

## RESIDENT RESPONSIBILITY AGREEMENT

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This **RESIDENT RESPONSIBILITY AGREEMENT** (this "Agreement"), is made on Month \_\_, 20\_\_, between West Point Housing, LLC, ("Landlord"), and \_\_\_\_\_ (*the "Resident"*).

**1. TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Agreement, for a term of one (1) year, the premises known as \_\_\_\_\_ (the "Premises"), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on Month \_\_, 20\_\_ and end on Month \_\_, 20\_\_ unless extended. This Agreement shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days' written notice.

**2. RENT:** The monthly rental rate shall be \_\_\_\_\_ per month.

- (a) Payment will be made by personal check, money order, cashier's check, or certified check payable directly to Landlord. Payment is due on the first day of the month (payment in advance).
- (b) The monthly rental rate may be subject to increase (i) upon renewal at the end of the initial term, and (ii) thereafter upon thirty (30) days' notice.
- (c) The first payment of rent by Resident shall be made on or before Month \_\_, 20\_\_ in the amount of \$\_\_\_\_\_.

**3. SECURITY DEPOSIT:** A security deposit of \$\_\_\_\_\_ will be required.

**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 Agreement.

- (a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay an administrative charge of \$125.00.
- (b) The Resident also agrees to pay the Landlord an additional charge of \$25.00 for any returned item.

**5. EARLY TERMINATION OF AGREEMENT BY RESIDENT:** For any early termination, the Resident shall provide thirty (30) days' notice, shall pay rent through the end of such notice, and shall pay an amount equal to one month's rent to the Landlord as liquidated damages for the early termination of this Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Resident as a result of Resident's physical damage to the Premises.

**6. NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied only by the Resident's immediate family consisting of Resident, \_\_\_\_\_ other adult(s), \_\_\_\_\_ children, together with \_\_\_\_\_ additional occupants, provided such additional occupants have been approved by Landlord. The occupants of the Premises other than Resident are:

Name (Last, First, M.I.)	Relationship	Sex	Age

**7. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** The Resident and Landlord acknowledge that, prior to signing this Agreement; they conducted a joint examination of the Premises. The Resident hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to the Resident in good order and repair and that the Premises were in safe, clean and habitable condition. The parties agree that all obligations of Landlord to perform repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Resident Premises that are in a safe and habitable condition. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Resident unless cured within 15 days after notice from Resident to Landlord. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and for damage to the Premises that is not described on the Property Condition Report as existing prior to the Resident’s occupancy. Any damage that exceeds normal wear and tear is subject to repair by Landlord at Resident’s expense.

**8. ASSIGNMENT AND SUBLETTING:** The Resident shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession, or license made without the prior written consent of the Landlord shall constitute a breach of this Agreement by the Resident and may subject the Resident to eviction and/or claims by the Landlord for monetary damages.

**9. NUISANCE:** The Resident will use the Premises in a manner that does not disturb other residents or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination in accordance with Section 22 below and in accordance with applicable law.

**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. Possession of said contraband or illegal items will constitute a breach of this Agreement by Resident and will, at the option of the Landlord, permit immediate termination of said Agreement.
- (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; nor 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) Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefore. Failure of the Resident to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Agreement.

**11. ANIMALS:** Resident shall be permitted to keep domestic animals as set forth in the Pet Addendum attached hereto. No other animals may be maintained or housed on the Premises, including the exterior thereof, without the prior written consent of the Landlord. The Resident shall bear all legal and financial responsibility for any injuries or damage caused by such animals and shall comply with the provisions of the Resident Guide's specific details relating to the keeping of pets on the Premises.

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

**13. UTILITY CHARGES:** Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
HEAT	LANDLORD	CABLE(Basic) TV	<b><u>RESIDENT</u></b>
SEWER	LANDLORD	SATELLITE TV	<b><u>RESIDENT</u></b>
FUEL OIL	LANDLORD	TELEPHONE	<b><u>RESIDENT</u></b>
WATER	LANDLORD	HIGH SPEED INTERNET	<b><u>RESIDENT</u></b>
GARBAGE	LANDLORD	OTHER	
GAS	LANDLORD	OTHER	
		OTHER	

Responsibilities for utility costs are as follows: Landlord shall pay for water, sewer, electricity, gas, oil (if applicable) and garbage. Resident shall pay for cable or satellite television, telephone, high speed internet, and any Charge (as defined below) as described below for their individual Premises Except as otherwise set forth in this Section, there shall be no change in Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Lease without Landlord providing Resident at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to Resident in connection with the processing of billing notices for Landlord-provided utilities, including a Utility Notice (as defined below).

Notwithstanding anything to the contrary in this Lease, upon the failure of Resident to pay any

amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Resident's failure to pay any other rent amounts due under this Lease. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Resident.

**CHECK AND INITIAL APPROPRIATE SECTION BELOW:**

The Office of the Secretary of Defense has mandated implementation of a utility billing program that compares actual energy consumption by the Resident with a baseline average energy consumption at similar homes. Under the program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Residents are credited for energy consumption below such baseline ("Conservation Credit") or are charged for energy consumption above such baseline ("Charge").

[for units already separately metered and in live billing]

A portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. \_\_\_\_\_ RESIDENT INITIALS

[for units not yet separately metered and in live billing but expected to be in future]

Upon the date when the electric and/or gas utility service have been separately metered for the Premises and live billing commences, a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. \_\_\_\_\_ RESIDENT INITIALS

**14. REPAIRS:** The Resident shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Resident shall immediately notify the Landlord of any damage to the Premises.

**15. ALTERATIONS AND FIXTURES:** The Resident shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord. Any fixtures installed by the Resident shall be at Resident's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Resident at the expiration of this Agreement. In the event such fixture or other personal property of the Resident is not removed at the expiration of this Agreement, the Landlord may treat the same as abandoned and charge the Resident the cost paid for removal of the property and repair of the Premises.

**16. ACCESS DURING OCCUPANCY:** The Resident will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twelve hours (12) hours notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. 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 perform inspections at a minimum of once per month to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Agreement. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access to the Premises in case of an emergency situation, as provided in the Resident Guide. Failure of Resident to permit such access to Landlord will constitute a default under the terms of this Agreement.

**17. RESIDENT'S INSURANCE:**

- (a) Resident agrees to obtain and maintain at all times during the term of this Agreement, at Resident's expense, (i) property insurance to cover losses or damage to personal property and (ii) liability insurance with a minimum coverage of \$100,000 to protect Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.
- (b) Resident acknowledges that (i) Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Resident's loss, (ii) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (iii) Resident's failure to maintain the insurance required by subsection (a) above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

\_\_\_\_\_ **RESIDENT INITIALS**

**18. DESTRUCTION OF PREMISES:** The Resident may terminate this Agreement if the Premises become uninhabitable for a period in excess of one month because of fire, condemnation, or other casualty that is not the result of the Resident's negligence or the negligence of the Resident's family member, guest, or invitee. The Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and the rent shall cease from

the date of the damage until repaired, where the damage was not the fault of the Resident or Resident's family member, guest, or invitee. If the Premises cannot be repaired within 60 days, the Landlord shall have the right to terminate this Agreement, or the Resident shall have the option of vacating the Premises. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful act of the Resident, or Resident's family member(s), guests, or invitees.

**19. LIABILITY:** The Landlord shall not be liable to the Resident, 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, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE POLICE IMMEDIATELY.**

**20. EXIT INSPECTION OF PREMISES:** All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Resident to request an exit walk through inspection of the Premises with the Landlord. At the time of request, Landlord will provide Resident with move-out procedures. An appointment for a walk through inspection must be scheduled no less than ten (10) days before the Resident ends occupancy of the Premises pursuant to this Agreement. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Agreement, 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 Property Condition Report.

**21. EVICTION:**

- (a) The Landlord may terminate this Agreement and evict the Resident as provided in Section 22, below, and in accordance with applicable law, for Resident's failure to pay rent or for one or more violations by Resident of this Agreement or any other actions that:
  - (i) affect or threaten to affect the health or safety of other residents in the community;
  - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community; or
  - (iii) Upon notice that Resident or a member of his or her family is or has been barred from entry onto West Point by the Garrison Commander.
- (b) If the Resident remains in possession without the Landlord's consent after expiration of the term of this Agreement, the Resident is deemed to be in breach of this Agreement and the Landlord may commence an eviction action. An eviction action may be filed no earlier than the first day following the termination of this Agreement. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Resident.

**22. TERMINATION BECAUSE OF DEFAULT:**

- (a) If Resident defaults in fulfilling any of the covenants of this Agreement, as set forth in Section 21, above, then, upon Landlord serving a written five (5) days' notice to Resident specifying the nature of said default and upon the expiration of said five (5) days, if Resident shall have failed to comply with or remedy such default, then Landlord may serve a written three (3) days' notice of cancellation of this Agreement upon Resident, and upon the expiration of said three (3) days, this Agreement and the term there under shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this Agreement and the term thereof and Resident shall then quit and surrender the demised premises to Landlord but Resident shall remain liable as hereinafter provided.
- (b) If the notice provided for in Section 22(a), above, has been given and this Agreement has expired as aforesaid, then Landlord may without notice, re-enter the Premises either by force or otherwise and dispossess Resident by summary proceedings or otherwise.
- (c) If Landlord materially fails to comply with any of the terms of this Agreement, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to Landlord, then Resident shall have the option of declaring this Agreement terminated and may immediately vacate the Premises, without forfeiting whatever other right the injured party may have for breach of this Agreement.

**23. LANDLORD'S REMEDIES:**

- (a) In case of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, and/or putting the demised premises in good order, or for preparing the same for re-rental; and/or (ii) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Agreement and may grant concessions or free rent or charge a higher rental than that in this Agreement. Mention in this Agreement of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Resident hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Resident being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Resident of any of the covenants and conditions of this Agreement, or otherwise.
- (b) If Landlord, in connection with any default by Resident in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid

by Resident to Landlord within five (5) days of rendition of any bill or statement to Resident therefore, and if Resident's lease term shall have expired at the time of making such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

**24. ABANDONMENT:** If following an eviction of Resident or abandonment of the premises by Resident any personal property of Resident remains in the Premises, such property shall be deemed to have been abandoned by Resident and Landlord may, at resident's expense and without prior notice to Resident, remove such property and at Landlord's option either dispose of the property or store it in a storage facility of Landlord's choosing (which need not be climate-controlled). Landlord shall not be responsible to Tenant for any loss or damage to Resident's personal property.

**25. SEX OFFENDERS REGISTRATION / RESTRICTIONS.** If any member of Resident's household is subject to residency restrictions under applicable law, it is Resident's obligation of fully comply with all of the provisions of the applicable law. If the location of the premises places Resident, or any Occupant, in potential violation of applicable law, it is Resident's responsibility to immediately notify the Community Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of the Lease. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate applicable law. Resident will be required to pay for the costs of Resident's move and applicable Lease Termination Fees. If no alternative premises is available, Resident's Lease will be terminated

**26. NOTICES:** Unless otherwise provided, any notice period provided for by this Agreement shall begin to run on the date such notice is delivered. If Resident's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by the number of days in the month in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to the Landlord shall be sent to:

West Point Housing, LLC  
126 Washington Road  
West Point, NY 10996

**27. SEVERABILITY:** If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision and to this end, the provisions of this Agreement 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 Resident to a third party, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, 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 a Resident or prospective Resident in the event of an emergency or to the legal representatives of the Resident, including executors and administrators of estates 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:** No modifications to the terms and conditions of this Agreement shall be enforceable unless executed in writing, signed and dated by all of the parties to this Agreement.

**30. CONFLICTS:** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Resident Guide.

**31. RESIDENT GUIDE:** The Resident acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after 30 days notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits "A" - "H" are hereby incorporated herein and made a part hereof.

**32. JOINT AND SEVERAL LIABILITY:** If this Agreement is executed by more than one person as Resident, then the liability of all such persons to Landlord hereunder shall be joint and several, and references in this Agreement to the Resident shall be deemed to include all persons who so execute this Agreement as Resident.

**33. SUBORDINATION.** This Agreement and Resident's rights hereunder, are subject and subordinate to all present and future financings secured by property of which all the Premises are a part.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Agreement, each of which shall constitute an original.

**LANDLORD** \_\_\_\_\_(SEAL)      DATE:\_\_\_\_\_

**RESIDENT** \_\_\_\_\_(SEAL)      DATE:\_\_\_\_\_

## Attachment A

### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT

This will serve as an Addendum to the Lease dated Month \_\_, 20\_\_ between West Point Housing, LLC, (Owner) and \_\_\_\_\_ (Resident) regarding the Premises located at \_\_\_\_\_.

#### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based Paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on Lead poisoning prevention.

#### **Owner's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (Check (i) or (ii) below):

(i)  Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### **Resident's Acknowledgment (initial)**

(c) Resident has received copies of all information listed above. \_\_\_\_\_

(d) Resident has received the pamphlet Protect Your Family from Lead in Your Home. \_\_\_\_\_

#### **Agent's Acknowledgment (initial)**

(e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. \_\_\_\_\_

#### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

#### **Resident Signature:**

\_\_\_\_\_

Date: \_\_\_\_\_

#### **Landlord Signature:**

\_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM B  
PET ADDENDUM**

<u>Pet Description</u>	Pet #1	Pet #2
1. Pet Name:		
2. Type of Pet:		
3. Breed:		
4. Color:		
5. Current Age:		
6. Mature Size:		
7. Sex:		

**1. PET RESTRICTIONS:**

- Only two pets are allowed per household. Fish tanks and bird cages count as one pet. No more than one fish tank is permitted in a home. No more than two bird cages are permitted in a home.
- Exotic pets are not permitted. Only dogs, cats, birds, hamsters, gerbils or fish are allowed.
- The following breeds are not permitted: Akita, Chow, Doberman, Pit Bull, Rottweiler, American Staffordshire Terriers, English Staffordshire Bull Terriers, wolf hybrids or any other breed with dominant traits geared toward aggression.
- Any animal involved in an aggressive incident will be evaluated by the West Point Veterinary Clinic within three (3) business days of the incident.
- No “visiting” pets are permitted without prior Community Management Office approval.
- Management must approve all pets and all required documents are to be on file prior to housing any pet (refer to Resident Guide).
- A current picture of the pet (cat/dog) must be submitted to the Community Management Office within 10 days of move-in or acquisition of pet to be kept on file.

**2. HANDICAPPED ASSISTANCE ANIMALS:** Animals trained for use by individuals with handicaps are not considered pets. These animals are permitted. The above Pet Restrictions do not apply to them. All required documents and a current picture are required for file.

**3.** If additional pet(s) are acquired after move-in, Resident must update the Pet Addendum within three (3) days.

**4.** All pets must be kept current with vaccinations, testing, and/or treatments. All dogs and cats must be micro chipped and wear their current rabies vaccination tag on their collar or harness.

**5.** The term "pet owner" will include any person owning, keeping, or harboring an animal. The service member residing on base housing shall be deemed the pet owner of any pet owned, kept, or harbored within their home.

**6.** Residents will be held responsible for compliance with current directives and for any damage caused by their pets.

- 7.** Residents are responsible for cleaning up after their pet.
- 8.** Abandonment of pets is specifically prohibited. Residents who no longer desire to keep a pet or who are moving out will not abandon any animal. Unwanted pets should be made available for adoption.
- 9.** The privilege of keeping a pet in homes may be revoked if the pet is determined to be a nuisance. A nuisance is defined as any action of a pet that endangers life or health, or obstructs reasonable or comfortable use of property. For example, an animal may be deemed a nuisance if it:
  - Habitually or repeatedly barks in such a manner that it disturbs others
  - Interferes or obstructs persons engaging in exercise or physical activity
  - Runs loose and is not held on a leash
  - Defecates on the lawn of a home not occupied by its owner
- 10.** Residents have full responsibility and liability for the conduct of their pets. This includes full restitution for any damages to yards, homes, etc., or hospital bills/veterinary bills incurred as a result of injuries inflicted.
- 11.** Residents with pets are encouraged to maintain additional liability insurance.
- 12.** Pets will not be permitted to run loose in the community. The privilege of having a pet may be revoked if a Resident or guest violates the leash law. When pets are not penned, they will be leashed at all times. Dogs will not be chained outdoors and left unattended at any time. No spikes are permitted in the ground to tether pets. Pets may be left in fenced-in-yards for short periods of time with proper food, water, and shelter.
- 13.** Dogs may not be unattended unless confined indoors, or outdoors in a securely enclosed and locked pen, or other approved structure designed to completely restrain the animal. The Community Manager, or designated representative, will determine if the structure used to restrain the animal is sufficient. Anytime a potentially dangerous dog is outside the above confined secured areas, it must, at all times, be securely leashed and under the control of the Resident or guest.
- 14.** Doghouses are allowed in homes with yards with authorization from the Community Manager. A Request for Alteration Form must be submitted to the Community Management Office. Doghouses shall conform to the size of the dog, standards of good taste, and shall not detract from the appearance of the property. It must be painted to match the color of the home or painted white and kept in the rear of the house at all times. Residents are required to remove the doghouse and return the area to original condition with grass seeding at Resident's expense at the termination of housing or when the dog no longer resides with the resident. .
- 15.** Breeding or raising animals in housing is prohibited. A litter shall be adopted within 90 days of birth.
- 16.** Farm, exotic and wild animals are not allowed in the community. These animals include all animals normally used as work animals and those kept for the production of food, or opossums,

ferrets, raccoons, and any other species of animal not usually considered to be domestic.

**17.** In cases of bites or scratches, the offending animal must be transported to the nearest Veterinary Facility for examination. The Community Manager must also be notified within 24 hours of the incident.

**18.** The privilege of having a pet in the community may be revoked as a result of a pet biting a person or another animal.

**19.** Complaints concerning stray or unattended pets and general upkeep of grounds around pets should be directed to the Community Management Office.

**20.** Pets are strictly prohibited from playground areas. The privilege of having a pet in the community may be revoked if the pet is seen in the playground area.

**Resident understands and agrees that this addendum is incorporated in and made a part of the Resident Responsibility Agreement renews and expires under the same terms and conditions as the Resident Responsibility Agreement.**

**Resident Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDENDUM C**  
**MOLD ADDENDUM**

Resident acknowledges that it is necessary for Resident to keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the ventilation or air-conditioning ducts in the Premises. Resident also agrees to report immediately to the Community Management Office: (1) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage, or other common area; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the ventilation or air-conditioning system in the Premises; and, (4) any inoperable windows or doors. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident’s property as well as personal injury to Resident and Occupants directly resulting from Resident’s failure to comply with these terms. Resident acknowledges receipt of the information sheet, “Tips for Preventing Mold and Mildew,” attached to the Resident Guide.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **TIPS FOR PREVENTING MOLD AND MILDEW**

### A Guide for Residents of West Point Family Housing

- Do not block or cover any heating, ventilation, or air conditioning ducts.
- Whenever possible, maintain a temperature in your home between 70 and 76 degrees in the air conditioning season and 65 to 74 degrees Fahrenheit during the heating season.
- To allow an exchange of air and permit sunlight to enter your home, air out your home when weather is warm and humidity is low. Run the fan on your furnace to help circulate fresh air.
- In damp, humid, or rainy weather, keep windows and doors closed.
- Clean and dust your home on a regular basis. Use environmentally safe household cleaners. Regular vacuuming and mopping removes household dirt and debris that contribute to mold growth. A vacuum cleaner with a HEPA filter will help remove mold spores.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilet, windows, and patio doors using a common household disinfecting cleaner. On a regular basis, wipe down and dry areas where moisture sometimes accumulates, such as countertops, windows, and windowsills.
- Use the bathroom fan when bathing or showering and allow the fan to run until all excess moisture has been vented from the bathroom.
- Use the exhaust fan in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has been vented from the kitchen.
- If you have a clothes dryer in your unit, clean the lint filter after each use and promptly report any damage to the vent connection. If condensation forms within the closet, wipe it dry. Dry damp clothing as quickly as possible.
- Limit houseplants to a reasonable number to limit excess humidity in your home and limit molds that could grow on the solid surface. Avoid over watering.
- If you clean up a spill on your carpeting, blot the area dry.
- Do not overfill closets or storage areas. Overcrowding restricts airflow.

**What to report to the Community Management Office:**

1. Any leak or water damage
2. Any malfunction in your heating, ventilation, or air conditioning system
3. Windows or doors that don't open or close properly
4. Any areas of visible mold (except very small areas that respond to routine cleaning)
5. Musty or moldy odors
6. Health issues which you think are linked to the air quality within your home.

**Thank you for your cooperation!**

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Addendum D  
West Point  
Surge Protector**

Month \_\_, 20\_\_

**Residents:** \_\_\_\_\_

**House Address:** \_\_\_\_\_

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The power provided to housing by West Point Installation has a tendency to fluctuate. This can cause damage to electronic components. Residents are advised to use surge protectors to protect electronic equipment (stereos, TV's, typewriters, computers, etc.) from damage caused by voltage fluctuations. It is the resident's responsibility to purchase surge protectors. Balfour Beatty Communities is not responsible for damage to appliances or equipment due to high or low voltage of power fluctuations.

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Landlord Signature**

# Addendum E

## Satellite Dish Addendum

**Under rules of the Federal Communications Commission (FCC), Owner have a limited right to install a satellite dish within the leased premises and Landlord has the right to impose reasonable restrictions relating to such installation. Owner is required to comply with these restrictions as a condition of installing such equipment as specified in this addendum.**

**Number and size.** Owner may install only one satellite dish or antenna within the leased premises. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.

**Location.** Location of the satellite dish or antenna is limited to (1) inside Owner dwelling, or (2) in an area outside Owner dwelling such as a balcony, patio, yard, etc. which is part of the leased premises. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Owner are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space of the leased premises.

**Safety and non-interference.** Installation: (1) must comply with reasonable safety standards; (2) may not interfere with the community's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to telecommunications systems; and (4) may not be connected to electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the leased premises (such as a balcony or patio railing); or (3) any other method approved by Landlord in writing. No other methods are allowed. Landlord may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**Signal transmission from exterior dish or antenna to interior of dwelling.** Owner may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If the satellite dish or antenna is installed outside the living area (on a balcony, patio, or yard of which is part of the leased premises), signals received by the satellite dish or antenna may be transmitted to the interior of Owner dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by Landlord in writing.

**Workmanship.** For safety purposes, Owner must obtain Landlords written approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Landlord approval will not be unreasonably withheld. Owner must obtain any permits required by the city for the installation and comply with any applicable city ordinances.

**Maintenance.** Owner will have the sole responsibility for maintaining the satellite dish or antenna and all related equipment. Landlord may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

**Removal and damages.** Owner must remove the satellite dish or antenna and all related equipment when Owner moves out of the dwelling. Owner must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of the satellite dish or antenna and related equipment.

**Liability insurance and indemnity.** Owner is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Owner must provide Landlord with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to the satellite dish, antenna or related equipment. The insurance coverage must be no less than \$100,000 (which is an amount reasonably determined by us to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Owner agrees to defend, indemnify and hold Landlord harmless from the above claims by others.

**Deposit increase.** A security deposit increase (in connection with having a satellite dish or antenna) may be required. If that is the case, the security deposit is increased by an additional sum of \$\_\_\_0 (zero)\_ to help protect Landlord against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises.

**When Owner may begin installation.** Owner may start installation of the satellite dish or antenna only after Owner has: (1) signed the Rules and Regulations; (2) provided Landlord with written evidence of the liability insurance referred; (3) paid Landlord the additional security deposit, if applicable; and (4) received Landlords written approval of the installation materials and the person or company who will do the installation.

Signed and Accepted by:

Print Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Satellite Dish Request Form**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Home/Duty Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

By the submission of this request to install a satellite dish, I am stating that I have read, understood and will adhere to the guidelines printed below.

- The satellite dish may be installed in the backyard on a galvanized pole. We suggest a professional do the installation.
- The satellite dish must be located away from any electrical power poles, or electrical lines. To prevent damage to buried utility lines and cables, do not dig in the quarter's area until you receive an approved dig permit.
- The satellite dish may not be installed on any part of the quarters. For example; roof, false chimney, vent pipe, window, gutter fascia or on any storage shed.
- BE CAREFUL, the Resident is liable for any damage or injury that may be caused by the satellite dish during installation, operation, or removal.
- The Resident is required to remove the satellite dish before terminating quarters. Final clearance will only be granted after the dish is removed.
- Flat cable must be used to run under doors and windows. No holes are to be drilled into the home.

Sign and return this request to Community Management office BEFORE proceeding with installation.

**Resident Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Request has been** \_\_\_\_\_ **approved** \_\_\_\_\_ **disapproved**

**Reviewed by:** \_\_\_\_\_

**Landlord Signature**

## **Addendum F**

### **Historic Property Addendum**

1. Congratulations on accepting a Historic Residence for your home. Resident enjoyment of the Premises is important to the Owner. Through pro-active communication and cooperation, the historic fabric of the Residence can be protected for future occupants.
2. Resident acknowledges that the Premises is listed or eligible to be listed on the national Register of Historic Places. The Premises have specific regulations regarding their care, maintenance, and any action that might affect their historic integrity.
3. The Owner will provide information to the Resident on the unique nature, restrictions, and requirements of the Premises. Resident and Owner representative will walk through the Premises, discussing the guidelines for historic homes and their applicability to the specific Premises.
4. Resident acknowledges that, concerning periodic maintenance, repairs or renovations to the Premises, it may be necessary to involve the state's historic preservation office as well as the property manager. Resident is not permitted to alter or repair the Premises in any event without the written approval of the Owner. Resident agrees to submit in writing to the Owner/Property Manager plans for any alterations or repairs they desire to make to the housing unit at least ten (1) days in advance of making such alteration or repair. Any alterations or repairs may require specific consultation with the State Historic Preservation Office (SHPO). Such repair and alteration may include inspections of proposed work areas prior to, during and after the work has been completed. Access requirements to the Premises may exceed those experienced by Residents of non-historic properties.
5. Resident acknowledges receipt of information concerning the Premises, accepts the requirements of occupying a Historic Residence.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Addendum G  
West Point  
Weapons Addendum**

The undersigned agree that this addendum is incorporated in and made a part of the Resident Responsibility Agreement at \_\_\_\_\_ between West Point Housing, LLC, Lessor and \_\_\_\_\_, Resident, dated \_\_\_\_\_, and shall renew and expire under the same terms and conditions of the Resident Responsibility Agreement.

**Weapons Policy**

In accordance with FS REG 190-2; 3-1, residents and family members residing in the home may possess and store privately owned weapons, which include firearms, crossbows, BB and pellet guns. It is also understood and required that all weapons are registered at Provost Marshal's Office and the Community Management Office.

All Post and New York State laws regarding firearms have been met.

All weapons must be listed below:

Weapon Owner Name	Weapon	Make/Type	Serial Number

\*If additional space is needed, please use back of this form.

\_\_\_\_\_ I declare that I have listed all weapons above.

\_\_\_\_\_ I declare NO weapons at this time. I understand that I must notify the Community Management Office immediately if I acquire any weapon and will follow all procedures.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE DETAILED POLICIES AND PROCEDURES, INCLUDING FS REG 190-2 AND NEW YORK STATE LAW.

**Resident Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addendum H  
West Point**

**Receipt of Resident Guide**

I have received the “Resident Guide” which contains the rules and regulations for West Point Housing.

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Landlord Signature**

\_\_\_\_\_  
**Date**