

## RESIDENT OCCUPANCY AGREEMENT

This Resident Occupancy Agreement (the “**Agreement**”) is between *enter resident’s name*, a service member on active duty with the United States Armed Forces (the “**Resident**”) and Bragg Communities, LLC (the “**Owner**”). The parties hereby agree to the following terms and conditions stated below:

1. **APARTMENT:** Owner shall provide Resident with a rental apartment at *enter address*, Fort Bragg, North Carolina, 28307 (the “**Apartment**”). Resident has inspected the Apartment and is satisfied that it is in a condition that is reasonably safe and habitable for occupancy. The Apartment and all matters relating to this Agreement shall be managed by Corvias Management – Army, LLC (the “**Property Manager**”).

2. **RENT AND OTHER AMOUNTS DUE:**

<p>The monthly base rental rate for the entire apartment is <i>enter amount</i>.</p> <p>Resident must pay (via check) the prorated portion of the first month’s rent for the number of days the Apartment is occupied. Such prorated rent payment is due before the Resident is permitted to occupy the Apartment.</p> <p>Prorated rent is \$ <i>enter amount</i> for <i>enter date</i> Through <i>enter date</i>.</p>	<p><b><u>Garage Number:</u></b> <i>enter number</i></p> <p><b><u>Monthly Garage Rental Fee:</u></b> <i>enter fee</i></p> <p>Garage is leased by a separate Garage Rental Agreement to: <i>enter name</i></p> <p><b><u>Storage Space Number:</u></b> <i>enter number</i></p> <p><b><u>Monthly Storage Fee:</u></b> <i>enter fee</i></p>	<p><b><u>Cable TV:</u></b></p> <p>Monthly Service Fee: <i>enter fee</i></p> <p><b><u>Internet Service Monthly Service Fee:</u></b> <i>enter fee</i></p>	<p><b><u>Security Deposit:</u></b> <i>enter amount</i></p> <p>Resident will be required to pay a Security Deposit if at any time during Resident’s tenancy Resident does not pay by MAC. The Security Deposit will be waived as long as Resident pays by MAC.</p> <p>Name and Address of Financial Institution where Deposit is being held: <i>enter details</i></p>	<p><b><u>Late Fee:</u></b> <i>enter amount</i></p> <p>Rent is due on or before the first calendar day of the following month. A Late Fee of 5% of the Rental Amount is due if payment is not received within 5 days of the due date.</p>
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3. **PAYMENT OPTIONS:**

**MAC Option:** Resident agrees to have MAC draw Resident’s rent payment directly from Resident’s Leave and Earnings Statement (LES). Resident is responsible for paying all Rent and charges due until the Allotment has commenced. By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the monthly rent amount to Owner, effective for the next month following the commencement date of this Agreement.

**Direct Payment Option:** Resident chooses to pay the rent directly to the Property Manager’s office each month. Resident understand that by choosing the Direct Payment Option, Resident will be required to pay the required Security Deposit.

4. **LATE PAYMENT AND RETURNED CHECKS:** Failure to pay rent on or before the due date constitutes a default under this Agreement. If any rental payment is not received within five (5) days from the due date, Resident agrees to pay an administrative charge equal to 5% of the monthly rental rate, for each month an amount is past due. Resident also agrees to pay an additional charge of twenty-five dollars (\$25.00) for each check returned or electronic draft refused, returned or unpaid. All such administrative and additional charges shall be due by first day of the next calendar month, unless this Agreement has been terminated or expired, in which case such administrative charges shall be due to Owner immediately upon move out. Owner has the right to require that all payments that are not paid by allotment be made by money order, cashier’s check, or certified check. Notwithstanding anything to the contrary herein, Resident shall not be in default if the failure to pay rent results from an error or delay caused by the Defense Finance and Accounting Service with respect to the timing or amount of the BAH allotment, provided the failure to pay rent is cured within thirty (30) days, unless such time period is extended by the Owner upon request of the Army (to which Owner approval will not be unreasonably withheld). After the Apartment is vacated, any refund due to Resident will be made within ten (10) business days of the Property Manager’s receipt of the allotment applicable to the month of move-out.

An authorized agent must be in possession of a special Power of Attorney in order to sign this Agreement and authorize initiation of BAH allotment.

Possession of the Apartment (move-in) will not be permitted until allotment agreement is executed and initiation is authorized. Failure to pay rent on time or stopping allotment may result in loss of eligibility to occupy the Apartment.

5. **SECURITY DEPOSIT:** Resident has deposited with Owner a Security Deposit in the amount identified in Paragraph 2 of this Agreement, if applicable. After Resident has moved out of the Apartment, Owner will determine whether Resident is eligible for a refund of any or all of the Security Deposit. The amount of the refund will be determined in accordance with N.C.G.S. 42-51 and the following conditions and procedures:
- A. Resident understands that the Security Deposit is security for performance by Resident of the terms and conditions of this Agreement, and may not be applied towards rent or other charges due while Resident remains in possession of the Apartment.
  - B. If the Security Deposit is deposited in an interest bearing account, Resident agrees that any interest accrued shall be for the sole benefit of Owner.
  - C. Owner will refund Resident the amount of the Security Deposit, less any amount needed to pay the cost of:
    - 1. unpaid rent
    - 2. damages to the Apartment in excess of normal wear and tear
    - 3. charges for late payments or returned checks
  - D. Within 30 days after termination of this Agreement and delivery of possession by Resident, Owner shall return the balance of the Security Deposit to the Resident's last known address with an itemized statement of any deductions.
6. **TERM OF OCCUPANCY:** Resident shall reside in the Apartment, commencing on *enter date* for a period of twelve (12) months. Thereafter, this Agreement shall automatically continue on a month-to-month basis unless terminated by either party upon giving thirty (30) days prior written notice. By initialing here, Resident acknowledges that he/she has specifically reviewed and approved this automatic renewal provision.

**Resident's Initials:** \_\_\_\_\_

7. **EARLY TERMINATION OF AGREEMENT BY RESIDENT:**
- A. When the Resident is a member of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit, this 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:
    - i. Has received permanent change of station orders (in excess of 50 miles from Fort Bragg, NC); or
    - ii. Is discharged, released or retired from active duty with the armed forces of the United States or from full-time duty or technician status with the National Guard; or
    - iii. Is assigned to government-provided quarters resulting in the forfeiture of Basic Allowance for Housing (BAH); or
    - iv. Is declared missing-in-action or loss of life in which case the spouse, next of kin or Personal Representative/Executor of the Resident(s)'s estate may exercise an early termination of the Agreement.
    - v. Has received deployment orders for a deployment of more than 60 days.
  - B. If Resident seeks early termination of this Agreement pursuant to the provisions of this section, Resident shall deliver to the Property 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 Property Manager's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. 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.
8. **EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS; GUESTS:** If Resident's status changes in such a manner so as to result in ineligibility for single unaccompanied housing (including as an example, marriage where the spouse is living in the Apartment, the Resident being administratively discharged or barred from the installation or the Resident is discharged from military service)) such that the Resident would no longer be eligible for housing under this Agreement, then this Agreement shall be terminated thirty (30) days following such change in status unless Owner has approved a different termination date and Resident continues to pay rent at the appropriate rental rate until the termination date.

Guests of the Resident shall not occupy the Apartment for more than 15 nights in any month, and there shall be no more than two overnight guests at a time, unless advance approval is obtained from Owner.

9. **EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For early termination not described above, Resident shall:
- A. Have occupied the Apartment no less than six (6) months under the terms of this Agreement; and
  - B. Deliver to the Property Manager a written notice stating the grounds for early termination, together with appropriate documentation supporting the grounds for early termination; and
  - C. Specify an effective date for the termination, which shall not be less than thirty (30) days after the date of Property Manager's receipt of said notice.

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 periods 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 apartment 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.

10. **AUTHORIZED OCCUPANTS:** It is understood and acknowledged that no one other than the Resident is authorized to reside in the Apartment without the written permission of the Property Manager.

11. **INSPECTIONS AT COMMENCEMENT AND TERMINATION OF OCCUPANCY:** The Resident and Owner agree that, prior to beginning occupancy of the Apartment, they will conduct a joint examination of the Apartment. 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 Apartment with Owner. The walk through inspection must be requested in writing a minimum of five (5) days before the Resident ends occupancy of the Apartment. Using the record of the pre-occupancy inspection, Owner will itemize any damages or deficiencies in the condition of the Apartment that exceed normal wear and tear and such damages shall be the responsibility of the Resident.

12. **REPAIRS/ALTERATIONS:** Except as provided by law, Resident shall not make repairs or make any interior or exterior alterations of the Apartment without Owners' 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 Apartment. 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 Apartment, Resident shall (i) remove all interior decorations made by Resident and restore the Apartment to its condition as of the beginning of the term of this Agreement, except for ordinary wear and tear, and (ii) insure that the Apartment is clean and free of all personal property and trash.

13. **CONDUCT:** Resident is responsible for the conduct of his or her guests. Resident and all guests must comply with the terms of this Agreement, the RRG and any applicable Fort Bragg Rules and Regulations, each of which are incorporated as part of this Agreement by reference. Resident acknowledges receipt of a copy of the RRG. Should the Resident or any guests fail to comply with any of the terms of this Agreement, the accompanying Rules and Regulations, and/or the RRG, the Resident may be evicted from the Apartment.

14. **USE AND QUIET ENJOYMENT:** Resident and his or her guests will enjoy the use of the Apartment and common areas in a manner that does not disturb the quiet enjoyment of other residents or create a public nuisance in violation of the RRG.

15. **RULES, REGULATIONS, AND LAWS:** This Agreement shall be governed by the laws of the State in which the Apartment 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 Apartment, 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. Resident agrees and acknowledges that (a) the Apartment is located within exclusive federal jurisdiction of the United States and therefore under military control, which includes the Fort Bragg Installation Commander's inherent authority and obligation to ensure good order and discipline, and (b) the Fort Bragg Installation Commander has the right and power to inspect, search and/or order the inspection or search of military persons and property within the Apartment and the installation.

16. **PETS:** No pets are allowed to occupy or visit the Apartment.

17. **LIABILITY; RENTER'S INSURANCE:** Resident shall be held liable for all damages to the Apartment, other than normal wear and tear. Costs for damages must be paid to, or payment arrangements made with, Owner by the final day of occupancy. The Resident's chain of command will be notified in case of delinquencies or failure to pay a just debt.

Owner will provide a renter's insurance policy covering Resident's personal contents up to \$10,000.00. The policy information shall be provided to the Resident.

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

A. **OWNER IS RESPONSIBLE FOR:** Baseline electric, water, sewer, gas, garbage, recycle collection, "high speed" internet access and "Standard Level" Cable Television access.

- i. Cable TV and/or Internet Service: Although this service is provided by Owner, the Resident shall not be entitled to any abatement and agrees to hold Owner harmless for any inconvenience or annoyance if the Cable TV and/or Internet Service become unusable due to weather, hardware conflicts, product updates, routine service or any other reason leaving the Resident without ability to access the service.
- ii. For the purpose of this agreement, the term "high speed internet" refers to any internet access exceeding so-called "dial-up" speeds, and Owner makes no other representation as to the internet service's speed in uploading or downloading content from the internet.
- iii. The term "Standard Level" Cable Television refers to that block of available channels (sometimes also referred to as "basic") offered by the designated cable television provider.
- iv. Owner may discontinue or alter any service level or aspect of the service at any time, without notice, without liability and at Owner's sole discretion.

B. **RESIDENT IS RESPONSIBLE FOR:** Telephone (local and long distance), Cable TV (to the extent Resident(s) desire any cable service/channel options beyond "Standard Level"), and Satellite Service, and any other services directly contracted for by Resident with a service provider.

C. In the event that there is a change in the Resident's or Owner's respective responsibilities for payment of utilities pursuant to this Agreement, Owner shall provide the Resident a reasonable notice period of such changes, prior to implementation of the charges.

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

19. **ENTRY INTO APARTMENT:** Owner, its employees, agents and/or contractors shall have access to and may enter the Apartment immediately:

- A. In case of emergency; or
- B. When Resident has abandoned or surrendered the Apartment; 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 Property Manager, their employees, agents and contractors harmless for such entry.

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

20. **KEYS AND LOCKS:** Resident hereby acknowledges receipt of *enter number of keys* keys for the Apartment. Locks may not be changed, modified or added without the written permission of Owner. If permission is granted, the Resident shall promptly furnish Owner with a key to each lock, without charge to Owner. Any lock modifications made shall be restored to their prior condition before Resident moves out, unless Owner accepts the modification, in its sole discretion. All keys shall be turned into Owner by the earlier of :
- a. Twenty-four (24) hours after vacating the Apartment; or
  - b. The check-out inspection.

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

**House, Storage & Mailbox Keys - \$ 10.00 each**

21. **PERIMETER SOIL:** The Resident acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Apartment, from the edge of the foundation to just beyond the drip-line of the roof of each building. The Resident agrees not to disturb the soil in this area.
22. **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 Apartment. Resident acknowledges receipt of the "Mold Information and Prevention Addendum" which is fully executed and incorporated herein by reference.
23. **EVICITION:** Owner may terminate this Agreement and proceed with an eviction of the Resident in accordance with the Applicable State Law, and any applicable federal or local law, in the event Resident fails to pay rent when due, or for one or more violations by Resident, including his or her guests, 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 Apartment after expiration of the term of this Agreement without the Owner's consent, the Resident is deemed to be in breach of this Agreement and Owner may commence an eviction action in accordance with the applicable law. An eviction action may be filed no earlier than the first day following the expiration of term of the Agreement. If Resident retains possession of the Apartment beyond the rental period without consent of the Owner, the Resident shall be obligated to pay to the Owner's attorney fees, court costs, and any ancillary damages due to the holdover by the Resident.

24. **END OF AGREEMENT TERM:** Unless otherwise terminated as provided herein, (i) Resident may request to execute a new Resident Occupancy Agreement for a period not to exceed one year at a new monthly rent to be determined by Owner prior to execution of the new Agreement, or (ii) Resident may request to renew this Agreement for successive terms of one month each at a new monthly rent to be determined by the Owner at least thirty (30) days prior to the start of each successive month, or (iii) Resident may choose to move out at the end of the initial term, provided that the Resident gives thirty (30) days advance notice of intent to move-out to the Property Manager. Automatic Renewal: At the end of the initial term, if no notice is provided by the Resident to the Owner, this Agreement will be automatically renewed on a month-to-month basis at the new monthly rent to be determined by the Owner.
25. **STORAGE AND PARKING:** No personal property shall be stored in the common areas except designated storage areas assigned to the Resident. The number of parking spaces is limited to one parking space per bedroom. Separate garages may be leased for an additional amount and require a separate Garage Rental Agreement.

**Vehicle Registration:**

<p><b><u>VEHICLE – 1</u></b></p> <p>Vehicle Make: _____</p> <p>Vehicle Model: _____</p> <p>Color: _____ License No.: _____</p> <p>State: _____</p> <p>Licensed to: _____ (name)</p>	<p><b><u>VEHICLE – 2</u></b></p> <p>Vehicle Make: _____</p> <p>Vehicle Model: _____</p> <p>Color: _____ License No.: _____</p> <p>State: _____</p> <p>Licensed to: _____ (name)</p>
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26. **SUBLEASING:** Resident shall not sublet the Apartment, nor transfer or assign its rights under this Agreement or permit any part of the Apartment to be used by any person other than the Resident and his or her guests, without the express prior written approval of the Property Manager, which may be withheld in its sole and absolute discretion.
27. **COMMON AREA AMMENITIES:** Various services, equipment and facilities (“Common Area Amenities”) may be provided for Resident’s use at Resident’s own risk. Common Area Amenities include all areas and facilities outside of the Apartment, within the community, that are provided and designated by Owner or Property Manager for the general, non-exclusive use of residents. Use of Common Area Amenities is subject to the restrictions described in the RRG or in instructions provided at the community.
28. **CONSTRUCTION:** Construction is ongoing at the Community. Owner and Property Manager will endeavor to limit inconveniences associated with this construction, and Resident agrees that the rent specified in this Agreement is fair and reasonable while construction is ongoing. Resident agrees that any inconvenience caused by this ongoing construction will not give Resident an offset to rental obligations, or be the basis for a complaint against Owner for rent relief, or any other claim, right of remedy against Owner or Property Manager, including constructive eviction. Although an estimated completion date may be specified, Owner does not guarantee completion dates for this construction. Owner and Property Manager require this construction to be done in a commercially workmanlike and reasonable manner, and the general hours of this construction will be reasonable for residential construction practices.
29. **SERVERABILITY:** 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.
30. **FAILURE OF OWNER/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.

EXECUTED and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned:

**RESIDENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Rank: \_\_\_\_\_ SSN: \_\_\_\_\_

Duty Phone: \_\_\_\_\_

Military Unit: \_\_\_\_\_

**OWNER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Authorized Representative