liable for the monthly rent up to the term of the Lease or until such time as the unit is re-rented.
- e) Any changes in the terms and conditions of the Lease, excluding rent, charges, fees, surcharges, will be provided to the Tenant at least ninety (90) days before the end of the Lease term. Such changes will become effective with the new Lease term.

20. TERMINATION OF TENANCY BY THE LANDLORD

Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction.

- a) Material non-compliance with the terms of this Lease including, but not limited to: non-payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under Paragraph 13; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alteration to the unit; refusing inspections/access per Paragraph 18; failure to meet recertification requirements; and giving Landlord false information regarding income or other factors considered in determining Tenant's rent, surcharges and eligibility for a unit.
- b) Tenant actions that endanger the health, safety or welfare of other tenants residing in the Development;
- c) Tenant's material failure to carry out obligations under applicable State statutes, Agency regulations, directives, policies, procedures or guidelines and local laws and ordinances;
- d) Tenant's failure to maintain the unit in a safe, clean, sanitary and good condition;
- e) In the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for his/her physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions, nothing herein shall be construed to compel Cook's Pond LP to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of Cook's Pond Senior Housing premises or any other Tenant or Cook's Pond LP employee."
- f) Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease;
- g) Material violations of the Development's rules and regulations;
- h) Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above, are grounds for his/her removal in an eviction proceeding. Landlord specifically reserves the right of re-entry in such circumstances.

21. NOTICES

- a) The Landlord's notice is given when handed to Tenant, mailed to Tenant or left at Tenant's apartment or in Tenant's mailbox.
- b) Tenant's notice to Landlord is given when sent by certified mail or hand delivered to Landlord at the address at the end of this Lease. Landlord shall notify Tenant of any change of this address in writing.
- c) All Lease/tenancy termination notices will specify the date that the Lease/tenancy will be terminated, and the reason for the termination.
- d) All Rent Adjustment Notices will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. Landlord is to notify Tenant in writing at least one full calendar month prior to the effective date of a rent adjustment.

22. CONTENTS OF THE LEASE

The Lease and its Attachments, as may be amended, make up the entire agreement between Tenant and Landlord. Any change to this Lease must be in writing and must be executed by both Tenant and Landlord, unless provided herein.

If any court declares any provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease does not prevent future enforcement of that provision. In the event of the sale or lease of the Development, the new Landlord will assume the obligations under this Lease, as required by the Agency.

This Lease is subordinate to all underlying leases and to all mortgages of the Development and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages on the Development are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

In the event that any provision of this Lease shall be deemed to be in conflict with the Agency statute, N.J.S.A. 55:14K-1 et seq. or regulations, said statutes and regulations shall take precedence.

23. MAJOR REHABILITATION

Should the Landlord undertake a major rehabilitation of the unit or the Development, the Tenant agrees to temporarily relocate during the rehabilitation period to permit the work.

PLEASE NOTE THAT THIS LEASE CANNOT BE VARIED WITHOUT THE APPROVAL OF THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY. THIS IS A STANDARD FORM LEASE THAT CONTAINS MANY IMPORTANT GOVERNMENTAL REQUIREMENTS.

24. ATTACHMENTS

The checked Attachments are attached to and made a part of this Lease. Receipt of a copy of this Lease with Attachments is hereby acknowledged.

- () 1. Applicable Agency Form – Certification and Recertification of Income.
- () 2. Unit Inspection Report.
- () 3. Rules and Regulations of the Development (House Rules)
- () 4. Truth in Renting Statement pursuant to N.J.S.A. 46:8-43 through 49.
(Note: Not all provisions contained in this statement are applicable to this housing development.)
- () 5. Statement of recorded owner of Development pursuant to N.J.S.A. 46:8-27 through 37.
- () 6. Notification of Federal Crime Insurance pursuant to N.J.S.A. 46:8-3B through 42.
- () 7. Notice to Applicants and Residents of Housing Programs Covered by the Violence Against Women Act (VAWA).
- () 8. The following Agency-approved Attachments are also part of this Lease:
 - Pet Policy
 - Emergency Notification Form
 - Parking Policy
 - Tenant Handbook
 - Window Guard Notification

IN WITNESS WHEREOF, the parties have signed this Lease.

Tenant

Date

Tenant

Date

Cook’s Pond, LP

By: _____
Agent

Title: _____

Date: _____

Notices to Landlord shall be sent c/o:
Cook’s Pond LP
455 Diamond Spring Road
Denville, New Jersey 07834