

## Residential Lease Term Sheet

Manager: Meade Apartments, LLC

Manager: Corvias Management – Army, LLC

Development: Reece Crossings  
4750 English Ave  
Fort Meade, MD 20755

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Resident: \_\_\_\_\_

Active Duty

Occupants: \_\_\_\_\_

Occupants: \_\_\_\_\_

Occupants: \_\_\_\_\_

PREMISES ADDRESS (the “Home”):

Resident has elected to lease the following address: \_\_\_\_\_

(Please check one of the following):

As the entire apartment

As a co-resident (see Residential Lease Terms and Conditions for roommate terms)

LEASE TERMS:

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

LEASE TERM EXPIRATION:

Resident must provide Manager with a written notice of intent to vacate at least 60 days prior to move-out date. If Resident fails to give the required written notice and moves out prior to or after lease expiration, an insufficient notice fee will be charged. The insufficient notice fee shall be charged at the per diem rate in effect upon Resident’s move-out date multiplied by the number of days remaining to provide a sufficient notice.

RENT AND OTHER AMOUNTS DUE:

Monthly Rent: \_\_\_\_\_

Monthly Utility Administrative Fee: \_\_\_\_\_

*Additional Monthly Fees If applicable*

Charge Description _____	Fees _____
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Charge Description _____	Fees _____
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Charge Description _____	Fees _____
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Charge Description _____	Fees _____
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**Total Monthly Amount Owed:** \_\_\_\_\_

Late fees: Rent is due on the 1st of each month. If rent and other fees/recurring charges are not received by 11:59 pm local time on day 5, Resident will be charged a late fee as follows:

5% of the monthly rent past due

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Insufficient Funds (NSF)/Returned Item fee: \$35

**RENT PAYMENT (MILITARY ONLY):**

MAC Allotment-Required Deposit \$0

Resident Initials \_\_\_\_\_

Direct Pay for Marine, Coast Guard or National Guard and Reserves on Active Duty Orders

Advance Payment:

Before taking possession of the Home, Resident must pay Manager:

Amenity Fee: \_\_\_\_\_

Security Deposit: \_\_\_\_\_

Pet Deposit: \_\_\_\_\_

Prorated Monthly Rent Payment from (lease start date) through (end of month): \_\_\_\_\_

Lease Reservation Fee Applied: \_\_\_\_\_

Total Owed at Move In: \_\_\_\_\_

**MANAGER PAYS UNCHECKED UTILITIES/RESIDENT PAYS CHECKED UTILITIES**

- Electricity
- Water
- Sewer
- Cable
- Internet
- Garbage Removal

**FURNITURE INCLUDED IN THIS APARTMENT**

- 2 bar stools
- 1 couch
- 1 coffee table
- 1 end table
- 1 media stand

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

***Resident***

***Manager***

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

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

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

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

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

Title: ***Authorized Representative***

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

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

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

## Residential Lease Terms and Conditions

### 1. PAYMENT OPTIONS:

- a. Active Duty Service Members Only
  - i. Mac Option: Resident agrees to have Mac draft the 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 Rent amount plus any fees to Manager, effective starting the next month following the commencement date of this Agreement. **Rent is received and applied in arrears.**
- b. Civilians and Service Members using Direct Pay
  - i. **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 reminders or demand, to the Manager and paid electronically, unless otherwise directed by the Owner or Manager. Specific directions for electronic payments will be provided to Resident. Electronic payment is a privilege accorded by the Manager at its sole discretion and the Manager 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 Manager, on behalf of the Owner, 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 payment made by the Resident. Resident will make all Monthly Rent and Additional Rent payments in full. Any failures by Resident to pay all rent when due will, at Manager's election, be cause for 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 will be deemed to be nothing more than partial payment on that month's account. Under no circumstances will Manager's acceptance of a partial payment forfeit Manager's right to (i) collect the balance due on the account, (ii) send a notice of termination of this Agreement and/or commence an eviction or other proceedings for a non-payment of Monthly Rent or Additional Rent, despite any endorsement, stipulation, or other statement on any check or payment.
  - ii. The Manager will maintain a record showing the dates and amounts of rent paid by the Resident and showing also the fact that a receipt of some form was given to the Resident for each payment of rent

2. **LATE PAYMENT AND RETURNED CHECKS:** Rent is due on the first day of each month and failure to pay rent on or before the due date constitutes a default under this Agreement. If any rent payment, whether partial or full, is not received within five (5) days from the due date, a late fee of five percent (5%) of remaining monthly rent will be assessed for each month an amount is past due. Any rent payment received on or after the sixth (6<sup>th</sup>) day of the month, must include the late fee. Resident also agrees to pay an additional charge of thirty-five dollars (\$35.00) for each check returned or electronic draft refused, returned or unpaid. All such administrative and additional charges will be due immediately, unless this Agreement has been terminated or expired, in which case such administrative charges will be due to Manager immediately upon move out. Manager has the right to require all payments not paid by Basic Allowance for Housing ("BAH") allotment to be made with money order, cashier's check, or certified check. Notwithstanding anything to the contrary herein, Resident will 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 seven (7) days, unless such time period is extended by the Manager upon request of the Army.

3. **SECURITY DEPOSIT:** Resident will deposit with Manager a security deposit in the amount stated on the Lease Term Sheet. The security deposit will bear simple interest as required by Applicable Law. Manager may deduct from the security deposit any amounts which arise or are incurred as result of Resident's breach of this Agreement and

which will include, but are not limited to, the following: (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 of the Home after Resident has been approved as a resident, and (vi) all other costs and expenses, including re-renting, incurred by Manager. The security deposit does not represent an agreement of any type with respect to liquidated damages and the Manager specifically reserves the right to seek and to collect any and all additional damages to which it may be entitled. The security deposit may not be used at the election of the Resident toward any payment of Monthly Rent, Additional Rent or early termination fees. Manager will return any unused portion of the security deposit, plus accrued interest, to the last known forwarding address of Resident within 45 days of termination of tenancy.

4. **RENTERS INSURANCE:** *RESIDENT ACKNOWLEDGES THAT MANAGER IS NOT AN INSURER OF RESIDENT'S OR GUEST'S PERSONAL PROPERTY.* During the Term of this Agreement, Manager will require Resident to obtain and maintain a renter's liability insurance policy, at Resident's sole cost and expense. The policy must have \$100,000 of liability insurance and list the Owner as an interested party.
5. **INSPECTIONS AT COMMENCEMENT AND TERMINATION OF OCCUPANCY:** Prior to Resident moving into the Home, Resident and Manager will conduct a joint examination of the Home, if requested by the resident. This examination will be conducted and recorded in accordance with the Manager's Resident Responsibility Guide ("**RRG**"), which is hereby incorporated by reference. It will be the responsibility of the Resident to request an exit walk through inspection of the Home with Manager prior to move-out. The move-out walk through inspection must be requested in writing a minimum of five (5) days before the Resident moves out of the Home. Using the record of the move-in inspection, Manager will itemize any damages or deficiencies in the condition of the Home that exceed normal wear and tear, and the cost to repair such damages will be the responsibility of the Resident.
6. **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 will be conclusive proof that the Home was in such a condition, and that no other promise by Manager to Resident with respect to the Home, other than as contained in this Agreement, remains unfulfilled.
7. **FURNITURE:** If the Home is furnished at the time of move in, a Move-In Inventory and/or Condition Report reflecting the condition and inventory of the furnishings will be provided to Resident and is hereby incorporated by reference. Resident is responsible for proper care and maintenance of all furnishings that are in the Home 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 Manager. Resident acknowledges that if there are excessive damages to the Home, including any furniture, in addition to being responsible for all associated costs and fees, Resident will no longer be eligible to reside in the Home and this Agreement will terminate upon 30 days' notice to the Resident.
8. **POSSESSION:** Resident understands that the Manager manages property on a Federal Army Installation and providing possession can be, at times, subject to changes in current occupant's orders. Resident may take possession of the Home during business hours on the first day of the Term specified in the Lease Term Sheet. In the event Manager cannot deliver possession on that date, Manager agrees to the abatement of Monthly Rent for the period of time from the first day of the Term until the date Manager offers Resident possession of the Home, or a comparable dwelling unit may be offered. If possession can be given on the agreed upon date in a comparable dwelling then the abatement of rent or discounts on the offered dwelling is not applicable. Manager will not be liable to Resident for any damages or expenses as a result of the previous resident wrongfully holding over after his or her full term. In the event Resident is unable to take possession on the first day of the Term because of a reason attributed to Manager or to a previous resident holding over, Resident may, upon written notice, prior to delivery of possession of the Home, terminate this Agreement.

9. **KEYS AND LOCKS:** Resident hereby acknowledges receipt of keys for the Home and key fob for the community center. Locks may not be changed, modified or added without the written permission of Manager. If permission is granted, the Resident will promptly furnish Manager with a key to each lock, without charge to Manager. Any lock modifications made must be restored to their prior condition before Resident vacates the Home, unless Manager accepts the modification, at its sole discretion. All keys, key fobs, parking passes and other items issued by the Manager must be turned into Manager by the earlier of twenty-four (24) hours after vacating the Home or the move-out inspection. Failure to return any keys, key fobs, parking passes, visitor passes, and pool passes will result in a charge as listed in the RRG and is subject to change. In order to facilitate its response to emergencies and fire, police and health matters, Manager retains passkeys to all locks on doors in the Development. Manager will grant access to fire, police and health officials when required. Manager will have the right during the last sixty (60) days of the lease term to show the Home to prospective residents upon reasonable notice and at reasonable hours, including weekends.
10. **APPLICABLE RULES:** This Agreement will be governed by the laws of the State in which the Home is located (the “**Applicable State Law**”) to the maximum extent that the Applicable State Law applies to leased premises on a federal military installation, 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.
11. **USE AND OCCUPANCY:** During the Term of this Agreement, the Home will be occupied only by the Resident and any co-Resident as a private residential dwelling.

Occupancy of the Home will 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 Manager relating to the Development for the mutual benefit, comfort and enjoyment of the residents and the protection of their, and Owner’s, property.

Resident is responsible for the conduct of all guests. Resident and guests must comply with the terms of this Agreement, the Manager’s **RRG**” and any applicable Army or Installation rules and regulations, each of which are incorporated as part of this Agreement by reference. By signing this Agreement, Resident acknowledges receipt of the RRG and agrees to comply with all rules and regulations contained in the RRG, whether now in effect or subsequently issued by Owner or Manager. Violation of the RRG may be considered a violation of this Agreement. Should the Resident or any guests fail to comply with any of the terms of this Agreement, Installation rules and regulations, and/or the RRG, then the Resident may be evicted from the Home. Further, Resident hereby acknowledges that visits by police to the Home for improper behavior of the Resident, guests, or anyone on or about the Development because of the Resident (including family members, friends, guests, visitors, relatives, associates, and acquaintances), will constitute proper and sufficient grounds for termination of this Agreement by the Manager.

Resident and all guests will enjoy the use of the Home in a manner that does not disturb the quiet enjoyment of other residents or create a public nuisance.

12. **ROOMMATE TERMS AND CONDITIONS:** Resident’s right to occupancy hereunder consists of the exclusive use of either Bedroom A or B, exclusive use of either Storage A or B - and the shared use and occupancy of the kitchen and living room/dining room area with the Co-Resident of the Home. The common area must be kept clean at all times. It is acknowledged and understood that at different times during the term of this Agreement, a resident may be permitted to cease occupancy for permissible reasons as provided herein, and in such event, Manager will have the right to enter into a separate Resident Occupancy Agreement, without notice, with another single/unaccompanied individual, who will have all of the same rights and responsibilities with respect to the Home on a co-resident basis with the remaining resident. It is understood and acknowledged that no persons other than the Resident and an approved Co-Resident are authorized to reside in the Home without the written permission of the Manager. **Upon move out of either resident, the common area will be inspected to ensure kitchen surfaces, appliances, and all floors are wiped down. Further, the common area space should be clutter-free with the exception of normal home décor.**
13. **GUESTS:**

- a. Single Occupancy-Resident may have overnight guests not to exceed 7 nights in a calendar month.
- b. Roommate Occupancy-Resident may have an overnight guest, not to exceed 3 consecutive nights, or 7 nights in a calendar month.

It is expected that residents who share a living space will be courteous to one another, communicate, and follow all community policies. The right to have a guest does not supersede another's right to reasonable privacy.

14. **PETS:** Resident will be required to sign a Pet Addendum prior to having any pets in the Home. Resident will adhere to all Department of Army Pet Policies, the RRG and the Pet Addendum at all times. **Pets are prohibited in roommate arrangements.**
15. **UTILITIES:** As part of the Monthly Rent, the Manager will provide utilities as indicated on the Lease Term Sheet. Resident acknowledges that the Manager cannot be responsible for any interruption or reduction of utility service resulting from Manager's compliance with any law, regulation, guideline or voluntary program for the conservation of energy. Further, Resident agrees that the Manager will 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 Manager's negligent act or omission, which is not corrected, repaired or cured in a reasonable period of time. The Manager is not to be constructed as an agent, associate or partner of any utility provider or supplier.

Resident agrees that utility administrative fee is subject to increase during the term of this Agreement for increases in utility rates and heating fuel charges. In the event the costs of any of these items are increased over the amounts allocated for their payment or capital improvements are made to the Development, upon thirty (30) days' advance written notice of such increase, the utility administrative fee due thereafter will be proportionately increased through the remainder of the Term. If the utility administrative fee is increased by more than ten percent (10%) above the then current utility administrative fee, Resident may elect to terminate this Agreement and vacate the Home prior to the effective date of the increase by providing Manager written notice of such election within fifteen (15) days after Resident's receipt of the notice of increase.

16. **ENTRY INTO HOME:** Owner, Manager, their employees, agents and/or contractors will have access to and may enter the Home:
  - a. In case of emergency;
  - b. When Resident has abandoned or surrendered the Home;
  - c. In order to ensure the Home is maintained and not in need of repair;
  - d. In order to ensure that the Resident's use of the Home is in conformity with the provisions of this Agreement;
  - e. In order to make a vacant room rent ready;
  - f. In order to show a vacate room to a prospective or new roommate;
  - g. 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; however, Resident's report of damage or request for service provides permission to enter at reasonable hours without prior notice. Resident may be present; however, entry is not conditioned upon such presence and Resident agrees to hold Owner and Manager, their employees, agents and contractors harmless for such entry; or
  - h. Any other purpose permitted by applicable law.

The permission extended to Manager under this section is in addition to the right of Manager to re-enter the Home to show the Home to prospective residents as set forth above.

17. **DAMAGES, REPAIRS TO HOME, NOTICE OF REPAIRS, ALTERATIONS:** Resident will 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, guests 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. At the end of the Term, Resident will return the Home in as good of order as when Resident took possession, except for ordinary wear and tear.

Light bulb replacement will be the responsibility of the Resident.

Resident will give Manager 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. Manager 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 will be responsible for the costs of said maintenance and/or repairs in accordance with this Agreement.

Except as provided by law, Resident may not make repairs or any interior or exterior alterations of the Home without Manager's prior written consent. Resident must notify Manager in writing of any repairs, decorations or alterations contemplated, including, but not limited to, painting and wallpapering.

Owner and Manager are committed to the principles of fair housing. In accordance with fair housing laws, Owner or 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 will hold Owner and Manager harmless and indemnify them as to any mechanics lien recordation or proceeding caused by repairs or alteration undertaken directly by the Resident where it is the Resident's to pay a contractor or service provider.

**18. LEASE TERM/MONTH-TO-MONTH:** The term of this Lease is set forth in the Lease Term Sheet. At the end of your Lease Term, if Resident does not move out or does not sign a renewal lease, the Lease Term will automatically renew on a month-to-month basis. In the event that a Month to Month Lease is triggered, Manager reserves the right to charge a Month to Month Fee. Month to Month fee amounts are subject to change at Manager's discretion. If Resident stays in the Premises on a month-to-month basis following the term of the Lease, or stays beyond the Lease end date in order to fulfill the notice requirement, Resident will, effective the day after the Lease term ends, pay the month-to-month rent amount included in the renewal offer. Once Resident enters a month-to-month agreement, Manager reserves the right to increase the month-to-month rental rate upon 30 days' notice. Month to Month Fees may be eliminated upon lease renewal of a term of no less than 1 year unless other arrangements are authorized in writing by the Manager.

**19. TRANSFER:** Below are some, but not all, scenarios where a transfer fee will apply. Transfer fees are subject to change based on business factors such as occupancy and seasonality. Contact the Community Manager for an up-to-date list.

- a. If during the term of the lease agreement Resident decides to move from one roommate arrangement to another roommate arrangement in a different apartment.
- b. If during the term of the lease agreement Resident decides to move from a two bedroom (lease the entire Apartment) to a roommate arrangement or to a different apartment.
- c. If during the term of the lease agreement Resident decides to move from a roommate arrangement to a two bedroom apartment (lease entire unit). Rent for new apartment must be greater than current lease rental rate.
- d. In a roommate arrangement, when the Resident's roommate is put on notice to vacate, the Resident may sign a new lease for the entire apartment at a minimum of nine months for the current rate that is being offered at the time of the new lease. If a lease is not signed for the entire apartment the bedroom will be offered for rent to a Co-Resident without notice.
- e. If a resident would like to move to Fort Meade family housing in the middle of their lease agreement, regardless if Reece Crossings has availability to accommodate their family size, a 30 day written notice to vacate is required.

All moves to family housing must have an increase in bedroom count, or it will be considered an early termination. Resident must also have been a resident of Reece Crossings for a minimum of 6 months or early termination fees will apply.

**20. RENEWAL:** Unless otherwise terminated as provided herein, at the end of the initial lease term: (i) Resident may request to execute a new Resident Occupancy Agreement for a period -agreed upon by the Manager at a new monthly rent to be determined by Manager 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 Manager 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 sixty (60) days advance notice of intent to move-out to the Community Manager. At the end of the initial term, if no notice is provided by the Resident to the Manager, this Agreement will be automatically renewed on a month-to-month basis at the new monthly rent to be determined by Manager.

**21. NOTICE TO VACATE/EARLY TERMINATION:**

a. Military

- i. 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:
  1. Has received permanent change of station orders in excess of fifty (50) miles from the Installation; or
  2. Is discharged, released or retired from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or
  3. Is assigned to government-provided quarters resulting in the forfeiture of BAH; or
  4. 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.
- ii. If Resident seeks early termination of this Agreement pursuant to the provisions of this section, Resident will 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 must also state an effective date for the termination, which may not be less than sixty (60) days after the date of Community Manager's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. If providing less than sixty (60) days' notice due to orders, Resident must provide orders to the Community Manager within 48 hours of receiving such orders or a fee may be charged. The final month's Rent owed hereunder will be prorated based on the number of days in the calendar month in which the early termination occurs. Such prorated Rent will be payable at such time as would have otherwise been required by the terms of this Agreement.
- iii. If Resident knows for certain Resident is receiving orders, please put in a notice to vacate immediately upon receipt of orders.
- iv. Resident may terminate lease at any time, without notice, with an early termination fee equivalent to two month's rent paid in full prior to move out.

b. Federal Government Employees

- i. If Resident receives Permanent Change of Station (PCS) in excess of fifty (50) miles, documentation will be required and Resident must give a sixty (60) day notice. Insufficient notice fee applies unless when an earlier termination date is necessary to comply with the government orders.
- ii. If Resident is involuntary terminated (documentation required), Resident must give a 30 day notice. Insufficient notice fee applies.
- iii. If Resident is voluntarily terminated (documentation required), Resident must pay an early termination fee of 2 months' rent which is due at time of notice.
- iv. Resident may terminate lease at any time, without notice, with an early termination fee equivalent to 2 month's rent paid in full prior to move out.

c. Federal Contractors

- i. If Resident's federal contract ends, Resident must give 30 day notice, plus a fee of 1 month's rent.
- ii. If Resident is involuntarily terminated (documentation required), Resident must give a 30 day notice. Insufficient notice fee applies.



- iii. If Resident is voluntarily terminated (documentation required), Resident must pay an early termination fee of 2 months' rent which is due at time of notice.
  - iv. Resident may terminate lease at any time, without notice, with an early termination fee equivalent to 2 month's rent paid in full prior to move out.
- 22. MOVE OUT:** Upon vacating the Home, Resident will: (i.) remove all interior decorations made by Resident, (ii.) restore the Home to its condition as at the time of move-in, except for ordinary wear and tear, and (iii.) insure that the Home is clean and free of all personal property and trash. After the Home is vacated, any refund due to Resident will be made within ten (10) business days of the Community Manager's receipt of the military allotment applicable to the month of move-out.
- 23. ENFORCEMENT EXPENSE PAYMENTS, ADDITIONAL RENT:** Residents agrees to pay any and all administrative, professional and attorney's 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 Manager 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 will 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.
- 24. INSTALLATION AUTHORITY:** 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 all housing areas on the Installation.
- 25. PARKING:** Every vehicle parked at the Community must display a parking permit. Only automobiles, motorcycles and small trucks (3/4 gross tons or smaller) will be allowed to park at the Community. All other vehicles will be towed at the vehicle Manager's expense. Unlicensed vehicles, inoperable vehicles, trailers of any type, boats, and permanently stored or parked vehicles are expressly prohibited from the parking areas. The washing or repairing of vehicles anywhere in the Development is prohibited unless the Manager specifies a designated area. Please see RRG or parking addendum for additional parking rules.
- 26. SUBLEASING:** Resident may not sublet any portion of the Home nor transfer or assign his or her rights under this Agreement or permit any part of the Home to be used by any person other than the Resident, Co-Resident and their guests, without the express prior written approval of the Community Manager, which may be withheld in its sole and absolute discretion.
- 27. COMMON AREA AMENITIES:** Any common facilities provided by Manager for Resident use (such as the clubhouse, basketball court, etc.) will not be misused or abused by Resident or any guests of Resident. Manager reserves the right to change or eliminate any such facilities or to restrict use or access thereto. Resident will be responsible for any damage to any such facilities caused by him or her or any guests of Resident.
- Manager 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 any guests of Resident.
- 28. 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, Occupants and guests agree not to disturb the soil in this area.
- 29. 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 Manager any evidence of excess moisture or mold or mildew inside the Home. Resident acknowledges receipt of the "Mold Information and Prevention Addendum," which is fully executed and incorporated herein by reference, and agrees to comply with all of its terms, as well as the RRG.

**30. TERMINATION FOR BREACH OF AGREEMENT:** All covenants and provisions of this Agreement are material and independent. Should the Resident, guests or anyone on or about the Development breach any of the covenants, agreements, undertakings and/or provisions of this Agreement, or should the Resident, guests or anyone on or about the Development, 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 Manager or any person lawfully in the Development, the Manager will have the right to terminate this Agreement by giving the Resident a written notice demanding that Resident vacate the Home. The notice will 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, Manager will then be entitled, to exercise the remedy provided by Applicable Law against Resident including, but not limited to, eviction through judicial process.

If Resident fails to pay the Monthly Rent when due, Manager may 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 Manager. In the event the Resident's right to occupy the Home is terminated by court action, or if Resident vacates the Home voluntarily, Manager may re-enter and re-let the Home for such rent and upon such terms as the Manager, in its sole discretion, believes reasonable. Resident will remain liable for any deficiency in Monthly Rent or for any other amounts due to Manager pursuant to this Agreement, including, but not limited to, court costs and attorney(s) fees, all other costs directly or indirectly incurred by the Manager in re-letting the Home, and any other damages sustained by Manager 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) will be credited to said total amount. Resident will then pay to the Manager any remaining balance after application of the aforesaid credit.

**31. RESIDENT'S EMPLOYER/INFORMATION:** Resident warrants and represents that he or she is employed by the United States government or a contractor to the United States government. If the resident is employed by a contractor, location of employment must be assigned to Fort Meade. Resident agrees to inform Manager, in writing, of all changes in Resident's work address and phone number. Resident will immediately notify Manager in writing in the event Resident is no longer employed by the United States government or a contractor to the United States government. Resident further acknowledges that if Resident ceases to be employed by the United States government or a contractor to the United States government, it will constitute proper and sufficient grounds for termination of this Agreement by the Manager. In addition, Resident is 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 or a contractor to the United States government (who is assigned to Fort Meade) before this Agreement may be renewed.

**32. NOTICES:** All notices required by this Agreement will be sent by either party through electronic delivery or posting on apartment door. Either party must send to the other notice of another address to be used for notices by registered mail, certified mail, or electronic delivery. Willful refusal to accept a notice provided for by this Agreement will be a breach of this Agreement.

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

**34. EXCULPATION OF MANAGER:** Resident acknowledges that the Home is located on an active military installation under federal jurisdiction. Resident acknowledges and understands that the Installation is subject to federal, including military, law enforcement and security measures, including, without limitation, restrictions on access to the Installation 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 Installation. Resident further understands that he or she may be required to

comply with such regulations and requirements as military authorities at the Installation may impose. Manager will not be liable to Resident or to family members, agents, or guests of Resident, and Resident expressly releases and discharges Manager from, all injury, loss, damage or liability not arising from any omission, fault, negligence or other misconduct of Manager, its representatives, agent, or employees in connection with any restriction, limitation, or inconvenience in any way related to or arising from the Installation'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

- 35. ACKNOWLEDGEMENT AND RELEASE WITH RESPECT TO NOISE:** Resident acknowledges that the Home is located on an active military installation 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 MANAGER, COMMUNITY MANAGER, 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 AT THE INSTALLATION.
- 36. FIRE HAZARDS:** Resident may 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. Prohibited activities in the Development include the keeping and using of candles and kerosene lamps. Only battery-powered lighting may be used for light if electricity is terminated or interrupted. If the Home becomes uninhabitable by reason of a natural disaster or because of fire not caused by the act or omission of Resident or any person or persons under Resident's control, the Monthly Rent will be suspended until the Home has been restored to a habitable condition. Manager is not obligated to rebuild or restore the Home and in the event Manager elects not to rebuild or restore the Home, this Agreement will terminate as of the date the Home became uninhabitable due to fire or natural disaster.
- 37. 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 receipt of the RRG, which can be found on the [Reece Crossings' website](#), and agrees to be bound by any future RRG and any other rules and regulations as adopted or modified by Manager upon delivery to or availability of the same to Resident. Any violation of the RRG, as may be amended, will 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 Installation or the federal government, as may exist from time to time during the Term.
- 38. SEVERABILITY:** Each provision of this Agreement will be separate and divisible. In the event that any provision or part thereof is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 39. 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 are found to be misleading, incorrect or untrue, Owner will 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 will be binding upon Owner or Resident unless reduced to writing and signed by the parties.

This Agreement and all its terms, covenants and conditions will be binding upon the assigns, personal representatives and heirs of the Resident and Owner. Time is of the essence under this Agreement.