

RESIDENT OCCUPANCY AGREEMENT

THIS DOCUMENT IS A LEGAL, BINDING AGREEMENT AND SHOULD BE REVIEWED CAREFULLY FOR AN EXPLANATION OF ANY CLAUSE. CONSULT YOUR LEGAL COUNSEL. INITIAL EACH PARAGRAPH WHERE PROVIDED.

THIS RESIDENT OCCUPANCY AGREEMENT (the “**Agreement**”) is made as of *enter date* by and between Bragg Communities, LLC (the “**Owner**”) and *enter resident’s name enter resident’s name* (the “**Resident**”). In consideration of the representations made by Resident on his or her application, the independent promises and covenants of each to the other and the rent to be paid, Owner rents to Resident and Resident rents from Owner the Home as defined below on the following terms, conditions, and covenants.

All matters relating to this Agreement shall be managed by Corvias Management – Army, LLC (the “**Community Manager**”). The Community Manager shall serve as Owner’s representative and any payments, notices, or other information Resident is obligated to make to Owner shall be made to the Community Manager.

1. DEFINED TERMS. The following terms when used in this Agreement shall have the following meanings:

- a. **Home.** The residential dwelling unit located at *enter address*, Fort Bragg, North Carolina, not including Common Areas.
- b. **Date of Possession.** *enter date*
- c. **Term.** Begins on the “First Day” and ends on the “Last Day”, unless otherwise provided by Owner and Resident.
 - i. “First Day” (if different from date of possession): *enter date*
 - ii. “Last Day”: *enter date*
- d. **Monthly Rent.** Due on the first day of each month and equal to *enter amount*
- e. **Late Charge.** Five percent (5%) of the Monthly Rent, which shall be payable by Resident and collectible by Owner as Additional Rent.
- f. **Bad Check Charge.** Twenty-five dollars (\$25.00) payable by Resident and collectible by Owner as Additional Rent.
- g. **Additional Rent.** All amounts in addition to the Monthly Rent which Resident and Owner specify in this Agreement are to be payable by Resident and collectible by Owner as additional rent, including, but not limited to Late Charges, Bad Check Charges, damages to Home, Lockout charges, any cost and expense incurred by Owner for attorney’s fees or for filing fees in litigation or otherwise in the enforcement of any provision of this Agreement against Resident for any act and/or by any person in the Development because of Resident.
- h. **Occupant.** In addition to the above-named individual as Resident, the members of his or her family listed below and collectively referred to as “Occupants”:
enter name(s)
enter name(s)
- i. **Termination Date.** The date this Agreement terminates by its terms, by the agreement of Owner and Resident or by law.
- j. **Development.** The Home, land, and any and all Common Areas operated as an integral unit by the Owner and commonly known as Fort Bragg Privatized Military Family Housing. The Home is a part of the Development.
- k. **Common Areas.** Those areas and facilities that are part of the Development owned by Owner and used by or for the benefit of Resident, Occupants, Resident’s guests, agents and/or invitees, including, but not limited to, lawns, parking lots, storage areas, recreational areas, laundry areas, access roads, furnace rooms, utility rooms, stairways, halls, sidewalks, entrance and lobby areas, and elevators.

- 2. ADVANCE PAYMENT.** Before taking possession of the Home, Resident shall pay Owner:
- a. Security Deposit: *enter amount*
 - b. Monthly Rent Payment: *enter amount*
 - c. Other: *enter amount*
 - d. Pro-rated Rent: *enter amount*
 - e. Total: *enter amount*
 - f. Pro-Rata Monthly Rent Payment due at or before the time of move-in: *enter amount*
- 3. UTILITIES.** As part of the Monthly Rent, the Owner shall provide electricity, natural gas, water, sewage collection and waste collection. Resident agrees not to waste the Utilities provided by the Owner and to comply with any applicable law, regulation or guidelines of any governmental authority for the regulation and conservation of utilities or fuels. Resident acknowledges that the Owner cannot be responsible for any interruption or reduction of utility service resulting from Owner's compliance with any law, regulation, guideline or voluntary program for the conservation of energy. Further, Resident agrees that the Owner shall not be liable in any manner for the failure to provide or for the interruption of, or for the stoppage of, any utility or for the failure of any mechanical equipment unless it is the result of the Owner's negligent act or omission, which is not corrected, repaired or cured in a reasonable period of time. The Owner is not to be constructed as an agent, associate or partner of any utility provider or supplier.

Resident is responsible for telephone (local and long distance), Cable TV (basic and expanded), Satellite Service, and Internet Service (high speed and dial-up), and any other services contracted for directly by Resident with a service provider.

Notwithstanding the forgoing, the installation-wide implementation of the Army's Energy Conservation Program requires, without further notice, Resident to be responsible for the payment of either some or all utilities servicing the Home, including the payment for all electric or gas consumption (at the prevailing utility rates) in excess of the established "baseline" consumption for the Home. The methodology for calculation of the "baseline" usage consumption for the Home will be provided to Resident upon Resident's written request.

- 4. PAYMENT OF RENT.** Resident agrees to pay in advance the Monthly Rent for the Home in the amount set forth in Section 1 on the first day of each and every month during the Term. The Monthly Rent is due, without deduction or demand, at the Community Manager's office. Payment by personal check is a privilege accorded by the Owner at its sole discretion and the Owner specifically reserves the right to demand payment by certified check or money order for any and all sums, including Additional Rent, due under this Agreement. Further, the Resident agrees that any sums received by the Owner or Community Manager from Resident may be applied, at its sole discretion, in part or whole, to any obligation due under this Agreement, despite contrary or conflicting directions, verbal or written, appearing with or on the remittance proffered by the Resident. Resident shall make all Monthly Rent and Additional Rent payments in full. Any failures by Resident to pay all rent when due shall, at Owner's election, cause all Monthly Rent for the Term to be immediately due and payable. Payment or receipt of a rental payment of less than the amount stated in this Agreement shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Owner's acceptance of a partial payment forfeit Owner's right to (i) collect the balance due on the account, (ii) send a notice of termination of tenancy and/or commence an eviction or other proceedings for a non-payment of rent, despite any endorsement, stipulation, or other statement on any check.

5. TERMINATION.

- a. When either Resident or Resident's spouse is a Department of Defense Federal Employee who

supports members of the Armed Forces of the United States, is a member of the National Guard serving on active duty or is a Civil Service employee with a National Guard unit, this Agreement may be terminated by Resident without payment of any penalty, liquidated damages, or rent that would have otherwise been due for any period following the approved termination date, provided the Resident or Resident's spouse:

- i. Has received permanent reassignment to another Department of Defense installation in excess of 50 miles from Fort Bragg; or
- ii. Discontinues employment with the Department of Defense.

If Resident seeks early termination of the Agreement pursuant to the provisions of this section, Resident shall deliver to the Community Manager a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Community Manager's receipt of the notice, except when an earlier termination date is necessary to comply with permanent reassignment or termination of employment. The final month's rent owed hereunder shall be prorated based on the number of days in the calendar month in which the early termination occurs. Such prorated rent shall be payable at such time as would have otherwise been required by the terms of the Agreement.

- b. For early termination not described in Section 5(a) above, if Resident has occupied the Home for six (6) months or more, Resident shall:

- i. Deliver to Owner a written notice stating the grounds for early termination, together with appropriate documentation supporting the grounds for early termination; and
- ii. Specify an effective date for the termination, which shall not be less than sixty (60) days after the date of Owner's receipt of said notice; and
- iii. Resident's option to such early termination is specifically subject to and contingent upon payment of an amount equal to one month's rent, which shall be deemed and retained by Owner as liquidated damages for the early termination of the Agreement, due and payable at the time the notice of termination is submitted. Such liquidated damages shall be paid in addition to any other Monthly Rent or prorated Monthly Rent owed for time period up to and including the early termination date, or any other money owed by the Resident as a result of Resident's physical damage to the Home or other property of Owner.

The final month's rent owed hereunder shall be prorated based on the number of days in the calendar month in which the early termination occurs. Such prorated rent shall be payable at such time as would have otherwise been required by the terms of the Agreement

- c. For early termination not described in Section 5(a) or 5(b) above, provided Resident is not in default under this Agreement at the time of giving notice, Resident may terminate this Agreement early by:

- i. Delivering to Owner sixty (60) days written notice of Resident's intent to terminate; and
- ii. Paying all rent and any Additional Rent due through the requested date of termination; and
- iii. Paying an amount equal to one month's rent and Additional Rent as liquidated damages; and
- iv. Paying an amount equal to the Security Deposit held by Owner as an early termination fee.

- 6. USE AND OCCUPANCY.** During the Term of this Agreement, the Home will be occupied only by the Resident and those persons listed in Section 1 as a private residential dwelling. Such occupancy shall be in an orderly manner and in compliance with all local, state and federal laws and regulations and the rules and regulations adopted and issued from time to time by the Owner and/or Community Manager

regulating the Development for the mutual benefit, comfort and enjoyment of the residents and the protection of their, and Owner's, property.

Resident shall not permit anyone with respect to whom he or she has responsibility, control or influence, to loiter in the Development or to play in any area of the Development except that portion of the Common Areas specifically equipped as play areas. Owner retains the right to designate or restrict uses permitted in Common Areas. Resident agrees that any right to him or her to occupy the Home is conditioned upon Resident, and anyone in the Development because of Resident, complying with all local, state and federal laws and all rules and regulations contained or referenced herein, including, but not limited to, Owner's Resident Responsibility Guide, as addressed below. Specifically, the Owner reserves the right to terminate this Agreement as set forth below for any violation of the above conditions. Further, Resident hereby acknowledges that visits by police to the Home for improper behavior of the Resident, or anyone on or about the Development because of the Resident (including family members, friends, guests, visitors, relatives, associates, and acquaintances), shall constitute proper and sufficient grounds for termination of this Agreement by the Owner as set forth below.

- 7. RESIDENT'S EMPLOYER/INFORMATION.** Resident warrants and represents the he or she is employed by the United States government, specifically, by *enter employer's name*. Resident agrees to inform Owner, in writing, of all changes in Resident's work address and phone number. Resident shall immediately notify Owner in writing in the event Resident is no longer employed by the United States government. Resident further acknowledges that in the event Resident ceases to be employed by the United States government, this shall constitute proper and sufficient grounds for termination of this Agreement by the Owner as set forth below. In addition, if Resident is employed by the United States government, Resident shall be required to provide Community Manager with an updated Leave and Earning Statement (LES), or other satisfactory evidence, that Resident is still employed with the United States government before this Agreement may be renewed.
- 8. SECURITY DEPOSIT.** Resident will deposit with Owner a Security Deposit, which shall be collectable by Owner as Additional Rent, in the amount stated in Section 2. Owner shall hold the Security Deposit not more than thirty (30) days after Resident vacates the Home. Owner may deduct from the Security Deposit any amount(s) which arise(s) or is incurred by it as result of Resident's breach of this Agreement and which shall include, by way of illustration only, (i) any unpaid Monthly Rent, Late Charges, Lockout Charges, Additional Rent, Bad Check Charges; (ii) any fees paid or to be paid to any attorney(s) because of Resident's breach of this Agreement; (iii) any court costs paid or to be paid in the enforcement of this Agreement; (iv) the cost of any repairs, replacements redecorating and/or refurbishing of the Home or any fixtures, systems or appliances serving the Development not caused by ordinary wear and tear; (v) any vacancy loss caused by Resident's failure to take possession from the Home after Resident has been approved as a resident, and (vi) all other costs and expenses, including re-renting, incurred by Owner. The Security Deposit does not represent an agreement of any type with respect to liquidated damages and the Owner specifically reserves the right to seek and to collect any and all additional damages to which it may be entitled.
- 9. POSSESSION.** Resident may take possession of the Home after 9:00 a.m. on the Date of Possession specified in Section 1. In the event Owner cannot deliver possession on that date, Owner agrees to the abatement of Monthly Rent for the period of time from the Date of Possession until the date it offers Resident possession of the Home or a comparable dwelling unit. In the event possession cannot be delivered to Resident as a result of a previous resident holding over after the end of his or her term, Owner may join Resident as a party to any cause of action to effect the eviction of such previous resident. Owner shall not be liable to Resident for any damages or expenses as a result of the previous resident wrongfully holding over after the end of his or her full term. Further, in the event Resident is unable to take possession on the Date of Possession because of a reason attributed to Owner or to a previous resident holding over, Resident may, upon written notice, prior to delivery of possession of the

Home, terminate, cancel and rescind this Agreement.

- 10. CONDITIONS AND ACCEPTANCE OF HOME.** The Home will be reasonably safe for habitation when delivered to Resident, and the taking of possession by the Resident shall be conclusive proof that the Home was in such a condition, and that no other promise by Owner to Resident with respect to the Home, other than as contained in this Agreement, remains unfulfilled.
- 11. INSPECTIONS AT COMMENCEMENT AND TERMINATION OF OCCUPANCY.** The resident and Owner agree that, prior to beginning occupancy of the Home, they will conduct a joint examination of the Home. This examination will be conducted and recorded in accordance with the Owner's Resident Responsibility Guide ("RRG"), which is hereby incorporated by reference. It shall be the responsibility of the Resident to request an exit walk through inspection of the Home with Owner. The walk through inspection must be requested in writing a minimum of five (5) days before the Resident ends occupancy of the Home. Using the record of the pre-occupancy inspection, Owner will itemize any damages or deficiencies in the condition of the Home that exceeded normal wear and tear, and such damages shall be the responsibility of the Resident.
- 12. DAMAGES, REPAIRS TO HOME, NOTICE OF REPAIRS.** Resident shall be responsible for all damages and repairs necessary to repair the Home, its fixtures, mechanical systems, plumbing and appliances whenever they have been damaged by the misuse or negligence of Resident or any person on or about the Home or Development because of Resident. Resident agrees to pay the costs of those repairs and damages as Additional Rent.

Light bulb replacement shall be the responsibility of the Resident.

On the Termination Date, Resident shall return the Home in as good order as when Resident took possession, except for ordinary wear and tear.

Resident shall give Owner prompt notice of any needed repairs, apparent defects in, or damages to, the Home and its plumbing, electrical wiring, roof, structural walls, heating and air conditioning equipment, or any other part of the building in which the Home is located, including all Common Areas of the Development. Owner shall only be responsible for any loss or damage to any personal property of the Resident at the Home if Owner's negligent act, fault or omission causes it. *RESIDENT ACKNOWLEDGES THAT OWNER IS NOT AN INSURER OF RESIDENT'S, GUEST'S OR OTHER OCCUPANT'S PERSONAL PROPERTY. RESIDENT IS URGED TO OBTAIN INSURANCE COVERING HIS OR HER PERSONAL PROPERTY.*

Owner agrees to maintain and repair with due diligence the Home and Common Areas upon notice by the Resident as provided above. Notwithstanding the foregoing, Resident shall be responsible for the costs of said maintenance and/or repairs in accordance with this Agreement.

Resident acknowledges that the Owner is not liable in any manner for any acts, omissions, or criminal acts of third parties.

- 13. SUBLEASING.** Resident shall not sublet, transfer or assign this Agreement or permit any part of the Home to be used by any person other than those listed in Section 1.
- 14. PETS:** A maximum of two (2) domesticated animals or pets shall be permitted to be kept in the Home. Resident must comply with breed and weight restrictions as set forth in the RRG and Pet Addendum. Notwithstanding the foregoing, no animals other than a cat or dog shall be permitted or kept in the Home by the Resident without the prior written consent of Owner. The Resident shall bear all legal and financial responsibilities for any injuries or damages caused by the animals and shall comply with the

provisions of the RRG and Pet Addendum relating to the keeping of pets at the Home. The following deposit has been paid as a condition of keeping permitted pet(s) in or at the Home:

Refundable Pet Deposit: \$
Non-Refundable Deposit: \$

15. ALTERATIONS; RETURN OF HOME. Except as provided by law, Resident shall not make repairs or make any interior or exterior alterations to the Home without Owner's prior written consent. Resident shall notify Owner in writing of any repairs, decorations or alterations contemplated, including, but not limited to, painting and wallpapering. Owner and Community Manager are committed to the principles of fair housing. In accordance with fair housing laws, Owner or Community Manager will make reasonable accommodations to their rules, policies, practices or services and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Home. In the event that Resident requests any such accommodation/modification, Resident will be required to sign an addendum to this Agreement regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. Resident shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by repairs or alteration actions undertaken by or at the request of Resident.

Upon vacating the Home, Resident shall (i) remove all interior decorations made by Resident and restore the Home to its condition as of the Date of Possession except for ordinary wear and tear, and (ii) insure that the Home is clean and free of all personal property and trash.

16. COMMON AND RECREATIONAL FACILITIES. Any common facilities provided by Owner for Resident use (such as laundry facilities, if applicable) shall not be misused or abused by Resident or anyone on or about the Development because of Resident. Owner reserves the right to change or eliminate any such facilities or to restrict use or access thereto. Resident shall be responsible for any damage to any such facilities/appliances caused by him or her or anyone on or about the Development because of Resident.

Resident may use the recreational facilities in the Development at no cost only as Owner directs for the common safety and convenience of all its residents. Owner may discontinue providing these facilities or limit or restrict their use at any time without liability. Resident expressly acknowledges that use of such facilities is at Resident's own risk and/or the risk of any person on or about the Development because of Resident.

17. KEYS AND LOCKS; SHOWING OF HOME; ACCESS. In order to facilitate its response to emergencies and fire, police and health matters, Owner shall retain passkeys to all locks on doors in the Development. Owner shall grant access to fire, police and health officials when required. Resident shall not install any additional locks in the Home nor shall any locks within the Home or Development be changed without the Owner's prior written consent (which consent may be withheld in Owner's sole and absolute discretion). Resident shall pay all expenses related to changing or adding of locks. Upon termination of this Agreement, Resident shall surrender all keys and garage door openers to the Home. Failure to return any of these keys or garage door openers will result in a charge as set forth below:

House and Mailbox Keys: \$10.00 each
Garage transmitter/remote: \$50.00 each

Number of Keys: _____
Number of garage transmitters/remotes: _____

A charge of no less than twenty-five dollars (\$25.00), payable as Additional Rent, shall be made for lockouts or lost keys.

Owner shall have the right during the last sixty (60) days of the Term to show the Home to prospective residents upon reasonable notice and at reasonable hours, including weekends.

Upon reasonable notice to Resident and at reasonable hours, Owner shall have the right to inspect the Home for any reasonable purpose, including, but not limited to, repairs, maintenance, modification of Home, inspection for repair and condition of the Home and over-occupancy.

- 18. FIRE HAZARDS.** Resident shall not keep gasoline, paint or other flammable material in the Development (except as fuel in motor vehicles), nor do or permit any hazardous act which might cause fire or which may increase the rate of insurance on the Home or Development.
- 19. DELINQUENT PAYMENTS; BAD CHECKS.** If the Owner fails to receive Resident's Monthly Rent payment on or before the close of business on the fifth day of the month in which it is due at such place as it may designate, a Late Charge in the amount set forth in Section 1 shall be paid by Resident and collectible by Owner as Additional Rent for each month the Monthly Rent payment is overdue and the entire amount of Monthly Rent for the remainder of the Term may, at Owner's option, thereupon become immediately due and payable. In the event Resident offers a check for payment of rent or any other sum due to Owner which is returned to Owner for any reason other than bank error (and the bank provides Owner written notice of such error), a Bad Check Charge in the amount set forth in Section 1 shall be paid by Resident and collectible by Owner as Additional Rent.
- 20. RULES AND REGULATIONS.** During the Term of this Agreement, the Resident agrees to consult and comply with all rules and regulations covering the Development in which the Home is located. Resident acknowledges the receipt of Owner's RRG and agrees to be bound by any future RRG and any other rules and regulations as adopted or modified by Owner upon delivery of the same to Resident. Any violation of the RRG or other rules and regulations, as the same may be changed, shall be a breach of this Agreement. Resident acknowledges that he or she is also obligated to comply with any laws, rules, regulations, or policies that may be imposed by the federal government, as may exist from time to time during the term hereof.
- 21. ENFORCEMENT EXPENSE PAYMENTS, ADDITIONAL RENT.** Residents agrees to pay any and all administrative, professional and attorneys fees and expenses, filing fees for litigation, and any other cost and expense (including but not limited to filing fees and sheriff or constable fees) incurred by Owner in enforcing the provisions of this Agreement against Resident for any breach of this Agreement by Resident or for any act or omission by Resident or any person in the Development because of Resident. All such costs and expenses shall be paid as Additional Rent. Resident's obligation to pay such fees, expenses and/or costs continues regardless of initiation or conclusion of any legal proceedings.
- 22. TERMINATION, BREACH OF AGREEMENT.** All covenants and provisions of this Agreement are material and independent. Should the Resident or anyone on or about the Development because of Resident at any time breach any of the covenants, agreements, undertakings and/or provisions of this Agreement, or should the Resident or anyone on or about the Development because of Resident, engage in conduct that is unreasonable, annoying, objectionable or improper or interferes with the rights, comfort, quiet and convenience of other residents or the property rights of the Owner or any person lawfully in the Development, then the Owner shall have the right to terminate this Agreement by giving to the Resident a written notice demanding that Resident vacate the Home. The notice shall state the nature of the breach, and the Term of this Agreement shall terminate as provided in such notice in accordance with applicable law. The notice shall be delivered to the Resident personally, by registered or certified mail (return receipt requested) or by leaving it at the Home. If after delivery of said notice, Resident fails to vacate the Home on the date specified, Owner shall then be entitled, without any further notice to Resident, to exercise the summary remedy provided by law against Resident as a Resident

holding over.

If Resident fails to pay the Monthly Rent when due, Owner may, without notice to Resident, institute any appropriate court action for any or all of the following: (i) repossession of the Home; (ii) all Monthly Rent then due; and (iii) all other damages sustained by Owner. In the event the Resident's right to occupy the Home is terminated by court action, or if Resident vacates the Home voluntarily, Owner may re-enter and re-let the Home for such rent and upon such terms as the Owner, in its sole discretion, believes reasonable. Resident shall remain liable for any deficiency in annual rent or for any other amounts due the Owner pursuant to the Agreement, including, but not limited to, court costs and attorney(s) fees, all other costs directly or indirectly incurred by the Owner in re-letting the Home, and any other damages sustained by the Owner because of the Resident's use, occupancy and vacation of the Home. After totaling all said amounts through the end of the Term, the rent paid by the replacement resident(s) shall be credited to said total amount. Resident shall then pay to the Owner any remaining balance after application of the aforesaid credit.

23. NOTICES. All notices required by this Agreement shall be sent to Owner in care of the Community Manager and to Resident at the Home, unless either sends to the other, by registered or certified mail, return receipt requested, notice of another address for notices. Willful refusal to accept a notice provided for by this Agreement shall be a breach of this Agreement.

24. END OF TERM; RENEWAL. At least sixty (60) days prior to the end of the Term, Resident may request to execute a new Agreement for a new term. If so requested, Community manager will inform Resident of the various renewal options. If Resident and Community Manager agree on an option for another term, a new Agreement will be executed by Resident and Community Manager to reflect the option selected. If Community Manager fails to notify Resident of renewal options, or if the Resident and Community Manager do not agree on a renewal option, this Agreement will automatically renew on a month-to-month basis, during which time Resident may terminate at any time by providing at least sixty (60) days' prior written notice to vacate. Alternatively, if Resident does not want to extend or renew the Term, Resident shall provide at least sixty (60) days prior written notice before the end of the Term to Community Manager of Resident's intent to vacate the Home.

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25. SUBORDINATION. This Agreement is subject and subordinate to all security interests which may now or hereafter affect the Development and Home and to all renewals, modifications, consolidations, replacements and extensions thereof in confirmation of such subordination and, also, for the purpose of making this Agreement subordinate to such security interest. Resident hereby irrevocably constitutes and appoints Owner as Resident's attorney-in-fact coupled with an interest to execute any such certificate or certificates for Resident and on Resident's behalf. Subject to the foregoing and compliance by Resident with the terms, provisions, covenants and obligations as set forth herein and the laws, rules and regulations by any governmental body with jurisdiction over the Home and Development, Resident shall have peaceful and quiet use of the Home without hindrance from Owner.

26. WAIVER OF BREACH, NOT GENERAL WAIVER. No waiver of any breach of the covenants, provisions or conditions of this Agreement shall be construed as a waiver of any subsequent breach and, if any breach shall occur and afterwards be compromised, settled or adjusted, this Agreement shall continue in full force and effect as if no breach, compromise, settlement or adjustment had occurred. Receipt by Owner of any sums due under this Agreement with knowledge of the breach of any covenant or condition hereof shall not be deemed in any manner a waiver of such breach. Owner's failure to insist upon a strict performance of any covenant, condition right or option shall not be considered a waiver of any right of Owner and, upon any future breach of any covenant or condition herein contained, all past breaches shall be expressly revived and shall constitute grounds for termination of this Agreement as provided herein.

27. REPRESENTATIONS, BINDING, TIME. Resident agrees that Owner has relied upon the representations made by Resident in his or her application and in the event that any such representations shall be found to be misleading, incorrect or untrue, Owner shall have the right to cancel this Agreement, recover the Home and recover any and all damages, lost rents, expenses, including attorney's fees and court costs, incurred as a result of thereof. This Agreement represents the complete agreement between Resident and Owner and supersedes all prior agreements and representation, except Resident's representations set forth in the Resident's application. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon Owner or Resident unless reduced to writing and signed by the parties.

This Agreement and all its terms, covenants and conditions shall be binding upon the assigns, personal representatives and heirs of the Resident and Owner.

Time is of the essence under this Agreement.

28. CAPTIONS, HEADINGS AND CONTEXT. The captions and headings throughout this Agreement are for convenience and reference only and shall not affect the interpretations, meaning, scope or intent of this Agreement. Where the context requires, the singular shall be substituted for the plural and vice versa and words in the masculine shall be substituted for any gender.

29. SEPARABILITY. If any covenant, provision or portion of this Agreement as applied to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, provision or portion to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

30. RECEIPTS.

Resident acknowledges receipt of:

- i. A copy of the Unit Acceptance Form, to be completed by Resident and returned to the Owner within 3 days of Resident's occupancy of the Home.
- ii. If the Home was built before 1978, the booklet published by the United States Environmental Protection Agency "Protect Your Family From Lead in Your Home" and a Lead Based Paint Disclosure form. Resident agrees that he or she has received these forms, which are incorporated herein by reference.
- iii. Owner's current materials concerning mold and mold prevention.
- iv. The RRG, the provisions of which are incorporated into this Agreement by reference, which can be found at <http://bragg.corviasmilitaryliving.com/residents/resident-responsibilities>. Resident acknowledges either that (i.) Resident has access to the website to view the RRG or (ii.) Community Manager has provided Resident a hard copy of the RRG in effect as of the date of this Agreement.

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31. PERMISSION TO ENTER. Owner, its employees, agents and/or contractors shall have access to and may enter the Home immediately:

- a. In case of emergency; or
- b. When Resident has abandoned or surrendered the Home; or
- c. To make necessary or requested repairs, decorations, alterations, or improvements, or to supply necessary or requested maintenance or services. Resident retains the right to request an appointment for completion of necessary or requested repairs. Resident's report of damage or request for service provides Owner permission to enter at reasonable hours (8:00 AM to 6:00 PM) without prior notice. Resident may be present; however, entry for the reasons set forth above is not conditioned upon such presence and Resident agrees to hold Owner and Community Manager, their employees,

agents and contractors harmless for such entry.

Representatives of Owner and/or Community Manager may access the Home (i) in order to ensure the Home is maintained and not in need of repair, (ii) in order to ensure that the Resident's use of the Home is in conformity with the provisions of this Agreement, and/or (iii) any other purpose permitted by applicable law.

The permission extended to Owner under this section is in addition to the right of Owner to reenter to show the Home to prospective residents as set forth above.

The Home is located within exclusive federal jurisdiction of the United States and therefore under military control, which includes the Installation Commander's inherent authority and obligation to ensure good order and discipline. As such, the Installation Commander has the right and power to inspect, search and/or order the inspection or search of military persons and property within the family housing areas of Fort Bragg.

32. **PERIMETER SOIL:** The Resident acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Home, from the edge of the foundation to just beyond the drip-line of the roof of each building. The Resident, guests and all occupants agree not to disturb the soil in this area.
33. **MOLD:** The Resident acknowledges that to avoid mold growth it is important to prevent excessive moisture buildup and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to Owner any evidence of excess moisture or mold or mildew inside the Home. Resident acknowledges receipt of the "Mold Information and Prevention Addendum", which is incorporated herein by reference.
34. **EXCULPATION OF OWNER.** Owner shall not be liable to Resident or to family members, agents, representatives guests or employees of Resident for, and Resident expressly releases and discharges Owner from, all injury, loss, damage or liability not arising from any omission, fault, negligence or other misconduct of the Owner, it representatives, agents and employees on or about the Home or any elevators, hallways, Common Areas or other appurtenances used in connection therewith. In addition, Resident agrees to indemnify and hold harmless Owner from and against all liabilities, obligations, damages, costs, charges and expenses (including attorney's fees) which may be imposed upon or incurred by Owner as a result of a claim against Owner with respect to any of the matters, and made by an persons, referred to in the preceding sentence.

Resident acknowledges that the Home is located on Fort Bragg, which is an active military installation under federal jurisdiction. Resident acknowledges and understands that Fort Bragg is subject to federal, including military, law enforcement and security measures including without limitation restrictions on access to the Fort Bragg reservation and searches and seizures of vehicles, dwellings, and other property. Resident understands that Resident is solely responsible for complying with any vehicle registration and other requirements that may be imposed or desirable in connection with obtaining access to the Fort Bragg reservation. Resident further understands that he or she and other authorized occupants of the Home may be required to comply with such regulations and requirements as military authorities at Fort Bragg may impose. Owner shall not be liable to Resident or to family members, agents, guests, or employees of Resident and Resident expressly releases and discharges Owner from, all injury, loss, damage or liability not arising from any omission, fault, negligence or other misconduct of Owner, its representatives, agent, or employees in connection with any restriction, limitation, or inconvenience in any way related to or arising from Fort Bragg's status and operation as a military installation, including, without limitation, restrictions on access to the installation, law enforcement and security operations, and other sovereign or proprietary acts or omissions of the United States government and any of its

instrumentalities. In addition, Resident agrees to indemnify and hold harmless Owner from and against all liabilities, obligations, damages, costs, charges and expenses (including attorney's fees) which may be imposed upon or incurred by Owner as a result of a claim against Owner with respect to any of the matters and made by an persons, referred to in the preceding sentence. []

35. ACKNOWLEDGEMENT AND RELEASE WITH RESPECT TO NOISE. Resident acknowledges that the Home is located on an active army base where military training exercises are conducted and that such training exercises may emit very loud noise from time to time which may exceed recommended residential noise limits and interfere with Resident's quiet enjoyment of the unit. RESIDENT HEREBY WAIVES AND RELEASES ANY CLAIMS, ACTIONS, SUITS, AND CAUSES OF ACTION AGAINST OWNER, ITS COMMUNITY MANAGER, ITS AGENTS, MEMBERS, OFFICERS, EMPLOYEES, ASSIGNS, SUCCESSORS, PARENTS AND AFFILIATES ARISING OUT OF OR RELATING TO NOISE EMITTED FROM MILITARY OPERATIONS OR TRAINING EXERCISES CONDUCTED BY THE UNITED STATES ARMY AT FORT BRAGG.

RESIDENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, OR HAS HAD EACH PARAGRAPH OF THIS AGREEMENT EXPLAINED TO HIM OR HER BY A COMPETENT PERSON OTHER THAN OWNER OR COMMUNITY MANAGER, AND FURTHER ACKNOWLEDGES THAT ANY FAILURE BY RESIDENT TO INITIAL ANY PARAGRAPH WITH A BOX FOR SUCH PURPOSE DOES NOT CONSTITUTE AN EXCEPTION TO SUCH PARAGRAPH FROM THE COVENANTS TO WHICH RESIDENT AGREES. []

IN WITNESS WHEREOF, the parties have attached their hands and seals on the day and year first above written.

[NOTE: If there is more than one DOD or Retiree listed on page one, each must sign below as Resident]

RESIDENT
Signature: _____
Printed Name: _____

OWNER
Signature: _____
Printed Name: _____

Title: Authorized Representative

RESIDENT
Signature: _____
Printed Name: _____