

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "Agreement") made this ____ day of _____, 2025 (hereafter "Effective Date"), by and between the County of Passaic, operator of Preakness Healthcare Center (hereafter "County" of "Preakness"), a corporate body politic of the State of New Jersey, with its principal offices located at 401 Grand Street, Paterson, New Jersey 07470, and Fr. James Moss (hereafter "Tenant"), an individual with an address soon to be at 305 Oldham Road, Wayne, New Jersey 07470 (collectively referred to throughout this Agreement as the "Parties");

WITNESSETH:

WHEREAS, Preakness Healthcare Center is a New Jersey department of Health licensed, 406-bed skilled nursing facility that is owned and operated by the County; and

WHEREAS, Father James Moss, a retired priest of the Diocese of Paterson, has dutifully and faithfully volunteered for many years as a chaplain for religiously observant residents of Preakness; and

WHEREAS, Preakness and Fr. Moss desire to enter into a lease agreement, subject to the terms herein, whereby Fr. Moss serves as Chaplain-in-Residence for religiously observant residents of Preakness; and

WHEREAS, Preakness has available a certain room, known as Room 2-432A/B, which contains one bed, and all amenities standard with Preakness rooms (hereafter "Premises"); and

WHEREAS, on December 9, 2025, the Board of County Commissioners of the County of Passaic passed Resolution No. R-25-xxxx, authorizing a Lease Agreement between the Parties for a period commencing December 15, 2025 and terminating December 14, 2026.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Tenant agree as follows:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated herein by reference.
2. **Premises.** During the Term of the Lease, subject to the restrictions herein, Tenant shall have exclusive possession of the Premises.
3. **Section Headings.** The section headings are solely for reference purposes and neither limit or expand upon the language in each section of the Agreement.
4. **Term.** The Agreement shall commence on December 15, 2025, and expire on December 14, 2026. In the event the Term is not extended by the Parties before the end of the Term, the Term shall continue on a month-to-month basis, until such point either the County or Tenant elects to terminate the Agreement, which shall be subject to the terms of the New Jersey Anti-Eviction Act. Such notice of termination shall be effective on the first day of the month after thirty (30) days have passed. For clarification, if a Party to this Agreement sends notice to the other party of their intent to terminate the Agreement on March 15, such termination shall be effective May 1.

5. **Rent.** Tenant shall be assessed Rent in the amount of two thousand dollars (\$2,000.00) per month. Rent shall be due within five (5) days of the beginning of each calendar month. Rent shall be paid by Tenant to the County at the following address:

Attn: Richard Cahill
County of Passaic
Finance Department
Administration Building, Room 439
401 Grand Street
Paterson, NJ 07505

Any Rent payment not made pursuant to this section is subject to a late charge of one percent (1%) of the amount due, such late charged being deemed Additional Rent.

6. **Landlord's Obligations.** Preakness shall provide to Tenant access to Preakness's cafeteria and Tenant shall be entitled to any and all meals therefrom, such service being included in the Rent. Preakness shall provide access to Tenant to the laundry room on the same floor as the Premises, and shall not be required to pay for laundry services. Preakness shall secure the Premises with a lock and key, and only Tenant, the Facilities Director of Preakness, the Nursing Supervisor, and the Executive Director of Preakness, shall have access to the Premises. During the Term, Preakness shall only access the Premises under express permission from Tenant, or if Tenant requires attention due to a life-threatening condition. Additionally, Preakness shall provide to Tenant a parking space at Preakness.
7. **Security Deposit.** Tenant is not required to submit to the County a Security Deposit under this Agreement.
8. **Quiet Enjoyment.** The County covenants that, provided Tenant pays the Rent and otherwise complies with all requirements herein, it shall do nothing to affect Tenant's right to peaceably and quietly have, hold, and enjoy the Premises during the Term of this Agreement.
9. **Utilities.** Landlord shall be responsible at its sole cost to supply the Premises with electricity, water, and hot water.
10. **Pets.** Tenant shall not be permitted to have any pets on the Premises during the Term, except for a pet bird that shall be caged within the Premises at all times. Tenant shall not be charged any additional pet fee.
11. **Non-Assignment and Sub-Letting.** Tenant shall not assign this Agreement or sublet or grant any license to use the premises or make any improvements on the premises without the prior written consent of the County. A consent by the County to one such assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of the County or any assignment or subletting by operation of law shall be absolutely null and void and, at County's option, terminate this Agreement.
12. **Care of the Premises.** Tenant shall pay for all repairs, replacements, and damages cause by the act or neglect of the Tenant or Tenants guests. Landlord shall make any necessary repairs and replacements to the vital facilities serving the Premises, such as the heating, plumbing, and electrical systems, within a reasonable time after notice by the Tenant. The Landlord shall not be

liable for interruption of services or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond the Landlord's reasonable control.

13. **Damage to Premises.** Tenant shall be responsible for reimbursing the County for any damage caused by Tenant, such cost being deemed as Additional Rent.
14. **Surrender of Premises.** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property, (c) repair any damage including that caused by moving, and (d) vacate the Property and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term, except for normal wear and tear.
15. **Inspection of Premises.** The County, Preakness, and agents of the County and Preakness shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the premises for the purpose of inspection.
16. **Attorneys' Fees and Costs.** Tenant hereby agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses from the County's enforcement of any provision of this Agreement as Additional Rent due and owing under this Agreement.
17. **Binding Effect.** This Agreement shall bind and benefit the Parties hereto, their heirs, executors, administrators, successors, and assigns.
18. **Violation, Eviction, and Re-Entry.** Landlord reserves the right of re-entry. This means that if the Tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Premises. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant, and the Tenant must appear in court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.
19. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey. Tenant agrees to comply with all government regulations.
20. **Severability/Waiver.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or for any subsequent similar act by the other party.
21. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.
22. **Amendments and Modifications.** This Agreement may be amended only by an instrument in writing signed by both Parties. Said written agreement will only become effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the County, it must be accompanied by a resolution authorizing same.
23. **Notice.** Except as otherwise specified in this Agreement, all notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class

mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
401 Grand Street, Room 205
Paterson, New Jersey 07505
Attn: Office of the Administrator

To: Fr. James Moss
305 Oldham Road
Wayne, NJ 07470

24. **Authority.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter and bind their organization by all provisions contained therein.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth above:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof
Clerk, Board of County Commissioners

Pasquale Lepore
Director, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

FR. JAMES MOSS

Witness

Fr. James Moss
Tenant