



Fort Benning Family Communities LLC RESIDENT OCCUPANCY AGREEMENT

This **RESIDENT OCCUPANCY AGREEMENT** (Agreement), is made this _____ day of _____,

20__ , between Fort Benning Family Communities, LLC (Landlord), and the Tenant(s) listed below:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

1. TERM OF OCCUPANCY: The Landlord grants occupancy to the Tenant and only those persons authorized by this Agreement on the premises located at

(Premises), for use as a dwelling only, together with any property noted on the Move-In/Move-Out Report received upon Tenant occupying the Premises. The term of this Agreement begins on _____ and ends on _____,

unless such term is reduced or extended in accordance with the terms of this Agreement. This Agreement shall automatically extend on a month-to-month basis unless one of the following conditions apply:

- a. Landlord provides Tenant with sixty (60) days written notice to vacate
- b. Tenant provides Landlord with thirty (30) days written notice to vacate
- c. Unless otherwise terminated in accordance with this Agreement

2. RENT:

a. Tenant's monthly rent shall equal the senior service member's Basic Allowance for Housing at the with or without dependent rate; provided however, that if such senior service member is not assigned to Fort Benning or Dahlonge, as applicable, and, if such senior service member's BAH is different than the BAH rate for Fort Benning or Dahlonge, as applicable, the monthly rent shall equal the BAH rate for Fort Benning or Dahlonge, as applicable. The rent shall be adjusted by the same amount as such senior service member's BAH changes at any time during the term of this Agreement. Payment will be made through an allotment from the senior service member's pay account to the Landlord. The allotment will be increased or decreased whenever increases or reductions occur to the senior service member's BAH rate. Rent is due on the first (1st) day of each month for the previous month's rent (payment in arrears). **Tenant is solely responsible for ensuring that monthly rent payments are received in accordance with this Agreement. If, for any reason, a scheduled allotment is not received by the due date, the Tenant must immediately pay the rent by check or money order.** By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the senior service member's BAH (as adjusted during the term of this Agreement) payable to the Landlord. Authorization is also given to Landlord to stop the BAH allotment at the time this Agreement is terminated in accordance with its terms.

b. Payment for the prorated portion of the first month's rent, for the number of days the Premises is occupied, will be paid to the Landlord on or before the date of this Agreement.

c. Except as otherwise provided in this Agreement, if the Premises are vacated pursuant to a notice of Landlord or Tenant given in accordance with this Agreement, and the Premises are vacated on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by the number of days in the month in which the Premises are occupied by Tenant and/or any of Tenant's family members.

3. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by Landlord on or before the due date are late and constitute a default under this Agreement. If any installment of rent is not received by the Landlord within five (5) days from the due date, Tenant agrees to pay a late charge of five percent (5%) of the monthly amount due to Landlord, for each amount due. Tenant also agrees to pay the Landlord an additional charge of Thirty Dollars (\$30.00) for each check returned unpaid, which charge(s) shall be deemed part of the rent. Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashiers check, or certified check and where default in payment occurs, to require an up-front payment of the aggregate amount of all rent payments that are due, or will become due, through the remainder of the term of this Agreement. Any failure on the part of Tenant to pay rent when due (or of the Landlord to received a BAH payment when due) under this

Agreement shall be deemed a "default" by Tenant for purposes of this Agreement. Notwithstanding the foregoing, however, Tenant shall not be in default under this Agreement by reason of Landlord's failure to receive a BAH payment due to an error or delay caused by the Defense Finance and Accounting Service provided that such default is cured within thirty (30) days of the applicable due date (or such longer period as the Landlord may approve in writing upon the request of the Army, which Landlord approval shall not be unreasonably withheld).

4. EARLY TERMINATION OF AGREEMENT BY TENANT:

a. When either Tenant or Tenant'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 Tenant without payment of any penalty or liquidated damages for rent if the member is otherwise in compliance with this Agreement and the member:

- (1) Has received permanent change of station ("PCS") orders requiring a transfer beyond a twenty-five (25) mile radius of Fort Benning; or
- (2) Has received temporary duty orders in excess of ninety (90) days' duration; or
- (3) Is discharged or released from active duty with the armed forces of the United States or from his/her full-time duty or technician status with the National Guard; or
- (4) Is assigned to government-provided quarters resulting in the forfeiture of Basic Allowance for Housing (BAH); or
- (5) Dies or his/her spouse dies, or the military member is declared missing-in-action. (The spouse, next of kin or Personal Representative/Executor of the decedent's estate may exercise an early Agreement termination.)

b. If Tenant seeks early termination of this Agreement under Section 4a above, Tenant shall deliver to the Landlord 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 Landlord's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. The final month's rent owed by Tenant shall be prorated based on the date of termination compared to the number of days in the calendar month that the termination occurs and shall be payable at such time as would have otherwise been required by the terms of this Agreement.

5. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS: If Tenant's dependent or marital status changes, or the Tenant is discharged from military service, such that the Tenant would no longer be eligible for housing in accordance with the terms and conditions of this Agreement (and/or the Army's requirements), this Agreement shall terminate thirty (30) days after the change in status (or discharge, as applicable), unless the Landlord provides written approval of a different termination date and Tenant continues to pay rent at the BAH rate specified by Landlord. Tenant is required to provide immediate written notice of any change in marital status, change in dependent status and/or discharge to the Fort Benning Family Communities, LLC. Management Office, addressed as follows:

_____, Fort Benning, Georgia 31905.

6. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES: Except for any early termination of this Agreement pursuant to Paragraph 4 or 5 above, and except as otherwise prohibited under applicable law, Tenant shall pay one month's rent to the Landlord as liquidated damages for the early termination of this Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent owed or other money owed by the Tenant as a result of any physical damage to the Premises caused by Tenant and/or any of Tenant's family members, guests or invitees.

7. NUMBER OF OCCUPANTS: Tenant agrees that the Premises shall be occupied by (a) Tenant's immediate family members consisting of _____ adult(s), _____ children between 12 and 18 years old as of the date of this Agreement, and _____ children under 12 years old as of the date of this Agreement; and (b) _____ [specify other occupants]. All occupants must be "dependents" as documented in the Defense Eligibility Enrollment Reporting System (DEERS) and verified via DD Form 1172, unless approved in writing by the Landlord. In addition, Tenant shall not increase the number of occupants without the prior written consent of the Landlord.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

8. KEYS AND LOCKS: Tenant hereby acknowledges receipt of _____ sets of keys and _____ garage door openers for the Premises. Tenant shall deliver all keys and garage door openers for the Premises to the Landlord within twenty-four (24) hours of the termination of this Agreement (or the date the Tenant vacates the Premises, if earlier). Locks may not be changed or added without the written permission of Landlord. If permission is granted, Tenant shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Tenant vacates the Premises. Tenant will be charged \$25.00 per key for replacing each lost key and \$25.00 per key for each key Tenant fails to return on termination of this Agreement. Tenant will be charged \$35.00 per garage door opener for replacing each lost garage door opener and \$35.00 per garage door opener for each garage door opener Tenant fails to return on termination of this Agreement.

9. INSPECTION AT COMMENCEMENT OF OCCUPANCY: Tenant and Landlord acknowledge that, prior to occupancy, they conducted a joint examination of the Premises. Tenant hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to the Tenant in good order and repair, and that the Premises were in a safe, clean and habitable condition. Tenant further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that Tenant is fully liable to Landlord for any and all damages to the Premises, except (a) any damages identified in the Move-In Report, which damages existed prior to the commencement of this Agreement, and (b) reasonable and normal wear and tear to the Premises.

10. ASSIGNMENT AND SUBLETTING: Tenant shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement. If Tenant remains in possession after such a termination by Landlord, Tenant shall be considered a "tenant at sufferance," and Landlord shall be legally entitled to dispossess the Tenant. Landlord may assign this Agreement without Tenant's consent, but shall provide Tenant with written notice of any such assignment.

11. USE AND QUIET ENJOYMENT: Tenant will enjoy the use of the Premises in a manner that does not disturb other tenants or create a public nuisance in violation of the Fort Benning Resident Responsibility Guide.

12. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- a. Private businesses may not be operated on the Premises unless approved, in writing, by the Landlord and conducted in accordance with the regulations contained in the Fort Benning Resident Responsibility Guide.
- b. Tenant shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, illegal drugs or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a default under this Agreement by Tenant and will, at the option of the Landlord, permit immediate termination of this Agreement by Landlord.
- c. Tenant shall not: permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises, without the written permission of the Landlord.
- d. Tenant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, on the Premises or that might be considered hazardous or extra hazardous by state or county fire/safety officials and/or under the provisions of any applicable insurance policy. Should Tenant possess or maintain any hazardous materials on the Premises that cause injury or damage, Tenant shall be fully liable for any and all related injuries and/or damages. Failure of Tenant to remove said materials upon written request of the Landlord shall be deemed a default under this Agreement by Tenant and permit the Landlord to immediately terminate this Agreement.

13. ANIMALS: Tenant shall be permitted to keep the following domestic animals in the Premises: _____ dogs, _____ cats, and _____. No other animals may be maintained or housed on the Premises and/or the exterior thereof without the prior written consent of the Landlord. Fish tanks which hold more than 5

gallons of water are prohibited unless approved in writing by the Landlord in advance. The Tenant shall comply with the provisions of the Fort Benning Resident Responsibility Guide's specific requirements relating to the keeping of animals on the Premises. The Tenant shall be fully liable for any and all injuries or damages caused by such animals.

14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: Tenant shall refer to the Fort Benning Resident Responsibility Guide for specific regulations relating to the keeping of cable, satellite and other television facilities on the Premises.

15. UTILITY CHARGES: Utility charges are to be paid as follows:

a. Landlord shall pay for electricity, water, sewer, and natural gas, unless Landlord establishes a utility allowance as further described below. Resident acknowledges the Landlord may establish utility allowances with respect to electric and gas utilities as a reduction in the Resident's monthly rent. In the event such utility allowances are established, Landlord will provide at least sixty (60) days prior written notice of the specific utilities subject to the allowance and the amount of the allowance for each covered utility. On the effective date of the utility allowances, Resident shall become personally responsible for the payment of the actual gas and electricity usage for the Premises. The Landlord shall read meters on a monthly basis and provide Resident with a monthly accounting of the actual utility usage for the Premises. If at any point in the year, the annual account balance exceeds \$25.00 (either a charge or credit) an invoice or refund check shall be issued within (30) days. In those cases where invoices are issued, payment is due within fifteen (15) days of delivery of the invoice to Resident. Resident's utility account shall be reconciled (either invoiced or refunded to Resident) on an annual basis or within 30 days of termination of this Agreement, as applicable. Utility allowances may be adjusted from time to time by the Landlord. Landlord shall provide written notice of such an adjustment to Resident at least sixty (60) days prior to implementation.

b. Tenant shall pay for all utilities not specified in paragraph 15(a) above, including, but not limited to, telephone, cable television, and internet service. Should the responsibility for utility payments change in the future, Tenant will be given reasonable notice of such change prior to implementation of the changes

16. REPAIRS: Tenant shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. Tenant shall immediately notify the Landlord of any damage to the Premises.

17. ALTERATIONS AND FIXTURES: Tenant shall make no alterations to the Premises, incur any debt or make any charges against the Landlord, or create any lien upon the Premises for any work done or material furnished without the written consent of the Landlord. Any fixtures installed by the Tenant shall be purchased and installed at Tenant's expense; shall be affixed in a manner that will not damage any portion of the Premises and/or any other parts of the building; and shall be removed by the Tenant on or before the date of termination of this Agreement. In the event such fixture or other personal property of the Tenant is not removed at the termination of this Agreement, the Landlord may treat the same as abandoned and charge the Tenant for any and all costs incurred by Landlord for removal of the property and repair of the Premises. In the event that Tenant should incur any debt or make any charges against the Landlord, or create any lien upon the premises for any work done or material furnished without the written consent of the Landlord under this paragraph, Tenant shall be liable to Landlord and shall reimburse or indemnify Landlord for any costs or expenses incurred in clearing said debts, charges, or liens, including the costs for attorney fees.

18. ACCESS DURING OCCUPANCY: Landlord and Landlord's representatives may enter the premises at reasonable times for the purposes of and in order to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services, exhibit the premises to prospective new tenants, and to ensure that the premises are maintained, not in need of repair, and that their use is in conformity with the terms of this agreement.

In an emergency, the Landlord may enter the Premises without notice or the consent of the Tenant. Unless there is an emergency, or it is not practical to do so, the Landlord shall give the Tenant reasonable notice of its intent to enter.

19. PROPERTY AND LIABILITY INSURANCE: Tenant shall, at all times during the term of this Agreement and any renewal period, maintain an insurance policy to protect against claims for property damage and physical injury caused by Tenant, or Tenant's family members, invitees or guests, at Tenant's sole cost and expense ("Renter's Insurance"). The Renter's Insurance maintained by Tenant shall meet the following minimum coverage requirements: \$100,000 in general liability coverage and \$25,000 in property coverage. Tenant shall also add Fort Benning Family Communities LLC as an additional insured under Tenant's Renter's Insurance policy. Tenant shall provide Landlord with a certificate of such Renter's Insurance prior to occupying the Premises. Should Tenant fail to maintain Renter's Insurance in compliance with the requirements set forth in this provision at any time during the term of this Agreement and/or any renewal period, Tenant shall be in breach of the Agreement. If such breach occurs, Landlord shall, in addition to any other rights it has under this Agreement, purchase its own insurance coverage and invoice Tenant an Agreement violation fee of \$35 to cover all costs and administrative expenses associated with purchasing the insurance coverage for each month that Tenant fails to maintain Renter's Insurance. Tenant hereby agrees to pay the \$35 Agreement violation fee for each month in which Landlord purchases insurance

20. DESTRUCTION OF PREMISES: Tenant may terminate this Agreement if the Premises become uninhabitable for a period in excess of thirty (30) days because of fire, condemnation, or other casualty that is not the result of the Tenant's negligence or willful act or the negligence or willful act of any of the Tenant's family members, guests, or invitees. Where the damages were not the fault of the Tenant or Tenant's family members, guests, or invitees, rent shall cease from the date the Premises are fully vacated until the date Tenant and/or its family members reoccupy the Premises. If Landlord has been unable to repair the Premises within thirty (30) days after first receiving notice of the casualty, the Landlord shall have the right to terminate this Agreement, or the Tenant shall have the option of vacating the Premises. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful act of the Tenant, or Tenant's family members, guests, or invitees.

21. INSURANCE/LIABILITY: The Landlord shall not be liable to the Tenant, Tenant's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, acts of nature, other unexplained phenomena, acts of other residents, or any other cause that does not result from the negligence of the Landlord or its representatives acting in the course and scope of their employment. Tenant expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Tenant's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE TENANT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.

22. EXIT INSPECTION OF PREMISES: It shall be the Tenant's responsibility to request an exit walk-through inspection of the Premises with the Landlord as set forth in this Section 22. The walk-through inspection must be requested by the Tenant at least five (5) days before this Agreement is to be terminated in accordance with its terms. The Landlord shall endeavor to schedule the walk-through inspection with the Tenant for a date that is within five (5) days of the applicable termination date. Using the Move-In/Move-Out Report that was used to record the condition of the Premises at the inception of this Agreement, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed reasonable and normal wear and tear. The Landlord shall sign and provide the Tenant with a copy of the Move-In/Move-Out Report. The Tenant shall provide the Landlord with written acknowledgment that the Tenant has received a copy of the Move-In/Move-Out Report.

In the event the Landlord fails to conduct an exit inspection requested by the Tenant in compliance with this Agreement (and such failure is unrelated to any improper conduct by Tenant and/or any circumstances beyond Landlord's reasonable control), the Landlord agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies were discovered.

Tenant shall provide, in writing, pursuant to Paragraph 28 of this lease, the Landlord with Tenant's forwarding address to facilitate any further necessary communication between the parties including, without limitation, the payment of any portion of the security deposit owed to the Tenant by Landlord. Landlord will provide the Tenant with an itemized statement that clearly describes any damages caused by the Tenant's noncompliance with provisions of this Agreement and the charges imposed by Landlord to repair the damage or otherwise correct the deficiencies caused by Tenant's non-compliance with this Agreement.

Any refund of rent due Tenant by the Landlord, less any amount owed to the Landlord by the Tenant for damages or other charges allowed under this Agreement, will be paid within fifteen (15) business days after the Landlord's receipt of Tenant's final payment of rent owed pursuant to this Agreement. Amounts owed the Landlord by the Tenant that are not paid within 30 days of the date due are subject to being submitted to a collection agency by the Landlord for collection.

23. RELOCATION OF TENANT FOR DEMOLITION, RENOVATION OR REPAIR OF PREMISES: If Landlord finds it necessary or appropriate to relocate the Tenant in order to enable Landlord to demolish, renovate and/or repair the Premises, or otherwise satisfy the Army's requirements, Landlord shall provide Tenant with at least sixty (60) days' prior written notice of the same. Tenant shall vacate the Premises within the above-referenced sixty (60) day period and Tenant shall be responsible for payment of prorated rent for the portion of the sixty (60) day period during which the Premises remains occupied by Tenant and/or any of Tenant's family members, guests or invitees. In the event any relocation of the Tenant is required pursuant to this Section 23, Landlord shall make reasonable efforts to offer the Tenant an alternate housing unit designated for a service member of equivalent or lesser rank; provided, however, that Landlord shall not be required to provide such alternate housing if Landlord is not reasonably able to do so. Tenant shall be responsible for paying the rent on such alternate housing beginning on the first day that such housing is occupied by Tenant and/or any of Tenant's family members. The costs for physically

relocating any Tenant to an alternate housing unit designated for a service member of equivalent or lesser rank shall not be imposed on Tenant. Notwithstanding anything herein to the contrary, in the event that any relocation of Tenant is required due to habitability deficiencies caused by Tenant and/or any of Tenant's family members, guests or invitees: (a) Landlord may provide Tenant with less than sixty (60) days' prior written notice of the required relocation if such shorter period is required by Landlord to address health and/or safety concerns, (b) Tenant shall be responsible for any and all related relocation costs, and (c) Landlord shall have no obligation to locate or provide an alternate housing unit for Tenant.

24. TERMINATION BECAUSE OF DEFAULT: If either Landlord or Tenant fails to comply with any of the terms or conditions of this Agreement in a material respect (each such failure being deemed a "default"), and if such default continues for sixty (60) days after a written notice to cure the default has been delivered to the offending party (except that only a 5-day notice shall be required if the default by Tenant consists of a failure to pay rent when due), then upon expiration of said sixty (60) day period (or five (5) day period in the case of a failure to pay rent when due), the injured party shall have the option of declaring this Agreement terminated and (a) if the Landlord is the party in default, the Tenant may immediately vacate the Premises without the Tenant forfeiting any other rights the Tenant may have for a default under this Agreement, and (b) if the Tenant is the party in default, the Landlord may, subject to the requirements of applicable law, evict Tenant, re-take possession of the Premises, terminate this Agreement and/or pursue any other remedies available at law or in equity without the Landlord forfeiting any other rights the Landlord may have for a default under this Agreement. Both Landlord and Tenant shall be responsible and liable for, and shall have the right to seek indemnification from the other for, any costs or fees incurred for action taken under this paragraph, including attorney fees.

25. EVICTION:

a. Subject to applicable law and the cure rights set forth in Section 24 above, Landlord may terminate this Agreement, evict the Tenant and/or pursue any other remedies available at law or in equity: (i) if Tenant fails to pay rent in accordance with this Agreement; (ii) if Tenant and/or any of Tenant's family members, invitees or guests violates the Fort Benning Resident Responsibility Guide and/or any applicable law; (iii) if Tenant is in default in any of its other obligations under this Agreement, and (iv) upon other "good cause." "Good cause" includes, without limitation, if Tenant and/or any of Tenant's family members, invitees or guests: (A) threatens to injure or materially disrupts other residents of the housing development; (B) causes injury to other residents of the housing development; (C) destroys property of the housing development or other residents of the housing development; (D) abuses drugs or alcohol in a manner that threatens the health or safety of, or the right to peaceful enjoyment by, other residents of the housing development; (E) engages in other activity that poses a potential danger to the health, safety or right to peaceful enjoyment by other residents of the housing development, and (F) engages in any other activity that is deemed "good cause" for lease termination under applicable law.

b. If Tenant remains in possession of the Premises without the Landlord's consent after termination of this Agreement in accordance with applicable law (including any early termination in accordance with this Agreement), the Tenant is deemed to be in default under this Agreement (without any further notice or cure period required, except as mandated under applicable law) and the Landlord may commence an eviction action in accordance with applicable law. An eviction action may be filed no earlier than the first day following the expiration of the last date to cure a default as provided for in paragraph 24 above. On retaining possession beyond the rental period without consent of the Landlord, the Tenant shall be obligated to pay to the Landlord's attorney fees, court costs, and any ancillary damages incurred by Landlord due to the holdover by the Tenant.

26. BANKRUPTCY OF TENANT: In the event the Tenant is adjudicated as bankrupt, or makes an assignment for the benefit of creditors, this Agreement, at the option of the Landlord, shall terminate upon sixty (60) days written notice from Landlord to Tenant and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

27. ABANDONMENT: An abandonment shall be deemed to have occurred if the Tenant: (a) is absent from the Premises for five consecutive days while any monies are due and owing under this Agreement; (b) has been evicted from the Premises by judicial or other process; or (c) leaves personal property within the Premises after the date of termination of this Agreement. If the Tenant abandons the Premises or any part thereof, the Landlord may, at the Landlord's option, enter the Premises by any means allowed under applicable law without being liable to the Tenant for damages or for payment of any kind whatsoever, and may, at the Landlord's discretion, as agent for the Tenant, enter the Premises, or any part thereof, for the whole or any part of the then expired term and may receive and collect all rent payable by virtue of reletting the Premises and, at the Landlord's option, hold the Tenant liable for any difference between (i) the rent that would have been payable under this Agreement during the balance of the unexpired term (plus costs incurred by Landlord for cleaning, painting and repairing damages, if necessary), as if this Agreement had continued in force, and (ii) the net rent for such period received by Landlord by means of such

reletting. The Premises and its contents may be deemed by the Landlord to be abandoned. Landlord may enter the Premises and remove the contents in accordance with the provisions of applicable law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law.

28. NOTICES: Unless otherwise provided, any notice provided for by this Agreement shall begin to run on the date such notice is delivered to the applicable party. If properly sent to recipient's last known address, notice shall begin to run on the date of the postmark for prepaid mail and on the date of the sender's mail receipt form for certified or registered mail. Notices to the Landlord shall be sent to:

Fort Benning Family Communities LLC
601 Lumpkin Street Fort Benning, GA 31905

Notwithstanding anything to the contrary in this Agreement, unless Tenant (or Tenant's authorized legal representative) provides Landlord with prior written notice to the contrary, notices to the Tenant shall be sent to Tenant at the address of the Premises.

29. SEVERABILITY: If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

30. CONFIDENTIALITY OF TENANT RECORDS. The Landlord or managing agent shall not release financial information about Tenant, other than Tenant's rent payment record and the amount of the Tenant's periodic rental payment, to a third party without the prior written consent of the Tenant, or upon service on the Landlord of a subpoena for the production of records, or as otherwise required under applicable law. This section shall not preclude the Landlord from releasing information pertaining to Tenant in the event of an emergency or to the legal representatives of the Tenant to include Executors and Administrators of estates in the performance of their duties.

The confidentiality restrictions of this provision shall not apply where the Tenant is in default under this Agreement or where maintaining such confidentiality will preclude the Landlord's use of the information to recover monies owed by the Tenant.

31. MODIFICATIONS: Any modifications to the terms and conditions of this Agreement shall be executed in writing, signed and dated by the parties and made a part of this Agreement.

32. CONFLICTS: The terms of this Agreement shall take precedence over any conflicting terms in the Fort Benning Resident Responsibility Guide.

33. RESIDENT RESPONSIBILITY GUIDE: The Tenant acknowledges receipt of a copy of the current Fort Benning Resident Responsibility Guide and agrees that Tenant and the Tenant's family members, invitees and guests shall abide by the Resident Responsibility Guide's terms. Any changes to the Resident Responsibility Guide shall be effective only after sixty (60) days' notice is given of such changes by publication on the Fort Benning Family Communities website located at www.villagesofbenning.com and with copies available at the Neighborhood Management Office.

34. LEAD-BASED PAINT: For Tenants occupying a home constructed prior to 1978, Tenant acknowledges receipt of the booklet published by the U.S. Environmental Protection Agency entitled "Protect Your Family From Lead In your Home" (EPA747-K-94-001) (May 1995) and the "Fort Benning Family Communities Lead-Based Paint Addendum: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." The Tenant further acknowledges that it has received and executed the Fort Benning Family Communities Lead Based Paint Addendum attached to (and made a part of) this Agreement.

35. MOLD/MILDEW: Due to the climate and the age of the buildings on base, mold and mildew are present in some of the housing units at Fort Benning and/or Dahlonga. Tenant acknowledges that it has received and executed the Mold and Mildew Addendum attached to (and made a part of) this Agreement. Said Addendum identifies, among other things, the Tenant's responsibilities for the prevention and reporting of mold and mildew in the Premises.

36. ASBESTOS: For Tenants occupying a home built prior to 1981, Tenant acknowledges that it has received and executed the Asbestos Addendum attached to (and made a part of) this Agreement.

37. DISCLOSURE OF ENVIRONMENTAL HAZARDS: Tenant acknowledges that the Premises is located on an active army base where known solvents and hazardous materials have been used and/or stored. The full extent of any contamination to the soil, air or groundwater caused by the use or storage of these materials is not fully known to Landlord.

38. ACKNOWLEDGEMENT AND RELEASE WITH RESPECT TO NOISE. Tenant acknowledges that the Premises is located on an active army base where military training exercises are conducted and that such training exercises may emit very loud noise from time to time which may exceed recommended residential noise limits and interfere with Tenant's quiet enjoyment of the Premises. **TENANT HEREBY WAIVES AND RELEASES ANY CLAIMS, ACTIONS, SUITS, AND CAUSES OF ACTION AGAINST LANDLORD, ITS PROPERTY MANAGER, ITS AGENTS, MEMBERS, OFFICERS, EMPLOYEES, ASSIGNS, SUCCESSORS, PARENTS AND AFFILIATES ARISING OUT OF OR RELATING TO NOISE EMITTED FROM MILITARY OPERATIONS OR TRAINING EXERCISES CONDUCTED BY THE UNITED STATES ARMY AT THE FORT BENNING MILITARY BASE, MUSCOGEE AND CHATTAHOOCHEE COUNTIES, AND PORTER VILLAGE, LUMPKIN COUNTY, GEORGIA.**

39. FLOOD DISCLOSURE. The full extent of the Premises' propensity for flooding is not fully known to Landlord. Landlord hereby notifies Tenant that if the Premises has a basement, one or more portions of the basement area may have been damaged by flooding (as defined in Georgia Code Section 44-7-20) three (3) or more times in the last five (5) years. If Tenant's unit contains a basement, use of such basement for other than storm shelter shall be at Tenant's own risk. Tenant hereby acknowledges that if Tenant chooses to use the basement for other than storm shelter, Tenant shall be solely responsible for all damage to Tenant's possessions caused by water entry from any cause into a basement area. Landlord does not have information indicating that any of the housing units without basements suffered damage by flooding (as defined in Georgia Code Section 44-7-20) three (3) or more times in the last five (5) years.

40. FALSIFICATION OF INFORMATION: Tenant understands and agrees that Landlord has entered into this Agreement with Tenant based on Tenant's express representation that all of the information contained in the rental application(s) is true and correct to the best of Tenant's knowledge. Tenant further understands and agrees that, if it is later discovered that Tenant falsified any information on the application, such falsification is deemed to be a default under this Agreement and is grounds for termination of this Agreement, as allowed under Georgia law.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement, each of which shall constitute an original.

LANDLORD _____(SEAL) **DATE:**_____

_____ (SEAL) **DATE:**_____

TENANT _____(SEAL) **DATE:**_____

_____ (SEAL) **DATE:**_____