

# RESIDENT LEASE AND GUIDELINES

This **MILITARY RESIDENT LEASE** ("Lease"),

Is made this \_\_\_ day of \_\_\_\_ "between Hunt Military Communities ("Landlord"), and ("Resident") for the premises known as \_\_\_\_\_ ("Premises").

1. **TERM:** The term of this Lease shall be for a period of twelve months beginning on the later of (i) , or (ii) the "Effective Date" of that certain Department of the Air Force Lease of the Property on Goodfellow Air Force Base between the United States Government, as Lessor, and Hunt Military Communities, as Lessee (the "Ground Lease"), as the term Effective Date is defined in the Ground Lease (the "Commencement Date") and, unless sooner terminated in accordance with this Lease, ending on the last day of the twelfth (12th) month following the Commencement Date (the "Original Term"). Thereafter, this Lease shall be automatically renewed on a month-to-month basis except upon the occurrence of one of the following events: 1) Landlord gives Resident written notice of Landlord's intention to terminate the Lease at least 30 days before the end of the Original Term; or 2) Resident gives Landlord written notice of Resident's intention to terminate the Lease at least 30 days before the end of the Original Term or as otherwise provided in this Lease; or 3) Landlord and Resident execute a new lease (the Original Term and any such renewal term are collectively the "Lease Term"). When renewed on a month - to - month basis, Landlord or Resident may terminate this Lease by giving the other party a minimum of 30 days written notice, which 30-day period shall begin on the 1<sup>st</sup> day of the month following the date of delivery of the 30 days' notice. Should the housing privatization transaction between Landlord and the Government, fail to close, then upon the cancellation of the privatization solicitation or other termination of negotiations with Landlord by the Government this Lease shall terminate and Landlord and Resident shall have no further obligations hereunder.

2. **RENT:** Resident agrees to make rent payable to Hunt Military Communities or to such other account as Landlord shall designate from time to time in writing. Rent shall be payable in advance, without demand or offset, on or before the first day of each month (the "Due Date") throughout the Lease Term. The amount of Resident's monthly rent for the Premises is an amount equal to the Basic Allowance for Housing with dependents rate (BAH) at the Commencement Date that has been designated for the senior service member living in the Premises, minus a utility allowance, if applicable. At the time this Lease is signed, Resident's monthly rent shall be \$. \_\_\_\_\_

a. By signing this Lease authorization is given to the Landlord, or its designated agent, to initiate and maintain a monthly allotment equal to the Resident's BAH with dependent rate payable to Hunt Military Communities, as rent. This allotment will automatically adjust each year in conjunction with the Department of Defense's BAH tables. Authorization is also given to the Landlord, or its designated agent, to stop the BAH allotment at the time the Lease is terminated. Resident agrees to execute any documents which are necessary to establish the rent allotment prior to signing the Lease, and agrees that the allotment may not be canceled prior to the expiration or termination of this Lease, without notifying Landlord.

b. If a demotion/promotion occurs, the Resident shall not be required to move from one

Premises to another but may do so voluntarily, based on unit availability. If Resident voluntarily moves, Resident will pay all costs associated with such voluntary move. The Resident's rent will be adjusted to reflect the decreased/increased rent amount associated with that pay grade change beginning on the effective date of the pay grade change.

Resident certifies to the Landlord that the Resident is the senior service member in residence at the Premises. If any other Resident of the household becomes the senior service member the new senior service member's applicable BAH will be used as the BAH calculation for the monthly rent. If the new senior service member has not signed this Lease, the Resident agrees to cause the new senior service member to sign this Lease for the remaining term of the Lease (or its equivalent in use at such time). The prorated rent for any partial month occurring at the beginning or end of the Lease Term shall be paid on the first day of the month the proration is billed. All prorations will be based on a thirty (30) day month. The prorated rent for the month of move-in is the sum of \$\_\_\_\_\_. If a rent payment owed by Resident directly to Landlord, such as the prorated move-in amount due prior to of the automatic allotment, is not paid in full on or before the fifth day of the month the rent is due Resident agrees to pay a late charge in the sum of **\$25.00**. Such late charges are not intended as a penalty but as reimbursement for Landlord's inconvenience, damages, and administrative costs attributable thereto. Resident's right to possession and Landlord's obligations are expressly contingent upon the prompt payment of rent, and the use of Premises by Resident shall be obtained only on the condition that rent and other monetary charges due hereunder are paid in full on time. At Landlord's option, Landlord may at any time require that all past due rent and other past due sums due hereunder are paid in cash, cashier's check, or money order.

If utilities at the Premises are not paid for by the Landlord, the monthly rent shall be reduced by a utility allowance as determined by Landlord and the Government.

3. **SECURITY DEPOSIT:** No security deposits other than pet deposits shall be required of Uniformed Services Members (as defined in 10 U.S.C. §101).

4. **LATE PAYMENT AND RETURNED CHECKS:** Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashier's check, or certified check. Payments for rent not received by Landlord on or before the fifth day of the month following the month due are late and constitute a default under this Lease. If any installment of rent is not received by the Landlord within five (5) days from the due date, Resident agrees to pay an initial late charge of **\$25.00** plus a late charge of **\$5.00** per day, not exceeding a total of 15 days for any single month's rent, until fully paid. Resident also agrees to pay the Landlord an additional charge of **Fifty dollars (\$50.00)** for each check returned unpaid. Resident shall not be in default of any provision of this Lease by reason of failure to receive a BAH payment due to an error or delay caused by the Defense Finance and Accounting Service and the default is cured within thirty (30) days unless extended by the Landlord.

5. **EARLY TERMINATION OF LEASE BY RESIDENT:** If Resident seeks early termination of the Lease as provided hereafter, Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The



notice shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Landlord's receipt of the notice except when an earlier termination date is necessary to comply with military orders. See Paragraph 42 below. The final month's rent owed by Resident shall be prorated based on the date of termination compared to an average month length of thirty (30) days and shall be payable at such time as would have otherwise been required by the terms of the Lease.

6. **EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS:** If Resident's dependent or marital status changes, or the Resident is discharged from military service, such that the Resident would no longer be eligible for housing under this Lease, this Lease shall be terminated thirty days after the change in status, unless the Air Force Base Installation Commander (the "Installation Commander") approves a different termination date and Resident continues to pay rent at the appropriate BAH rate. Resident is required to provide notice of any change in marital or dependant status to Landlord within thirty (30) days of such change in status.

7. **EARLY TERMINATION OF LEASE FOR OTHER CAUSES:** For any early termination not described in either Paragraph 5, 6, or 42 of this Lease, Resident shall pay one month's rent to the Landlord, as an early termination fee. Such fee shall be paid in addition to any prorated monthly rent owed or other money owed by the Resident as a result of Resident's physical damage to the Premises beyond ordinary wear and tear.

8. **NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied by Resident's immediate family consisting of \_\_\_ adult(s) and \_\_\_ children and- pet(s). See Section 13 with regard to occupants other than immediate relatives.

9. **KEYS AND LOCKS:** Resident hereby acknowledges receipt of \_\_\_\_\_ keys for the Premises. Resident shall deliver all keys for the Premises to the Landlord within twenty four (24) hours of vacating the Premises. Locks may not be changed or added without the written permission of Landlord. If permission is granted, Resident shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Resident vacates the Premises. Resident will be charged \$25.00 per key for replacing lost keys and \$25 for keys Resident fails to return on termination or expiration of this Lease.

10. **INSPECTION AT COMMENCEMENT OF OCCUPANCY:** Resident and Landlord acknowledge that, prior to signing this Lease; they conducted a joint examination of the Premises. Resident hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to the Resident in good order and repair, and that the Premises were in a safe, clean and habitable condition. Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that damages to the Premises, that are not described on the Move-In Report as existing prior to the Resident's occupancy and that exceed ordinary wear and tear, are subject to being repaired by the Landlord at Resident's expense unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another resident.

11. **ASSIGNMENT AND SUBLETTING:** Resident shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license without the prior written consent of Landlord shall constitute a breach of this Lease by the Resi-

dent and subject the Resident to eviction and/or claims by the Landlord for monetary damages.

12. **USE AND QUIET ENJOYMENT:** Resident will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance in violation of the PHC Resident Guidelines.

13. **USE OF PREMISES:** The Resident acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, including any business purposes, whatsoever except as otherwise provided in Paragraph 41 and conducted in accordance with the regulations contained in the Resident Guidelines. Occupancy by more than one family is prohibited. Immediate relatives of the Resident and the Resident's spouse may be considered normal residents of the household and are not "Social Visitors," regardless of the period of stay. For purposes of this Lease, "Immediate Relatives" are defined exactly the same as the term "Dependent" is defined in Attachment I to AFI 32-6001. Social visits by military members assigned to the installation and civilians employed at the installation but who permanently reside outside the commuting area are limited to 30 days. The Resident agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the installation is limited to no more than two days.

14. **PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

a. Resident shall not possess, store, or otherwise permit anyone to possess or sell illegal. Substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach of this Lease by Resident and will, at the option of the Landlord, permit immediate termination of this Lease.

b. Resident shall not: permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises, without the written permission) of the Installation Commander.

c. Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, on the Premises or that might be considered hazardous or extra hazardous by state or county fire/safety officials and under the provisions of an insurance company policy. Should Resident maintain said hazardous materials on the Premises, that cause injury or damage, Resident shall be financially responsible for said injury and/or damages. Failure of Resident to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Lease.

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

16. **UTILITY CHARGES:** Utility charges are to be paid as follows. Landlord shall pay directly to the



utility provider charges for electricity, water, sewer, natural gas, and trash pick-up. The cost for such utilities shall be included in gross monthly rent. Resident shall pay for all additional utilities or services, such as telephone, cable television and internet service. Resident shall be responsible for notifying the appropriate companies to arrange for any additional utilities or services. Once the Premises have been individually metered with respect to gas and electric only, the Landlord will establish a monthly utility allowance which shall be deducted from the gross monthly rent. In the event Resident's gas and electricity usage exceeds the monthly utility allowance, the Landlord shall invoice Resident for monies owed on a monthly basis. If Resident's gas and electricity usage is less than the monthly utility allowance, Landlord shall refund the balance to the Resident on the same monthly basis. Landlord, with the concurrence of the Air Force, may enact new policies regarding utility charges by giving Resident 90 days' prior written notice. Any disputes relating to the computation of the Resident's bill and the accuracy of the metering device will be between the Resident and the Landlord. Landlord has the right to change the billing methodology with forty five (45) days notice to Resident. The Billing Provider that will service the sub metered accounts is: TBD Landlord shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to Resident's Premises, unless such loss or damage was the direct result of the willful conduct or gross negligence of Landlord or Landlord's employees. Resident agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or sub-metering system or device. Violation of this section is a material breach of the Lease and shall entitle Landlord to all available remedies under the Lease or applicable laws. Nothing in this paragraph shall affect a Resident's rights under applicable law. Resident agrees to allow Landlord to estimate consumption if the Resident's sub-meter is broken or otherwise does not transmit a meter reading until the meter is repaired.

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

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

19. **RENTER'S INSURANCE / PROPERTY AND LIABILITY INSURANCE:** The Resident acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the Resident's personal property or leasehold improvements. The Landlord has obtained a nominal amount of personal property insurance and liability insurance for the benefit of active-duty military Residents, at no additional cost to the Resident. Actual coverage will be confirmed in writing by the Insurance Carrier within five days of execution of this Lease. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover the Residents personal property in the Premises including, without limitation, any property removable by the Resident under the provisions of this Lease, and all leasehold improvements installed in the Premises 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 HV AC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HV AC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for active duty military Residents and their families. The Landlord shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy. If the provisions of this section conflict with or create ambiguity with respect to any other provision of this Lease, the provisions of this section shall control. Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of these coverage amounts. Resident acknowledges being advised to obtain additional insurance, at Resident's expense, to protect the Resident from claims for property damages and physical injury caused by the Resident, or the Resident's family members, invitees or guests. Resident acknowledges that the Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Resident's loss.

20. **DESTRUCTION OF PREMISES:** In case any buildings on said Premises, or any part thereof, without any fault or neglect of Resident, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Resident may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall cease and be void.

21. **INSURANCE LIABILITY:** The Landlord shall not be liable to the Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the community, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE SECURITY FORCES IMMEDIATELY OR LOCAL EMERGENCY RESPONSE AGENCIES.

22. **EXIT INSPECTION OF PREMISES:** It shall be the Resident's responsibility to request an exit walk through inspection of the Premises with the Landlord. The walk through inspection must be requested within five (5) days before the Resident ends occupancy of the Premises pursuant to this Lease. Using the Move-In & Move-Out Report that was used to record the condition of the Premises at the inception of this Lease (see paragraph 10 above), the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed ordinary wear and tear, unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another resident, in which case Resident will not be charged for such damages. The Landlord shall sign and provide the Resident with a copy of the Move-In & Move-Out Report. The Resident shall provide the Landlord with written acknowledgment that the Resident has received a copy of the Move-In & Move-Out Report.

a. In the event the Landlord fails to conduct an exit inspection requested by the Resident in compliance with this Lease, the Landlord agrees that the Premises will be treated as though an inspection was

conducted and no new deficiencies were discovered.

b. Resident shall provide the Landlord with written notice of Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed the Resident by Landlord. Landlord will provide the Resident with an itemized statement that clearly describes any damages beyond normal wear and tear.

c. Any refund of rent due Resident by the Landlord, less any amount owed to the Landlord by the Resident for damages or other charges allowed under this Lease, will be paid within fifteen (15) business days after the Landlord's receipt of Resident's final payment of rent owed pursuant to this Lease and written notice of Resident's forwarding address. Amounts owed the Landlord by the Resident that are not paid within 30 days of the date due are subject to being submitted to a collection agency by the Landlord for collection.

23. **TERMINATION BECAUSE OF DEFAULT:** If Resident materially fails to comply with any of the terms of this Lease and the Resident Guidelines and if such default continues for seven (7) days after a written notice to cure the default has been delivered to the Resident (except that only a 6-day written notice shall be required if the default consists for failure to pay rent), Landlord may terminate the Lease and recover possession of the Premises as permitted by law. If Resident's failure to comply with any of the terms of this Lease and the Resident Guidelines causes or threatens to cause irreparable harm to any person or property within the Hunt Military Communities, or the Resident is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property, Landlord may, without notice, remedy the breach and bill Resident as provided by law; immediately terminate the Lease upon notice to Resident and bring an action for summary possession; or do both. All nonexempt personal property of the Resident in the Premises is subject to a contractual lien to secure the payment of rent.

24. **EVICITION:**

a. Landlord may terminate this Lease and commence an action for eviction and/ or summary possession to recover possession of the Premises in accordance with state and local law for Resident's failure to pay rent; or for a material breach of this Lease; or for one or more violations of the Resident Guidelines that affect or threaten to affect the health or safety of other residents in the community or substantially interferes with the right to quiet enjoyment of other residents and the preservation of Landlord's property from abuse.

b. If Resident remains in possession of the Premises without the Landlord's consent after expiration of the term of the Lease, the Resident is deemed to be in breach of this Lease and the Landlord may commence an eviction and/or summary possession action. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay the Landlord's attorney fees, court costs, and any ancillary damages due to the holdover by the Resident.

25. **BANKRUPTCY OF RESIDENT:** In the event the Resident is adjudicated as bankrupt, or makes an assignment for the benefit of creditors, this Lease, at the option of the Landlord, shall terminate upon thirty (30) days' written notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

26. **ABANDONMENT:** An abandonment shall be deemed to have occurred if the Resident: a) wrongfully quits the Premises and indicates by words or deeds of his intention not to resume tenancy; b) has been evicted from the Premises by judicial or other processor c) leaves personal property within the Premises after the termination of the Agreement. If the Resident abandons the Premises or any part thereof, the Landlord may, at the Landlord's option, re-let the Premises by any means allowed under applicable law without being liable to the Resident for damages or for payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Resident, enter the Premises, or any part thereof, for the whole or any part of the then expired term and may receive and collect all rent payable by virtue of such re-letting and, at the Landlord's option, hold the Resident liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term as if this Lease had continued in force, and the net rent for such period re-seized by Landlord by means of such re-letting. The unit and its contents may be deemed by the Landlord to be abandoned. Landlord may peaceably enter the unit and remove the contents in accordance with the provisions of applicable law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Resident, then the Landlord may consider any personal property belonging to the Resident and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law.

27. **ANIMALS:** See attached Pet Addendum to this Lease for Pet Policies.

28. **ACCESS DURING OCCUPANCY:** Landlord and Landlord's representatives may enter the Premises at reasonable times, in order to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services or exhibit the unit to prospective new Residents, workmen or contractors.

a. Unless there is an emergency, or it is not practical to do so, the Landlord shall give the Resident forty-eight (48) hours notice of its intent to enter the unit. In an Emergency, the Landlord may enter the rental unit without notice or the consent of the Resident.

b. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. The Landlord will not abuse this right of access or use it to harass the Resident.

29. **NOTICES:** Unless otherwise provided, any notice provided for in this Lease shall begin to run on the date such notice is delivered. If the Premises are vacated pursuant to such notice on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by 30 days in the month in which the Premises are vacated. If properly sent to the recipient's last known address, by 1<sup>st</sup> class mail as evidenced by a certificate of mailing postage prepaid, notice shall be construed as delivered as of the postmark date of sender's mail receipt form in the case of certified or registered mail. Notices to the Landlord shall be sent to: Hunt Military Communities **(TO BE DETERMINED)**

30. **SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such

invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end the provisions of this Lease are declared to be severable.

31. **CONFIDENTIALITY OF RESIDENT RECORDS.** The Landlord or managing agent shall not release financial information about a Resident or prospective Resident, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, to a third party, except for the Government and its agents, without the prior written consent of the Resident or prospective Resident or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to a Resident or prospective Resident in the event of an emergency or to the legal representatives of the Resident to include Executors and Administrators of estates in the performance of their duties. The confidentiality restrictions of this provision shall not apply where the Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Resident.

32. **MODIFICATIONS:** Any modifications to the terms and conditions concerning this Lease shall be executed in writing, signed and dated by the parties and made a part of this Lease.

33. **CONFLICTS:** The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guidelines.

34. **RESIDENT GUIDELINES:** The Resident acknowledges receipt of a copy of the Resident Guidelines dated and agrees to abide by its terms. Any changes to the Resident Guidelines shall be effective only after 30 days notice is given of such changes, unless it involves the safety, health or welfare of the resident in which case it will be effective immediately. Such changes will be published on the community website. Some violations of the Resident Guidelines may constitute a breach of this Lease.

35. **LEAD BASED PAINT:** The Resident acknowledges receipt of the booklet published by the U.S. Environmental Protection Agency entitled "Protect Your Family from Lead In your Home" (EPA747-K-94-001) (May 1995) and the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards."

36. **MOLD/MILDEW:** Resident acknowledges receipt of the Mold and Mildew Addendum dated as of the Commencement Date of this Lease.

37. **ASBESTOS:** Resident acknowledges receipt of the Asbestos Addendum dated as of the Commencement Date of this Lease.

38. **DEBARMENT:** If Resident(s) or Resident's family member is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 13 82 and the debarment voids the Resident's status as a resident authorized to reside in family housing at Goodfellow AFB, the Resident shall vacate the premises no later than 30 days from the date of such debarment. It shall then be lawful for Landlord to enter into said premises, and again have, repossess, and enjoy the same as if this Lease had not been

made, and thereupon this Lease and everything contained therein shall cease and be void. However, the Landlord shall have a 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 in ejectment, after any default by the Resident(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may re-let the Premises for the remainder of said Lease Term and recover from Resident(s) any deficiency between the amount so obtained and the rent herein required to be paid.

39. **NON-SEVERABLE UNITS:** The Installation Commander shall have the authority to restrict non-severable units and designated historical units to active-duty military Residents and any other Residents ("Other Eligible Residents") other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that active-duty military Residents residing in severable units relocate to the no severable or designated historical units. By signing this Lease, Resident consents to relocate to a non-severable or designated historical unit upon the direction of the Installation Commander and Landlord. The Government shall pay all costs of such relocation.

40. **RESIDENTIAL BUSINESS:** Resident may, with written permission of the Landlord, which permission shall not be unreasonably withheld, conduct a residential business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for compliance with Government standards. Landlord's granting of permission is not a warranty that the Premises are 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 harmless Landlord for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of Resident's business.

41. **ADDITIONAL TERMINATION RIGHTS:** Notwithstanding any other provision of this Lease, it is mutually agreed that the Resident, in the military service, may terminate this Lease if he/she retires, is released from active duty, is transferred (PCS) beyond a 25- mile radius of the Air Force Base to which the member is assigned, receives temporary duty assignment to another location of sixty (60) days or more, or is ordered to occupy public quarters. In such cases, the Resident will furnish the Landlord a copy of his official orders not less than 30 days before such termination date unless such notification cannot be made at no fault of the Resident (*i.e.*, short notice assignment). This Lease will also terminate on the Resident's death or notice that the Resident has been declared killed or missing in action, at the option of the surviving spouse or personal representative. Family members of active-duty military Residents residing in a unit on the death of an active-duty military Resident or notice that such Resident has been declared missing in action shall have the right to elect to terminate their Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of the Resident's death or notice that such Resident has been declared killed or missing in action.

42. **EXTENDED ABSENCES:** Resident shall notify Landlord of absences from the Premises of more than 7 days (Extended Absence) no later than the 1<sup>st</sup> day of such absence. During any Extended Absence of Resident, Landlord may enter the Premises as is reasonably necessary for inspection, maintenance and

safekeeping.

43. PREMISES LOCATED IN STATE OF TEXAS: The following provisions are agreed to by, and shall be binding upon, the parties to this Lease:

a. Resident may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

b. WHEN RESIDENT TAKES POSSESSION, WITH CERTAIN EXCEPTIONS, LANDLORD MUST PROVIDE AT NO COST: (1) A WINDOW LATCH ON EACH WINDOW; (2) A DOOR VIEWER ON EACH EXTERIOR DOOR; (3) A PIN LOCK ON EACH EXTERIOR DOOR; (4) EITHER A DOOR HANDLE LATCH OR A SECURITY BAR ON EACH SLIDING DOOR; (5) A KEYLESS BOLTING DEVICE ON EACH EXTERIOR DOOR; AND (6) EITHER A KEYED DOOR KNOB LOCK OR A KEYED DEADBOLT LOCK ON ONE ENTRY DOOR. LANDLORD WILL REKEY THE UNIT BEFORE RESIDENT MOVES IN OR WITHIN 7 DAYS AFTER RESIDENT MOVES IN. IF LANDLORD FAILS TO INSTALL OR REKEY THE SECURITY DEVICES AS SET FORTH IN THE PROPERTY CODE, RESIDENT MAY DO SO AND DEDUCT THE REASONABLE COSTS FROM RESIDENT'S NEXT RENT PAYMENT UNDER TEX. PROP CODE § 92.165(1).

c. PROVIDED RESIDENT HAS COMPLIED WITH THE PROVISIONS OF TEX. PROP. CODE § 92.056(b) REGARDING THE LANDLORD'S REPAIR OR REMEDY OF A CONDITION THAT MATERIALLY AFFECTS THE HEALTH OR SAFETY OR

AN ORDINARY RESIDENT, THE RESIDENT MAY HAVE THE FOLLOWING REMEDIES AGAINST THE LANDLORD UNDER TEX. PROP. CODE § 92.056(e):

(1) TERMINATION OF THE LEASE;

(2) HAVING THE CONDITION REPAIRED OR REMEDIED ACCORDING TO TEX. PROP. CODE § 92.0561;

(3) DEDUCT FROM THE RESIDENT'S RENT, WITHOUT NECESSITY OF JUDICIAL ACTION, THE COST OF THE REPAIR OR REMEDY ACCORDING TO TEX. PROP. CODE § 92.0561; AND

(4) OBTAIN JUDICIAL REMEDIES ACCORDING TO TEX. PROP. CODE §92.0563 AND UNDER TEX. PROP. CODE § 92.0561:

(1) HAVE THE CONDITION REPAIRED OR REMEDIED IMMEDIATELY FOLLOWING THE RESIDENT'S NOTICE OF INTENT TO REPAIR IF THE CONDITION INVOLVES SEWAGE OR FLOODING AS REFERRED TO IN TEX. PROP. CODE § 92.0561(d)(3)(A);

(2) HAVE THE CONDITION REPAIRED OR REMEDIED IF THE CONDITION INVOLVES A CESSATION OF POTABLE WATER AS REFERRED TO IN TEX. PROP. CODE § 92.0561(d)(3)(B);

(3) HAVE THE CONDITION REPAIRED OR REMEDIED IF THE CONDITION INVOLVES INADEQUATE HEAT OR COOLED AIR AS REFERRED TO IN TEX. PROP. CODE § 92.0561(d)(3)(C);

(4) HAVE THE CONDITION REPAIRED OR REMEDIED IF THE

CONDITION IS NOT COVERED BY TEX. PROP. CODE § 92.0561(d)(3)(A), (B) OR (C) AND IF THE LANDLORD HAS FAILED TO REPAIR OR REMEDY THE CONDITION WITHIN SEVEN DAYS AFTER DELIVERY OF THE RESIDENT'S NOTICE OF INTENT TO REPAIR.

a. RESIDENT MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE DETECTOR OR REMOVE THE BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY AND RESIDENT'S FAILURE TO COMPLY WITH THIS NOTICE MAY SUBJECT THE RESIDENT TO DAMAGES, CIVIL PENALTIES, AND ATTORNEY'S FEES UNDER TEX. PROP. CODE § 92.2611. IN WITNESS WHEREOF, the parties have set their hands and seals to this Lease, each of which shall constitute an original.

"Landlord"

Hunt Military Communities

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

"Resident"

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

