

LEASE
(Military Resident)

This LEASE (this "Lease"), is made this Month __, 20__ between Carlisle/Picatinny Family Housing LP, ("Landlord"), and _____, (the "Resident").

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

2. RENT: The monthly rental rate shall equal the senior service member Resident's Basic Allowance for Housing (BAH) with dependents rate, as may be adjusted to reflect adjustments to BAH, which is currently \$_____ per month, provided however, that if such senior service member Resident is not assigned to Carlisle Barracks and if such senior service member's BAH is lower than the BAH that would be provided to a service member of the equivalent rank assigned to Carlisle Barracks, the monthly rental rate shall equal the higher BAH with dependents rate as calculated for a service member of the equivalent rank assigned to Carlisle Barracks.

- (a) Payment will be made through an allotment/deduction from the senior service member Resident's pay account to Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Resident's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears).
- (b) By signing this Lease, authorization is given to initiate and maintain an allotment equal to the BAH and payable to Landlord, effective the first day of the month following the date of this Lease. Payment will be made by check, credit card, cashier's check or money order for the prorated portion of the first month's rent for the number of days the Premises is occupied. Payment is due on the first day of the month after occupying the Premises. Authorization is also given to stop the BAH allotment at the time this Lease is terminated.
- (c) The first payment of rent by Resident shall be made on or before Month __, 20__ in the amount of \$_____.

3. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by Landlord on or before the due date are late and constitute a default under this Lease.

- (a) If any installment of rent is not received by Landlord within five (5) days from the due date, Resident agrees to pay an administrative charge of \$25.
- (b) Resident also agrees to pay Landlord an additional charge of \$25 for any returned item.
- (c) 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 payable directly to Landlord.
- (d) Notwithstanding any other provisions of this Lease, Resident shall not be in default of any provision of this Lease by reason of failure or delay in Resident receiving a BAH, nor shall

Resident be assessed any administrative charges so long as such failure or delay is not the result of Resident's actions.

4. EARLY TERMINATION OF LEASE BY RESIDENT:

- (a) When either Resident or Resident's spouse are members of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit, this Lease may be terminated by Resident without payment of any penalty or liquidated damages for rent if the member:
 - (i) Retires; or
 - (ii) Is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard; or
 - (iii) Has received permanent change of station orders to depart thirty-five miles or more (radius) from the Premises; or
 - (iv) Has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the Premises; or
 - (v) Has received orders assigning such member to government-provided quarters, resulting in the forfeiture of BAH; or
 - (vi) Dies or his/her spouse dies, or is declared missing-in-action. (The spouse, next of kin or personal representative/executor of the decedent's estate may exercise early termination of this Lease).
- (b) If Resident seeks early termination of this Lease, Resident shall deliver to Landlord a written notice stating the grounds for early termination together with either (i) a copy of the official orders, or (ii) a letter from the commanding officer confirming the official orders, supporting the grounds for early termination. Such notice shall also state an effective date for the termination, which date 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. The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's rent owed by Resident shall be prorated based on the date of termination and such prorated rent shall be payable at such time as would have otherwise been required by the terms of this Lease.

5. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS: Resident is required to provide immediate notice of any change in marital or dependent status to Landlord. If a Resident's dependent or marital status changes, or Resident is discharged from military service such that Resident would no longer be eligible for referral, this Lease shall be terminated thirty days after the change in status, unless Landlord shall approve a different termination date, with the consent of the Garrison Commander, and Resident continues to pay rent at the BAH with dependents rate.

6. EARLY TERMINATION OF LEASE FOR OTHER CAUSES: For any early termination not described in Section 4 or 5 of this Lease, Resident shall pay an amount equal to thirty days' rent to Landlord as liquidated damages for the early termination of this Lease. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by Resident as a result of Resident's physical damage to the Premises. Notwithstanding anything else in this Section 6, if Resident has been in residence for more than one (1) year, there shall be no liquidated damages for early termination.

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

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

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

9. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.
- (b) Resident accepts existing locks as safe and acceptable. If Resident requests that Landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord. Resident shall pay for the total cost of Landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from Resident to Landlord, Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Landlord shall have a reasonable time in which to comply with a written request from Resident for rekeying, changing, installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. In the event Resident changes or adds locks or security devices, keys or access shall be furnished to Landlord.

10. SMOKE DETECTORS: Landlord shall have no duty to furnish smoke detectors except as required by applicable law. When smoke detectors are furnished, Landlord shall test same and provide initial

batteries at the commencement of the term hereof; thereafter, Resident shall pay for and replace smoke detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, Landlord will inspect and repair a smoke detector if Resident first gives Landlord written notice of a malfunction or request to Landlord that the smoke detector be inspected or repaired. Landlord shall have no duty to repair damage to or a malfunction of a smoke detector if such was caused by Resident, Resident's family, or Resident's guests or invitees during the term of this Lease or a renewal or extension. Landlord shall have a reasonable time in which to comply with Resident's request for inspection or repair of a smoke detector.

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 shall constitute a breach of this Lease by Resident and may subject Resident to eviction and/or claims by Landlord for monetary damages.

12. NUISANCE: Resident will use the Premises in a manner that does not disturb other Residents or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination in accordance with Sections 24 or 25 below and in accordance with applicable law.

13. 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 Landlord, permit immediate termination of said Lease if such breach constitutes a criminal or willful act which is not remediable, and which poses a threat to the health or safety of Resident, the other occupants of the Premises, or other residents of the Community.
- (b) Resident shall not knowingly permit illegal or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or knowingly permit the Premises to be used for any illegal business or purpose; knowingly allow activities that would constitute a nuisance; 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 permission of the Secretary.
- (c) Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable, explosive, or hazardous nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of Resident to remove said materials upon written request of Landlord shall permit Landlord to immediately terminate this Lease.

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

15. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: Resident shall be permitted to keep a cable, satellite dish or other television equipment set forth in the Cable/Satellite Dish Addendum (Attachment "D").

16. UTILITIES: Utility charges are to be paid as follows:

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

Notwithstanding the foregoing, upon the date when the utilities are separately metered for the Premises and the utilities in the Premises have been upgraded to energy efficient utilities, Resident acknowledges that a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (such portion hereinafter referred to as the "Utility Assessment"), with the Utility Assessment set from time-to-time by Landlord based upon a baseline established for the neighborhood in which the Premises are located. At a minimum of one time per quarter, Landlord will compare the actual, metered cost of utilities for the Premises (the "True Utility Cost") to the aggregate amount of the Utility Assessment applicable to the Premises and provide Resident with notice of such costs (the "Utility Notice"). If the True Utility Cost exceeds the aggregate amount of the Utility Assessment applicable to the Premises, the Resident shall pay Landlord within 15 days after receipt of the Utility Notice the amount of such excess. If the aggregate amount of the Utility Assessment applicable to the Premises exceeds the True Utility Cost for the Premises, Landlord shall credit such excess to the Resident's utility account and remit such credit upon move-out or after one year of occupancy. There shall be no change in Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Lease until the date that utilities are separately metered for the Premises and the utilities in the Premises have been upgraded to energy efficient utilities. Until such date, the above chart delineating utility payment responsibilities shall control.

17. REPAIRS: Residents shall make no repairs to the Premises or fixtures located within the Premises without the written approval of Landlord. Resident shall immediately notify Landlord of any damage to the Premises. Landlord shall make a diligent effort to repair or remedy a condition at the

Premises if: (a) Resident specifies the condition in a written notice to Landlord; (b) Resident is not delinquent in the payment of rent at the time notice is given; and (c) the condition materially affects the physical health or safety of an ordinary Resident. Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the Premises, which time shall begin upon Landlord's receipt of Resident's written notice requesting such repairs. Unless the condition was caused by ordinary wear and tear, Landlord does not have a duty during the Lease term or any renewal or extension thereof to repair or remedy a condition caused by: (w) Resident; (x) a lawful occupant in the Premises as permitted herein; (y) a member of Resident's family; or (z) a guest or invitee of Resident.

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

19. ACCESS DURING OCCUPANCY: Resident shall allow Landlord or an agent of Landlord to enter the Premises for purposes of access, upon twelve hours (12) hours notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event Resident is absent, Landlord will endeavor to delay the access until the return of Resident but need not do so beyond 14 days. 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. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access, without notice to Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide.

20. PROPERTY INSURANCE: Landlord has obtained a minimum amount of personal property insurance for the benefit of Resident at no additional cost to Resident. Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of such coverage amount. Resident acknowledges being advised to obtain additional insurance at Resident's cost to protect Resident from claims for property damages and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Resident acknowledges that Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Resident's loss.

21. DESTRUCTION OF PREMISES: If the Premises, or any part thereof, without any fault or neglect of Resident, Resident's family member(s), guests or invitees, shall be destroyed or so injured by the elements or other cause as to be unfit for occupancy, Resident may immediately vacate the Premises, and may terminate this Lease within fourteen (14) days if Resident's enjoyment of the Premises becomes substantially impaired because of fire, condemnation, or other casualty. Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and the rent shall cease from the date of the damage until repaired. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligence or willful act of Resident, Resident's family member(s), guests or invitees.

22. LIABILITY; INDEMNITY:

- (a) Landlord shall not be liable to Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks,

hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community. Landlord does not guarantee, warrant or assure Resident's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT THE POLICE IMMEDIATELY.

- (b) **DISCLAIMER OF LIABILITIES:** LANDLORD SHALL NOT BE LIABLE TO RESIDENT'S INVITEES, GUESTS, FAMILY, EMPLOYEES, AGENTS, SERVANTS, OR OTHER OCCUPANTS OF THE PREMISES FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY CAUSED BY DEFECTS, DISREPAIR, OR FAULTY CONSTRUCTION OF THE PREMISES, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR OTHER CAUSES WHATSOEVER UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF LANDLORD.
- (c) **RESIDENT'S INDEMNITY:** RESIDENT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING (i) FROM RESIDENT'S USE OR OCCUPANCY OF THE PREMISES (ii) FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT IN OR ABOUT THE PREMISES OR (iii) FROM ANY ACTIVITY, WORK, OR THING DONE OR PERMITTED BY LANDLORD IN OR ABOUT THE PREMISES, UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF LANDLORD.

23. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Resident to request an exit walk through inspection of the Premises with Landlord. At the time of request, Landlord will provide to Resident detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) days before Resident ends occupancy of the Premises pursuant to this Lease. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Lease, Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Landlord shall sign and provide Resident with a copy of the Property Condition Report. Any damage charges in excess of \$300 will be documented with photographs.

24. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either Landlord or Resident materially fails to comply with any of the terms of this Lease, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to the offending party, (except that only a 3-day notice shall be required if the default consists of a failure to pay rent when due), then thirty (30) days after notice is delivered (or 3 days in the case of a failure to pay rent when due), the injured party shall have the option of declaring this Lease terminated and may immediately vacate the Premises, or shall be entitled to immediate possession of the Premise, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Lease.

25. EVICTION:

- (a) Landlord may terminate this Lease and evict Resident in accordance with applicable law for Resident's failure to pay rent or for one or more violations by Resident of this Lease or any other actions that:
 - (i) affect or threaten to affect the health or safety of other residents in the community;
 - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community; or
 - (iii) upon notice that Resident or a member of his or her family is or has been barred from entry onto the military installation by the Installation Commander.
- (b) If Resident willfully remains in possession without Landlord's consent after expiration of the term of this Lease, Resident is deemed to be in breach of this Lease and Landlord may commence an eviction action. An eviction action may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of Landlord, Resident shall be obligated to pay Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident.

26. ABANDONMENT: If Resident has been absent from the Premises for more than seven (7) days without notification to Landlord, the Premises may be deemed abandoned. If Landlord is informed of or discovers that Resident has abandoned the Premises, Landlord will notify the Installation Commander and request a determination of status of Resident and take such further action with regard to the Premises and any remaining personal property of Resident as is necessary, all in accordance with the Resident Guide.

27. RIGHT TO RELOCATE: Landlord reserves the right to relocate Resident due to construction and renovations or habitability conditions. Landlord will give Resident no less than thirty (30) days' advance notice. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Occupant(s) or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

28. NOTICES: Unless otherwise provided, any notice period provided for by this Lease shall begin to run on the date such notice is received. If Resident's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by 30 days in the month in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to Landlord shall be sent to

Balfour Beatty Communities
PO Box 1018
Carlisle Barracks, PA 17013

29. 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.

30. CONFIDENTIALITY OF RESIDENT RECORDS: Landlord or managing agent shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's rent payment record and the amount of Resident's periodic rental payment, without the prior written consent of Resident or prospective Resident, or upon service on Landlord of a subpoena for the production of records.

