

Picerne-Fort Polk Funding, LLC
SHORT TERM FURNISHED HOME RESIDENT OCCUPANCY AGREEMENT
(Active Duty)

This **Short Term Furnished Home Resident Occupancy Agreement** (the “**Agreement**”) is between Picerne-Fort Polk Funding, LLC (the “**Owner**”) and the following individual or individuals on active duty with the United States Armed Forces:

Enter first service member's name

Enter second service member's name, if applicable

The above named service member or service members shall individually and collectively be referred to as “**Resident**”. Owner and Resident hereby agree to the following terms and conditions:

1. **HOME:** Owner shall provide, and the Resident shall have the right to occupy, certain premises designated as a short term furnished home located at *enter address* (the “**Home**”), in a condition that is reasonably safe and habitable for occupancy, with the assumption that the Resident will only temporarily occupy the Home and promptly upon notice from Property Manager, Resident will move to his or her permanent designated assignment on Fort Polk. The Resident shall not sublease the Home to any other party and the Resident acknowledges that any sublease shall not be binding upon Owner or Property Manager. Should Resident fail to take possession of his or her permanent designated Fort Polk residence, Resident shall make a payment to Owner in the form of liquidated damages in an amount equal to the Resident's current BAH rate for one month.

2. **RENT:** The monthly rent for the Home (the “**Rent**”) will be determined as follows:

- a. If the Resident's duty assignment is the same as the installation where the Home is located, then the Rent shall be equal to the BAH actually received by the Resident.
- b. If the Resident's duty assignment is not the same as the installation where the Home is located, then the Rent shall be the equivalent BAH for Resident's rank, at the with dependent rate, at the installation where the Home is located. If the Rent is higher than the BAH actually received by the Resident, the Resident will be responsible for the difference.
- c. If the Home is occupied by two or more Residents (two or more active duty service members), the Rent will be the equivalent BAH for the highest ranking Resident, at the with dependent rate, for the installation where the Home is located.
- d. If the Resident has been designated as a key and essential employee by the installation where the Home is located, the Rent shall be equal to the Resident's housing allowance at the with or without dependant rate, whichever is applicable.

If Resident's BAH rate changes at any time during the term of this Agreement, Resident must notify Owner within fourteen (14) days of the change, and the Rent will be adjusted to match the new BAH. Such change will be effective as of the date of the change to the Resident's BAH.

Payment of Rent shall be made through an allotment/deduction from the Resident's pay account to Owner. Rent payment is due on the first day of the month for the previous month's Rent (payment in arrears). By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the BAH payable to Owner, effective for the next month following the date hereof. Resident must pay (via check) the prorated portion of the first month's Rent for the number of days the Home is occupied. Such prorated Rent payment is due at or before the time of move-in.

3. **PROPERTY MANAGER:** Corvias Management – Army, LLC (“**Property Manager**”) is the property manager for Owner for the Home. The Property Manager shall serve as Owner's representative and any payments, notices, or other information the Resident is obligated to make to shall be made to the Property Manager.

4. **TERM OF OCCUPANCY:** Resident shall have the right to occupy in the Home, commencing on *enter date* and expiring on *enter date* (the “**Term of Occupancy**”).

The Term of this agreement shall automatically continue on a month-to-month basis at the end of the 30-day period unless terminated by either party after giving at least 30 days written notice prior to expiration of the Term of occupancy. (The period shall begin the first of each month.) The automatic continuation of this Agreement on a month-to-month basis is strictly conditioned upon timely payment of Rent by the Resident and in the event of any failure to pay Rent when due at any point during the Term of Occupancy or any monthly period of occupancy thereafter, this Agreement shall not automatically continue and Property Manager may require the Resident to promptly move from the Home at the end of such calendar month. Resident acknowledges that any agreement to continue this Agreement does not constitute a waiver or release by Owner or Property Manager of any rights or remedies Owner or Property Manager may have against the Resident. Resident acknowledges that she/he has specifically reviewed and approved this automatic renewal provision.

Signed: _____ Date: _____

5. **EARLY TERMINATION INCIDENT TO REASSIGNMENT OR OTHER CHANGE OF DUTY:** The Term of Occupancy will be reduced if the Resident is required to move pursuant to Permanent Change of Station (PCS) orders a distance of at least 50 miles based on duty station; if the Resident is prematurely or involuntarily discharged from the service; or retires. In the case of a PCS of less than 50 miles based on duty station, the Resident may request that the Term of Occupancy be reduced on the basis of hardship, and Owner will decide, in its sole discretion, whether to grant such request. The Resident must provide written notice and a copy of orders to the Property Manager at least 30 days prior to the desired date of departure from the Home if this Agreement is to be ended before its Term of Occupancy has expired. PCS/ETS orders received with less than 30 days advance notice will authorize release of the Resident on a case-by-case basis with proof of orders. Early termination of the Agreement may be authorized when the following conditions are satisfied: a) request endorsed by the Resident’s unit commander; b) 45-day written notice of intent to vacate received, and c) payment of liquidated damages equal to the Resident’s current BAH rate for one month. The Property Manager may approve other early terminations on a case-by-case basis for extraordinary circumstances but the occupant must contact the Property Manager as soon as possible.

6. **AUTHORIZED OCCUPANTS AND USES:** The following family members of Resident shall reside in the Home:

Spouse: *enter name*

Is the spouse active military? YES / NO

If Yes, spouse’s SSN: *enter SSN*

Children: *enter name(s)*

Other Dependent Adults/Children: *enter name(s)*

No other persons, other than those identified in this Agreement, are authorized to reside at the Home. Under this Agreement, the Home may be used solely as a residence for the Resident and his/her family members and no other uses and or alterations to the Home shall be permitted without the advance written agreement of Owner, which may be withheld in its sole discretion. The Resident agrees to permit Owner or Property Manager to enter the Home on reasonable notice for purposes such as, but not limited to, conducting inspections, emergency repairs and/or maintenance.

7. **CONDUCT:** Resident is responsible for the conduct of their family members and guests. The Resident and all occupants of the Home must comply with the terms of this Agreement, as well as the Owner’s rules and regulations and the Resident Responsibility Guide (“**RRG**”), copies of which are attached and incorporated as part of this Agreement. Resident acknowledges receipt of the same. If Resident fails to

comply with any of the terms of this Agreement and/or the accompanying rules, regulations, and/or RRG, may be evicted from the Home.

8. **APPLICABLE RULES:** This Agreement shall be governed by the laws of the State in which the Home is located (“**Applicable State Law**”) to the maximum extent that the Applicable State Law applies to leased premises and the courts of such State have jurisdiction over the Home, as well as any applicable Federal laws, any applicable military rules, regulations and/or guidelines, and the RRG, all of which are hereby incorporated by reference.

9. **PETS:** No pets of any kind are permitted in the Home.

10. **FURNITURE:** The Home is furnished. A move-in checklist will document the condition and inventory of the furnishings, a copy of which is attached and included as part of this Agreement. Resident is responsible for proper care and maintenance of all inventory. A move-out checklist will document the condition at the time of clearing. After allowing for normal wear and tear, any remaining discrepancies will be evaluated with appropriate charges assessed if warranted. Resident acknowledges that if there are excessive damages in the Home, his or her privileges to his or her non-temporary designated residence will be null in void.

11. **DAMAGES TO HOME AND/OR CONTENTS:** Resident shall be held liable for all damages to the Home, other than normal wear and tear, caused by any misconduct or negligence by the Resident and any other occupant of the Home, including, but not limited to, family members or guests. The Resident acknowledges that he or she has had an opportunity to view the Home and that the Home is in an acceptable condition prior to the commencement of this Agreement. Costs for damages must be paid or payment arrangements made to Owner by the final day of occupancy. The Resident’s chain of command may be notified in case of rental payment delinquencies, which will be considered a failure to pay a just debt.

In case of a dispute relating to this Agreement, the Resident and Owner agree to submit the dispute for mediation by the Aberdeen Residential Communities Initiative Liaison Office. In the event the Resident fails to abide by the outcome, if any, of mediation by the Aberdeen Residential Communities Initiative Liaison Office, and Owner thereafter prevails in any judicial or administrative proceeding to enforce any right Owner may have under this Agreement or law, the Resident acknowledges that he or she will be liable for payment of Owners attorney fees and costs that are reasonably necessary to prevail in such proceeding, in addition to any other relief Owner may obtain in the course of such proceeding

Owner will provide a limited policy of renter’s contents insurance covering damage to Resident’s personal property located at the Home for up to \$20,000. The specific policy information shall be provided to the Resident.

Resident acknowledges that he or she understands that Owner’s liability for any damages to contents may be limited under the terms of Owner’s policy of insurance and that Resident is aware that Resident should acquire his or her own insurance in the event they desire to protect their personal and other property against loss, damages, and so forth.

Except as may be otherwise provided, the Resident shall not be responsible for any fees or costs as to the provision of heat, gas, electricity or water or for the repair of the Home for any mechanical failure or damage not caused by any misconduct or negligence by the Resident, his or her family or guests, or for fair wear and tear to the Home.

12. **LEAD BASED PAINT AND MOLD:** The Resident acknowledges receipt of (1) the booklet published by the United States Environmental Protection Agency “Protect Your Family From Lead in Your Premises”; (2) the booklet “Lead Poisoning Prevention: Notice of Tenant’s Rights;” and, (3) the Owner’s Lease Addendum on Mold.

13. **DEFAULT IN PAYMENT OF RENT OR BREACH OF AGREEMENT:** In the event the Resident fails to pay rent to Owner by the first day of each calendar month (in arrears) and such failure was not due to confirmed problems relating to MAC or DFAS, then in such event, Resident shall be considered to be in default of its obligations under this Agreement. In the event the Resident fails to reach an agreement with

Owner to cure said default in payment of Rent within 30days of notification of default by Owner, Owner may require the Resident to immediately vacate the Home and deliver the Home to Owner in the condition the Home was in at the commencement of this Agreement (normal wear and tear accepted) and Owner shall have the right to reenter and re-let the Home. Any failure by Owner to strictly enforce these provisions in the event of default shall not constitute a release or waiver by Owner of its rights under this Agreement or at law.

In the event the Resident fails to abide by any other term of this Agreement (other failure to pay Rent), such failure shall be considered a breach of this Agreement. Owner shall notify the Resident of the provisions of this Agreement for which Owner believes the Resident is in breach and the Resident shall cure such breach within fifteen (15) days, or the earlier of (i) actual notice of the breach, or (ii) posting of a written notice of breach on the front entrance to the Home. In the event the Resident fails to remedy completely such breach, Owner may require the Resident to immediately vacate the Home and deliver the Home to Owner or Property Manager in the condition the Home was in at the commencement of this Agreement (reasonable wear and tear excepted) and Owner shall have the right to reenter and re-let the Home.

14. **SEVERABILITY:** Each provision of this Agreement shall be separate and divisible. In the event that any provision or part thereof is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

15. **RESIDENT DUTY STATION AND UNIT OF ASSIGNMENT:** The Resident acknowledges that he or she shall provide Owner with his or her current duty station and unit of assignment, including complete mailing address and phone number (as indicated below). Resident further acknowledges that within thirty (30) days of any change in duty station, he or she shall inform Owner of such change and provide Owner with his or her new duty station and/or unit of assignment address and phone number.

16. **ENTRY INTO HOME:** 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 with 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 Property Manager, their employees, agents and contractors harmless for such entry.

Representatives of Owner and/or Property Manager may access the Home:

- a. In order to ensure that the Home is maintained and not in need of repair, and
- b. In order to ensure that the Resident's use of the Home is in conformity with the provisions of this Agreement;
- c. Any other purpose permitted by applicable law.

17. **UTILITIES.** The Utility charges are to be paid as follows:

- a. OWNER IS RESPONSIBLE FOR: Electric, water, sewer, gas, garbage, recycle collection and cable TV (basic only).
- b. RESIDENT IS RESPONSIBLE FOR: Telephone (local and long distance), Satellite Service, and Internet Service (high speed and dial-up).

18. **KEYS AND LOCKS.** Resident hereby acknowledges receipt of *enter number of keys* keys and *enter number of garage door openers* garage door opener(s) **[if applicable]** for the Home. Locks may not be changed, modified or added without the written permission of Property Manager. If permission is granted, the Resident shall promptly furnish Property Manager with a key to each lock, without charge to Property Manager. Any lock modifications made shall be restored to the prior condition, unless Property Manager accepts the modification, at its sole discretion and the lock modifications shall remain when the Resident vacates the Home. All keys and garage door opener(s) (if applicable) shall be turned into Property Manager by the earlier of:

- a. Twenty-four (24) hours after vacating the Home; or
- b. The check-out inspection.

Failure to return any of these keys or remotes, as well as any request for replacement keys or remotes, will result in a charge as set forth below:

House & Mailbox Keys	\$ <i>enter amount</i> each
Garage transmitter/remote	\$ <i>enter amount</i> each

19. **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 and occupants agree not to disturb the soil in this area.

20. **EVICTION.** Owner may terminate this Agreement and proceed with an eviction of the Resident in accordance with Applicable State Law in the event Resident fails to pay Rent when due, or for one or more violations by Resident and/or occupants of this Agreement or the RRG that affect or make threat to the health or safety of other residents in the community or substantially interfere with the right to quiet enjoyment of other residents. If Resident remains in possession of the Home after expiration of the Term of Occupancy without Owner's or Property Manager's consent, the Resident is deemed to be in breach of this Agreement and Owner or Property Manager may commence an eviction action in accordance with Applicable State Law. An eviction action may be filed no earlier than the first day following the expiration of the Term of Occupancy. If Resident retains possession of the Home beyond the Term of Occupancy without consent of the Property Manager, the Resident shall be obligated to pay to the Property Manager's attorney fees, court costs, and any ancillary damages due to the holdover by the Resident.

21. **FAILURE OF OWNER OR PROPERTY MANAGER TO ACT.** Failure of Owner or Property Manager to enforce any provision of this Agreement and/or insist on strict compliance with the terms of this Agreement shall not constitute a waiver of Owner or Property Manager's abilities or rights to enforce the provisions hereof or act on any violations in the future.

22. **REPAIRS/ALTERATIONS.** Except as provided by law, Resident shall not make repairs or make any interior or exterior alterations of 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 Property Manager are committed to the principles of fair housing. In accordance with fair housing laws, Owner or Property 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 beginning of the term of this Agreement, except for ordinary wear and tear, and (ii) insure that the Home is clean and free of all personal property and trash

23. **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 Home. RESIDENT HEREBY WAIVES AND RELEASES ANY CLAIMS, ACTIONS, SUITS, AND CAUSES OF ACTION AGAINST OWNER OR PROPERTY MANAGER, ITS OR THEIR 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 POLK.

EXECUTED and agreed to on this _____ day
of _____ 20____ by the undersigned:

[NOTE: If there is more than one service member, each must sign below as Resident]

Resident

Signature: _____

Printed Name: _____

Rank: _____

SSN: _____

Duty Phone: _____

Military Unit: _____

Owner

Signature: _____

Printed Name: _____

Title: _____ Authorized Representative _____

Resident

Signature: _____

Printed Name: _____

Rank: _____

SSN: _____

Duty Phone: _____

Military Unit: _____