

<b>COMMUNITY</b>					
<b>UNIT NUMBER</b>		<b>UNIT ADDRESS</b>			<b>UNIT TYPE</b>
<b>CITY</b>		<b>COUNTY Duval County</b>		<b>STATE FL</b>	<b>ZIP</b>
<b>1. CURRENT DATE</b> Month __, 20__		<b>2. LEASE COMMENCEMENT DATE (MM/DD/YYYY)</b> Month __, 20__			<b>3. LEASE END DATE</b> Month __, 20__
<b>4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE</b>					
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	D. Branch	e. Duty Station/UIC
<b>5. MONTHLY RENT \$</b> _____			<b>6. PARTIAL RENT PAYMENT \$</b> _____		
<b>7. SECURITY DEPOSIT AMOUNT \$</b> _____					
<b>8. LATE CHARGE</b> \$ 25.00					
<b>9. RETURNED PAYMENT CHARGE</b> \$ 25.00					
<b>10. UTILITIES PAID BY OWNER</b> All paid by Owner except telephone, cable TV, or any other service contracted by Resident(s) with a third party service provider. Terms are subject to change pursuant to Paragraph 8.					
<b>11. RENT PAYABLE TO OWNER AT THE MANAGEMENT OFFICE LOCATED AT : NAS Jacksonville, Building 960 Ballard Street, Jacksonville, FL 32212</b>					
<b>12. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above )</b>					
1a. NAME (Last, First, Middle Initial)				b. DATE OF BIRTH	c. RELATIONSHIP
2a.				b.	c.
3a.				b.	c.
4a.				b.	c.
5a.				b.	c.
6a.				b.	c.
<b>13. EMERGENCY CONTACT</b>					
a. NAME		b. RELATIONSHIP		c. TELEPHONE	
<b>14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:</b>					
<b>READ AND ACCEPTED BY:</b>					
<input checked="" type="checkbox"/>					
<b>RESIDENT</b>			<b>PRINTED NAME</b>		
<input checked="" type="checkbox"/>					
<b>RESIDENT</b>			<b>PRINTED NAME</b>		
<input checked="" type="checkbox"/>					
<b>OWNER</b> By: Balfour Beatty Communities Management Company, Authorized Agent			<b>PRINTED NAME</b>		

**THIS LEASE** is made on the "Current Date" listed in Box 1, Page 1, between **Southeast Housing, LLC** Owner of the subject Premises (the "Owner"), and the individuals referenced in this Lease in Box 4, Page 1 (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Premises.** The property to be rented is located in the Community of \_\_\_\_\_ (the "Community") at \_\_\_\_\_ (the "Premises") and includes the housing unit, front and back yards, garage, driveway, designated parking, carport, as applicable, and any outside storage located in the yard.
2. **Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1 of this Lease. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The property is managed by Balfour Beatty Communities Management Company, which company address and phone number is specified in Box 11, Page 1. Balfour Beatty Communities Management Company is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of Owner.
3. **Term/Automatic Renewal.** The initial term of this Lease is for seven full months commencing upon the date set forth in Box 2, Page 1, and ending on the date set forth in Box 3, Page 1. However, for Resident(s) in possession of the Premises as of September 30, 2007, Owner reserves the right to extend the lease commencement date in Box 2, Page 1, to a date that is no later than December 31, 2007, by delivering written notice of the extension to Resident. In such event, this Lease shall be deemed amended to reflect the new commencement date in Box 2, Page 1, and a new termination date in Box 3, Page 1, which termination date shall be seven (7) months after the new commencement date but no later than July 31, 2008. After expiration of the initial term, if a new Lease has not been executed by Resident and Owner and the Resident remains in possession, this Lease will automatically continue on a month-to-month tenancy. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party.
4. **Rent.** The rent and Owner-provided utilities ("Rent") shall be in an amount equal to the Basic Allowance for Housing at the With Dependents rate (the "BAH") for Resident's duty station and military grade, if Resident's duty station is within a sixty (60) minute commute of the Premises, or at the With Dependents rate that would be charged for Resident's military grade at the Premises if Resident's duty station is not within a sixty (60) minute commute of the Premises. BAH for the pay grade of the tenant shall be the maximum charged for rent and normal utilities (not to include telephone, cable, or internet). Rent shall be payable in arrears in monthly installments. The monthly Rent installment will begin in the amount specified in Box 5, Page 1, due in accordance with the payment option (Allotment, UDEFT, or Direct Payment) as selected below. If Residents are dual Military (service member married to service member), the Rent for the Premises will be equal to the BAH of the senior service member Resident at the With Dependent's rate. Rent includes the following utilities and services: water, sewer, trash, recycling and gas, oil, steam and electric. In addition, renter's insurance, as specified in Section 24 of this Lease, will be provided by Owner. If Resident's BAH rate changes at any time for any reason, Resident shall notify Owner within ten (10) business days of the change. Resident shall be responsible for the payment of Rent at the charged rate from the effective day of any change and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from Owner of the increase or decrease in the amount of the monthly Rent which will take effect upon any increase or decrease in Resident's applicable BAH. In the event Resident becomes ineligible for BAH, the Rent will be equal to Resident's BAH immediately prior to Resident's ineligibility.

If this Lease begins after the first day of the month, Resident shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent at the time the Lease is signed. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1<sup>st</sup>) day of the following month.

- a. Allotment Option: Resident chooses to pay Rent through Allotment from the senior service member Resident's pay account to Owner. The Allotment will be increased or decreased when increases or reductions occur to the senior service member Resident's BAH rate. Resident shall execute any additional documents that are necessary to make monthly payments ("Allotment") equal to the BAH to Owner at lease signing and agrees to take no action to terminate such Allotments without making arrangements with Owner. If Resident's Allotment is

terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. \_\_\_\_ - **(Initial here to accept this option.)**

- b. UDEFT Option: Resident chooses to pay Rent through UDEFT from the senior service member Resident's pay account to Owner. The UDEFT will be increased or decreased by Resident when increases or reductions occur to the senior service member Resident's BAH rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in Resident's BAH rate. Resident shall execute all required documents that are necessary to make monthly Rent payments ("UDEFT") equal to the BAH at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Owner. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. \_\_\_\_ - **(Initial here to select this option.)**
- c. Direct Payment Option: Resident chooses not to use Allotment payment method will pay in arrears after compensation (as recognized in the service member's Leave and Earnings Statement) is received and agrees to make Rent payments directly to Owner on the first day of each month, without notice, to Owner's office located at **Southeast Housing, LLC, Building 960 Ballard Street, Naval Air Station, Jacksonville, FL 32212**, or such other person at such address as Owner may notify Resident. Rent payment owed by Resident pursuant to this Lease and not paid by Allotment will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Resident understands that by choosing this option, they are responsible for paying a Security Deposit in the amount as shown in Box 7, Page 1, which will be held at **Merrill Lynch, 4804 Deer Lake Drive, Building 1, 1<sup>st</sup> Floor, Jacksonville, FL 32246**. \_\_\_\_ - **(Initial here to select this option.)**

5. **Security Deposit.** A Security Deposit equal to one month's Rent will be required unless Resident chooses to pay by and fills out all documents pertaining to Allotment or UDEFT. Owner agrees to hold the security deposit, if any, in accordance with applicable Florida law. Upon vacating the Premises at Lease termination, if Owner does not intend to impose a claim on the Security Deposit, Owner shall have fifteen (15) days to return the Security Deposit together with interest (if held in an interest-bearing account) or Owner shall have thirty (30) days to give Resident written notice by certified mail to Resident's last known mailing address of its intention to impose a claim on the Security Deposit and the reason for imposing the claim. Unless Resident objects to the imposition of Owner's claim or the amount thereof within fifteen (15) days after receipt of Owner's notice of intention to impose a claim, Owner may then deduct the amount of the claim and shall remit the balance of the Security Deposit to Resident within thirty (30) days after the date of the notice of intention to impose a claim for damages. The Security Deposit shall be held by Owner at **Merrill Lynch, 4804 Deer Lake Drive, Building 1, 1<sup>st</sup> Floor, Jacksonville, FL 32246** in a separate **non-interest bearing** account not commingled with any of Landlord's other funds.
6. **Late Charge/Returned Checks.** Resident acknowledges either late payment of Rent or the refusal of an Allotment may cause Owner to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Owner. If any installment of Rent due from Resident is not received by Owner or postmarked by the fifth (5<sup>th</sup>) day after the date due, Resident shall pay to Owner a late charge for such monthly installment as set forth in Boxes 8 and 9 on Page 1. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or returned payment. Any late charge shall be paid by personal check, certified check or cashier check with the current installment of Rent. Owner's acceptance of any late charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a late charge shall not be deemed an extension of the date Rent is due or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.
7. **Condition of Premises Upon Commencement Date.**

- a. Owner and Resident will jointly inspect the Premises unless Resident chooses to accept without inspection the condition of the Premises as described in the Move-In/Move Out Property Condition Report. Within three (3) business days of the Commencement Date, Resident shall complete and return to Owner the Move-In/Move-Out Property Condition Report detailing any deficiencies noted in the Premises. Owner and Resident will sign the Move-In/Move-Out Property Condition Report. If Resident does not return the Move-In/Move-Out Property Condition Report to Owner, Resident accepts the Premises without exception. Resident agrees to return the Premises to Owner at the Termination Date in the same condition less ordinary wear and tear as further described in Section 26.
- b. Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable laws affecting health and safety. Resident agrees to:
  - (i) Dispose of all ashes, rubbish, garbage and waste in a clean and safe manner;
  - (ii) Use all plumbing, electrical, sanitary, ventilating, air conditioning facilities and appliances in a safe and responsible manner; and
  - (iii) Not deface, damage or otherwise harm any part of the Premises.

8. **Services and Utilities.** Rent will always include water and sewer utilities. Rent will also include gas/oil and electric utilities unless and until Owner notifies Resident of Resident's responsibility to pay for such gas/oil and electric utilities (the "Utility Notice"). Such Utility Notice shall be in writing and provide 180 calendar days notification period until such revision becomes effective. Telephone service, cable television, satellite television, internet service and any other services directly contracted by Resident with a service provider are not included in Rent and are Resident's responsibility to pay.

9. **Occupant(s) and Permitted Use.** Resident, Occupants(s) 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, Resident Services Office staff, contractors, or other persons engaged in lawful activity in the area.

- a. Resident(s) must register and obtain written approval from Owner for guests staying at the Premises longer than thirty (30) days.
- b. Resident must obtain written approval from Owner for a live-in care provider staying more than thirty (30) days.
- c. Resident(s) and/or Occupants(s) may, with written permission of Owner and execution of a Home Based Business Addendum, conduct a business in the Premises of a type normally permitted under state/local laws and regulations governing the conduct of businesses. Owner's granting of permission is not a warranty that the Premises is suitable for the conduct of Resident's home-based business. Resident(s) and/or Occupants(s) conducting a business will be required to comply with and are subject to inspection by the appropriate city, county, state, or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements. Resident is responsible for obtaining the necessary state or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to Owner.
- d. Resident and/or Occupant may, with written permission from Owner and execution of a Home Based Business Addendum, operate a child care facility in the Premises through participation in the Child Development Homes program. Resident and/or Occupant must be certified through the Department of the Navy sponsored Child Development Program. Resident is responsible for

obtaining the necessary State or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to Owner.

10. **Resident Guide.** Resident agrees to comply with all occupancy rules and regulations contained in the Resident Guide governing the Community whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Resident Guide as an Addendum which is incorporated into this Lease. Owner may from time-to-time amend and supplement the Resident Guide, effective thirty (30) days following posting notice of such amendment at the Community Management Office and delivery of written notice to Resident(s). Violation of the occupancy rules and regulations contained in the Resident Guide may be considered a violation of this Lease.
11. **Pets.** A maximum of two (2) pets are allowed to live or be harbored on the Premises, in accordance with the restrictions set forth in the Resident Guide. No pet deposit will be required.
12. **Repairs/Alterations/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without the express written consent of Owner and Resident will not incur any debt against Owner or create any lien upon the Premises for any work done or material furnished. Resident shall notify all parties performing work on the Premises at Resident's request that the Lease does not allow any liens to attach to Owner's interest. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, 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 altered, modified, installed or removed without express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes. Refer to the Resident Guide for further details.
13. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. Resident shall be responsible for checking and maintaining all smoke and carbon monoxide detectors and any additional phone lines installed for personal use beyond the line Owner shall provide and maintain. Resident shall immediately notify Owner, in writing, of any problem, malfunction or damage. Owner 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 Owner; and Resident is not delinquent in the payment of Rent at the time notice is given or (b) the condition materially affects the physical health or safety of an ordinary resident. Owner shall have a reasonable amount of time to commence and complete Owner's repair of the Premises. Resident shall be billed for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be billed for all damage to the Premises as a result of failure to report a problem in a timely manner. Resident shall be billed for repair of improper drain blockages or stoppages caused by Resident, Occupant or guests. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall grant Owner the right to hire someone to perform such maintenance and bill Resident to cover the cost of such maintenance. Maintenance of the landscaping is the responsibility of Owner, with the exception of any fenced area, which is the responsibility of Resident. For further information on Maintenance guidelines and procedures, refer to the Resident Guide.
14. **Waiver and Liability.**
  - a. To the extent permitted by law, Resident shall be financially responsible for reimbursing Owner if Owner incurs any loss or damage as a result of or relating to: (i) any default by Resident; or (ii) the breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.
  - b. Owner shall not be liable to Resident for any lack of access to the Community, or any other land under the control of the Federal Government.
  - c. If Owner does not exercise its rights under this Lease, Owner may still exercise these rights at a later date.

15. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, including, but not limited to, any damage caused to the Premises or Community by Resident, Occupant or Resident's guest, jointly with every other Resident, and individually, whether or not in possession.
16. **Entry onto the Premises.** Resident shall permit Owner, upon at least twenty-four (24) hours' prior notice, to have access to the Premises during Owner's office hours for the purpose of making inspections and repairs. Preventative Maintenance Inspections must be accomplished a minimum of twice per year. Owner shall have access to the Premises at other times, with prior notice of at least twelve (12) hours to Resident, for the purpose of making Resident-requested repairs. Owner shall have immediate access to the Premises, without notice to the Resident, in case of an emergency situation. Owner may also enter the Premises with at least forty-eight (48) hours' posted notice if it appears that the Premises have been abandoned by Resident for fifteen (15) days or more, if Owner obtains an appropriate court order, or as otherwise permitted by applicable laws.
17. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
18. **Estoppel Certification.** If the Premises is sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms--Estoppel Certification" (the "Certification"), Resident agrees to execute and deliver the Certification to Owner within ten (10) days acknowledging, if true, that this Lease is unmodified and is in full force and effect, or in full force and effect as modified with Owner's consent and stating the modifications. If Resident fails to do so (except by reason of deployment), it will be deemed an acknowledgment by Resident that the Certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser. If Resident is deployed when such request is made, Resident shall sign the Certificate, if true, within ten (10) days of actual receipt of notice thereof after returning to the United States. In any case wherein Resident alleges that the Lease has in fact been modified, Resident shall so state in the Certification. The Certification shall provide a plain statement for Resident to sign to indicate that the Lease has, in fact, been modified.
19. **Termination Because of Default.** In the event of a default as described below, Resident, as the injured party, shall have the option of declaring the Lease terminated and may immediately vacate the Premises, or Owner, as the injured party, shall be entitled to immediate possession of the Premises, as the case may be, without either injured party forfeiting whatever other right there may be for breach of this Lease.
- a. **Owner Default.** Except as noted below, Owner will be in default if Owner fails to comply with Owner's required repair obligations under this Lease or fails to comply with other material provisions of this Lease and such failure continues for more than seven (7) days after the Resident delivers a written notice to Owner that describes how Owner has violated the Lease. If Owner's failure to comply is due to causes beyond Owner's control and if Owner has made, and continues to make, every reasonable effort to correct the problem, the Lease may be terminated or altered by the parties, as follows:
- (i) If Owner's failure to comply makes the Premises uninhabitable and Resident vacates, Resident shall not be liable for Rent during the period the Premises remains uninhabitable.
- (ii) If Owner's failure to comply does not make the Premises uninhabitable and Resident continues to occupy the Premises, Rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
- b. **Resident Default.** Resident shall be in default and Owner shall have the right to terminate the Lease if any of the following occur:

- (i) Resident fails to pay Rent when due and the default continues for three (3) days excluding Saturday, Sunday and legal holidays, after delivery of written demand by Owner for payment of the Rent or immediate possession of the Premises; or
- (ii) Resident fails to perform its obligations under the Lease, and the failure is such that Resident should not be given an opportunity to correct it or the failure occurs within twelve (12) months of a written warning by Owner of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Owner's or other resident's property by an intentional act or a subsequent or continued unreasonable disturbance; or
- (iii) Except as provided above, Resident fails to perform any other obligation under the Lease and the default continues for more than seven (7) calendar days after delivery of written notice to Resident from Owner specifying the default, including a notice that if the noncompliance is not corrected within seven (7) calendar days from the date the written notice is delivered, Owner shall terminate the Lease; or
- (iv) Resident's actions affect or threaten to affect the health or safety of other residents in the community; or
- (v) Resident substantially interferes with the right to quiet enjoyment of other residents in the community; or
- (vi) If Resident willfully remains in possession of the Premises without Owner's consent after expiration of the term of this Lease, Resident is deemed to be in breach of this Lease and Owner may apply for removal or sue for eviction of Resident in accordance with applicable law. A complaint applying for removal or eviction of Resident 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 Owner, Resident shall be obligated to pay Owner's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident, together with double the amount of Rent due on the Premises for the period during which Resident refuses to surrender possession.

20. **Mutual Termination by Resident(s) and Owner Prior to Expiration of Term.** Upon debarment of any Resident or Occupant from the installation, this Lease may be terminated by mutual agreement of the Resident and Owner. \_\_\_\_\_ (RESIDENT INITIALS)

21. **Early Termination by Resident.**

- a. A Resident that is a military member shall have the right to terminate this Lease if: (i) Resident is required pursuant to permanent change of station orders to move thirty-five (35) miles or more from the location of the Premises; (ii) Resident receives temporary duty or deployment orders equal to or in excess of sixty (60) days' duration to depart thirty-five (35) miles or more in radius from the Premises' location; (iii) Resident is prematurely or involuntarily discharged or released from active duty with the Armed Forces of the United States or the Coast Guard; (iv) Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right); or (v) for any of the reasons set forth in Sections 83.682(1)(a) through (f) of the Florida Statutes. In addition, a Resident who is a servicemember shall have the right to terminate this Lease as provided in the Servicemembers' Civil Relief Act, as shall Resident's dependents as provided in the Servicemembers Civil Relief Act.
- b. In order to terminate this Lease under Section 21a. above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by either a copy of Resident's official military orders or a copy of a written notice of an action signed by Resident's Commanding Officer, supporting the grounds for early termination and evidencing the

circumstances giving rise to such right). Such notice shall also state an effective date for the termination, which date shall not be less than thirty (30) days after the date Owner receives such notice. If (i) Resident terminates this Lease early under Section 21a. above, or (ii) two Resident(s) terminate this Lease under either Sections 21c. or 21d. below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of this Lease.

- c. If two Resident(s) are military members and only one Resident terminates this Lease under Section 21a. above, the remaining Resident will not be required to terminate the Lease as to the remaining Resident, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate. Rent will be equal to the BAH of the remaining military member.
- d. If only one Resident is a military member and if that Resident terminates this Lease under Section 21a. above, the remaining Resident shall not be required to terminate this Lease, but has the option to terminate or extend the Lease and permission will be given on a case by case basis. In the event such non-military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent immediately prior to termination by the military Resident.
- e. Upon termination of the Lease under Sections 21 a-d above, Resident shall be liable for the Rent due under this Lease prorated to the effective date of the termination, payable at such time as would have otherwise been required by the terms of this Lease.
- f. For any early termination by Resident prior to the Lease Expiration Date as shown in Box 3, Page 1, for any reason not described in Sections 21a -21d above, Resident shall provide at least thirty (30) calendar days' notice to Owner of such early termination and shall be responsible for all payments required under this Lease through such thirty (30) days, together with an Early Termination Fee equal to one month's Rent, any outstanding Rent and any other amounts owed to Owner pursuant to the terms of the Lease.

**22. Early Termination by Owner.** Owner may terminate this Lease for the following reasons:

- a. Failure to vacate the Premises and community with notification by the Installation Commanding Officer.
- b. Misuse or illegal use of the Premises, or conduct of Resident, Occupants(s), and/or guests which is detrimental to community safety and health.
- c. Unacceptable care of or damage to Premises.
- d. When Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises.
- e. Use of the Premises for illegal activities or commercial purposes for which Owner has not given written authorization in advance.
- f. For criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors.
- g. Construction and extensive renovations and repairs of the Premises and/or common areas, which may require Resident to vacate the Premises, as set forth in the Relocation Addendum.

**23. Hold Harmless and Indemnity.**

- a. To the extent allowed by, and not inconsistent with applicable law, Owner 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 Owner or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Owner has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. Owner does not guarantee, warrant or assure Resident's personal security. In the event of criminal activity, Resident should contact the appropriate authorities immediately.
  - b. **Disclaimer of Liabilities:** To the extent allowed by, and not inconsistent with, the terms of applicable law, Owner shall not be liable to Resident's invitees, guests, family, employees, agents, 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 Owner.
  - c. **Resident's Indemnity:** Resident shall indemnify and hold Owner 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 Owner in or about the Premises, unless the same is caused solely by the gross negligence or willful act or willful omission of Owner.
24. **Renter's Insurance.** Owner's insurance covers the Premises and content provided by Owner. Owner will provide insurance coverage of \$20,000, at no additional cost to Resident, for loss of Resident's personal property. The insurance provides replacement coverage with a \$250 deductible payable by Resident. Resident is encouraged to carry additional insurance for high-value personal property. Owner will provide documentation of insurance coverage to Resident. Insurance coverage details are contained in the Insurance Coverage Addendum.
25. **Government's Right to Restrict Access for Security Reasons.** Owner and Resident acknowledge that the Government, as represented by the Department of the Navy, has reserved the right to impose access restrictions upon all Resident(s) from time to time as security considerations may require. Such restrictions may include identification checks, searches of vehicles and persons, and any other measures appropriate to the situation. Access to the Premises may be restricted or denied at the discretion of the Resident's Commanding Officer or the Installation Commanding Officer depending on the nature and severity of the specific force protection or defense conditions. Resident(s) shall not make any claim against Owner if the Department of the Navy imposes such restrictions.
26. **Exit Inspections and Resident's Obligations Upon Vacating the 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 Owner. At the time of written notice to vacate, Owner 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) business days before Resident ends occupancy of the Premises pursuant to this Lease. Using the Move-In/Move-Out Property Condition Report that was used to record the condition of the Premises at the Lease Commencement Date, Owner shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Owner shall sign and provide Resident with a copy of the Move-In/Move-Out Property Condition Report.
  - a. If Resident does not schedule and attend a Move-Out inspection of the Premises, Resident will accept Owner's assessment of damages or deficiencies that exceed normal wear and tear as permitted by applicable law and be responsible for payment of costs to Owner within ten (10) business days of Move-Out.

27. **Damage to the Premises.**

- a. If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, hurricane, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable as determined by the applicable governing authority or by Owner, either Owner or Resident may terminate this Lease by giving the other written notice within thirty (30) days after the date of such damage, which shall be effective retroactively to the date on which the Premises became totally or partially uninhabitable. 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. Neither party will have any further obligation to the other. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Owner may alternatively offer Resident another Premises if one is available. Resident may accept the Premises and this Lease will remain in effect.
- 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. Resident will be responsible for payment of the repair and damages to the Premises caused by Resident or Occupant and shall make such payment within thirty (30) calendar days of notice thereof from Owner. Failure to pay such amount is a material breach or default of this Lease. Or, Resident has the option of restoring the Premises, at Resident's own cost, to its original condition within seven (7) calendar days of written notice from Owner.

28. **Right to Relocate.**

- a. Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions at any privatized location. Owner will give Resident no less than a 45-day advance notice. (See Relocation Addendum for additional information and requirements.)
- b. Relocations directed by Owner will be at no cost to Resident, except 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.

29. **Abandonment.** If Resident has been absent from the Premises for more than fifteen (15) consecutive days without written notification to Owner, the Premises may be deemed abandoned. Resident agrees that upon surrender or abandonment, as defined by Florida Statutes, Owner shall not be liable or responsible for storage or disposition of Resident's personal property.

30. **Choice of Law.** Owner and Resident agree that the Lease and the contractual relationship between the parties shall be construed exclusively in accordance with and shall be exclusively governed by:

- a. Federal substantive law, except that the following state law shall apply: Part II, Chapter 83, Florida Statutes \_\_\_\_\_ **-(Initial here to acknowledge the applicable law.)**

Or

- b. Part II, Chapter 83, Florida Statutes and Florida state common law. \_\_\_\_\_ **-(Initial here to acknowledge the applicable law.)**

31. **Sex Offenders Registration.** If any member of Resident's household is subject to residency restrictions under Florida law, it is Resident's obligation to fully comply with all of the provisions of the applicable law. If the location of the premises places Resident, or any Occupant, in potential violation of Florida law, it is Resident's responsibility to immediately notify the Community Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of the Lease. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate Florida law. Resident will be required to pay for the costs of

Resident's move and applicable Lease Termination Fees. If no alternative premises is available, Resident's Lease will be terminated with seven (7) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination.

32. **Confidentiality of Resident Records.** Owner 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 Owner of a subpoena for the production of records. This section shall not preclude Owner from releasing information pertaining to a Resident or prospective Resident in the event of an emergency. If rental history or other information on Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.
33. **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.
34. **Change in Ownership/Subordination.** This Lease and Resident's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans, or leases on the building or land.
35. **Modifications.** No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.
36. **Notices.**
- a. To Resident – Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing; (ii) it is addressed to Resident at the Premises or, if specified in writing by the Resident, to any other address and; (iii) it is personally delivered to the Resident or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked.
  - b. To Owner – Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 11, Page 1, of this Lease. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked. This notification section does not apply to monthly payment of Rent.
37. **Controlling Document.** In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and any other exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement shall, in all respects, govern and control.
38. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department. This notice is given pursuant to Florida Statutes Section 405.056.
39. **Addenda.** Resident(s) acknowledges receipt of the following supplements and understands that they are a binding part of this Lease.
- Resident Guide
  - Pet Addendum
  - Historical Home Addendum
  - Executive Home Addendum
  - Relocation Addendum
  - Home Based Business Addendum
  - Satellite Dish Addendum

- Mold and Mildew Disclosure
- Lead Based Paint Disclosure
- Asbestos Addendum
- Resident's Personal Property Insurance Policy