

# MILITARY RESIDENT OCCUPANCY AGREEMENT

**THIS MILITARY RESIDENT OCCUPANCY AGREEMENT** is between Corvias Air Force Living, LLC (the “**Owner**”) and the housing eligible party or parties listed below (referred to collectively as “**Resident**” regardless of whether one or two individuals are listed).

The provisions of this Resident Occupancy Agreement incorporate by reference the attached Standard Terms and Conditions (“**T&C**”), the Resident Responsibility Guide (“**RRG**”), as well as any addenda to this Agreement executed by the parties as indicated below (collectively referred to as the “**Agreement**”).

Agreement Date: <i>enter date</i>  <b>Lease Commencement Date:</b> <i>enter date</i>  <b>Lease Expiration Date:</b> <i>enter date</i>  Pet Deposit: \$ <i>enter amount</i>  Late Charge: 5% of the Monthly Rent or \$15, whichever is greater  Returned Check Fee: \$25.00	Address: <i>enter address</i> (the “ <b>Home</b> ”)  <b>Installation:</b> Seymour Johnson Air Force Base, NC  Monthly Allotment: \$ <i>enter amount</i>  Initial Partial Monthly Rent (Move-In Prorate): \$ <i>enter amount</i>
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<u>Resident Information:</u>	
Resident #1: NAME: <i>enter name</i>  PAY GRADE: <i>enter pay grade</i>  SSN (last 4 digits only): <i>enter last 4 digits</i>	Resident #2 (if spouse is also a service member or if roommates): NAME: <i>enter name</i>  PAY GRADE: <i>enter pay grade</i>  SSN (last 4 digits only): <i>enter last 4 digits</i>

<u>Authorized Occupants</u> (collectively, the “ <b>Occupants</b> ”): <b>Spouse:</b> <i>enter name</i>  <b>Dependents:</b> <i>enter name(s)</i> <i>enter name(s)</i>
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<b>Utilities: (Select the appropriate option. See Section 5 for further details.)</b> <input type="checkbox"/> The Home has been metered and monitored for at least one year. The Utility Allowance has been established and Utility Notices are being provided. <input type="checkbox"/> The Home is not yet metered or, if metered, has not yet been monitored for energy utility usage for at least one year. When these conditions have been met, Community Manager will provide at least sixty (60) days’ prior written notice to Resident of the amount of the Utility Allowance for the Home and the month in which Utility Notices will commence.
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**Owner:** Corvias Air Force Living, LLC, by its Agent, Corvias Management – AF, LLC (the “**Community Manager**”):  
 Community Manager’s Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (if spouse is also a service member or if roommates)

<b><u>Addenda/Related Documents:</u></b>		
<input type="checkbox"/> Resident Responsibility Guide Dated _____ (either web-based or hard copy)	<input type="checkbox"/> Lead Based Paint Disclosure/EPA Pamphlet <input type="checkbox"/> Foreign Military Addendum <input type="checkbox"/> Roommate Addendum <input type="checkbox"/> Prorate Promissory Note <input type="checkbox"/> Relocation Addendum <input type="checkbox"/> Accessible/Adaptable Unit Relocation Addendum <input type="checkbox"/> Key and Essential Addendum	<input type="checkbox"/> Historic Home Addendum <input type="checkbox"/> Satellite Dish Addendum <input type="checkbox"/> Asbestos Addendum  <input type="checkbox"/> Home Based Business Addendum <input type="checkbox"/> Current Resident Addendum <input type="checkbox"/> Rent Down Addendum <input type="checkbox"/> Rent Up Addendum <input type="checkbox"/> Live-In Care Addendum
<input type="checkbox"/> Alteration Addendum <input type="checkbox"/> Rent Differential Addendum <input type="checkbox"/> Pet Addendum <input type="checkbox"/> Severable Unit Addendum <input type="checkbox"/> GOH Addendum		

## STANDARD TERMS AND CONDITIONS (“T&C”)

1. **Parties to Agreement.** Owner rents to Resident and Resident rents from Owner the Home. The Home and all matters relating to this Agreement shall be managed by the Community Manager. The Community Manager is authorized to manage the Home on behalf of Owner and to enforce the Agreement and give and accept notices, demands and service of process on behalf of, and as agent of, Owner. Resident may authorize a representative with a valid power of attorney to act on Resident’s behalf, to include executing this Agreement.
2. **The Home.** The Home includes the housing unit and front, back and side yards, and may include a garage, driveway, designated parking, and/or a carport, as applicable, plus any outside storage located in the yard. The Home has been designated as authorized housing for a certain military pay grade or grades (each, a “**Housing Category**” and collectively, the “**Housing Categories**”).
3. **Term/Automatic Renewal.** This Agreement shall be for a term of twelve (12) months beginning on the Lease Commencement Date and terminating on the Lease Expiration Date (the “**Term**”) as indicated on page 1, unless earlier terminated as provided in this Agreement.

Resident shall provide thirty (30) day written notice to Community Manager if Resident desires to move out of the Home on the Lease Expiration Date. Otherwise, at the expiration of the Term, this Agreement will automatically continue on a month-to-month tenancy (the “**Renewal Term**”). Either party may terminate this Agreement during the Renewal Term by providing at least thirty (30) days written notice to the other party.

4. **Rent.** The monthly rent for the Home (the “**Monthly Rent**”) shall be equal to the Basic Allowance for Housing (“**BAH**”) at the “with dependent” rate of the highest ranking military member residing in the Home, minus a Utility Allowance (as defined below, if applicable), provided that the Resident’s military pay grade is within the Housing Category for the Home. The Monthly Rent for an unaccompanied active-duty Resident shall equal the BAH at the “with dependent” rate for the lowest military pay grade in the Housing Category designated for the Home, minus a Utility Allowance (if applicable).

If Owner elects to provide Resident a Home in a Housing Category higher than Resident’s military pay grade, then the Monthly Rent will be based on the BAH at the “with dependent” rate for the Resident’s military pay grade. If Resident elects to reside in a Home that is in a Housing Category higher or lower than Resident’s military pay grade, then the parties shall execute an addendum that states the basis and amount of the Monthly Rent.

Monthly Rent shall be increased or decreased when increases or decreases are made to the Resident’s BAH. Resident must notify Community Manager of promotions or demotions within thirty (30) days of assuming the new military pay grade. If both spouses are active duty service members, the senior service member’s military pay grade shall be used in selecting an appropriate Home and in determining the Monthly Rent.

Payment for Monthly Rent and the Utility Allowance (if applicable) shall be made to Owner or its designated agent by payroll allotment/deduction through a third-party BAH processor (the “**Allotment**”). If third-party action is not available, then Resident shall personally establish and maintain the Allotment. If both spouses are active duty service members, the Allotment shall be authorized by the senior service member. Allotments shall be payable on the first day of the month for the previous month’s rent (payment in arrears).

BY SIGNING THIS AGREEMENT, RESIDENT AUTHORIZES OWNER TO ACT ON BEHALF OF RESIDENT TO START, STOP AND CHANGE RESIDENT’S ALLOTMENT. The allotment start date will be effective for the month following the Lease Commencement Date. For those moving out on or before the 15<sup>th</sup> of the month, the allotment stop date will be effective at the time of move-out, so long as the move-out prorate is paid by cashier’s check or money order on or before the time of move out. If the move-out prorate is not paid at or before the time of move-out by cashier’s check or money order, the allotment stop date will be effective on the last day of the month in which move-out occurs. For all others, the allotment stop date will be effective on the last day of the month in which move-out occurs. Resident agrees to execute additional documents, if required, to commence the Allotment and to remedy any situation that prevents the commencement of the Allotment.

Changes to the Allotment may be made for any valid reason under this Agreement to include, but not be limited to, annual rate adjustments. Resident acknowledges that he/she shall not attempt to make any changes to the Allotment, and agrees that the Allotment may not be canceled prior to the satisfaction of the final Monthly Rent payment due. Any actual or attempted cancellation of the Allotment by Resident is grounds for Owner to terminate this Agreement.

Resident's designated representative with a valid power of attorney may initiate or modify the Allotment. If the Allotment is terminated or reduced below the amount of the Monthly Rent by action of Resident or Resident's designated representative while Resident is in possession of the Home without written permission of Owner, Resident will be considered in material breach of this Agreement.

Owner, Community Manager and their representatives shall take reasonable steps to protect any and all financial and private information provided by Resident.

Monthly Rent for any partial month at the beginning or end of the Term shall be prorated based on a thirty (30) day month. Payment of the Initial Partial Month Rent, indicated on page 1 of this Agreement, shall be made directly by Resident to Owner by one of the payment methods specified below no later than the last business day of the month in which this Agreement commences, or as indicated on a Prorate Promissory Note signed as an addendum to this Agreement.

No security deposit is required to be paid by Resident.

Payment for any utilities (if and when applicable as separately metered commodities) and any charges or fees incurred as provided below and/or itemized in the RRG ("**Additional Rent**", which together with Monthly Rent is referred to as "**Rent**") shall be made to Owner, Owner's designee or as provided for below in regard to utilities.

In accordance with Applicable Law (as defined below) and subject to the provision on late payment fees below, all utilities, charges and fees of any kind under this Agreement shall be considered Additional Rent owed to Owner and will be allocated first to non-rent charges and to Rent last.

Rent not paid by allotment will be paid by personal check, certified check, cashier's check, electronic funds transfer (EFT), money order, credit card, or debit card directly to Owner or Owner's designee.

After the end of the Term or Renewal Term or earlier termination and move-out, Owner shall refund any monies due to Resident, less any monies owed to Owner, within ten (10) business days of Owner's receipt of the Allotment applicable to the month of termination or less if required by Applicable Law.

5. **Services and Utilities.** Owner shall be responsible for providing the following utilities at all times during the Term and Renewal Term of this Agreement as part of the Monthly Rent: water, sewer and trash collection. Owner will also provide recycling at no additional cost to the Resident if recycling is commercially viable in the local area.

Until the time that the Home is individually metered for electricity and/or natural or LP gas, Owner shall be responsible for the payment of such energy utilities and the Utility Allowance will not be applicable.

Owner will establish an energy utility billing program that will compare actual energy consumption by the Resident to a baseline average energy consumption for homes of similar type and size (the "**Baseline**"). Owner will also establish a utility account for each Resident. Residents are credited for energy consumption below the Baseline or are charged for energy consumption above the Baseline. Under this program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship.

- a) After the Home has been metered and monitored for electric and/or gas utility service for at least one year, a portion of the Allotment shall be allocable to the electric and/or gas utility service for the Home (the "**Utility Allowance**") based upon the Baseline set by Owner.
- b) On a monthly basis, Community Manager or its designee will compare the actual, metered cost of electric and/or gas utility service for the Home (the "**Actual Utility Cost**") to the Utility Allowance and provide Resident with notice of such costs (the "**Utility Notice**"). If the Actual Utility Cost is less than the Utility Allowance, then Resident's utility account shall be credited by the amount of the difference and, if the accumulated credit is over Fifty Dollars (\$50.00), refunded to Resident within fifteen (15) business days of issuing the Utility Notice. If the Actual Utility Cost exceeds the Utility Allowance, then Resident's utility account shall be debited by the amount of the difference and, if the accumulated debit is over Fifty Dollars (\$50.00), then Community Manager or its designee shall send Resident an invoice within fifteen (15) business days after receipt of the Utility Notice. Resident shall pay the amount due within thirty (30) days from receipt of the invoice. Upon move-out, all utility balances (credits/debits) will be transferred over to the tenant ledger and either charged or refunded accordingly.
- c) Utility Allowances may be adjusted from time to time by Community Manager or its designee, but no more than once in a twelve (12) month period unless energy utility rates suddenly spike in a shorter period of time. Community Manager or its designee shall provide written notice of any adjustment of the Utility Allowance to Resident at least

sixty (60) days prior to implementation of the adjustment. Community Manager or its designee shall provide Resident with an annual report on the low, high and average energy utility usage for the Home.

- d) In the event of direct billing to the resident by a local utility provider, Monthly Rent shall be equal to BAH at the “with dependent” rate, minus the Utility Allowance. Resident will receive the Utility Allowance and will be responsible for paying all utility costs directly to the utility provider.

Notwithstanding anything to the contrary in this Agreement, upon the failure of Resident to pay any amounts due under this section, Owner shall have the same rights and remedies as Owner has as a result of Resident’s failure to pay any other rent amounts due under the Agreement. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon the default of Resident.

Resident acknowledges that interruptions in the delivery of utilities do occur and Community Manager will make every effort to notify Resident in advance of any interruptions in utility services resulting from scheduled outages or work elsewhere in the Neighborhood.

Resident shall be directly responsible to its service provider for the payment of telephone, cable, internet, or any other services contracted by Resident with a service provider.

6. **Late Fees and Returned Check Charges.** If Owner does not receive a Monthly Rent payment due to an error or delay caused by the Defense Finance and Accounting Service or third-party Allotment processor and the payment is received within thirty (30) days (or later if approved by Owner or Community Manager), then Resident shall not be in default of any provision of this Agreement due to the lateness of the payment.

If Monthly Rent is not paid by allotment and Monthly Rent is not paid by the fifth (5<sup>th</sup>) day of the month then to the extent allowed by Applicable Law, Resident must pay a late charge in the amount indicated on page 1 of this Agreement, which will be deemed Additional Rent. The late payment fee shall be due immediately without demand and shall be added to and paid with the late rental payment. The late fee shall be imposed only one time for each late rental payment. The late fee for a specific late rental payment shall not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default.

Resident will, within fifteen (15) days notice of a dishonored check, pay a returned check fee in the amount indicated on page 1 of this Agreement, plus any late fees, if applicable, which will be deemed Additional Rent. If at any time during the Term or Renewal Term, two (2) or more of Resident’s checks have been returned to Owner by a bank, then all future payments will only be accepted by means of allotment, cashier’s check, certified check, or money order and Owner reserves the right to seek enforcement of the returned check pursuant to Applicable Law.

Acceptance of any late or partial Monthly Rent or waiver of any Additional Rent is not a waiver of Owner’s or Community Manager’s right to enforce other terms of this Agreement.

In addition to any other remedies available to Owner under this Agreement, Owner may charge the fees specifically authorized in the North Carolina Residential Rental Agreements Act (the “**Rental Act**”), including the Complaint Filing Fee, the Court Appearance Fee, and the Second Trial Fee, in the maximum amounts permitted under the Rental Act.

7. **Condition of Home upon Occupancy.** Community Manager and Resident have inspected and inventoried the Home, and Resident is satisfied with its physical condition, order and repair. RESIDENT ACCEPTS THE HOME “AS IS” AS OF THE LEASE COMMENCEMENT DATE, subject to completion of the Inspection Report discussed below. Community Manager acknowledges that Resident’s acceptance of the Home does not relieve Community Manager or Owner of the obligation to provide the Home in a fit and habitable condition.

Community Manager has provided Resident with a Move-In/Move-Out Unit Inspection and Inventory Report (the “**Inspection Report**”). No later than seven (7) days after move in, Resident shall complete and return to Community Manager the Inspection Report detailing any deficiencies noted with the Home. Community Manager and Resident will sign the Inspection Report and Community Manager will provide a copy to Resident.

If Resident does not return the Inspection Report to Community Manager, Resident acknowledges that it will be assumed that Resident accepts the Home as is and without exception. Any damage or deficiency not listed on the Inspection Report and noted by Community Manager at move-out will be charged to Resident.

If Resident reports deficiencies on the Inspection Report, then Community Manager will cure deficiencies that impact the habitability of the Home within five (5) days of such deficiencies being reported by Resident to Community Manager. If such deficiencies are not cured, then Resident may terminate this Agreement without incurring the Early Termination Fee described below. For all other deficiencies, Community Manager will correct them in accordance with its maintenance process described below and in the RRG.

Owner shall deliver the Home in compliance with the current applicable building and housing codes in accordance with the Rental Act.

8. **Acknowledgement and Release With Respect to Noise.** Resident acknowledges that the Home is located on an active military installation where military training exercises are conducted and that such training exercises may emit very loud noise from time to time, which may interfere with Resident's quiet enjoyment of the Home. TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT HEREBY WAIVES AND RELEASES ANY CLAIMS, ACTIONS, SUITS, AND CAUSES OF ACTION AGAINST OWNER, COMMUNITY MANAGER, THEIR AGENTS, MEMBERS, OFFICERS, EMPLOYEES, ASSIGNS, SUCCESSORS, PARENTS AND AFFILIATES ARISING OUT OF OR RELATING TO NOISE EMITTED FROM MILITARY OPERATIONS OR TRAINING EXERCISES CONDUCTED AT THE INSTALLATION.
9. **Occupants and Permitted Uses.** The Home is to be used for residential use only, with exceptions permitted solely upon written approval of Community Manager. Resident acknowledges that the Home is a single-family dwelling and will be used for occupancy only by the Residents and Occupants listed on page 1 of this Agreement, and for no other purposes, including any business purposes, except as otherwise provided herein. Resident and Occupants must comply with the following:
  - a. Occupancy by more than one family is prohibited. Immediate relatives of Resident and Resident's spouse, if qualified as dependents of Resident by the federal government (including any department thereof, the "**Government**"), may be Occupants of the House. After the Lease Commencement Date, if another qualified dependent is to reside in the Home, the Resident must provide the name of the person to the Community Manager so that the person may be added to the list of Occupants on page 1.
  - b. Social visits are limited to thirty (30) days, except that social visits by anyone residing within a twenty (20) mile or sixty (60) minute commuting area of the Installation (whichever is longer) are limited to no more than two (2) days. Resident must register and obtain written approval from Community Manager for guests staying at the Home longer than thirty (30) days. For a live-in care provider staying in the Home, Resident and Community Manager must enter into a Live-in Care Addendum.
  - c. All Occupants, visitors, guests, relatives, and/or live-in care providers must be able to meet the Installation's access requirements. Resident must obtain appropriate Government approvals for foreign nationals.
  - d. Under Government policy, no sex offender (convicted and/or registered or required to be registered on a national or state sex offender registry) may reside in the Home without the express written approval of the commander of the Installation (the "**Installation Commander**"). If Resident or any Occupant becomes a convicted or registered sex offender or is required to register as a sex offender after the Lease Commencement Date, then Resident shall immediately take the actions required by Government regulations, including the submission of any required reports.
  - e. Resident, Occupants and guests will not commit any acts or use the Home or common areas in such a way as to (i) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs, or this Agreement; (ii) commit property damage; or (iii) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment, business or peace and quiet of any other resident, Owner or Community Manager and/or their employees, contractors, vendors or service providers, or other persons engaged in lawful activity in the area.
  - f. Resident or an adult Occupant may conduct a business in the Home of a type permitted by the Government under regulations governing the conduct of business activities in military family housing; provided that Resident obtains the written permission of Community Manager, which permission shall not be unreasonably withheld conditioned or delayed, and Resident executes a Home Based Business Addendum. Additional rules on home based businesses are provided in the RRG.
  - g. Resident, Occupants and guests will use, store and dispose of environmentally hazardous materials and waste in accordance with the RRG and Applicable Law.
  - h. Resident, Occupants and guests will comply at all times with any military standing orders of the Installation and Applicable Law.

Additional procedures and requirements governing Occupants, guests and permitted uses are provided in the RRG.

10. **Absence from the Home.** Resident shall notify Community Manager in writing of any extended absences from the Home. For purposes of this section, extended absence shall mean any absence of ten (10) days or longer. Resident shall make arrangements for a representative to have access to and take responsibility for the Home when Resident is absent and shall notify Community Manager of the name and contact information of such representative. Resident shall assume all liability for the representative's behavior. Owner and Community Manager shall not be responsible for any damages resulting from Resident's absence from the Home due to the negligence, recklessness and/or intentional misconduct of Resident or Resident's representative.

11. **Pets.** No pets are permitted in the Home at any time except by prior written consent given by Community Manager, which must be documented in a Pet Addendum signed by both parties. Keeping a pet for any duration without written consent from Community Manager, as documented in a signed Pet Addendum, will be considered a material breach of this Agreement.

Only certain types of animals may be kept as pets. Animals prohibited in the Home are listed in the RRG and the Pet Addendum. While dogs are permitted as pets, certain breeds are prohibited, as listed in the RRG and the Pet Addendum. Residents identified as owning and/or harboring a dog of one of the prohibited breeds will be immediately evicted without appeal.

Residents who have pets will be charged a pet deposit in accordance with the Pet Addendum. The pet deposit will be used by Owner as necessary for any cleaning and/or damage caused by the pet(s) which is found after Resident vacates the Home. If damages caused by the pet(s) exceed the amount of the pet deposit, then Resident will be responsible for the additional cost to repair the Home. If none or only some of the pet deposit is required for cleaning and repair, then Owner shall remit the balance of the pet deposit to Resident within fifteen (15) days after Resident vacates the Home.

In addition, any Resident that keeps a pet agrees to have the Home professionally treated for fleas and ticks prior to vacating, if necessary.

12. **Rules/Regulations and Applicable Law.** This Agreement shall be governed by the prevailing laws of the State in which the Home is located to the maximum extent that such applicable state law applies to the Home and the courts of such State have jurisdiction over the Home; any applicable local ordinances; all applicable federal statutes and regulations; and any applicable military rules, instructions and/or guidelines (collectively, the "**Applicable Law**").

13. **Parking.** Resident will operate and park all vehicles in accordance with guidelines stated in the RRG. All vehicles must be licensed and/or registered with current license plates. Unauthorized or illegally parked vehicles will be towed by Community Manager at Resident's expense. Owner and Community Manager assumes no responsibility or liability whatsoever for loss of or damage to any vehicle while parked in the Neighborhood, unless such damage was caused by the negligence or willful act of Owner, Community Manager or their representatives. Boats, trailers, and oversized vehicles are not permitted in the Neighborhood except for loading and offloading activities unless Community Manager has granted permission in writing. Further information on parking can be found in the RRG.

14. **Repairs and Alterations.** Resident will not alter or repair the interior, exterior or the structure of the Home in any way without express written consent of Community Manager, which must be documented in an Alteration Addendum to this Agreement.

Alteration includes, but is not limited to, painting, wallpaper, fixtures, modification of electrical appliances, or installation of telecommunication devices including satellite dishes and/or antennae. No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the Home may be repaired, altered, modified, installed or removed without express written consent of Community Manager. Resident is liable for the cost to restore any alterations or repairs made by Resident prior to move-out, unless Community Manager approves that the alteration may remain in place on the Home. Additional information on alterations and decorating, including holiday decorations, is provided in the RRG.

Owner and Community Manager are committed to the principles of fair housing. In accordance with Applicable Law including the Fair Housing Act, Owner and Community Manager will make reasonable accommodations to their rules, policies, practices or services and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Home. In the event that Resident requests any such accommodation/modification, Resident and Community Manager will sign an Alteration Addendum to this Agreement regarding the approval, payment of costs, and implementation of such accommodations or modifications, as well as restoration obligations, if any.

Resident shall be permitted to install cable, a satellite dish or other television equipment. Installation of a satellite dish or antenna requires Resident and Community Manager entering into a Satellite Dish Addendum to this Agreement. Resident shall be responsible for payment to the television service provider for any such equipment or service contracted by Resident.

15. **Maintenance.** Community Manager will maintain the streets and common areas in the Neighborhood and the structural, mechanical, electrical, sanitary, and plumbing structures within the Home including the Heating, Ventilating and Air Conditioning (“**HVAC**”) system in a clean, safe, and workable condition. Community Manager will provide complete year-round yard service outside of fenced areas. Community Manager will also provide complete year-round yard service inside of fenced areas, provided that there is reasonable access into fenced areas and such areas are cleaned and free of pets. Additional information on maintenance provided by Community Manager may be found in the RRG.

Resident shall maintain the Home in a neat, clean, safe and undamaged condition, in accordance with the RRG, and shall not cause unsafe or unsanitary conditions in common areas. Resident agrees to (a) dispose of all fireplace ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, ventilating, air conditioning facilities, if applicable, and appliances in a safe and reasonable manner; (c) keep all plumbing fixtures in the Home reasonably clean; and (d) not deface, damage, or otherwise harm any part of the Home, including that Resident will not deliberately or negligently destroy, deface, damage or remove any part of the Home or render any smoke detector or carbon monoxide detector inoperable. Additional details regarding Resident’s responsibilities for maintenance are provided in the RRG.

Preventing Community Manager from maintaining the grounds inside the fenced areas of the Home (because of structures, debris, unrestrained pets, etc.), or failing to maintain the grounds inside the fenced areas if Community Manager cannot access them, is a material breach of this Agreement. Community Manager may waive this requirement in certain circumstances including, but not limited to, deployment of Resident.

Any damage to glass on the Home or in any common area caused by Resident, Occupants or guests shall be paid by Resident.

As of the Lease Commencement Date, Owner will provide operating smoke detectors and, if required, carbon monoxide detectors, in accordance with Applicable Law. If any detector is battery operated, Owner shall provide new batteries on the Lease Commencement Date and thereafter, Resident shall be responsible for testing smoke detectors and carbon monoxide detectors on a monthly basis, and providing and replacing batteries during the Term. Resident’s failure to replace a defective batter will not be considered negligence on behalf of the Owner or Community Manager. Resident agrees to notify Community Manager in writing immediately if any detector needs repair or replacement and Community Manager will repair or replace the detector within fifteen (15) days after such notification. Resident, Occupant or guests shall not tamper with, or adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this provision is a material breach of this Agreement and shall entitle Owner to exercise all remedies available under Applicable Law.

Resident agrees to notify Community Manager immediately if any part of the Home needs maintenance or repair, except in cases of emergency, and in such cases, Resident shall notify Community Manager in the best way under the circumstances. Routine or urgent repairs shall be made during normal business hours within the timelines provided in the RRG. Emergency maintenance service is available at all hours, day or night, to handle service requests of a true emergency nature that cannot wait until normal business hours. If repairs are of an emergency nature, the repairs shall be responded to immediately and completed within one day, unless extraordinary circumstances delay completion. Work order classifications are more fully explained in the RRG.

Owner and Community Manager are not responsible for any inconvenience or loss caused by necessary repairs to the Home, the Neighborhood, appliances or any other equipment unless Owner, Community Manager, or any of their contractors or agents are responsible for the damage caused by their negligence or willful misconduct. Temporary suspension of services within the Home and in the Neighborhood is not a basis for ending this Agreement or abating Rent if Community Manager is actively effecting repairs.

16. **Damage to the Home.** If, by no fault of Resident or other Occupants, the Home is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Home totally or partially unfit for occupancy, either Community Manager or Resident may terminate this Agreement by giving the other written notice within fourteen (14) days after the date of such damage, which shall be effective retroactively to the date on which the Home became totally or partially unfit for occupancy.

If either party elects to terminate this Agreement due to damage to the Home that is not caused by Resident, Occupants, or guests, then Community Manager shall relocate the Resident in accordance with this Agreement. If Resident terminates this Agreement due to such damage, then, Resident shall not be subject to the Early Termination Fee noted below. Monthly Rent shall be abated as of the date the Home becomes totally or partially unfit for occupancy. The abated amount shall be the

current Monthly Rent prorated on a thirty (30) day period. If this Agreement is not terminated by either party and Resident remains in the Home, then Community Manager shall promptly repair the damage and Monthly Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Home.

If the damage to the Home which causes it to be unfit for occupancy is a result of a negligent, reckless or deliberate action of Resident, Occupant or guests, then either party shall have the right to terminate this Agreement, but no abatement of Monthly Rent shall be made prior to the termination date. Resident will be responsible for payment of the repair and damages to the Home caused by Resident, Occupant or guest. Failure to pay such amount(s) is a material breach or default of this Agreement.

17. **Waiver.** If Owner, Community Manager or Resident does not exercise any of its rights immediately, Owner, Community Manager or Resident may exercise these rights at a later date, provided it is within the Term or Renewal Term.
18. **Joint and Individual Liability.** If Resident comprises two military members, then each shall execute this Agreement as Resident and each shall be completely responsible for the performance of all obligations of Resident under this Agreement (including, but not limited to, any damage caused to the Home or Neighborhood by Residents, Occupants or guests), jointly with the other military member and individually, regardless of whether in possession or residence at the Home at the time of any incident giving rise to liability.
19. **Right to Relocate.** Community Manager reserves the right to relocate Resident due to (i) construction, renovations or demolition, or (ii) habitability conditions. Prior to Community Manager exercising such right, Community Manager will give Resident no less than a thirty (30) day advance written notice (sooner for habitability conditions, if appropriate) and Community Manager and Resident will enter into a Relocation Addendum.
  - a. For a relocation due to construction, renovation and/or demolition, Community Manager will attempt to offer Resident another home in the same Housing Category. If Resident accepts another home, then this Agreement will continue and be amended as necessary for the new home. If Community Manager cannot provide a home in the same Housing Category (or a home in another Housing Category if acceptable to Resident) or Resident declines to remain on the Installation, then Resident shall be responsible for securing housing outside the Installation and either party may terminate this Agreement. Whether Resident moves to another home or moves off of the Installation, the relocation will be at no cost to Resident.
  - b. If the Home becomes uninhabitable for any reason not caused by Resident, the Occupants or guests, then Community Manager may relocate Resident either temporarily or permanently. In either case, Owner shall be responsible for the cost of the relocation. If the relocation is temporary, then Resident can expect to move back into the Home. If the relocation is permanent, Community Manager will attempt to offer Resident another home in the same Housing Category. If Resident accepts another home, then this Agreement will continue and be amended as necessary for the new home. If Community Manager cannot provide a home in the same Housing Category (or a home in another Housing Category if acceptable to Resident) or Resident declines to remain on the Installation, then Resident shall be responsible for securing housing outside the Installation and Community Manager shall pay the cost of the relocation, whereupon this Agreement will be terminated.
  - c. If Resident or his/her Occupants or guests causes the Home to become uninhabitable, then Community Manager, in its sole discretion, may offer Resident another home. Whether Resident relocates to another home or has to move off of the Installation, Resident will be responsible for the relocation and will pay for relocation expenses, in addition to the cost to repair any habitability deficiencies that Resident, Occupants, or guests caused in the Home.
20. **Entry into the Home.** RESIDENT HEREBY AUTHORIZES OWNER, COMMUNITY MANAGER OR THEIR REPRESENTATIVE TO ENTER THE HOME, WITH OR WITHOUT RESIDENT PRESENT, FOR THE REASONS AND UNDER THE CONDITIONS DESCRIBED IN THIS SECTION.

Owner, Community Manager, their employees, agents and/or contractors may enter the Home immediately in case of an emergency or if emergency conditions are presumed to exist (risk of substantial damage to property, including animals, or risk of death, injury or illness to humans).

Owner, Community Manager, their employees, agents and/or contractors may enter the Home between the hours of 6:00am and 6:00pm upon forty-eight (48) hours advanced notice to Resident for the following reasons:

- a. When it is reasonably presumed that the Resident has abandoned or surrendered the Home without notice;
- b. To perform preventative maintenance;
- c. To ensure the Home is maintained and not in need of repair;
- d. To ensure that the Resident's use of the Home is in conformity with the provisions of this Agreement;



- e. To inspect the Home for problems or complaints involving a pet (unless the pet-related problem or complaint is considered an emergency situation, in which case it will be handled as described in the previous paragraph); and
- f. Any other purpose permitted by this Agreement or Applicable Law.

Owner, Community Manager, their employees, agents and/or contractors may enter the Home between the hours of 6:00 am and 6:00 pm on any day of the week, or at any other time as agreed-upon by Resident, to respond to Resident-requested items including, but not limited to, repairs, alterations, improvements, maintenance, services, pre-move out inspections or to address reported damage.

Except in the event of an emergency, maintenance technicians will not enter the Home with children less than 18 years of age present, unless an adult 18 years of age or older is also present. In addition, maintenance technicians will not enter the Home unless all pets are restrained or locked away from the area that requires maintenance. If Resident is not present at the time of entry, then the maintenance technician will leave a copy of the work order detailing the work completed. In all cases of entry by Owner or its agents, the Home will be left in the condition in which it was found.

Further, upon written notice by either party of its intent to terminate this Agreement, Community Manager may show the Home to prospective residents upon consent of the Resident and forty-eight (48) hours advance notice.

21. **Entry Devices.** All entry devices (access cards, codes, keys, garage door openers, etc.) issued to Resident for access to common areas, garages, units, the Home, etc. are the property of Owner and are to be utilized solely by and held in possession of Resident and authorized Occupants. These devices are subject to the provisions in the RRG and may be subject to additional rules and regulations as issued by Community Manager. If Resident provides an entry device to any person without first obtaining written permission from Community Manager, other than a key to Resident's Home, it shall constitute a material breach of this Agreement and Community Manager may terminate tenancy. Resident will incur a charge for the replacement of any entry device or the failure to return all entry devices at time of move out.
22. **Abandonment.** If Resident abandons the Home, the Community Manager will send a letter to the Resident's last known address. If a reply is not received within the timeframe set forth in the letter, the Community Manager shall regain possession of the Home and will re-rent the Home as soon as possible. RESIDENTS ABANDONING THEIR HOME SHALL BE HELD LIABLE FOR RENT UNTIL THE TERM HAS EXPIRED OR THE HOME IS RE-RENTED, WHICHEVER OCCURS FIRST. Any personal property left in the Home after Resident has vacated is considered abandoned and will be handled in accordance with Applicable Law.
23. **Assignment and Sublet.** Resident shall not sublet all or any part of the Home, or assign or transfer this Agreement or any interest in it. Any assignment, transfer or subletting of the Home or this Agreement by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Community Manager, terminate this Agreement.
24. **Breach by Resident.** Each obligation of this Agreement is material and violation of any obligation or misrepresentation of any information is a breach of the Agreement. Community Manager may, at its option, enforce the performance of this Agreement and/or may give written notice to Resident of its election to terminate the Agreement.

If Resident does not pay Rent when due, then Owner may give Resident written notice demanding payment. If Rent is not paid within the time period specified in the notice (but not less than three (3) days after receipt of the notice), then Owner or Community Manager may take any or all actions regarding collections as stated in the RRG. Owner or Community Manager may employ an attorney or collection agency to obtain the overdue Rent, or Owner or Community Manager may terminate this Agreement. If Owner or Community Manager employs an attorney or collection agency, Resident must pay the fees and costs of that attorney or collection agency.

If Resident fails to comply with any of the non-monetary terms of this Agreement, including damaging the Home or violating any of the rules and regulations contained in the RRG, or other restrictions, Community Manager will give Resident written notice ("**Notice of Violation/Breach**") of the violation/breach. If the damage is not repaired or the violation/breach is not corrected within the time period specified in the Notice of Violation/Breach from receipt of the notice, Community Manager may correct the violation/breach or damage and charge the cost to Resident and/or give Resident a three (3) day notice to terminate the Agreement ("**Notice of Termination of Tenancy**") unless the violation/breach is remedied by Resident within that time. Notice is hereby given that Resident is responsible for paying any fines, penalties, or other assessments charged because of Resident's failure to comply with the terms of the Agreement.

If the breach of this Agreement is due to Resident's, Occupants' and/or guests' use of the Home for unlawful purposes, or if Resident, Occupants or guests cause or threaten to cause injury to any person, Community Manager may terminate this

Agreement. Resident's eviction by a court or other breach of this Agreement or Community Manager's service of a Notice of Termination of Tenancy on Resident shall not release Resident from liability for payment of any Rent owed.

Neither Owner or Community Manager nor Resident shall forfeit or waive any existing or future right or remedy by pursuing a lawsuit.

25. **Security.** Resident acknowledges that neither Owner nor Community Manager has made any written or oral representations concerning safety of the Neighborhood or the effectiveness/operability of any security devices or security measures.

Resident acknowledges that Owner and Community Manager do not warrant or guaranty the safety or security of Residents, Occupants, and their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

26. **Estoppel Certification.** Resident agrees that upon not less than fifteen (15) days prior written request by Community Manager, Resident will execute a statement in writing certifying to the best of Resident's knowledge that: (a) this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and setting forth such modifications); (b) the Rent and other sums payable hereunder have been paid; (c) there is no existing default under this Agreement or specifying each such default of which the Resident may have knowledge; and (d) Resident does not have any actual or pending claim against Owner or Community Manager; provided that all of those statements are true at the time of the request.

27. **Hold Harmless.** UNLESS THE INJURY OR DAMAGE IS DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR COMMUNITY MANAGER OR THEIR AGENTS AND/OR REPRESENTATIVES, OWNER, COMMUNITY MANAGER AND/OR THEIR AGENTS AND/OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INJURY TO ANY PERSON OR DAMAGE OR LOSS TO ANY PERSONAL PROPERTY OF RESIDENT, ANY OCCUPANT, GUEST OR INVITEE FROM THEFT, VANDALISM, FIRE, WATER DAMAGE, SMOKE, OWNER OR COMMUNITY MANAGER SUPPLIED APPLIANCES, OPERATING SYSTEMS, INTERRUPTION OF UTILITY SERVICES, OR OTHER CAUSE NOT UNDER THE CONTROL OF OWNER OR COMMUNITY MANAGER OR THEIR AGENTS AND/OR REPRESENTATIVES.

If for any reason Owner or Community Manager or their agents and/or representatives agree to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access to the Home, Resident specifically agrees to hold Owner and/or Community Manager harmless from all liability in connection with such services, provided any loss to Resident was not caused by the negligence or willful misconduct of Owner, Community Manager or their agents and/or representatives.

Owner and Community Manager, or their agents and/or representatives, shall not be liable to Resident for any lack of access to the Home, the Neighborhood, or any other land under the control of the Government when that lack of access is not caused by Owner, Community Manager or their agents and/or representatives.

28. **Delivery of Home.** Community Manager will make a good faith effort to make the Home available to Resident on the Lease Commencement Date. If any delay does occur, Monthly Rent will not be due until the Home is available for occupancy by Resident. Either party may terminate this Agreement by written notice to the other if the Home is not available within thirty (30) days after the Lease Commencement Date, and any payments or deposits made by Resident under this Agreement will be refunded by Owner within ten (10) days of the termination.

29. **Resident's Obligations Upon Vacating the Home.** Resident has certain obligations prior to termination of this Agreement and vacating the Home. The obligations include:

- a. Resident shall (i) give Community Manager all entry devices to the Home and any common areas; (ii) vacate and surrender the Home to Community Manager, empty of all persons and personal belongings; (iii) vacate any and all parking and/or storage space; (iv) clean and deliver the Home to Community Manager in a surface clean condition, following the cleaning requirements for move-out contained in the RRG; (v) remove all debris; and (vi) give written notice to Community Manager of Resident's forwarding address.

- b. If Resident had an authorized pet(s) at any time during residency in the Home, Resident must have the Home professionally treated for fleas and ticks at Resident's expense prior to vacating the Home, if necessary. Proof of treatment must be provided to Community Manager.
  - c. Any alterations made to the Home by Resident (including painting and wallpapering) must be restored to its original condition, unless Community Manager has given written approval for the alteration to remain in place. All alterations/improvements left by Resident at termination and that are made by or caused to be made by Resident, without Community Manager's consent, shall be deemed abandoned and may be disposed of or retained by Community Manager upon termination in accordance with Applicable Law. Owner may charge Resident for restoration of the Home to the condition it was in prior to any alterations/improvements by Resident unless Community Manager approved in writing for the alteration to remain.
  - d. Resident shall schedule a pre-move out inspection to be performed by the Community Manager no less than fourteen (14) days before Resident vacates the Home. At Resident's option, Resident may attend such pre-move out inspection. The Community Manager will inform Resident in writing of any potential move-out charges that may be assessed. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement and Applicable Law. Deficiencies identified in the pre-move out inspection and not remedied by Resident will be remedied by Community Manager and the cost of the remedies will be the responsibility of Resident. Should the Resident not schedule a pre-move out inspection, the Community Manager shall not forfeit any rights to recover damages.
  - e. Community Manager shall perform a final move out inspection at the time Resident vacates the Home. Resident or a Resident appointed representative with power of attorney must attend such final move out inspection. Community Manager will provide a copy of the inspection form Resident. If the Home is clean with no damages, then Resident will not be charged a cleaning fee. If the Home is not properly cleaned to a surface clean condition as stated in the RRG, then Resident will be charged a cleaning fee. Resident will also be assessed charges for any damages to the Home, except ordinary wear and tear. If Resident or Resident representative with power of attorney does not schedule and attend an inspection of the Home, Resident will accept Community Manager's assessment of damages as stated in the inspection form.
  - f. Resident must pay all monies due to Owner, including any costs for damages to the Home, at or before the time of move-out, or make payment arrangements with Community Manager by the final day of occupancy.
  - g. Move-out procedures are further specified in the RRG.
30. **Termination by Resident Prior to Expiration of Term.**
- a. Resident shall have the right to terminate this Agreement if he/she: (i) retires, (ii) is released from active duty, (iii) is transferred via permanent change-of-station (PCS) beyond a twenty-five (25) mile radius of the Installation, (iv) receives orders for deployment for ninety (90) days or longer, or (v) is ordered to occupy public quarters. In such cases, Resident will furnish Community Manager a copy of his/her official orders not less than thirty (30) days before such termination date, unless such notification cannot be made at no fault of Resident (i.e. short notice assignment).
  - b. This Agreement may also terminate on Resident's death, at the option of the surviving non-military spouse or other immediate adult family member residing in the Home at the time of death of Resident (collectively, the "**Survivor**"), as provided in subparagraph (f) below.
  - c. Notwithstanding the above, Resident and/or Resident's dependents shall have the right to terminate this Agreement as provided in the Servicemembers' Civil Relief Act, as amended from time to time.
  - d. In order to terminate this Agreement pursuant to the preceding subparagraphs (a), (b), or (c), Resident (or, in the case of death, the Survivor or personal representative of the estate) shall provide Community Manager a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Community Manager under special circumstances, and will be waived if such notification cannot be made at no fault of Resident (i.e. short notice assignment). In the case of a short notice assignment, Resident must provide Community Manager with a copy of his/her orders within 48 hours of Resident's receipt of such orders.
  - e. If Resident terminates this Agreement early under the preceding subparagraphs (a), (b), or (c), then Resident will not be assessed an Early Termination Fee (as defined below). However, Resident is still responsible to move out of the Home in accordance with the terms of this Agreement and the RRG.

- f. In the case of Resident's death, the Survivor shall have the right to elect to either terminate this Agreement as set forth above or remain in the Home under this Agreement for a maximum period of twelve (12) months from the month of Resident's death, with Rent paid directly to Owner in an amount equal to that paid by Resident at the time of death. If the Survivor chooses to remain in the Home as provided above, Community Manager and the Survivor will execute any necessary documentation.
- g. If Resident terminates this Agreement prior to the Lease Expiration Date for any reason not specified in this Agreement, Resident must provide notice to Community Manager at least thirty (30) days prior to such termination. Resident will be required to pay an early termination fee equal to one month's Monthly Rent (the "**Early Termination Fee**"), together with any outstanding Additional Rent or other amounts owed to Owner as of the date of termination. Resident shall not be required to pay the amount of Monthly Rent owed for the remainder of the Term. The RRG contains additional details on the move out process.

31. **Termination by Owner Prior to Expiration of Term.**

- a. If Resident or Resident's family member is debarred from the Installation by the Installation Commander in his/her sole discretion in accordance with the authority provided in 18 U.S.C. § 1382, and the debarment voids Resident's eligibility, then Resident shall vacate the Home and remove all personal property from the Home no later than thirty (30) days from the date of the loss of eligibility. It shall then be lawful for Owner and/or Community Manager to enter into the Home, and again have, repossess, and enjoy the same as if this Agreement had not been made, and thereupon this Agreement shall terminate. However, Owner shall have the right of action for arrears of rent or breach of covenant. The commencement of a proceeding or suit in forcible entry and detainer or ejectment after any loss of eligibility by Resident due to debarment shall be equivalent in every respect to actual entry by Owner.
- b. Community Manager may, at its sole discretion and after providing thirty (30) days' prior written notice to Resident, terminate this Agreement because of construction, renovation, demolition or habitability issues affecting the Home. If Community Manager terminates for any of these reasons, Community Manager shall provide for Resident's relocation in accordance with this Agreement.
- c. Community Manager may terminate this Agreement if Resident is in default under any of the covenants, terms or conditions of the Agreement, including the rules and regulations contained in the RRG, if Community Manager has given Resident written notice of the default and allowed reasonable time for a cure.
- d. In addition, Community Manager may terminate this Agreement for the following reasons:
  - (i) Misuse or illegal use of the Home, or conduct of Resident, Occupants and/or guests which is detrimental to Neighborhood safety and health; use of the Home for commercial transactions not permitted in advance in writing by Community Manager;
  - (ii) Unacceptable care of or damage to the Home;
  - (iii) When Resident, in the act of apparent abandonment or as a result of voluntary action, ceases to reside personally in the Home; or
  - (iv) If the Government determines that Resident is no longer eligible for housing.

Notwithstanding the above, if Resident is no longer eligible for housing due to Resident or other Occupant being denied eligibility by the Installation Commander due to sex offender status, then Community Manager shall terminate this Agreement.

32. **Insurance.** Owner shall maintain insurance that covers the Home and contents provided by Owner. Resident acknowledges that neither Owner nor the Government has any liability whatsoever for any loss or damage to Resident's personal property or leasehold improvements. Resident may have rights and remedies under the Military Personnel and Civilian Employees Claims Act, also known as the Personnel Claims Act ("**PCA**"). Resident should contact the Installation's legal office for additional information regarding the PCA.

Owner shall make renter's insurance available to Resident. Resident must apply through Owner for such coverage and will be insured upon acceptance for coverage by Owner's insurer at no additional cost to Resident. Resident shall not be unreasonably refused insurance coverage. The insurance policy shall be a Two Hundred Fifty Dollar (\$250) deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than Twenty Thousand Dollars (\$20,000) per eligible Resident and his/her family.

The policy shall cover personal property in the Home including, without limitation, any property removable by Resident under the provisions of this Agreement and all leasehold improvements installed in the Home by or on behalf of the Resident, against loss or damage caused by the following: theft; fire or lightning; windstorm or hail; explosion, riot or civil commotion;

aircraft or vehicle damage; smoke damage; vandalism or malicious mischief; loss breakage; glass breakage; falling objects; damage caused by weight of ice, snow or sleet; water damage from an accidental discharge from plumbing or HVAC system; sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC system, fire prevention or sprinkler system or an appliance for heating water; freezing damage to plumbing, HVAC system or household appliances; and electrical surge damage. The policy shall provide One Hundred Thousand Dollars (\$100,000) in liability coverage for Resident and his or her family. Owner shall not be responsible for paying the deductible or providing supplemental coverage or costs for coverage provided by a different policy. Resident shall pay the Two Hundred Fifty Dollar (\$250) deductible, if required, to Owner's insurer at the time of a claim.

Resident is encouraged to carry additional renter's insurance for perils not covered (e.g. flooding) and for high value personal property. Waterbeds and aquariums in excess of thirty-five (35) gallons are not permitted without providing Owner with a valid water damage insurance policy.

33. **Weapons and Ammunition.** The possession of personal firearms, government-owned arms, ammunition and any other weapons must be in accordance with Applicable Law and in compliance with the Installations' Weapons and Firearms registration requirements.
34. **Resident Consent to Relocate.** In addition to any relocation pursuant to this Agreement or any Relocation Addendum, Resident consents to comply with the following relocations, if applicable:
  - a. The Installation Commander may require a Resident residing in a severable housing unit to be relocated to non-severable or designated historical housing unit. The Resident shall not pay any costs for such relocation. If Resident accepts and occupies a Home designated as a severable unit, Resident shall sign a Severable Unit Addendum at the time of execution of this Agreement to further document consent. If Resident is relocated to an historic home, he/she shall sign an Historic Home Addendum.
  - b. If Resident accepts and occupies a Home with special accessibility or readily adaptable features, and Resident and Occupants do not require such features, then Resident agrees to relocate to another home at any time if Community Manager notifies Resident that the Home is needed to accommodate another resident with a special accessibility requirement. Resident's relocation will be at Owner's expense. Resident and Community Manager shall sign an Accessible/Adaptable Unit Relocation Addendum acknowledging this consent at the time this Agreement is executed.
35. **Change in Resident's Status.** Resident shall notify Community Manager within thirty (30) days of a change in housing eligibility status (e.g. changes in the number of dependents, divorce or separation). If Resident's dependent or marital status changes in such a manner so as to result in ineligibility for family housing or if Resident is barred from the Installation or discharged from military service, then this Agreement shall terminate no more than thirty (30) days following such change in status.

Resident may request a move to a Home in another Housing Category: (i) for the Resident's military pay grade in the event of promotion or demotion, or (ii) if the Resident's bedroom qualification changes. In either case, the move would be voluntary and at the Resident's expense.

- a. If any change of status or condition causes Resident to lose housing eligibility and Resident desires to remain in the Home, then Resident must submit a request for retention of the Home to the Government housing office within fifteen (15) days of the change in status. The Installation Commander may approve or deny the retention request. If the Installation Commander approves, Resident must then submit the request for retention of the Home to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Installation Commander or the Community Manager, then Resident and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:
  - i. The determination of Rent shall be in accordance with this Agreement.
  - ii. If Resident is still receiving BAH, then Monthly Rent shall continue to be paid by allotment. If Resident is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.
  - iii. All other terms and conditions of this Agreement shall remain in full force and effect.
- b. If any change of status or condition of Resident would cause Resident to vacate but a non-eligible adult Occupant desires to remain in the Home, then Resident must submit a request for such Occupant to retain the Home to the Government housing office within fifteen (15) days of the change in Resident's status. The Installation Commander may approve or deny the retention request. If the Installation Commander approves, Resident must then submit the request for retention

of the Home by the non-qualified Occupant to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Installation Commander or the Community Manager, then Resident and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- i. The amount of Monthly Rent will be the same amount that Resident was paying at the time of the change of status or condition that caused Resident to vacate, subject to adjustment in accordance with this Agreement.
- ii. All Rent will be paid by the adult Occupant directly to Owner when due.
- iii. All other terms and conditions of this Agreement shall remain in full force and effect.

36. **Installation Commander's Rights Not Impaired.** Resident acknowledges that the Home is located on an active military installation and that the Home and all surrounding areas, as well as the Resident, all Occupants, personal property, and guests of the Resident or Occupants are subject to the Installation Commander's rights, privileges and authorities. Nothing contained in this Agreement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander as established in law, regulation, military custom, or elsewhere. The Installation Commander has the inherent authority and obligation to ensure good order and discipline on the Installation. The Military Rules of Evidence recognize the power of the Installation Commander to authorize searches of military property and property situated on a military installation.

All of the Installation (including, without limitation, the Home, occupants of the Home, their guests, and the personal property of the occupants and their guests) is under military control and is subject to the Installation Commander's authority. The authorities of the Installation Commander include, but are not limited to, the following:

- The authority to provide force protection and police protection services and firefighting a fire protection services in accordance with 10 U.S.C. §2872a at levels deemed appropriate by the Government for privatized housing on the Installation.
- The authority to promulgate and enforce security regulations and restrict public access to the Installation, to include regulations delineating parameters for authorized entry to or exit from the Installation, pursuant to 50 U.S.C. §797.
- The authority to conduct background checks on contractor employees, privatized housing employees, and privatized housing applicants and residents.
- The authority to bar individuals, to include individuals residing in any privatized housing unit from the Installation pursuant to 18 U.S.C. §1382 and Department of Defense Instruction 5200.8.
- The authority to conduct inspections or searches of individuals entering, leaving, or present on the Installation pursuant to Military Rule of Evidence 314, 10 U.S.C. §802 et seq. and 50 U.S.C. §797.
- The authority to issue search authorizations based on probable cause on the Installation pursuant to Military Rule of Evidence 315, 10 U.S.C. §802 et seq. and 50 U.S.C. §797.
- The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installation in accordance with 50 U.S.C. §797 and Department of Defense Instruction 5200.8.
- The authority to exercise emergency health powers on the Installation pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.
- The authority to (i) establish procedures for the mandatory disclosure of information regarding sex offender status from privatized housing applicants, residents and other occupants; (ii) approve or disapprove applications from persons seeking to rent privatized housing when either an applicant or another prospective occupant of the unit is a convicted or registered sex offender, or is required to register as a sex offender; and (iii) issue barment orders to anyone living in a privatized housing unit or to any visitor pursuant to Installation policy.

Any references to statutes, directives, regulations, or instructions set forth above shall be deemed to refer to both those authorities in effect as of the date of this Agreement and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

37. **Perimeter Soil.** Chlordane and other pesticides may be present within a two (2) foot perimeter of the Home and other buildings (i.e. garages and sheds). Resident, Occupants and guests agree not to disturb the soil in this area.
38. **Mold.** Resident acknowledges that to avoid mold growth, it is important to prevent excessive moisture and buildup. Resident agrees to remove visible moisture accumulation as soon as it occurs and to immediately report to Community Manager any evidence of excess moisture, mold or mildew inside the Home. Further details regarding Mold and Mildew are contained in the RRG.

39. **Rental Act Protective Provisions.** Owner shall comply with all of the protective provisions of the Rental Act, including the provisions for (i.) victim protection – nondiscrimination, (ii.) victim protection – change locks, and (iii.) early termination of rental agreement by victims of domestic violence, sexual assault or stalking.
40. **Dispute Resolution.** This Agreement is an agreement only between Resident and Owner, and is not an agreement between Resident and any Government entity. Resident and Owner agree to resolve any differences between themselves informally to the best of their ability. If Resident has a particular dispute pertaining to the Home that Owner or Community Manager has not resolved to Resident’s satisfaction, then Resident will follow the dispute resolution procedures specified in the RRG. If Owner and Resident still cannot resolve the dispute after completing the dispute resolution procedures, then Resident may seek legal advice and/or resolve the dispute in accordance with the laws of the State in which the Home is located. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs reimbursed by the non-prevailing party as permitted by Applicable Law.
41. **Notices.** All notices under this Agreement must be in writing. Resident shall send notices to Owner and/or Community Manager at the following address:

Corvias Management – AF, LLC  
1500 Vermont Garrison Street  
Seymour Johnson AFB, NC 27531

Owner and/or Community Manager shall send notices to Resident at the Home. Delivery of a notice to the Resident or any adult Occupant is notice to all Residents and Occupants of the Home. If Community Manager cannot deliver a notice to the Resident or any adult Occupant, Community Manager may post the notice in a conspicuous place on the Home. The notice will be deemed received when delivered or posted on the Home.

42. **Change in Ownership/Subordination.** This Agreement and Resident’s rights under this Agreement are subordinate to all existing and any future financing, loans or leases on the Home or land.
43. **Business Days.** References to “business days” shall mean Monday through Friday, excluding federal holidays. References to “days” mean calendar days.
44. **Severability.** If one or more of the paragraphs of this Agreement are determined to be invalid, the remainder of the Agreement will remain in full force and effect. If any provision of this Agreement is determined to be in contravention of any Applicable Law, such provision shall be automatically amended to the smallest extent possible to make such provision comply with such Applicable Law and regardless of any such modification, this Agreement shall remain in full force and effect.
45. **Resident Responsibility Guide.** The RRG contains general information about housing on the Installation, maintenance procedures and other housing and community policies. The provisions of the RRG are incorporated into this Agreement by reference. The RRG can be found at [www.AirForce.CorviasMilitaryLiving.com](http://www.AirForce.CorviasMilitaryLiving.com). Resident acknowledges either that (i) Resident has access to the website to view the RRG or (ii) Community Manager has provided Resident a hard copy of the RRG in effect as of the date of this Agreement. Additional hard copies of the RRG are available at the Community Manager’s office on the Installation and will be provided to Resident upon request.

The RRG shall be enforced uniformly against all residents without discrimination. Resident agrees to comply with all occupancy rules and regulations contained in the RRG whether now in effect or subsequently issued by Community Manager. Violation of the occupancy rules and regulations contained in the RRG may be considered a violation of this Agreement.

46. **Amendments and Controlling Documents.** The first page of this Agreement, the T&C and any addenda may only be amended by a written document signed by both parties.

Notwithstanding the foregoing, the RRG may be updated or amended at any time by Owner or Community Manager without consent of Resident, but no such update or amendment shall contradict a provision in these T&C or any addendum in a material or adverse way or place any new, material adverse condition or obligation on Resident. For purposes of this paragraph, a material or adverse condition or obligation would impose such a cost in effort, time or money to the Resident that the Resident’s consent is warranted.

Any changes to the RRG shall be effective only after thirty (30) days notice of such changes is given to Resident. Such notice may be in the form of email communications, newsletters or other means.

In the event of a conflict between any provision within these T&C and any addendum, the provisions of the addendum shall, in all respects, govern and control. In the event of any ambiguity, conflict, inconsistency, or incongruity between the

provisions or references of these T&C and the RRG or any other exhibits or attachments, then the provisions of these T&C shall, in all respects, govern and control. In the event of a conflict between any provision within these T&C or an addendum and any amendment to these T&C or an addendum, the terms of the amendment shall govern and control. In the event of a conflict between this Agreement and Applicable Law, Applicable Law shall govern and control.

***[End of Terms & Conditions to Agreement]***