

## RESIDENT RESPONSIBILITY AGREEMENT

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This **RESIDENT RESPONSIBILITY AGREEMENT** (this "Agreement"), is made on Month \_\_, 20\_\_, between Carlisle/Picatinny Family Housing LP, ("Landlord"), and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (individually and collectively, the "Resident").

- 1. TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Agreement, for a term of twelve (12) months, the premises known as \_\_\_\_\_ (the "Premises"), a \_\_\_\_\_ bedroom, \_\_\_\_\_ bath dwelling, 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 Agreement 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 be \$\_\_\_\_\_ per month.

  - (a) Payment will be made by credit card, money order, cashiers check, ACH or certified check payable directly to Landlord. Payment is due on the first day of the month.
  - (b) The monthly rental rate may be subject to increase (i) upon renewal at the end of the initial term, and (ii) thereafter upon thirty (30) days' notice.
  - (c) The first payment of rent by Resident shall be made on or before Month \_\_, 20\_\_ in the amount of \$\_\_\_\_\_.
- 3. SECURITY DEPOSIT:** A security deposit of \$\_\_\_\_\_ will be required.
- 4. LATE PAYMENT AND RETURNED CHECKS:** Payments for rent not received by the Landlord on or before the due date are late and constitute a default under this Agreement.

  - (a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay an administrative charge of \$25.
  - (b) The Resident also agrees to pay the Landlord an additional charge of \$25 for any returned item.
- 5. EARLY TERMINATION OF AGREEMENT:** For any early termination, the Resident shall provide thirty (30) days' notice, shall pay rent through the end of such notice, and shall pay an amount equal to one month's rent to the Landlord as liquidated damages for the early termination of this Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Resident as a result of Resident's physical damage to the Premises.
- 6. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** The Resident and Landlord acknowledge that, prior to signing this Agreement, they conducted a joint examination of the Premises. The Resident hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to the Resident in good order and repair and that the Premises were in safe, clean and habitable condition. The parties agree that all obligations of Landlord to perform repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Resident Premises that are in a safe and habitable condition. Any latent defects that are found in violation

of any applicable law shall be cause for termination by the Resident unless cured within 15 days after notice from Resident to Landlord. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and for damage to the Premises that is not described on the Property Condition Report as existing prior to the Resident's occupancy. Any damage that exceeds normal wear and tear is subject to repair by Landlord at Resident's expense.

**7. ASSIGNMENT AND SUBLETTING:** The Resident shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license made without the prior written consent of the Landlord shall constitute a breach of this Agreement by the Resident and may subject the Resident to eviction and/or claims by the Landlord for monetary damages.

**8. NUISANCE:** The 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 Section 20 below and in accordance with applicable law.

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

- (a) The 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 Agreement by Resident and will, at the option of the Landlord, permit immediate termination of said Agreement.
- (b) The 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; nor sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- (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 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 the Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of the Resident to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Agreement.

**10. ANIMALS:** Resident shall be permitted to keep domestic animals as set forth in the Pet Addendum attached hereto. No other animals may be maintained or housed on the Premises, including the exterior thereof, without the prior written consent of the Landlord. The 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.

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

**12. UTILITY CHARGES:** 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	

There shall be no change in the Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Agreement without the Landlord providing the Resident at least six (6) months prior written notice.

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

**14. ALTERATIONS AND FIXTURES:** The Resident shall make no alterations to the Premises, incur any debt 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 at Resident's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Resident at the expiration of this Agreement. In the event such fixture or other personal property of the Resident is not removed at the expiration of this Agreement, the Landlord may treat the same as abandoned and charge the Resident the cost paid for removal of the property and repair of the Premises.

**15. ACCESS DURING OCCUPANCY:** The Resident will allow the Landlord or an agent of the 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 Saturday. In the event the Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need not do so beyond 14 days. The purpose of the access is to perform inspections at a minimum of once per month to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Agreement. 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 to the Premises in case of an emergency situation, as provided in the Resident Guide. Failure of Resident to permit such access to Landlord will constitute a default under the terms of this Agreement.

**16. PROPERTY INSURANCE:** The Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damage to personal property. The Resident acknowledges being advised to obtain insurance at Resident's cost to protect the Resident from claims for property damage and physical injury caused by or to the Resident, or the Resident's family member(s), 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.

**17. DESTRUCTION OF PREMISES:** The Resident may terminate this Agreement if the Premises become uninhabitable for a period in excess of one month because of fire, condemnation, or other casualty that is not the result of the Resident's negligence or the negligence of the Resident's family member, guest, or invitee. The 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, where the damage was not the fault of the Resident or Resident's family member, guest, or invitee. If the Premises cannot be repaired within 60 days, the Landlord shall have the right to terminate this Agreement, or the Resident shall have the option of vacating the Premises. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful act of the Resident, or Resident's family member(s), guests, or invitees.

**18. 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, 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 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 POLICE IMMEDIATELY.**

**19. 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 the Landlord. At the time of request, Landlord will provide Resident with move-out procedures. An appointment for a walk through inspection must be scheduled no less than ten (10) days before the Resident ends occupancy of the Premises pursuant to this Agreement. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Agreement, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Resident with a copy of the Property Condition Report.

## **20. EVICTION:**

- (a) The Landlord may terminate this Agreement and evict the Resident as provided in Section 21, below, and in accordance with applicable law, for Resident's failure to pay rent or for one or more violations by Resident of this Agreement 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 Fort Hamilton by the Garrison Commander.
- (b) If the Resident remains in possession without the Landlord's consent after expiration of the term of this Agreement, the Resident is deemed to be in breach of this Agreement and the Landlord may commence an eviction action. An eviction action may be filed no earlier than the first day following the termination of this Agreement. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Resident.

## **21. TERMINATION BECAUSE OF DEFAULT:**

- (a) If Resident defaults in fulfilling any of the covenants of this Agreement, as set forth in Section 20, above, then, upon Landlord serving a written five (5) days' notice to Resident specifying the nature of said default and upon the expiration of said five (5) days, if Resident shall have failed to comply with or remedy such default, then Landlord may serve a written three (3) days' notice of cancellation of this Agreement upon Resident, and upon the expiration of said three (3) days, this Agreement and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this Agreement and the term thereof and Resident shall then quit and surrender the demised premises to Landlord but Resident shall remain liable as hereinafter provided.
- (b) If the notice provided for in Section 21(a), above, has been given and this Agreement has expired as aforesaid, then Landlord may without notice, re-enter the Premises either by force or otherwise and dispossess Resident by summary proceedings or otherwise.
- (c) If Landlord materially fails to comply with any of the terms of this Agreement, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to Landlord, then Resident shall have the option of declaring this Agreement terminated and may immediately vacate the Premises, without forfeiting whatever other right the injured party may have for breach of this Agreement.

**22. LANDLORD'S REMEDIES:**

- (a) In case of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, and/or putting the demised premises in good order, or for preparing the same for re-rental; and/or (ii) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Agreement and may grant concessions or free rent or charge a higher rental than that in this Agreement. Mention in this Agreement of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Resident hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Resident being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Resident of any of the covenants and conditions of this Agreement, or otherwise.
- (b) If Landlord, in connection with any default by Resident in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Resident to Landlord within five (5) days of rendition of any bill or statement to Resident therefore, and if Resident's lease term shall have expired at the time of making such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

**23. ABANDONMENT:** If following an eviction of Resident or abandonment of the premises by Resident any personal property of Resident remains in the Premises, such property shall be deemed to have been abandoned by Resident and Landlord may, at resident's expense and without prior notice to Resident, remove such property and at Landlord's option either dispose of the property or store it in a storage facility of Landlord's choosing (which need not be climate-controlled). Landlord shall not be responsible to Tenant for any loss or damage to Resident's personal property.

**24. NOTICES:** Unless otherwise provided, any notice period provided for by this Agreement shall begin to run on the date such notice is delivered. 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 the number of 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 the Landlord shall be sent to:

Carlisle/Picatinny Family Housing LP  
P.O. Box 1018  
Carlisle, PA 17013

**25. SEVERABILITY:** If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision and to this end, the provisions of this Agreement are declared to be severable.

**26. CONFIDENTIALITY OF RESIDENT RECORDS:** The 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 the Resident's periodic rental payment, 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, including 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.

**27. MODIFICATIONS:** No modifications to the terms and conditions of this Agreement shall be enforceable unless executed in writing, signed and dated by all of the parties to this Agreement.

**28. CONFLICTS:** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Resident Guide.

**29. RESIDENT GUIDE:** The Resident acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after 30 days notice is given of such changes. The Resident Guide, together with the Pet Addendum, attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby incorporated herein and made a part hereof.

**30. JOINT AND SEVERAL LIABILITY:** If this Agreement is executed by more than one person as Resident, then the liability of all such persons to Landlord hereunder shall be joint and several, and references in this Agreement to the Resident shall be deemed to include all persons who so execute this Agreement as Resident.

**31. SUBORDINATION.** This Agreement and Resident's rights hereunder, are subject and subordinate to all present and future financings secured by property of which all the Premises are a part.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Agreement, each of which shall constitute an original.

**LANDLORD** \_\_\_\_\_(SEAL)

**DATE:**\_\_\_\_\_

**RESIDENT** \_\_\_\_\_(SEAL)

**DATE:**\_\_\_\_\_