

- iii. charges for late payments or returned checks.
- D. Within 45 days after termination of the residency 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 *enter date* for a period of twelve (12) months. Notwithstanding the foregoing, Resident acknowledges that the Apartment and the Building are currently under construction and that the Resident's actual move-in date may be impacted by the construction schedule. If Resident's move-in date needs to be adjusted from what is written above, Resident and Owner will execute a *Commencement of Resident Occupancy Agreement Addendum* which will document the date Resident is able to take possession of the Apartment, and Resident's term of occupancy will be twelve (12) months from the date documented in the *Commencement of Resident Occupancy Agreement Addendum*. After the initial twelve (12) months, this Agreement shall automatically continue on a month-to-month basis unless terminated by Resident or Owner upon giving thirty (30) days prior written notice. Resident acknowledges that he or she has specifically reviewed and approved this automatic renewal provision.

Resident's Initials: _____

7. **FURNITURE.** If the Apartment is furnished at the time of move in, a Move-In Inventory and/or Condition Report reflecting the condition and inventory of the furnishings was provided to Resident and is hereby incorporated by reference. Resident is responsible for proper care and maintenance of all furnishings that are in the Apartment at the time of move-in. A move-out checklist will be used to document the condition of the furnishings at the time of move-out. After allowing for normal wear and tear, any remaining differences between the move-in report and the move-out checklist will be evaluated and Resident will be charged the appropriate fees for any damaged, destroyed or missing furniture. Resident will be responsible for paying the repair or replacement costs and fees for any damaged, destroyed or missing furniture prior to move-out, unless other arrangements have been made with Owner. Resident acknowledges that if there are excessive damages to the Apartment, including any furniture, in addition to being responsible for all associated costs and fees, Resident will no longer be eligible to reside in the Apartment and this Agreement shall terminate.

The Apartment IS / IS NOT (circle one) furnished at time of move-in. Resident's Initials: _____

8. **PETS:** Resident will adhere to any Department of Army Pet Policy, if applicable, unless otherwise indicated below.

Resident may have one (1) domesticated animal in the Apartment. Resident must comply with breed and weight restrictions as set forth in the RRG. Notwithstanding the foregoing, no animals other than a cat or dog shall be permitted or kept in the Apartment 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 relating to the keeping of pets in the Apartment. The following fee/deposit has been paid as a condition of keeping permitted pet(s) in or at the Apartment:

Refundable Pet Deposit: \$ *enter amount*
Non-Refundable Pet Fee: \$ *enter amount*

9. **EARLY TERMINATION OF AGREEMENT BY RESIDENT(S):** 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, the 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 Meade, MD); 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 estate may exercise an early termination of the Agreement; or
- v. Has received deployment orders for a deployment of more than 60 days.

If Resident seeks early termination of the Agreement pursuant to the provisions of Section 7A above, 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.

10. **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 unaccompanied personnel housing (including, for example, marriage, 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 Property Manager 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 seven (7) nights in any month, and there shall be no more than one (1) overnight guest at a time, unless advance approval is obtained from the Property Manager and the Co-Resident. If a guest is seventeen (17) years old or younger, the Resident, Co-Resident and Property Manager must sign a *Guest Approval Addendum* giving authorization for the minor guest to stay overnight. The *Guest Approval Addendum* may be terminated by Resident, Co-Resident or Property Manager at any time by providing 24 hours advance written notice to the other parties.

11. **EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For early termination not described in either Section 7 or 8 of this Agreement, Resident(s) 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 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 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.

12. **OTHER OCCUPANTS PROHIBITED:** It is understood and acknowledged that no persons other than the Resident and an approved Co-Resident are authorized to reside in the Apartment without the written permission of the Property Manager.
13. **INSPECTIONS AT COMMENCEMENT AND TERMINATION OF OCCUPANCY:** The Resident and Property Manager 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(s) Responsibility Guide (the "RRG"), which is hereby incorporated by reference. It shall be the responsibility of the Resident(s) to request an exit walk through inspection of the Apartment with Property Manager. The walk through inspection must be requested in writing a minimum of five (5) days before the Resident(s) ends

occupancy of the Apartment. Using the record of the pre-occupancy inspection, Property Manager 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.

14. **REPAIRS/ALTERATIONS:** Except as provided by law, Resident shall not make repairs or make any interior or exterior alterations of the Apartment without Property Manager's prior written consent. Resident shall notify Property Manager 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 and Property Manager harmless and indemnify Owner and Property Manager as to any mechanics lien recordation or proceeding caused by actions 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.
15. **CONDUCT:** Resident is responsible for the conduct of his/her guests. Resident and any guests must comply with the terms of this Agreement, the RRG and any applicable Fort Meade 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.
16. **USE AND QUIET ENJOYMENT:** Resident, including his/her guests, will enjoy the use of the Apartment and common areas of the Building and Community in a manner that does not disturb the quiet enjoyment of other residents or create a public nuisance.
17. **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 and the Community are located within exclusive federal jurisdiction of the United States and therefore under military control, which includes the Fort Meade Installation Commander's inherent authority and obligation to ensure good order and discipline, and (b) the Fort Meade 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 Community.

18. **LIABILITY; RENTER'S INSURANCE:** Resident shall be held liable for all damages to the Apartment, other than normal wear and tear. In addition, the Community is smoke-free and Resident will be responsible for any and all costs incurred if Resident does not comply with the smoke-free policy of the Community, including, but not limited to, any costs or fees necessary to restore the Apartment to a smoke-free condition. Costs for damages must be paid, 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 the Apartment up to \$20,000.00 and the policy information shall be provided to the Resident upon requested.

19. **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 and Property Manager 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 neither Owner nor Property Manager makes any other representation as to the internet service's speed in uploading or downloading content from the internet. 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.
 - iii. Owner may discontinue or alter any service level or aspect of the service at any time, without notice and without liability, and in Owner's sole discretion.
- B. **RESIDENT IS RESPONSIBLE FOR:** Telephone (local and long distance), Cable TV (to the extent Resident desires any cable service/channel options beyond "Standard Level"), Satellite Service, or any other services directly contracted for by Resident with a service provider.
- C. In the event that there be a change in the Resident's or Owner's respective responsibilities for payment of said utilities pursuant to this Agreement, Owner shall provide the Resident with a reasonable notice period of such changes prior to implementation of the charges.

20. **ENTRY INTO APARTMENT:** Owner, Property Manager, their employees, agents and/or contractors shall have access to and may enter the Apartment:
- a. Immediately 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 State Law.

21. **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 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 before Resident vacates the Apartment, unless Owner accepts the modification, in its sole discretion. All keys shall be turned into Property Manager by the earlier of: (a) twenty-four (24) hours after vacating the Apartment, or (b) the check-out inspection. Failure to return any of these keys or remotes, as well as any request for replacement keys, will result in a charge as set forth below:

Apartment, Bedroom & Mailbox Keys	\$ 10.00 each
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22. **PERIMETER SOIL:** The Resident(s) acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Building, from the edge of the foundation to just beyond the drip-line of the roof of the Building. The Resident and guests agree not to disturb the soil in this area.
23. **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 Property Manager 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.
24. **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 and/or 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 interferes with the right to quiet enjoyment of other residents. If Resident remains in possession of the Apartment after expiration of the term of the Agreement without the Owner' consent, the Resident is deemed to be in breach of this Agreement and Owner may commence an eviction action in accordance with the Applicable State 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 Owner's attorney fees, court costs, and any ancillary damages due to the holdover by the Resident.

- 25. **END OF LEASE 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. 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 Owner.
- 26. **STORAGE AND PARKING:** No personal property shall be stored in the common areas of the Building or the Community except designated storage areas assigned to the Resident. The number of parking spaces is limited to one parking space per bedroom.

Vehicle Registration:

VEHICLE – 1		
Vehicle Make: _____		
Vehicle Model: _____		
Color: _____	License No.: _____	State: _____
Licensed to: _____ (name)		

- 27. **SUBLEASING:** Resident shall not sublet any portion of the Apartment nor transfer or assign his or her rights under this Agreement or permit any part of the Apartment to be used by any person other than the Resident, Co-Resident and their guests, without the express prior written approval of the Property Manager, which may be withheld in its sole and absolute discretion.
- 28. **COMMON AREA AMENITIES:** 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 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.
- 29. **CONSTRUCTION:** Construction is ongoing at the Community. 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 also 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 or right of remedy against Owner, including constructive eviction. Although an estimated completion date may be specified, Owner does not guarantee completion dates for this construction. Owner will 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.
- 30. **LEAD BASED PAINT:** If the Apartment or Building was built prior to 1978, the undersigned Resident acknowledges receipt of the booklet published by the United States Environmental Protection Agency "Protect Your Family from Lead in Your Home" (EPA747-K-94-001). Resident agrees that he or she has received the

Disclosure of Information on Lead-Based Paint and / or Lead Based Paint Hazards, which is fully executed and incorporated herein by reference.

- 31. **ACKNOWLEDGEMENT AND RELEASE WITH RESPECT TO NOISE.** Resident acknowledges that the Apartment is located on an active army base where military operations are conducted and that such operations 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 Apartment. Additionally, such military operations may produce dust, smoke and other conditions. RESIDENT HEREBY WAIVES AND RELEASES ANY CLAIMS, ACTIONS, SUITS, AND CAUSES OF ACTION AGAINST OWNER, ITS PROPERTY MANAGER, ITS AGENTS, MEMBERS, OFFICERS, EMPLOYEES, ASSIGNS, SUCCESSORS, PARENTS AND AFFILIATES ARISING OUT OF OR RELATING TO NOISE, SMOKE, DUST AND OTHER CONDITIONS AS A RESULT OF MILITARY OPERATIONS OR TRAINING EXERCISES CONDUCTED BY THE UNITED STATES ARMY AT FORT MEADE.
- 32. **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.
- 33. **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's 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