

# RESIDENT OCCUPANCY AGREEMENT

(military family housing)

This Resident Occupancy Agreement (the “**Agreement**”) is entered as of *select date* between *select Owner entity* (the “**Owner**”) and the following individual or individuals on active duty with the United States Armed Forces:

*Enter first service member’s name*

*Enter second service member’s name*

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

1. **HOME:** Owner will provide the Resident with a rental home at *enter address* (the “**Home**”). The Home is located on *select installation* (the “**Installation**”). Resident has inspected the Home and is satisfied that it is in a condition that is reasonably safe and habitable for occupancy. The Home and all matters relating to this Agreement will be managed by Corvias Management – Army, LLC (the “**Community Manager**”).
2. **RENT:** The monthly rent for the Home (the “**Rent**”) will be determined as follows:
  - a. If the Resident’s duty assignment is the Installation, then the Rent will be equal to the BAH actually received by the Resident.
  - b. If the Resident’s duty assignment is not the Installation, then the Rent will be the equivalent BAH for Resident’s rank, at the with dependent rate, at the Installation. If the Rent is higher than the BAH actually received by the Resident, the Resident will be responsible for the difference.
  - c. If the Home is occupied by two or more Residents (two or more active duty service members), the Rent will be the equivalent BAH for the highest ranking Resident, at the with dependent rate, for the Installation.
  - d. If the Resident has been designated as a key and essential employee by the Installation, the Rent will be equal to the Resident’s housing allowance at the with or without dependent rate, whichever is applicable.

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

Payment of Rent will be made through an allotment/deduction from the Resident’s pay account to Owner. Rent is due on the first day of the month for the previous month’s Rent (payment in arrears). Resident must pay (via check) the prorated portion of the first month’s Rent for the number of days the Home is occupied. Such prorated Rent payment is due at or before the time of move-in.

By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the Resident’s BAH, payable to Owner, effective for the next month following the date Resident moves into the Home. Resident’s spouse 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 Home (move-in) will not be permitted until the BAH allotment is authorized. Failure to pay Rent on time or stopping BAH allotment may result in loss of eligibility to occupy the Home.

3. **LATE PAYMENT AND RETURNED CHECKS:** Failure to pay Rent on or before the due date constitutes a default under this Agreement. If any Rent payment is not received within five (5) days from the due date, Resident agrees to pay a late charge of five percent (5%) of monthly Rent for each month an amount is past due. 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 by first day of the next calendar month, unless this Agreement has been terminated or expired, in which case such administrative charges will be due to Owner immediately upon move out. Owner has the right to require that all payments that are not paid by BAH allotment be made by 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 thirty (30) days, unless such time period is extended by the Owner upon request of the Army. 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 allotment applicable to the month of move-out.

4. **TERM OF OCCUPANCY:** Resident will reside in the Home commencing on *select date* for a period of twelve (12) months. Thereafter, this Agreement will automatically renew 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:** \_\_\_\_\_

5. **EARLY TERMINATION OF AGREEMENT BY RESIDENT:**

- a. When either Resident or Resident's spouse are members 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 or Resident's spouse:
  - i. Has received permanent change of station orders in excess of fifty (50) miles from the Installation; or
  - ii. 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
  - iii. Is assigned to government-provided quarters resulting in the forfeiture of 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.
- b. 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 thirty (30) days after the date of Community Manager's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. 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.

6. **EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For early termination not described above, Resident must:
- a. Have occupied the Home no less than six (6) months under the terms of this Agreement;
  - b. Deliver to Community Manager a written notice stating the grounds for early termination, together with appropriate documentation supporting the grounds for early termination;
  - c. Specify an effective date for the termination which may not be less than thirty (30) days after the date of Community Manager's receipt of the notice; and
  - d. 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 will 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 will be paid in addition to any other monthly Rent or prorated monthly Rent owed for time period up to and including the early termination date, or any other money owed by the Resident as a result of Resident's physical damage to the Home or other property of Owner.

The final month's Rent owed 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.

7. **AUTHORIZED OCCUPANTS:** The following members of the Resident's family are authorized to reside in the Home (collectively, the "**Occupants**" and each individually, an "**Occupant**"):

Spouse: *enter name*

Is the spouse active military? YES / NO

If Yes, last four digits of spouse's SSN: *enter last 4 digits of SSN*

Children's Names: *enter name(s)*

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

It is understood and acknowledged that no other persons other than those listed above are authorized to reside in the Home.

8. **EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS:** Changes in the number of members of the Resident's family must be reported to the Community Manager immediately. If Resident's dependent or marital status changes in a manner that results in the Resident's ineligibility for family housing (including, for example, legal separation or divorce), or the Resident is administratively discharged or barred from the Installation or discharged from military service, such that the Resident is no longer be eligible for housing under this Agreement, then this Agreement will terminate thirty (30) days following such change in status, unless Owner has approved a different termination date and Resident continues to pay Rent until termination date.
9. **GUESTS:** Guests of the Resident or Occupants may not occupy the Home for more than 30 days in a calendar year without the written approval of the Community Manager.
10. **INSPECTIONS AT COMMENCEMENT AND TERMINATION OF OCCUPANCY:** Prior to Resident moving into the Home, Resident and Community Manager will conduct a joint examination of the Home. This examination will be conducted and recorded in accordance with the Owner's Resident Responsibility Guide ("**RRG**"), which is hereby incorporated by reference. It will be the responsibility of the Resident to request an exit walk through inspection of the Home with Community 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, Community 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.
11. **REPAIRS/ALTERATIONS:** Except as provided by law, Resident may not make repairs or any interior or exterior alterations of the Home without Owner's prior written consent. Resident must notify Owner in writing of any repairs, decorations or alterations contemplated, including, but not limited to, painting and wallpapering.

Owner and Community Manager are committed to the principles of fair housing. In accordance with fair housing laws, Owner or Community Manager will make reasonable accommodations to their rules, policies, practices or services and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Home. In the event that Resident requests any such accommodation/modification, Resident will be required to sign an addendum to this Agreement regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. Resident will hold Owner and Community Manager harmless and indemnify them as to any mechanics lien recordation or proceeding caused by repairs or alteration actions undertaken by or at the request of Resident.

12. **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.
13. **CONDUCT:** Resident is responsible for the conduct of all Occupants and guests. All Occupants and guests must comply with the terms of this Agreement, the 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 Community Manager. Violation of the RRG may be considered a violation of this Agreement. Should the Resident, any Occupants or guests fail to comply with any of the terms of this Agreement, Installation rules and regulations, and/or the RRG, then the Resident and/or Occupants may be evicted from the Home.

**USE AND QUIET ENJOYMENT:** Resident, all Occupants and 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.

14. **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 and the courts of such State have jurisdiction over the Home, as well as any applicable Federal laws, any applicable military rules, regulations and/or guidelines, and the RRG, all of which are hereby incorporated by reference.
15. **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.
16. **LIABILITY; RENTER’S INSURANCE:** Resident will be held liable for all damages to the Home, other than normal wear and tear. Costs for damages must be paid to, or payment arrangements 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.

During the Term of this Agreement, Owner may require Resident to obtain a renter’s insurance policy, at Resident’s sole cost and expense. Owner will provide Resident with thirty (30) days’ advance written notice if Resident is required to obtain such insurance. If Owner provides Resident notice that he/she is required to obtain a renter’s insurance policy, Resident will do so within the timeframe specified in the notice and will continue to maintain such coverage for as long as Resident or the Occupants occupy the Home.

*Resident is urged to obtain insurance covering the Home and his/her personal property.*

17. **UTILITIES:**
  - a. OWNER IS RESPONSIBLE FOR: Electric, water, sewer, gas, garbage, recycle collection.
  - b. RESIDENT IS RESPONSIBLE FOR: Telephone (local and long distance), Cable TV (basic and expanded), Satellite Service, and Internet Service (high speed and dial-up), or any other services directly contracted 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 will provide the Resident with a reasonable notice period of such changes, prior to implementation of the charges.
  - d. Army’s Resident Direct Pay Program (Live Army Green). 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 Home, including the payment for all electric or gas consumption (at the prevailing utility rates) in excess of the established “baseline” consumption for the Home. The methodology for calculation of the “baseline” usage consumption for the Home will be provided to Resident upon request.
18. **ENTRY INTO HOME:** Owner, Community 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. 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 Community Manager, their employees, agents and contractors harmless for such entry; or
  - f. Any other purpose permitted by applicable law.
19. **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.

20. **KEYS AND LOCKS:** Resident hereby acknowledges receipt of *enter number of keys* keys and *enter number of garage door openers* garage door opener(s) for the Home. Locks may not be changed, modified or added without the written permission of Owner. If permission is granted, the Resident will promptly furnish Owner with a key to each lock, without charge to Owner. Any lock modifications made must be restored to their prior condition before Resident vacates the Home, unless Owner accepts the modification, in its sole discretion. All keys and garage door opener(s) must be turned into Owner by the earlier of twenty-four (24) hours after vacating the Home or the move-out inspection. Failure to return any keys or garage door openers, as well as any request for replacement keys or garage door openers, will result in a charge as set forth below:

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

21. **RIGHT TO RELOCATE RESIDENTS.** Owner reserves the right to relocate Resident due to: (a) scheduled/planned construction and renovation projects, or (b) dissatisfactory habitability conditions. Owner will give Resident reasonable written notice of its decision to relocate the Resident (the "**Relocation Notice**"). Within fifteen (15) days of the date of the Relocation Notice, Resident must inform Owner in writing whether he or she accepts the relocation, or if Resident elects to terminate this Agreement. In the event Resident accepts the relocation, Owner will, in its sole discretion, either directly pay for, or reimburse Resident for, all reasonable costs directly associated with the physical move to a new home within the Owner's housing area on the Installation, as well as the reasonable costs of reconnection of cable, telephone, and other utilities. Notwithstanding the forgoing, relocations directed by Owner due to dissatisfactory habitability conditions caused by Resident, Occupants or guests, will be at Resident's sole cost. In such event, Resident will also be responsible for the cost of remedying any such conditions. In the case of any relocation or termination of this Agreement pursuant to this paragraph, Resident will be responsible for the pro-rated Rent due for all days that the Home is not fully vacated of all persons and personal property.

22. **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.

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 Owner any evidence of excess moisture or mold or mildew inside the Home. Resident acknowledges receipt of the "Mold Information and Prevention Addendum," which is fully executed and incorporated herein by reference, and agrees to comply with all of its terms, as well as the RRG.

24. **LEAD BASED PAINT:** If the Home 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." 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.

25. **EVICITION:**

- a. Owner may terminate this Agreement and proceed with an eviction of the Resident in accordance with the Applicable State Law, or any applicable federal or local law in the event Resident fails to pay Rent when due, or for one or more violations by Resident, Occupants or guests of this Agreement or the RRG.
- b. If Resident remains in possession of the Home after expiration of the term of this Agreement without the Owner's consent, the Resident will be deemed to be in breach of this Agreement and Owner may commence an eviction action in accordance with Applicable State Law. Resident will be obligated to pay to the Owner's attorney fees, court costs, and any ancillary damages due to the holdover by the Resident.

26. **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.

27. **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, Occupants or guests without the express prior written approval of the Community Manager, which may be withheld in its sole and absolute discretion.

28. **FAILURE OF OWNER/COMMUNITY MANAGER TO ACT:** Failure of Owner or Community Manager to enforce any provision of this Agreement and/or insist on strict compliance with the terms of this Agreement will not constitute a waiver of Owner or Community Manager's abilities or rights to enforce the provisions hereof or act on any violations in the future.
29. **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 OWNER, 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.

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

**[NOTE: If there is more than one service member listed on the first page of this Agreement, each must sign below as Resident]**

**Resident**

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

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

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

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

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

**Owner**

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

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

Title: **Authorized Representative**

**Resident**

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

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

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

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

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