

**THIS LEASE AGREEMENT** (“Lease Agreement”) is made on the “Lease Agreement Date” listed on Page 1 Number 1, between Hunt Southern Group, LLC, owner of the subject Premises (the “Owner”), and the party or parties referenced and who signed as Resident on Page 1 Number 2 of this Lease Agreement (referred to as “Resident”, whether one or more). The provisions of this Lease Agreement include the provisions of a separate Community Handbook dated as shown on Page 1 of this Lease Agreement and the provisions of any addenda to this Lease Agreement executed by the parties.

**THE PARTIES AGREE AS FOLLOWS:**

1. **Parties to Lease Agreement.** Subject to the terms and conditions of this Lease Agreement, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1 Number 6 of this Lease Agreement. The property is managed by Hunt MH Property Management, LLC (“HMHPM”), whose address and phone numbers are specified on Page 1. HMHPM is authorized to manage the Premises on behalf of Owner and to receive rents, execute leases, enforce leases, and give and accept notices, demands and service of process on behalf of, and as Agent of Owner.
2. **Premises.** The property to be rented is located on the military installation specified on the Page 1 header (the “Installation”), in the neighborhood specified on Page 1 Number 5 (the “Neighborhood”), at the address specified on Page 1 Number 6 (the “Premises”), and includes the housing unit and front and back yards, and may include a garage, driveway, designated parking, and/or a carport, as applicable, plus any outside storage located in the yard.
3. **Term/Automatic Renewal.** This Lease Agreement shall be for a term of twelve (12) months, and shall begin on the Lease Commencement Date specified on Page 1 Number 4a and terminate on the Lease Expiration Date specified on Page 1 Number 4b (the “Term”).

After expiration of the Term, this Lease Agreement will automatically continue on a month-to-month tenancy if the Lease Agreement has not been terminated by either party or the parties have not renewed the Lease Agreement for another Term. Either party may terminate the month-to-month tenancy by providing written notice at least thirty (30) days before the end of the Term. Either party may end or renew this Lease Agreement at the end of the original Term by a thirty (30) day written notice to the other party.

Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue the Lease on a month-to-month basis. It is specifically understood that upon expiration of the Lease Agreement Term, Owner has no obligation to offer Resident a renewal on any term or condition and may demand return of the Premises without cause or reason.

Should this Lease Agreement create a month-to-month tenancy, the Lease Expiration Date shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party. Resident acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Owner may require the execution of a new lease agreement for a month-to-month tenancy.

4. **Rent.** The Monthly Rent payment (the “Monthly Rent”) shall be the amount shown on Page 1, Number 7. Monthly Rent is due in full in advance no later than the first day of each month. Payment is due in the Management Office and should be made payable to “Hunt Southern Group, LLC.” In the event that the Commencement of this Lease Agreement is a date other than the first day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the Monthly Rent and shall be due upon execution of this Lease Agreement.

Monthly Rent includes the utilities provided by Owner pursuant to Section 7. All other utilities/services are at Resident’s own expense.

Payment for electric and/or gas utilities (when applicable) and any charges or fees incurred as provided in Section 5 and/or itemized in the Community Handbook (“Additional Rent”, which together with Monthly Rent is referred to as “Rent”) shall be made directly to Owner. Rent will be paid by personal check, certified check, cashier’s check, electronic funds transfer (EFT), money order, or bank allotment.

When a check is provided as payment for Rent and/or Other Charges and Deposits, the check will be converted into an electronic transaction and processed through the Automated Clearing House (ACH) network. The receipt of the check will authorize Owner to electronically debit the bank account on which the check was written. The check can clear as early as the day it is scanned and will not be received back from the financial institution.

5. **Late Fees, Returned Checks Charges and Deposits.** If any Monthly Rent is not paid by the fifth (5<sup>th</sup>) day of the month, Resident must pay a late fee of \$50.00 which is deemed Additional Rent.

Resident will, within fifteen (15) days notice of a dishonored check, pay a returned check fee of \$35.00, plus any late fees, if applicable, which are deemed Additional Rent. If at any time during the Term, two (2) of Resident's checks have been returned to Owner by the bank, all future payments must be paid by allotment, cashier's check, certified check or money order only.

Acceptance of any late or partial Monthly Rent or waiver of any Additional Rent is not a waiver of Owner's right to enforce other terms of the Lease Agreement.

Upon execution of this Lease Agreement, Resident has paid a Security Deposit (the "Deposit") as shown on Page 1, Number 10.

The Deposit is collected to assure Resident's compliance with the terms and conditions of this Lease Agreement. The Deposit shall be held, applied, and refunded as provided herein consistent with state/local law. Resident acknowledges that the Deposit is not the "last month's rent" and cannot be applied by Resident towards Rent. If any portion of the Deposit is retained by Owner, written notice to Resident detailing such retention shall be provided as mandated by state/local law. If the Premises is rented by more than one Resident, then each Resident agrees that they will divide any refund among themselves. It is specifically understood that any Deposit applied by Owner towards Rent, damages, or other charges does not constitute a limit to Owner's legal rights to all such sums due.

6. **Condition of Premises upon Commencement Date.** Resident has examined the Premises and is satisfied with its physical condition, order, and repair. Resident accepts the Premises "as is" as of the Lease Commencement Date specified on Page 1 Number 4a. Owner has inspected and inventoried the Premises and provided Resident with a Move-In/Move-Out Unit Inspection and Inventory Report (the "Inspection Report"). Within five (5) days of Lease Commencement Date, or upon occupancy by Resident, Resident shall complete and return to Owner the Inspection Report detailing any deficiencies noted with the Premises. Owner and Resident will sign the Inspection Report and Owner will provide a copy to Resident. If Resident does not return the Inspection Report to Owner, Resident accepts the Premises without exception. Any additional damage or deficiency noted by Owner at move-out will be charged to Resident.
7. **Services and Utilities.** Owner shall be responsible for the payment of the following utilities at all times during the Term of this Lease Agreement: water, sewer, trash collection and recycling. Owner shall be responsible for the payment of gas and electricity unless the Premises is individually metered. If the Premises is individually metered, then Resident shall be responsible for the payment of gas and electricity.

Resident shall be responsible for the payment of telephone, cable, internet, or any other services directly contracted by Resident with a service provider. Resident acknowledges that interruptions in the delivery of utilities do occur and Owner 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.

8. **Occupancy and Permitted Use.** Resident will use the Premises as a residence for Resident and the Other Occupants (the "Occupants") listed on Page 1 Numbers 2 and 3, except as otherwise provided herein. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. Resident acknowledges that the residence is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, including any business purposes, except as otherwise provided herein. Occupancy by more than one family is prohibited. Procedures and requirements governing Occupants and permitted use are further specified in the Community Handbook.

- a. Resident, Occupants, and guests will not commit any acts or use the Premises 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; (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, HMHPM staff, contractors or other persons engaged in lawful activity in the area.
  - b. After the Lease Commencement Date, if another person comes to reside in the Premises, the Resident must provide the name of the person to the Owner to be added as a Resident or to the list of Occupants. If the new person is over the age of eighteen (18) and does not have unrestricted and unsupervised base access, then the new Resident must be able to meet the Installation's access requirements and HMHPM's screening criteria and be added to the Lease Agreement.
  - c. 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) is limited to no more than two (2) days. Resident must register and obtain written approval from Owner for guests staying at the Premises longer than thirty (30) days. For a live-in care provider staying more than twenty-one (21) days in the Premises, Resident and the care provider will enter into an addendum with Owner and must be able to meet HMHPM's screening criteria. Visits by relatives of the Resident are discussed in the Community Handbook. All visitors, guests, relatives and/or live-in care providers must be able to meet the Installation's access requirements.
  - d. Resident may conduct a business in the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing; provided that Resident obtains the written permission of Owner, which permission shall not be unreasonably withheld, and executes a Home Based Business Addendum. Residents conducting a residential business (e.g. child care) will also be required to comply with appropriate city, county, state or federal agency, office or department standards and are subject to inspection by the Government or any of these agencies. Owner's granting of permission is not a warranty that the Premises is suitable for the conduct of Resident's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions shall be made to accommodate Resident's business. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold Owner harmless for any failures to obtain the necessary permissions and/or licenses and for any damages to the Premises or to third parties arising from the conduct of Resident's business. Additional rules on home based businesses are provided in the Community Handbook.
  - e. Under Government policy, no sex offender (according to a conviction and/or registered or required to be registered on a national or state sex offender registry) may reside in the Premises without the express written approval of the Installation Commander. If Resident or any Occupant becomes a convicted or registered 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.
  - f. Resident, Occupants and guests will use, store and dispose of environmentally hazardous materials/waste in accordance with the Community Handbook.
  - g. Resident, Occupants and guests will comply at all times with any military standing orders of the Installation and applicable laws and ordinances of the State and City in which the Premises is located.
9. **Absence from Premises.** Resident shall notify HMHPM in writing of any absences from the Premises in excess of fourteen (14) consecutive days. Resident shall make arrangements for a representative to have access to and take responsibility for the Premises and shall notify Owner of the name and contact information of such representative. Resident shall assume all liability for the representative's behavior. Owner shall not be responsible for any damages resulting from Resident's absence from the Premises due to Resident's negligence, recklessness and/or intentional conduct. Additional provisions regarding absence from the Premises can be found in the Community Handbook.

10. **Pets.** No pets are permitted in the Premises at any time except by prior written consent given by Owner in a Pet Addendum signed by both parties. A maximum of two (2) authorized pet mammals may be permitted with Owner's consent. Keeping a pet for any duration without written consent from Owner or a signed Pet Addendum will be considered a material breach of the Lease Agreement.

A refundable pet deposit will be required, which will be used by Owner as necessary for any cleaning and/or damages caused by the pet(s) after Resident vacates the Premises. If damages caused by the pet(s) exceed the amount of the pet deposit, then Resident will be responsible for the additional cost to remedy the Premises. 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 thirty (30) days after Resident vacates the Premises.

Only certain types of animals may be kept as pets:

- a. The following breeds of dogs (and dogs that have any of the following breed lineage) are deemed aggressive or potentially aggressive and will not be permitted to be boarded in the Premises or allowed in the Neighborhood: Pit Bulls, Rottweilers, Chow Chows, Doberman Pinschers, Siberian Huskies, Perro de Presa Canario, and wolf hybrids.
- b. Exotic animals are prohibited, including, but not limited to: monkeys, pot-bellied pigs, hedgehogs, skunks, raccoons, squirrels, ferrets, rodents (including mice and rats but excluding hamsters, gerbils and guinea pigs).
- c. Reptiles, arachnids and insects are prohibited.
- d. Farm, ranch, and wild animals are prohibited.
- e. Caged birds, fish and authorized rodents (hamsters, gerbils and guinea pigs) in cages may be boarded in the Premises in addition to the two authorized pets, and do not require a Pet Addendum or pet deposit.

Residents are responsible for informing guests that guests' pets are not allowed in the Premises or common areas. Residents will not be permitted to use the Premises to care for pets belonging to other persons without the written consent of Owner. Additional information on the pet policies and pet care is provided in the Community Handbook.

11. **Community Handbook and Rules/Regulations.** Resident acknowledges receipt of the Community Handbook in effect as of the date of this Lease Agreement, the provisions of which are incorporated into this Lease Agreement. Resident agrees to comply with all occupancy rules and regulations contained in the Community Handbook whether now in effect or subsequently issued by Owner. Violation of the occupancy rules and regulations contained within the Community Handbook may be considered a violation of this Lease Agreement. Owner will provide thirty (30) day advance notice to Resident of a revision to the Community Handbook and then deliver the revised Community Handbook to Resident.
12. **Parking.** Resident will operate and park all vehicles in accordance with guidelines stated in the Community Handbook. All vehicles must be licensed with current license plates and must be in operating condition. Unauthorized or illegally parked vehicles will be towed by Owner at Resident's expense. Owner assumes no responsibility or liability whatsoever for loss of or damage to any vehicle while parked in the Neighborhood. Boats, trailers, and oversized vehicles are not permitted in the Neighborhood except for loading and offloading activities unless Owner has granted permission in writing.
13. **Repairs/Alterations/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without express written consent of Owner. 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 Premises may be repaired, altered, modified, installed or removed without express written consent of Owner. Resident is liable for the cost to restore any alterations or repairs made by Resident, unless Owner approves that the alteration may remain

in place on the Premises. Additional information on alterations, decorating and satellite dishes are provided in the Community Handbook.

Resident may not encumber the Premises or permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease Agreement does not allow any such liens to attach to Owner's interest.

14. **Maintenance.** Owner will maintain the Neighborhood and the mechanical and electrical devices within the Premises in a clean, safe, and workable condition. Resident will report all needed repairs to Owner. Service requests during regular working hours are to be reported to HMHPM or other designated service request location. Repairs shall be made within a reasonable time following notification during normal business hours. Emergency maintenance service is available after hours to handle requests of a true emergency nature that cannot wait until normal business hours. If such repairs are of an emergency nature, the repairs shall be addressed within a reasonable time under the circumstances. Additional information on Owner-provided maintenance may be found in the Community Handbook.

Owner is not responsible for any inconvenience or loss caused by necessary repairs to the Premises, the Neighborhood, appliances or any other equipment, provided that, to the extent allowed by law, neither Owner nor any of Owner's contractors or agents are responsible for the damage through negligence or willful misconduct. Temporary suspension of services within the Premises and in the Neighborhood is not a basis for ending this Lease Agreement or abating Rent if Owner is actively effecting repairs.

Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with the Community Handbook. 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; and (c) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in any common area caused by Resident, Occupants or guests shall be paid by Resident. Resident has inspected and tested all smoke detectors and carbon monoxide detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke detectors and carbon monoxide detectors on a monthly basis, and replacing batteries. 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 or default of this Lease Agreement and shall entitle Owner to exercise all remedies available under state/local law. Resident shall notify Owner of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Owner.

Owner will perform an annual physical maintenance inspection of the Premises to ensure housing maintenance quality standards. Owner will schedule the inspection with Resident at least five (5) days in advance of the date of the inspection. The inspection will be conducted during normal duty hours.

Resident is responsible for grounds maintenance of the backyard of the Premises, if fenced, and snow removal for individual entry walks, as further specified in the Community Handbook. Resident is responsible for mowing, trimming and edging the area within the fenced backyard in accordance with grounds maintenance standards. A list of the responsibilities and standards regarding grounds maintenance is provided in the Community Handbook. Failure to maintain grounds is a material breach of this Lease Agreement. Owner may waive this requirement in certain circumstances including, but not limited to, deployment of Resident.

15. **Damage to the Premises.**

- a. If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable, either Owner or Resident may terminate this Lease 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 Premises became totally or partially uninhabitable. If either party elects to terminate the Lease Agreement, then Owner shall relocate the Resident according to Section 18(b). If Resident

terminates, Resident shall not be subject to the Early Termination Fee noted in Section 29(a). Monthly Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current Monthly Rent prorated on a thirty (30) day period. If this Lease Agreement is not terminated by either party and Resident remains in the Premises, then Owner 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 Premises.

- b. If the damage to the Premises is a result of a negligent, reckless or deliberate action of Resident, Occupant or guests, only Owner shall have the right to terminate this Lease Agreement, and no reduction in Monthly Rent shall be made. Resident will be responsible for payment of the repair and damages to the Premises caused by Resident, Occupant or guest and to restore the Premises to its original condition, less ordinary wear and tear. Failure to pay such amount is a material breach or default of this Lease Agreement

16. **Waiver.** If Owner does not exercise any of its rights immediately, Owner may exercise these rights at a later date, provided it is within the Term.
17. **Joint and Individual Liability.** If there is more than one Resident listed on Page 1, Number 2, then each of the Residents shall be individually and completely responsible for the performance of all obligations of Resident under this Lease Agreement, including, but not limited to, any damage caused to the Premises or Neighborhood by Residents, Occupants or Residents' guest, jointly with every other Resident, and individually, whether or not in possession.
18. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction, renovations, demolition, or habitability conditions. Owner will give Resident no less than a thirty (30) day advance notice. Relocations directed by Owner to a Premises designated by Owner and accepted by Resident will be at no cost to Resident. Alternatively, Resident may choose to terminate this Lease Agreement, but with no Early Termination Fee as provided in Section 29.

Resident will be responsible for relocation due to habitability deficiencies caused by Resident, Occupant, or guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

19. **Entry onto the Premises.** Owner or anyone allowed by Owner, including but not limited to a licensed exterminator for the purpose of pest control, may enter the Premises during the hours of 9:00 a.m. - 6:00 p.m., Monday through Saturday, after giving Resident forty-eight (48) hours advance notice. If there is an emergency, Owner may enter the Premises without giving Resident advance notice. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Owner to show the Premises to prospective residents upon forty-eight (48) hours advance notice. Owner may also enter the Premises after a forty-eight (48) hour notice has been posted if it appears to have been abandoned by Resident and Owner has not received notice of absence from Resident.
20. **Locks and other Entry Devices.** All devices (access cards, codes, keys, garage door openers, etc.) issued to Resident for access to common areas, garages, units, etc. are the property of Owner to be utilized solely by and held in possession of Resident and authorized Occupants. These devices are subject to the provisions in the Community Handbook and may be subject to additional rules and regulations as issued by Owner. If Resident provides an entrance device to any person without first obtaining written permission from Owner, other than a key to Resident's Premises, it shall constitute a material breach of this Lease Agreement and Owner may terminate tenancy.

Locks shall not be changed, altered or replaced nor shall new locks be added by Resident without the written permission of Owner. Any locks so permitted to be installed shall become the property of Owner and Resident must promptly provide a key to Owner.

21. **Abandonment.** Any personal property left in the Premises after Resident has vacated or has been evicted is considered abandoned. If Owner determines the personal property to be of value, Owner will mail a notice to Resident at Resident's forwarding or last known address. If Owner does not receive a response

and/or the abandoned property is not claimed within fourteen (14) days, Owner has the unilateral right to dispose of said property.

22. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease Agreement or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease Agreement by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease Agreement.
23. **Breach by Resident.** Each obligation of the Lease Agreement is material and violation of any obligation or misrepresentation of any information is a breach of the Lease Agreement. Owner may, at its option, enforce the performance of this Lease Agreement and/or may give notice to Resident of its election to terminate the Lease Agreement.

If Resident does not pay Rent when due, then (a) 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 may take any or all actions regarding collections as stated in the Community Handbook; or (b) IF RESIDENT DOES NOT PAY RENT ON TIME, this shall serve as notice. If Resident does not pay the rent within five days of the due date, Owner can start eviction proceedings. Resident will get no other notices as long as Resident resides in the Premises. Owner may employ an attorney or collection agency to obtain the overdue Rent, or Owner may terminate this Lease Agreement. If Owner 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 the Lease Agreement, including damaging the Premises or violating any of the rules and regulations contained in the Community Handbook, or other restrictions, Owner will give Resident written notice ("Notice of Violation/Breach") of the violation/breach and that the Lease Agreement will terminate upon a date not less than fourteen (14) days from the receipt of written notice, if the breach is not remedied within that time period.

If Resident fails to comply with South Carolina law materially affecting health and safety (Section 27-40-510 of South Carolina Code), and that non-compliance can be remedied by cleaning or by the repair and/or replacement of a damaged item, and Resident fails (i) to comply as promptly as conditions require in case of emergency or (ii) within fourteen (14) days after written notice by Owner specifying the breach and requesting that Resident remedy it within that period of time, then Owner may enter the Premises and cause the work to be done and Resident shall reimburse Owner for its cost. In addition, Owner shall have all the remedies available to it under the law.

If Resident fails to comply with South Carolina law materially affecting health and safety (Section 27-40-510 of South Carolina Code) other than as set forth above, and Resident fails (i) to comply as promptly as conditions require in case of emergency or (ii) within fourteen (14) days after written notice by Owner specifying the breach and requesting that Resident remedy it within that period of time, then Owner may terminate this Lease Agreement.

If the breach of the Lease Agreement is due to Resident's, Occupants' and/or guests' use of the Premises for unlawful purposes, or if Resident, Occupants or guests cause or threaten to cause injury to any person, Owner may terminate the Lease Agreement.

Neither Owner nor Resident shall forfeit or waive any existing or future right or remedy by pursuing a lawsuit. Resident's eviction by a court or other breach of this Lease Agreement or Owner's Service of a Notice of Termination of Tenancy on Resident shall not release Resident from liability for payment for the balance of the Term of the Lease Agreement.

24. **Security.** Resident acknowledges that Owner has not 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 does 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.

25. **Estoppel Certification.** Resident will, at any time and from time to time, upon not less than fifteen (15) days prior request by Owner, execute, acknowledge and deliver to Owner a statement in writing, executed by Resident, certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease Agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which the Rent and other sums payable hereunder have been paid; (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge; and (c) that Resident does not have any actual or pending claim against Owner.
26. **Hold Harmless.** Unless the injury or damage is due to the specific negligence of Owner, to the extent allowable by and not inconsistent with state and federal law, Owner will not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee. Except as otherwise provided by and allowable by law and not inconsistent with law and this Lease Agreement, Owner will not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services to the extent not prohibited or inconsistent with state and federal law.

To the extent allowable by state and federal law and not inconsistent with such, the Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.

27. **Delivery of Premises.** Owner will make a good faith effort to make the Premises available to Resident on the Lease Commencement Date. If any delay does occur, Monthly Rent will not be due until the Premises is available to Resident. Resident may terminate this Lease Agreement if Owner is not able to deliver the Premises to the Resident by giving the Owner five (5) days written notice of such termination, and any payment(s) made under this Lease Agreement will be refunded.
28. **Resident's Obligations Upon Vacating the Premises.** Resident has certain obligations prior to termination of the Lease Agreement and vacating the Premises. The obligations include:
- a. Resident shall (i) give Owner all copies of all keys or opening devices to the Premises and any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any and all parking and/or storage space; (iv) clean and deliver the Premises to Owner in the same condition as it was delivered upon Lease Commencement Date, less ordinary wear and tear, following the cleaning requirements for move-out in Exhibit A of the Community Handbook; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address.
  - b. Resident agrees to return the Premises to Owner at the end of the Lease Agreement in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear. Any alterations made to the Premises by Resident (including painting and wallpapering) must be restored to its original condition, unless Owner 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 Owner's consent, shall be deemed abandoned and may be disposed of or retained by Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition it was in prior to any alterations/improvements by Resident unless Owner approved in writing for the alteration to remain.



- c. Owner shall perform a pre-move out inspection and inform Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease Agreement. Deficiencies identified in the pre-move out inspection and not remedied by Resident will be remedied by Owner and the cost of the remedies will be the responsibility of Resident.
- d. Owner shall perform a final move out inspection at the time Resident vacates the Premises. Resident or a Resident appointed representative with power of attorney is expected to be present for the final move-out inspection. Resident will be charged a cleaning fee if the Premises is not properly cleaned. Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear. Failure by Resident or Resident representative with power of attorney to attend the final move-out inspection of the Premises constitutes an acceptance/waiver of objection by Resident of Owner's assessment of damages as permitted by state/local law.
- e. Move-out requirements are further specified in the Community Handbook.

29. **Termination by Resident Prior to Expiration of Term.**

- a. Resident is expected to remain a Resident for the entire Term specified in the Lease Agreement. If Resident fails to do so, Resident will be responsible to Owner for all damages provided by law, including but not limited to rent due through the end of the Lease Term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes Owner to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate. To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the Lease Agreement early, rather than remaining liable for rent due through the end of the Lease Agreement Term. To exercise this option, Resident must deliver to Owner:
  - (i) A written notice stating that Resident has elected to exercise this option;
  - (ii) An Early Termination Fee equal to one month's rent;
  - (iii) Rent and other amounts due through the accelerated termination date;
  - (iv) Repayment of any rent concessions taken.

When Owner has received the written notice and payment, and has signed the notice, the Lease Expiration Date will be amended. The new Lease Expiration Date will be the date specified in the notice which must be at least 30 days after the written election and payment are given to Owner. Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other lease obligations.

The notice will not accelerate the Lease Expiration Date if:

- (i) Resident is in default under the Lease Agreement at the time that Resident gives notice of Resident's exercise of the option;
- (ii) Resident provides the notice unaccompanied by the fee above; or
- (iii) Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the Expiration Date specified in the Lease Agreement.

If Resident fails to vacate by the date set forth in Resident's notice, the notice shall be deemed void. As permitted by state/local law, Owner shall have the right, at its option and without further notice, to evict Resident relying upon the notice, or to continue with the tenancy in accordance with this Lease Agreement. The Owner shall retain all remedies for non-compliance with the Lease Agreement and the Resident shall be liable for any damages for non-compliance as permitted by state/local law.

- b. **Transition to Military.** Resident may terminate the Lease Agreement if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may terminate the Lease Agreement if:
- (i) Resident is (a) a member of the U.S. Armed Forces or reserves on active duty *or* (b) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
  - (ii) Resident (a) receives orders for permanent change-of-station, *or* (b) receives orders to deploy with a military unit or as an individual in support of military operation for 90 days or more.

Resident must furnish Owner a copy of Resident's military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. For the purposes of this Lease Agreement, orders described in (ii) above will only release (a) the Resident who qualifies under (i) and (ii) above and receives orders during the Lease Agreement Terms and (b) such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not the military member's spouse or dependent cannot terminate under this military clause.

Resident must provide written notice of termination to Owner by (i) hand delivery, (ii) private business carrier, or (iii) placing the notice in an envelope with sufficient postage and with return receipt requested, and addressed to Owner or Owner's agent at the Management Office listed on Page 1 of the Lease Agreement and depositing the written notice in the U.S. mails.

After Resident delivers written termination notice, the Lease Agreement will be terminated under this military clause thirty (30) days after the **first** date on which Resident's next rental payment is due **and payable after the date upon which the written termination is delivered.** After Resident moves out, Owner will return Resident's security deposit, less lawful deductions.

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

- a. If Resident or Resident's family member is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382, and the debarment voids Resident's status as a Resident, Resident shall vacate the Premises no later than thirty (30) days from the date of the loss of status as a Resident. It shall then be lawful for Owner to enter into said Premises, and again have, repossess, and enjoy the same as if this Lease Agreement had not been made, and thereupon this Lease Agreement and everything contained therein shall cease and be void. However, Owner shall have the right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or ejectment, after any default by Resident, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, Owner may relet the Premises for the remainder of said Term and recover from Resident any deficiency between the amount so obtained and the Rent herein required to be paid.
- b. Owner may terminate this Lease Agreement if Resident is in default under any of the covenants, terms or conditions of this Lease Agreement including the rules and regulations contained in the Community Handbook.
- c. In addition, Owner may terminate this Lease Agreement for the following reasons:
  - (i) Misuse or illegal use of the Premises, or conduct of Resident, Occupants and/or guests which is detrimental to Neighborhood safety and health; use of the Premises for commercial transactions not permitted in advance in writing by Owner;
  - (ii) Unacceptable care of or damage to the Premises;
  - (iii) When Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises;
  - (iv) For criminal activity by any Resident, Occupant, guest or any other person under Resident's control as permitted by federal, state, and local laws. Criminal activity includes, but is not limited to, felonies and misdemeanors; or

- (v) Resident is not able to meet the Installation's access requirements.

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 Owner shall terminate this Lease Agreement.

31. **Owner's Liability.** Owner's insurance covers the Premises and only the contents provided by Owner. Owner shall not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, in or about the premises, unless due to the specific negligence of Owner. **Owner strongly recommends that Resident secure renter's insurance to protect against liability, property damage, and casualty losses.** Unless inconsistent with state/local law, Owner shall not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services.

In the event of damage to the Premises or Property through fire, water, or other casualty, which are of sufficient nature that occupancy cannot be reasonably continued; Owner may offer Resident alternative premises if such space is available. Resident may, at his/her option, accept the alternative premises, in which event the Lease terms, including but not limited to the timely payment of rent, shall continue in full force and effect. Notwithstanding other provisions in this Lease to the contrary, in the event that no alternative premises is available or Resident elects not to accept alternative premises offered by the Owner, the Lease may be terminated by Resident without notice. In this event, neither party shall have any further obligation to each other. Any rent paid for the month shall be prorated and the unearned portion refunded to Resident.

Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.

32. **Weapons and Guns.** The possession of personal firearms, government-owned arms, ammunition and any other weapons will be in accordance with state, county and local laws and any applicable regulations or policies on the Installation. All firearms must be registered with HMHPM using a Weapons Registration Form within three (3) days of occupancy or procurement of firearms. Firearms must also be registered as required by the Installation's security forces. Firearms and ammunition must be stored separately in safe, locked locations. Loaded firearms in the Premises are prohibited, but Resident may engage in the hand loading of ammunition. Potentially explosive components such as primers and powders must be stored in separate locked boxes. Displaying or discharging a weapon in the Neighborhood is prohibited. Hand grenades, bombs, and blasting explosives are also prohibited. Failure to adhere to this provision or other provisions within the Community Handbook regarding weapons and guns is a material breach of this Lease Agreement and may result in immediate eviction from the Premises.
33. **Resident Consent to Relocate.** In addition to any relocation pursuant to Section 18 or any Relocation Addendum, Resident consents to comply with the following relocations, if applicable:
- a. The Installation Commander shall have the authority to restrict the general public from occupancy of nonseverable housing units and designated historical housing units. In the event of vacancies in such housing units, the Installation Commander may require a Resident residing in a severable housing unit be relocated to nonseverable or designated historical housing units. The Government shall pay all costs of such relocation.
  - b. If Resident is occupying a Premises with special accessibility or readily adaptable features, and Resident and Occupants do not require such features, then Resident agrees to relocate when Owner informs Resident that another family having a person with a disability requires the Premises. Resident's relocation will be at Owner's expense. Resident and Owner shall sign an Accessible/Adaptable Unit Relocation Addendum acknowledging this consent at the time this Lease is executed.

34. **Installation Commander's Rights Not Impaired.** Nothing contained in this Lease 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, any housing unit located on the Installation) 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 in accordance with 10 U.S.C. §2872a at levels deemed appropriate by the Government for on-base privatized housing.
- 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. Such rules shall accord privatized housing employees of Owner and its affiliates who have passed an agency background check unescorted access (with escort privileges) to the Installation.
- The authority to conduct background checks utilizing the Installation's access requirements with respect to 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 Exercises with the potential to disrupt privatized housing operations will be pre-coordinated with Resident at least twenty-four (24) hours in advance.
- 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) approve or disapprove applications from persons seeking to rent privatized housing when either an applicant or another prospective occupant of the rental unit is a sex offender, (ii) issue barment orders to anyone living in a privatized housing unit or any visitor who is found to be a sex offender, and (iii) establish procedures for the mandatory disclosure of information regarding sex offender status from housing applicants, Resident, and Occupants.

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

35. **Dispute Resolution.** This Lease Agreement is an agreement only between Resident and Owner, and is not an agreement between Owner 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 Premises that Owner has not resolved to Resident's satisfaction, then Resident will follow the dispute resolution procedures specified in the Community Handbook. If Owner and Resident still cannot resolve the dispute after completing the dispute resolution procedures, then Resident must seek independent legal advice.

36. **Notices.** All notices must be in writing. Any notices to Owner will be delivered to HMHPM as listed on Page 1 of the Lease Agreement and to Resident at the Premises. Delivery of a notice to the Resident or any adult Occupant is notice to all Residents and Occupants of the Premises. If Owner cannot deliver a notice to the Resident or any adult Occupant, Owner may post the notice in a conspicuous place on the Premises. The notice will be deemed received when delivered or posted on the Premises.

37. **Change in Ownership/Subordination**. This Lease Agreement and Resident's rights under this Lease Agreement are subordinate to all existing and any future financing, loans, or leases on the building or land.
38. **Severability**. If one or more of the paragraphs of this Lease Agreement are determined to be invalid, the remainder of this Lease Agreement will remain in effect.
39. **Controlling Document**. In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and the Community Handbook or any exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement shall, in all respects, govern and control. In the event of a conflict between any addenda to this Lease Agreement and any provision within the Lease Agreement or Community Handbook, the addendum shall govern and control.

*[Signatures of parties on first page of Lease Agreement]*