

# Fort Benning Family Communities LLC

## CIVILIAN RESIDENT OCCUPANCY AGREEMENT

This **RESIDENT OCCUPANCY AGREEMENT** (Agreement), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Fort Benning Family Communities, LLC (Landlord), and the Resident(s) listed below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**1. TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident 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 Resident 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 Resident with sixty (60) days written notice to vacate
- b. Resident provides Landlord with thirty (30) days written notice to vacate
- c. Unless otherwise terminated in accordance with this Agreement

**2. RENT:** The base rental rate shall equal \$\_\_\_\_\_ per month. A prorated rent amount of \$\_\_\_\_\_ will be required upon move-in.

- a. Payment will be made by check, money order, cashier's check, or certified check payable directly to Landlord. Payment is due on the first day of each month (payment in advance).
- b. The monthly rental rate may be subject to increase (i) upon sixty' (60) days written notice from the Landlord.
- c. Except as otherwise provided in this Agreement, if the Premises are vacated pursuant to a notice of Landlord or Resident 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 Resident and/or any of Resident's family members.

**3. SECURITY DEPOSIT:** Resident has paid a refundable security deposit to **Fort Benning Family Communities, LLC** in the amount of \$\_\_\_\_\_.

- a. Landlord shall deposit the Security Deposit within five (5) business days of receipt into the bank listed below:  
PNC Bank. 307 W Route 70, Marlton, NJ 08053.  
\_\_\_\_\_  
If the security deposit is in a general account, it will not be segregated and will be co-mingled with other funds. All interest earned on the above-referenced account shall belong to the Landlord. The Landlord shall have the right to change the bank in which the Security Deposit is held upon notice to the Resident, provided that the type of account remains the same.
- b. The balance of the Security Deposit to which the Resident is entitled shall be returned to the Resident by the Landlord within thirty (30) days after the termination of this Agreement or the surrender of Premises by the Resident, whichever occurs last; provided that the Resident meets the following requirements: (1) the full term of this Agreement has been fulfilled, unless the early termination provisions of Section 5 or Section 6 apply; (2) Resident has given the required thirty (30) days' notice to vacate; (3) Resident has paid all rent, fees, and charges in full; (4) there is no damage to the Premises or Property except for normal wear and tear or damage notated at the commencement of the Agreement on the Move-In//Move-Out Report signed by Landlord and Resident; and (6) all keys to the Premises and garage openers have been returned to the Landlord.
- c. Landlord shall have the right to deduct from the Security Deposit the following charges, if applicable: unpaid rent, utility charges or pet fees due in accordance with this Agreement; the cost of repairing any damage to Premises or Property other than normal wear and tear caused by the Resident, or the

Resident's family members, invitees, guests or pets; cleaning costs to include smoke/odor treatments; the cost to remove and dispose of any personal property; the cost to replace all keys and access devices referenced in paragraph 8 if you fail to return them on or before your actual move-out date.

**4. 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, Resident agrees to pay a late charge of five percent (5%) of the monthly amount due to Landlord, for each amount due. Resident 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 be made by money order, cashier's 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 Resident to pay rent when due under this Agreement shall be deemed a "default" by Resident for purposes of this Agreement.

**5. EARLY TERMINATION OF AGREEMENT BY RESIDENT:** If Resident is called to activity duty in the military during the term of this Agreement, Resident shall present to Landlord the official orders activating Resident; then an in that event, this Agreement shall be controlled by the Service Member's Civil Relief Act of 2003 as amended in 50 U.S.C.A § 50-534. Resident 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 Resident 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.

**6. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** Except for any early termination of this Agreement pursuant to Paragraph 5 above, and except as otherwise prohibited under applicable law, Resident may terminate this Agreement before the expiration of the term of this Agreement provided Resident is not in default hereunder at the time of giving notice and Resident has strictly complied with all provisions of this paragraph. Resident must give Landlord no less than thirty (30) days' written notice and Resident 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 Resident as a result of any physical damage to the Premises caused by Resident and/or any of Resident's family members, guests or invitees.

**7. NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied by (a) Resident's immediate family members/dependents 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]. Resident shall not increase the number of occupants without the prior written consent of Landlord excepting children born to or adopted by Resident.

Authorized Occupants:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

**8. KEYS AND LOCKS:** Resident hereby acknowledges receipt of \_\_\_\_\_ sets of keys and \_\_\_\_\_ garage door openers for the Premises. Resident 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 Resident vacates the Premises, if earlier). Locks may not be changed or added without the written permission of Landlord. If permission is granted, Resident shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Resident vacates the Premises. Resident will be charged \$25.00 per key for replacing each lost key and \$25.00 per key for each key Resident fails to return on termination of this Agreement. Resident will be charged \$40.00 per garage door opener for replacing each lost garage door opener and \$40.00 per garage door opener for each garage door opener Resident fails to return on termination of this Agreement.

**9. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** Resident and Landlord acknowledge that, prior to occupancy, they conducted a joint examination of the Premises. Resident hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to the Resident in good order and repair, and that the

Premises were in a safe, clean and habitable condition. Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that Resident 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:** Resident 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 Resident remains in possession after such a termination by Landlord, Resident shall be considered a "resident at sufferance," and Landlord shall be legally entitled to dispossess the Resident. Landlord may assign this Agreement without Resident's consent, but shall provide Resident with written notice of any such assignment.

**11. USE AND QUIET ENJOYMENT:** Resident will enjoy the use of the Premises in a manner that does not disturb other residents or create a public nuisance in violation of the Fort Benning Resident Responsibility Guide or in violation of state, local, or Fort Benning regulations or laws.

**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. Resident 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 Resident and will, at the option of the Landlord, permit immediate termination of this Agreement by Landlord.

c. Resident 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. Resident 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 Resident possess or maintain any hazardous materials on the Premises that cause injury or damage, Resident shall be fully liable for any and all related injuries and/or damages. Failure of Resident to remove said materials upon written request of the Landlord shall be deemed a default under this Agreement by Resident and permit the Landlord to immediately terminate this Agreement.

**13. ANIMALS:** Resident 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 Resident 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 Resident shall be fully liable for any and all injuries or damages caused by such animals.

**14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** Resident 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, gas, and water 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, water, 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. Resident 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, Resident will be given reasonable notice of such change prior to implementation of the changes

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

**17. ALTERATIONS AND FIXTURES:** Resident 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 Resident shall be purchased and installed at Resident'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 Resident on or before the date of termination of this Agreement. In the event such fixture or other personal property of the Resident is not removed at the termination of this Agreement, the Landlord may treat the same as abandoned and charge the Resident for any and all costs incurred by Landlord for removal of the property and repair of the Premises. In the event that Resident 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, Resident shall be deemed to be in default, will 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 residents, 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 Resident. Unless there is an emergency, or it is not practical to do so, the Landlord shall give the Resident reasonable notice of its intent to enter.

**19. PROPERTY AND LIABILITY INSURANCE:** Resident 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 Resident, or Resident's family members, invitees or guests, at Resident's sole cost and expense ("Renter's Insurance"). The Renter's Insurance maintained by Resident shall meet the following minimum coverage requirements: \$100,000 in general liability coverage and \$25,000 in property coverage. Resident shall also add Fort Benning Family Communities LLC as an additional insured under Resident's Renter's Insurance policy. Resident shall provide Landlord with a certificate of such Renter's Insurance prior to occupying the Premises. Should Resident 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, Resident 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 Resident an Agreement violation fee of \$35 to cover all costs and administrative expenses associated with purchasing the insurance coverage for each month that Resident fails to maintain Renter's Insurance. Resident hereby agrees to pay the \$35 Agreement violation fee for each month in which Landlord purchases insurance coverage due to Resident's failure to maintain Renter's Insurance.

**20. DESTRUCTION OF PREMISES:** Resident 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 Resident's negligence or willful act or the negligence or willful act of any of the Resident's family members, guests, or invitees. Where the damages were not the fault of the Resident or Resident's family members, guests, or invitees, rent shall cease from the date the Premises are fully vacated until the date

Resident 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 Resident 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 Resident, or Resident's family members, guests, or invitees.

**21. INSURANCE/LIABILITY:** The Landlord shall not be liable to the Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, Revised 3/31/16

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. Resident 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 Resident's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.

**22. EXIT INSPECTION OF PREMISES:** It shall be the Resident'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 Resident 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 Resident 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 Resident with a copy of the Move-In/Move-Out Report. The Resident shall provide the Landlord with written acknowledgment that the Resident 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 Resident in compliance with this Agreement (and such failure is unrelated to any improper conduct by Resident 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.

Resident shall provide, in writing, pursuant to Paragraph 28 of this Agreement, the Landlord with Resident'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 Resident by Landlord. Landlord will provide the Resident with an itemized statement that clearly describes any damages caused by the Resident's noncompliance with provisions of this Agreement and the charges imposed by Landlord to repair the damage or otherwise correct the deficiencies caused by Resident's non-compliance with this Agreement.

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

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

**24. TERMINATION BECAUSE OF DEFAULT:** If either Landlord or Resident 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 Resident 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 Resident may immediately vacate the Premises without the Resident forfeiting any other rights the Resident may have for a default under this Agreement, and (b) if the Resident is the party in default, the Landlord may, subject to the requirements of applicable law, evict Resident, 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 Resident 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 Resident and/or pursue any other remedies available at law or in equity: (i) if Resident fails to pay rent in accordance with this Agreement; (ii) if Resident and/or any of Resident's family members, invitees or guests violates the Fort Benning Resident Responsibility Guide and/or any applicable law; (iii) if Resident is in default in any of its other obligations under this Agreement, and (iv) upon other "good cause." "Good cause" includes, without limitation, if Resident and/or any of Resident'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 Resident 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 Resident 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 Resident 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 Resident.

**26. HOLDOVER:** Resident shall have no right to remain in the Premises after the termination or expiration of this Agreement. Should Resident fail to vacate the Premises upon the expiration or termination of this agreement, Resident shall pay Landlord a per diem occupancy fee of **\$ 100.00** per day for every day that the Resident holds over after the expiration or termination of this Agreement. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Resident as a tenant at sufferance for unlawfully holding over and to dispossess Resident for the same.

**27. BANKRUPTCY OF RESIDENT:** In the event the Resident 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 Resident and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

**28. ABANDONMENT:** An abandonment shall be deemed to have occurred if the Resident: (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 Resident 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 Resident for damages or for payment of any kind whatsoever, and may, at the Landlord's discretion, as agent for the Resident, 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 Resident 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 Resident, then the Landlord may consider any personal property belonging to the Resident 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.

**29. 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 Resident (or Resident's authorized legal representative) provides Landlord with prior written notice to the contrary, notices to the Resident shall be sent to Resident at the address of the Premises.

**30. 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.

**31. CONFIDENTIALITY OF RESIDENT RECORDS.** The Landlord or managing agent shall not release financial information about Resident, other than Resident's rent payment record and the amount of the Resident's periodic rental payment, to a third party without the prior written consent of the Resident, 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 Resident in the event of an emergency or to the legal representatives of the Resident to include Executors and Administrators of estates in the performance of their duties.

The confidentiality restrictions of this provision shall not apply where the Resident 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 Resident.

**32. 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.

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

**34. RESIDENT RESPONSIBLITLY GUIDE:** The Resident acknowledges receipt of a copy of the current Fort Benning Resident Responsibility Guide and agrees that Resident and the Resident'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 30 days' notice is given of such changes by publication on the Fort Benning Family Communities website located at [www.villagesofbenning.com](http://www.villagesofbenning.com) and with copies available at the Neighborhood Management Office.

**35. LEAD-BASED PAINT:** For Residents occupying a home constructed prior to 1978, Resident 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 Resident 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.

**36. 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 Dahlonaga. Resident 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 Resident's responsibilities for the prevention and reporting of mold and mildew in the Premises.

**37. ASBESTOS:** For Residents occupying a home constructed prior to 1981, Resident acknowledges that it has received and executed the Asbestos Addendum attached to (and made a part of) this Agreement.

**38. DISCLOSURE OF ENVIRONMENTAL HAZARDS:** Resident 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.

**39. ACKNOWLEDGEMENT AND RELEASE WITH RESPECT TO NOISE.** Resident 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 Resident's quiet enjoyment of the Premises. **RESIDENT 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.**

**40. FLOOD DISCLOSURE.** The full extent of the Premises' propensity for flooding is not fully known to Landlord. Landlord hereby notifies Resident 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 Resident's unit contains a basement, use of such basement for other than storm shelter shall be at Resident's own risk. Resident hereby acknowledges that if Resident chooses to use the basement for other than storm shelter, Resident shall be solely responsible for all damage to Resident'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.

**41. FALSIFICATION OF INFORMATION:** Resident understands and agrees that Landlord has entered into this Agreement with Resident based on Resident's express representation that all of the information contained in the rental application(s) is true and correct to the best of Resident's knowledge. Resident further understands and agrees that, if it is later discovered that Resident 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.

**42. INDEMNITIES:** Resident shall assume all responsibility for, and indemnify and save Landlord harmless from, any and all damages, costs, expenses, claims, court costs and attorney fees of any nature whatsoever ("Damages"), incurred by Landlord and arising out of Resident's use or occupancy of the premises, including, but not limited to, any Damages incurred by Landlord arising out of any personal injury, death or property damage resulting from any intentional or negligent act or failure to act on the part of Resident, or Resident's family members, agents, guests, or invitees.

*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: \_\_\_\_\_

**RESIDENT** \_\_\_\_\_(SEAL)                      DATE: \_\_\_\_\_

\_\_\_\_\_ (SEAL)                      DATE: \_\_\_\_\_