

# MHPI Military Member Tenant Lease Agreement

## 1. Key Terms

See Schedule 1 (the “Key Lease Terms”), which is hereby incorporated by reference.

## 2. Parties and Lease Term

THIS LEASE AGREEMENT (“**Lease**”) is made on the “Current Date” listed in Box 3 of Schedule 1, between Fort Benning Family Communities, LLC L.L.C., as owner of the subject Premises (“**Owner**”), acting by and through its authorized agent, The Villages of Benning (“**Community Manager**”) and the individuals referenced in this Lease in Box 6 of Schedule 1 (individually and collectively referred to herein as “**Tenant**”). Each of Owner and Tenant is a “Party” to this Lease.

- A. Parties to Lease. Subject to the terms and conditions of this Lease, Owner rents to Tenant and Tenant rents from Owner, the unit referenced on Schedule 1 of this Lease (“**Premises**”), and includes the housing unit and, as applicable, the front, side, and back yards, garage, driveway, designated parking, carport and outside storage associated with the unit. The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. The Premises is managed by The Villages of Benning, whose address, email, and phone number are specified in Box 13 of Schedule 1. The Villages of Benning is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner. References in this Lease to “Installation” mean Fort Benning.
- B. Term. The initial term of Lease commences upon the Lease Commencement Date set forth in Box 4 of Schedule 1 and expires upon the Lease End Date set forth in Box 5 on Schedule 1. After expiration of the initial term, and provided that neither party has terminated this Lease in accordance with this Lease, this Lease will automatically convert to a month-to-month tenancy unless both Owner and Tenant sign a Lease renewal. Tenant hereby acknowledges that Tenant specifically reviewed and approved this automatic renewal provision. Unless otherwise required by applicable law, either Party may terminate this Lease as of the expiration date (or if this Lease has renewed on a month-to-month basis as of the last day of the month), by giving written notice to the other Party in accordance with Schedule 1 and the Community Specific Addendum<sup>1</sup>. In addition, Tenant may terminate this Lease prior to the expiration date in accordance with Section 10.G. below.

## 3. Premises

- A. Premises Condition on Lease Commencement Date. Prior to Tenant moving into the Premises or, at Tenant’s election, no later than three (3) business days after moving into the Premises, Tenant or Tenant’s representative and Owner, or Community Manager on Owner’s behalf, shall conduct a walk-through inspection of the Premises. Tenant and Owner shall mutually agree whether to conduct the walk-through inspection in person or virtually, at the election of the Tenant. Tenant may elect to be accompanied by, or have Tenant’s agent accompanied by, a Military Housing Office (“MHO”) or a Housing Services Office (“HSO”) representative, subject to representative availability at the time of the walk-through. Tenant and Owner or Community Manager shall note any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping, and fixtures on a Move-In/Move-Out Inspection Form (Schedule 5), which

shall be signed by the Tenant and Community Manager and maintained in Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) calendar days following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding. Owner or Community Manager shall submit any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) that are required to be repaired by Owner pursuant to this Lease as a work order request and provide Tenant with estimated repair timelines. In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office or HSO and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner. Unless otherwise provided under applicable law, within five (5) business days after the later of (i) the date on which the Tenant takes occupancy of the Premises or (ii) commencement of this Lease, Tenant shall provide Owner with written notice of any other items discovered within that period that Tenant believes should have been noted on the Move-In/Move-Out Inspection Form (Schedule 5). The Community Manager shall photograph, document, or otherwise assess such items and submit the list of additional items identified in Tenant's written notice that are required to be repaired by Owner pursuant to this Lease as a work order request, and keep the notice in the Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) days following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding, and shall communicate estimated repair timelines (if applicable) with Tenant. Tenant hereby acknowledges that, except with respect to any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) or in Tenant's written notice, the Premises were delivered to Tenant in good order and repair and in a safe, clean and habitable condition. Tenant further acknowledges Tenant's responsibility for maintaining the cleanliness of the Premises and that damages to the Premises which are not described on the Move-In/Move-Out Inspection Form (Schedule 5) or Tenant's written notice as existing prior to Tenant's occupancy, excluding ordinary wear and tear, are subject to being repaired by Owner at Tenant's expense in accordance with applicable law.

- B. Condition of Premises on Move-Out. Within five (5) business days after Tenant provides Owner a written notice of intent to vacate and prior to the end of the Term, Owner shall provide Tenant with the option to have a pre-move-out inspection with Tenant or Tenant's agent and after inspection inform Tenant in writing of any potential move-out charges that may be assessed. Tenant may attend such pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a representative from the MHO/HSO, subject to representative availability at the time of pre-move out inspection. Owner shall provide Tenant with move-out guidelines, setting forth cleaning requirements, and Tenant shall be given reasonable opportunity to remedy identified deficiencies prior to vacating the Premises consistent with the terms of this Lease.

Except to the extent approved by Owner, as provided in Section 7.E. below, any repairs or alterations to the Premises by Tenant resulting from this pre-move-out inspection shall be made at Tenant's expense, consistent with the obligations set forth in this Lease. All alterations/improvements left by the Tenant at termination and that are made by or caused to be made by Tenant, with or without Owner's consent, shall be deemed abandoned. As such, Owner may dispose of or retain such alterations or improvements at Tenant's expense in accordance with applicable law. Any personal property left in the Premises after Tenant

vacates or abandons the Premises shall be deemed abandoned and may be disposed of, or retained by, Owner, at Tenant's expense, upon termination in accordance with applicable law.

C. Final Move-Out Inspection. Owner shall perform a final move-out inspection within two (2) business days after the date Owner has knowledge Tenant has vacated the Premises. Tenant shall be notified in advance of the proposed final move-out inspection date and time, and Owner shall make a reasonable effort to accommodate Tenant's or Tenant's agent's attendance at the final move-out inspection by scheduling such inspections at a mutually agreeable time. Tenant may elect to be accompanied by, or have Tenant's agent accompanied by, an MHO/HSO representative, subject to representative availability at the time of the walk-through. Conditions at move-out will be compared to the conditions noted on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. of this Lease for the assessment of damage costs in accordance with applicable law. In the event Tenant and Landlord are unable to agree on a mutually agreed time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office/Housing Services Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner. In accordance with Section 7.C and 10.B(1), Tenant shall be responsible for any damages that (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant, excluding ordinary wear and tear. Absent good cause, if Tenant does not schedule and attend a final move-out inspection of the Premises as outlined above, Owner, or Community Manager on Owner's behalf, shall perform a final move-out inspection on or promptly after the date Tenant vacates the Premises and Tenant shall accept Owner's assessment of property damages on the Move-In/Move-Out Inspection Form (Schedule 5) as stated in the final move-out inspection form. Within twenty-one (21) business days following the date on which Tenant has vacated the Premises or such shorter period as may be provided in the Community Specific Addendum, Owner shall provide Tenant with an itemized list of actual costs, for which Tenant shall be responsible, to repair identified deficiencies not otherwise remedied by Tenant pursuant to Section 7.D. prior to move-out or approved by Owner to remain in place pursuant to Section 7.E.

No later than the last day of Tenant's occupancy, Tenant shall: (i) give Owner all keys and copies of all keys or entry devices to the Premises, including common areas; (ii) vacate and surrender Premises to Owner, empty of all persons' and Tenant's personal property; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises to Owner in the same condition as referenced in Section 3.A, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Tenant's forwarding address.

#### 4. Rent

A. Unless otherwise specified on Schedule 1, the rent ("**Rent**"), shall be an amount equal to the Basic Allowance for Housing ("**BAH**") at the applicable BAH rate for the service member Tenant's duty station and military grade [which shall include any Owner provided utilities] **OR** [minus the utility allowance for the Premises, as defined in the utility allowance addendum][, and minus Rent concessions identified in Box 8 on Schedule 1 if applicable].

If Tenant's duty station is not at [Insert Name of Installation] (the "Installation") where the Premises are located, BAH shall be determined in accordance with Service policy applicable to such Tenant<sup>2</sup>. Rent shall be payable in arrears (i.e., each Rent payment pays Rent for the previous month) in monthly installments. Rent is due on the calendar day identified in Box 7 on Schedule 1. If Tenant's BAH rate changes at any time during the term of this Lease, Tenant must notify Owner within thirty (30) calendar days of the change. Notwithstanding the foregoing, upon an increase in Tenant's BAH, Rent shall increase automatically to the new BAH rate, whether or not Tenant provides notice to Owner of such increase and Tenant waives any notice from Owner of an automatic rent increase. If this Lease begins after the first day of the month, Tenant shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent. Tenant shall pay the partial month Rent shown in Box 16 on Schedule 1 on the Payment Date in the following month.

- (1) If the Premises is occupied by two or more married Tenants, both of whom are active duty service members, the Rent will be the equivalent BAH rate for the highest ranking Tenant, at the With Dependents rate, for the Installation as set out in Box 7 on Schedule 1 [minus the Utility Allowance for the Premises (if applicable)].
  - (2) If the Tenant has been designated as a key and essential employee by the Installation, and is single or not accompanied by family members, the Rent will be equal to the Tenant's housing allowance at the "Without Dependent rate," [minus the Utility Allowance for the Premises (if applicable)].
  - (3) If Owner elects to provide Tenant a home in a housing category higher than Tenant's military pay grade, then the Rent will be based on the applicable BAH rate for the Tenant's military pay grade. If Tenant elects to reside in a home that is in a housing category higher or lower than Tenant's military pay grade, then the parties shall execute an addendum that states the basis and amount of the Rent.
- B. Unless otherwise provided for in the Community Specific Addendum, Rent shall be paid through (i) Unit Diary Entry Electronic Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) [KNOX] (Navy/Air Force/Army), or (iii) PeopleSoft (Coast Guard), if applicable (each, as applicable, a "**Rent Payment Service Option**"). If a Rent Payment Service Option is not applicable, Rent may be paid to Owner or its designated agent by payroll allotment/deduction (the "**Allotment**"). Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment will be payable by another means reasonably directed by Owner, which at Owner's option may include personal check, certified check, money order, automated clearing house or through other payment methods (e.g. online/website, smart device application) which alternate means may be changed from time to time with 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.
- C. After the Premises is vacated, any refund due to Tenant will be made within thirty (30) calendar days of Owner's or Community Manager's receipt of the Allotment applicable to month of move-out or within the time period required by applicable law.
- D. Tenant will not be required to pay a security deposit .

## 5. Fees

- A. Late Fees. If any Rent payment is not received on or before the due date or within any grace period set forth in Box 10 on Schedule 1, Tenant agrees to pay a late charge specified in Box 10 on Schedule 1, to the extent permitted by applicable law.
- B. Other Fees. Subject to applicable law, Tenant will be responsible for payment of fees listed in the Fee Schedule (Schedule 2), which is attached hereto and incorporated herein. Owner may not revise such Fee Schedule (Schedule 2) without the written consent of Tenant or MHO. Any changes in type or amount of any fee made without the written consent of the Tenant shall be effective only after thirty (30) calendar days' written notice of such changes is given to Tenant. Such notice may be in the form of email communications, newsletters, or other written means delivered directly to Tenant specified in the Community Specific Addendum.

## 6. Entry onto Premises

- A. Except as provided below, Owner, Community Manager, their employees, agents and/or contractors shall have the right to enter the Premises: (a) in case of an emergency or if emergency conditions are presumed to exist (risk of substantial damage to property, including animals, or risk of death, injury or illness to humans), (b) if it appears Tenant has abandoned the Premises, or if Tenant and Occupants listed in Boxes 6 and 14 of Schedule 1 are absent from the Premises without prior notice to Owner or Community Manager in excess of seven (7) consecutive calendar days (provided that if Tenant is absent from the Premises in excess of seven (7) consecutive calendar days during such time as any Rent payment under this Lease is in default, Owner may take possession of or enter the Premises in accordance with applicable law), (c) to make necessary or agreed upon repairs, alterations or improvements, (d) to supply necessary or agreed upon services, (e) to test smoke and carbon monoxide detectors, and/or to install, test, repair or perform maintenance on fire suppression or water detection systems, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) with prior notification to Tenant, to perform a periodic safety and maintenance review of the Premises not more than once every ninety (90) calendar days, (h) to respond to any complaints regarding the Premises, any Tenant, Occupant, guest, invitee or animal housed by Tenant, or (i) as otherwise allowed by this Lease or applicable law. Except in cases of emergency, Owner will provide Tenant with not less than 24 hours prior written notice (which notice may be by email or text) of Owner's intent to enter, and entry will be during the normal business hours set forth in the Community Guidelines & Policies, or at any other time as agreed upon by Tenant. Tenant may be present during Owner's entry; however, entry is not conditioned upon Tenant's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice.
- B. Except in the event of an emergency, maintenance technicians will not enter the Premises with children less than 18 years of age present, unless an adult 18 years of age or older is also present. In addition, maintenance technicians will not enter the Premises unless all animals are restrained or locked away from the area that requires maintenance. If Tenant is not present at the time of entry, then the maintenance technician will leave a copy of the work order, or provide Tenant an electronic copy of the work order, detailing the work completed. In all cases of entry by Owner or its agents, the Premises will be left in the condition in which it was found, excepting such maintenance or repairs as are performed by Owner or its agents in connection with any such entry.

## 7. Maintenance and Repairs

- A. Owner's Responsibilities Generally. Owner is responsible for maintenance and repair of the Premises in accordance with applicable law (including, but not limited to, any safety and habitability requirements), subject to the Tenant responsibilities described below. Owner shall ensure Tenant's ability to submit service requests via telephone call, email, website, smart device application, and/or in writing at the Owner's housing office, provided, however, that any requests pertaining to immediate life, health, or safety issues shall be submitted by Tenant by telephone call.
- B. Owner Response to Service Requests. Owner shall classify its work orders addressing Tenant service requests depending on the nature of the request and the potential danger to the Tenant and/or the Premises. Owner will respond to work orders in accordance with timelines set out in the Community Guidelines & Policies. Owner shall provide an estimated time for completing repairs at initial response, a direct means of tracking the status and progress of work orders, provide updates of estimated repair time changes, and use commercially reasonable efforts to complete the work necessary to close out work orders within such estimated repair time. With the exception of emergency repairs, repairs shall be made during normal business hours unless Owner requests and Tenant gives permission for alternate entry times. Emergency maintenance service is available at all hours, day or night, to handle service requests of a true emergency nature that cannot wait until normal business hours.
- C. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, disable, or remove any part of the Premises, or modify minimum or maximum appliance or equipment set points, and shall not permit any Occupants, guests, invitees, licensees, or animals housed by Tenant to do so. Tenant shall pay for any damages, excluding ordinary wear and tear, that (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant or Occupants, guests, invitees, licensees or animals housed by Tenant. Tenant shall be charged for all damage to the Premises as a result of failure to (i) report a problem in a timely manner; or (ii) maintain heat in the Premises at sufficient temperature to prevent water damage associated with bursting or rupturing of pipes and to ensure the safe operation of other Premises infrastructure including, but not limited to, sewage pipes, electrical systems, and ventilation systems. In addition, Tenant shall be charged for repair of drain blockages or stoppages caused by Tenant misuse. Tenant's failure to properly use, operate or maintain any item for which Tenant is responsible shall give Owner the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance in accordance with applicable law. Tenant is responsible for:
- (1) Maintaining the Premises in a clean and sanitary condition;
  - (2) Properly using, operating and safeguarding the Premises, including if applicable, any fenced yard, furniture, furnishings, window treatments, floor coverings, appliances, and all mechanical, electrical, gas and plumbing fixtures, and keeping them clean and sanitary.
  - (3) Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters as required by Community Guidelines & Policies.

- (4) Draining outside water spigots in the fall and ensuring unobstructed access to plumbing as required by Community Guidelines & Policies.
- (5) Maintaining the Premises in such a manner as to prevent accumulation of moisture and the growth of mold and promptly reporting any water leak, intrusion, or visible mold, mildew, or water damage to ceilings, floors, cabinets, or walls.
- (6) Maintaining the lawn and exterior of the Premises as required by Community Guidelines & Policies, and promptly removing ice and snow from steps and drives in accordance with the Community Guidelines & Policies.
- (7) Controlling and eliminating household pests in accordance with the Community Guidelines & Policies including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Contacting Owner for assistance with infestations of pests that are beyond Tenant capabilities and require professional control measures.
- (8) Promptly reporting to Owner any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, smoke and carbon monoxide detectors, or other parts of the Premises, common areas or related facilities.
- (9) Promptly submitting to Owner any maintenance and repair request through the work order submission process described in this Lease and promptly signing off on work orders when work is completed.

D. Repairs. Tenants shall make no repairs to the Premises, the fixtures located within the Premises, the building or any adjacent areas without the written approval of Owner. Tenant is required to submit a written request, including any plans for restoration, to Owner and obtain Owner's written consent for any of the following:

- (1) Remodeling or making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting.
- (2) Installing, attaching, removing, modifying minimum or maximum appliance or equipment set points, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood-burning stove, fireplace insert or kerosene heater.
- (3) Driving nails or other devices into walls, ceiling, or woodwork (unless permitted pursuant to the Community Guidelines & Policies).
- (4) Re-keying locks, installing additional locks or security systems.

E. Alterations/Improvements and Repairs. Tenant shall make no alterations to the Premises, the building or any adjacent areas, incur any debt or make any charges against Owner, or create any lien upon the Premises for any work done or material furnished without the express written consent of Owner. Any fixtures installed by Tenant with Owner's consent shall be at Tenant's expense; shall be affixed in a manner that will not irreparably damage or alter the Premises, the building or adjacent areas; and shall be removed by Tenant upon the termination of this Lease without causing damage to the Premises, the building or adjacent areas. All alterations/improvements and repair work performed by or on behalf of Tenant shall comply with applicable law, including governmental permit, inspection, and approval requirements. Repairs performed by or on behalf of Tenant shall be performed in a good

and workmanlike manner with materials of quality and appearance comparable to existing materials for Tenant to be relieved of damage assessment. Any alterations/improvements made to the Premises by or on behalf of Tenant (including any painting and wallpapering, if previously approved) must be restored to its original condition, unless Community Manager has given written approval for the alteration/improvement to remain in place. In addition, unless Owner or Community Manager has given written approval for an alteration/improvement to remain in place, Owner may charge Tenant for restoration of the Premises to the condition it was in prior to such alteration/improvement if not restored by Tenant. The Tenant is required to return the property to the same condition it was found, except for ordinary wear and tear. In the event the removal of any such fixture or other personal property of Tenant causes damage, Owner may charge Tenant for the repair of the damage in accordance with applicable law.

Notwithstanding the forgoing, and in accordance with applicable laws, Owner shall (i) make reasonable accommodations within the context of and/or exceptions to the rules, policies, practices or services provided to Tenant, and (ii) in some circumstances allow Tenant at Tenant's expense to make certain reasonable modifications as required under such laws to give persons with disabilities access to and use of the Premises. In the event that Tenant requests any such accommodation or modification, Tenant will be required to sign an addendum to this Lease regarding the approval and implementation of such accommodations or modifications, as well as Tenant's restoration obligations, if any. Tenant shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by repairs or alterations undertaken by or at the request of Tenant or other Occupants.

## **8. Right to Relocate**

- A. If the Premises becomes uninhabitable for any reason (i) not caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant and (ii) not resulting from acts of God, terrorist attacks, base closure, epidemics, pandemics, or any cause beyond the reasonable control of Owner, then Owner will relocate Tenant either temporarily or permanently at no cost to Tenant in accordance with the Minimum Standard Tenant Displacement Guidelines ("Displacement Guidelines") attached hereto as Schedule 4.
- B. Owner reserves the right, on forty-five (45) calendar days advance written notice, to relocate Tenant at Owner's expense due to construction or renovations to any Military Privatized Housing Initiative unit located within a reasonable distance from the original housing location in accordance with the Displacement Guidelines (Schedule 4). In addition, Owner reserves the right to relocate Tenant upon no less than 24 hours advance written notice (unless safety or habitability conditions otherwise do not permit), either temporarily or permanently, at Owner's expense, when Owner determines habitability conditions, such as immediate life, health and safety issues with the Premises require relocation in accordance with the attached Displacement Guidelines (Schedule 4).
- C. If relocation is due to damage or habitability deficiencies caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant, Tenant's relocation shall be at Tenant's sole cost and expense and Tenant will pay for the cost to repair such habitability deficiencies.
- D. Tenant consents to comply with the following terms of relocation, if applicable:
  - (1) If Tenant accepts and occupies a home with special accessibility or readily



adaptable features, and Tenant and Occupants do not require such features, then Tenant agrees to relocate to another home within a reasonable amount of time if Community Manager notifies Tenant that the home is needed to accommodate another Tenant with a special accessibility requirement. Owner will pay for all reasonable costs directly associated with such relocation. Tenant and Community Manager shall sign an Accessible/Adaptable Unit Relocation Addendum acknowledging this consent at the time this Lease is executed.

- (2) Tenant may request a move to a home in another housing category in accordance with any guidance that may be specified in the Community Specific Addendum if: (i) the Tenant's military pay grade changes in the event of promotion or demotion, or (ii) the Tenant's bedroom qualification changes. In either case, the move would be voluntary, dependent on housing category availability, and at the Tenant's sole cost and expense.
- (3) If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for retention of the Premises to the MHO/HSO and the Owner within fifteen (15) calendar days of the change in status.
- (4) Any other terms of relocation are set forth on the Community Specific Addendum. **9.**

## **Disputes**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it through informal dispute resolution processes set forth by the MHO/HSO or by bringing the request or concern to the attention of the Owner, as such informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an "Eligible Housing Dispute"), Tenant or Tenant's designated agent may submit the request or concern to the MHO/HSO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution process under Schedule 3 is pending.

## **10. Other Standard Provisions**

A. Utilities. The responsibility for payment of water, sewer, trash, electrical, and gas services is set forth in Box 12 of Schedule 1 and on the Community Specific Addendum [and Resident Energy Conservation Program (RECP) Addendum] or [and Utility Allowance Addendum]. Owner has the right to charge reasonable administrative fees for utility billing, including third party utility billing service fees, and any base fees, customer fees or taxes assessed by the public or private utility provider, and processing to the extent permitted pursuant to the laws of the State in which the Premises is located. Tenant shall be responsible for arranging and paying for his/her own cable, telephone and data communications, and all other services not specifically provided by or through Owner.

## B. Liability.

- (1) Neither Owner nor Community Manager shall be liable to Tenant, Occupants, guests, invitees, licensees, or any persons who are on the Premises for any damages, injuries or losses to person or property except to the extent such damage or injury arises from the negligent acts or omissions of Owner, Community Manager or its agents, servants or employees. Tenant acknowledges that neither Owner, Community Manager, nor the Government has any liability whatsoever for any loss or damage to Tenant's personal property or leasehold improvements. Other than ordinary wear and tear, Tenant shall be liable for all damages to the Premises that (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) in accordance with Section 3.A as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant.
- (2) Tenant acknowledges that neither Owner nor Community Manager are responsible for the performance by any insurance carrier under any policy of insurance, including any payment for Tenant's losses. Tenant also acknowledges neither Owner nor Community Manager are responsible for Tenant losses resulting from flood, natural disasters, other acts of nature, power failures, fire or any other cause where neither Owner nor Community Manager were negligent nor the proximate cause of Tenant's loss. To the extent the Tenant is required to carry renter's insurance, the details of such requirements are set forth on the Community Specific Addendum. In the event Tenant is not required to carry renter's insurance, Tenant is advised to carry insurance to protect Tenant from the losses described above.
- (3) Tenant agrees that Owner, Community Manager and their representatives do not guarantee, warrant or assure the personal security of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenants. Except as otherwise provided under State law in which the Premises is located or other applicable law, Owner and Community Manager shall not be liable for death, injuries, losses or damages to person or property of Tenant, Occupants, guests, invitees, or licensees, caused by theft, burglary, rape, assault, battery, arson, mischief, crime, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), pollution, water, lightning, earthquakes, rain, flood, water leaks, hail, ice, snow, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, acts of nature or unexplained phenomena or casualties, lack of access to land under the control of the federal government, acts of other Tenants, Occupants, guests, invitees, licensees, or animals housed by Tenant, or from any other event or cause where neither the Owner nor Community Manager were negligent nor the proximate cause of Tenant's loss. Subject to applicable law, Tenant shall indemnify and hold Owner, Community Manager, their agents, employees and representatives, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to Tenant's, Occupants', guests', invitees', or licensees' negligence, tenancy and/or failure to comply with this Lease.

C. Rules/Regulations; Community Guidelines & Policies.

- (1) Tenant has been provided with and acknowledges receipt of a copy of the Community Guidelines & Policies (a copy of which is attached hereto and incorporated herein by reference).
- (2) Tenant agrees to comply with the Community Guidelines & Policies and all other Owner rules and regulations that are at any time posted in the Community (as defined in the Community Guidelines & Policies) or made available to Tenant whether by letter, electronic communication, or newsletter. Tenant is responsible for the conduct of Occupants, guests, invitees, licensees, and any animals housed by Tenant. Tenant shall not, and shall ensure that Occupants, guests, invitees, licensees, and any animals housed by Tenant, do not unreasonably disturb, annoy, endanger, or interfere with other Tenants of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a nuisance on or about the Premises.
- (3) Subject to the terms of this Lease and the Community Guidelines & Policies, Tenant shall be entitled to enjoy the use of the Premises provided that such use does not unreasonably disturb, annoy, endanger, or interfere with other Tenants, create a public nuisance, or result in any other violation of this Lease or the Community Guidelines & Policies.
- (4) Notwithstanding anything to the contrary set forth herein, Owner or Community Manager may make reasonable changes to the Community Guidelines & Policies without consent of Tenant, effective only after thirty (30) calendar days' written notice of such changes is given to Tenant, if they are applicable to all homes in the Community and do not change the Rent, fees, or other costs set forth in this Lease; provided, however, no such change shall contradict the terms of this Lease or any addendum to this Lease in a material or adverse way.

D. Occupants and Permitted Use. The Premises may be occupied only by people listed in Box 6 ("Tenant(s)") and Box 14 of Schedule 1 ("Occupants") and approved animals. Tenant may not allow any person not listed in this Lease to reside in the Premises in excess of thirty (30) calendar days during any one-year period, without Owner's prior written approval. Tenant must notify Owner, in writing in advance and in accordance with the Community Guidelines & Policies, of visitors who plan an extended stay in the Premises, as more particularly set forth in the Community Guidelines & Policies. Owner may approve such requests on a case-by-case basis. Tenant shall inform Owner of any change in Occupants to be listed in Box 14 of Schedule 1. Tenant agrees to use and maintain the Premises as a private residence only, except as permitted upon written approval of Owner.

E. Assignment/Subletting. Tenant may not sublet any portion of the Premises nor transfer or assign Tenant's rights under this Lease or permit any part of the Premises to be used by any person other than the Tenant, the Occupants listed in Box 14 of Schedule 1 or temporary guests, invitees, or licensees, without the express prior written approval of the Community Manager, which may be withheld in its sole and absolute discretion. Any assignment, transfer or subletting of the Premises or Lease by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.

F. Animals. No animal shall be kept on or about the Premises except for service or emotional

support animals in compliance with applicable law without Owner's prior written consent. Tenant must sign a separate Animal Addendum prior to allowing any animal on the Premises. The Animal Addendum is incorporated into and becomes part of the terms of this Lease.

#### G. Termination by Tenant.

##### (1) Servicemembers' Civil Relief Act.

- (i) Tenants have the right to terminate this Lease early under the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043, the "SCRA"). Generally, the SCRA provides active duty service members and dependents of active duty service members the right to terminate a lease for residential property prior to the regular lease termination date when the service member is required to move due to military orders for a permanent change of station (PCS), for retirement or separation, or for a deployment of not less than ninety (90) calendar days. To terminate a lease early under the SCRA, the Tenant must provide the Owner written notice of termination and a copy of the relevant military orders or a statement from the service member's Commander confirming the orders.
- (ii) In order to terminate this Lease under Section 10.G.(1)(i) above, Tenant (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall deliver to Owner a written notice of termination (accompanied by appropriate military orders or verification from the Tenant's commanding officer with respect to the Tenant's current or future military status). This Lease will terminate thirty (30) calendar days after the due date of the next Rent payment following delivery of the written notice of termination and associated military orders or Commander's letter confirming the permanent change of station. The foregoing 30-day period can be reduced or waived by Owner under special circumstances, and will be waived if such notification cannot be made at no fault of Tenant (i.e. short notice assignment). In the case of a short notice assignment, Tenant must provide Community Manager with a copy of his/her military orders or commanding officer's verification of military status within five (5) calendar days of Tenant's receipt of such orders or verification.

##### (2) Change in Marital Status.

- (i) Right of Service Member to Terminate. If only one Tenant is a service member and if there is a change in that Tenant's marital status, that service member Tenant shall have the option of terminating this Lease by providing thirty (30) calendar days written notice to Owner. Such written notice shall be signed by the service member Tenant and shall state the desire to terminate this Lease due to a change in marital circumstances. It shall identify one of the following as the change in circumstances: (1) a final decree of divorce; (2) court ordered separation; or (3) both spouses' desire to terminate the marriage and live separately despite the lack of a court order or written separation agreement if either spouse provides evidence of maintenance of separate residences for at least thirty (30) calendar days prior to the notice of termination.

(ii) Right of Non-Service Member Tenant Upon Service Member Termination. In the event that the service member Tenant elects to terminate this Lease pursuant to Section 10.G.(2)(i) above, the remaining non service member Tenant has the option to request to sign a new lease with the Owner, and the Owner, in its sole discretion, may approve such lease. Absent such request and approval, the non-service member Tenant's right to reside in the Premises shall terminate on the effective date of termination by the service member Tenant. In the event such non-service member Tenant continues to occupy the Premises pursuant to a new lease entered into pursuant to this Section 10.G.(2)(ii), the monthly Rental rate for such new lease shall be the monthly Rent due under this Lease immediately prior to termination of the Lease by the service member Tenant, and the service member Tenant shall not be responsible for the Rental payments under the new lease entered into by the non-service member Tenant.

(3) Casualty/Condemnation. Subject to applicable law, if, by no fault of Tenant, the Premises is totally or partially damaged or destroyed by fire, natural disaster, accident or other casualty that render the Premises totally or partially uninhabitable, either Owner or Tenant may terminate this Lease by giving the other written notice within thirty (30) calendar days after the date of such destruction or casualty. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable unless Owner provides comparable temporary replacement housing at Owner's expense. The abated amount shall be the current monthly Rent prorated on a thirty (30) calendar day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage renders the Premises uninhabitable under applicable law. If damage occurs as a result of an act of Tenant, Occupants, guests, invitees, licensees, or animal housed by Tenant, only Owner shall have the right of termination, and no reduction in Rent shall be made.

(4) Early Termination Fee.

(i) Except as provided in Section 10.G.(1), Section 10.G.(2), and Section 10.G.(3) above, if Tenant terminates this Lease prematurely Tenant shall pay Owner an Early Termination Fee in accordance with the Community Specific Addendum to this Lease. Tenant and Owner agree that the damage to Owner would be difficult to determine and agree the Early Termination Fee is a fair estimate of Owner's costs and damages resulting from such an early termination of this Lease by Tenant. Tenant shall give Owner a minimum of thirty (30) calendar days written notice of termination.

(ii) If Tenant has leased for more than the initial term and is renting on a month-to-month basis and Tenant provides thirty (30) calendar days' written notice to Owner, there shall be no Early Termination Fee charged to Tenant.

(iii) If (a) the Tenant terminates this Lease early under Section 10.G.(1), or (b) two Tenants terminate this Lease under either Section 10.G.(2) or Section 10.G.(3) above, then the terminating Tenant(s) will not be assessed a penalty for early termination. However, Tenant is still responsible to turn over the Premises in accordance with the terms of this Lease.

H. Debarment. If Tenant is debarred from the Installation by the Installation Commander, as

hereinafter defined, in accordance with the authority provided in 18 U.S.C. § 1382, Tenant shall vacate the Premises not later than thirty (30) calendar days from the date of the debarment, provided, however, that Tenant must comply with the terms of the debarment which are unaffected by this Lease. Upon expiration of the thirty (30) calendar day period, it shall then be lawful for Owner to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, Owner shall have a right of action for arrears of Rent, damages to the Premises, or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by Tenant, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may re-lease the Premises for the remainder of said term and recover from Tenant any deficiency between the amount so obtained and the Rent herein required to be paid.

#### I. Termination by Owner.

(1) Subject to applicable law, and notwithstanding anything to the contrary set forth in this Lease, Owner may terminate this Lease and, if necessary, evict Tenant, immediately for any of the following reasons:

(i) Misuse or illegal use of Premises, or conduct of Tenants, Occupants, guests, invitees, licensees, or any animals housed by Tenant, which is detrimental to community safety and health, or if Tenant, Occupants, guests, invitees, licensees, or any animals housed by Tenant cause or threaten to cause injury to any person;

(ii) If Tenant (1) is in default under any of the covenants, terms or conditions of this Lease, including the Tenant Responsibilities outlined in Section 7.C. hereof and the rules and regulations contained in the Community Guidelines & Policies, and (ii) if Community Manager has given Tenant written notice of the default and ten (10) calendar days have expired without cure by the Tenant, unless a greater amount of time for cure of the default is specified in the Community Guidelines & Policies;

(iii) Unacceptable care of or damage to Premises;

(iv) Tenant, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in Premises;

(v) Use of Premises for illegal activities or possession of illegal, explosive, or dangerous substances, or operation of commercial transactions not permitted in writing by Owner;

(vi) Subject to the Tenant's rights to terminate the Lease, and specifically excluding all periods of Temporary Duty (TDY), deployment, Temporary Assigned Duty (TAD), leave, and vacation, Tenant shall be in default if Tenant has vacated the property with no intention of returning;

(vii) In accordance with Section 10.G.(3).

- (2) Subject to applicable law, Owner may terminate this Lease upon thirty (30) calendar days written notice and, if necessary, evict Tenant following such notice, for any of the following reasons:
- (i) In the event that the service member Tenant elects to terminate pursuant to SCRA, Owner has the right to terminate this Lease with respect to any remaining non-service member Tenant, provided that Owner has provided a written thirty (30) calendar- day notice of such intent to the non-service member Tenant;
  - (ii) Owner may, with thirty (30) calendar days written notice to Tenant, terminate the Lease upon learning of a change in marital status, regardless of whether the service member Tenant elects to terminate the Lease. Change in marital status includes only the following: (1) a final decree of divorce; (2) a court-ordered separation; or (3) a voluntary separation of service member Tenant and non-service member for at least sixty (60) calendar days. A service member Tenant's absence from the Premises due to deployment, military assignment, or military leave shall not constitute separation for the purposes of this provision absent consent of the service member. Owner shall not have the right to terminate this Lease if the service member continues to reside in the Premises and one of the following conditions exist: (1) a court identifies service member Tenant as the primary custodial parent of a minor dependent, or (2) if there is no court order, a written separation agreement identifies service member Tenant as the primary custodial parent of a minor dependent, or (3) if neither court order nor written separation agreement exists, one or more of service member Tenant's minor dependents continue to maintain his/her principal place of residence in the Premises;
  - (iii) Construction or renovation relocations per the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (iv) If the Tenant is no longer eligible for housing; or
  - (v) If the Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors.
- (3) If Tenant abandons the Premises, Owner will be free to retake possession of the Premises in accordance with applicable law. Abandonment shall include but not be limited to the following: Nonpayment of Rent or other costs or expenses relating to the Premises to be paid by Tenant along with one of the following:
- (i) Absence of the Tenant and Occupants listed in Box 6 and Box 14 of Schedule 1 from the Premises, without notice to Owner, in excess of seven (7) continuous days;
  - (ii) Renting or residing at another location;
  - (iii) Removing the majority of the belongings;
  - (iv) Failing to maintain the Premises; or
  - (v) Being in an unauthorized absence, absence without leave, or deserter

status from the Armed Forces.

(4) Nothing contained in this paragraph herein shall limit the obligations of the Tenant under this Lease.

- J. Possession After Termination. If Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall be deemed to be in breach of this Lease and Owner may, if necessary, evict Tenant in accordance with applicable law. Upon such a possession after Lease termination, in addition to being obligated to pay to Owner reasonable attorney's fees, court costs and any reasonable ancillary damages incurred by Owner as a consequence of the possession after Lease termination by Tenant, Tenant shall be responsible for Rent for each day of the possession after Lease termination by Tenant in an amount equal to twice the daily rate amount of the Rent payable hereunder during the term of this Lease, or the amount allowed pursuant to the laws of the jurisdiction in which the housing is located, whichever is lower.
- K. Governing Law. This Lease shall be governed by the prevailing laws of the State in which the Premises is located; any applicable local ordinances; all applicable federal statutes and regulations; and any applicable military rules, instructions and/or guidelines in each case, only to the extent applicable to the Premises and required by the Owner's agreements with the Government. To the extent the prevailing laws of the State in which the Premises is located do not apply, Owner and Tenant agree that this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by federal substantive law, except that the applicable State Landlord-Tenant law of the State in which the Premises is located, and the State common law interpreting such Landlord-Tenant law shall apply.
- L. Time of Essence; Entire Contract. Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- M. Tenant Representations. This Lease was entered into based upon the representations, information, and statements of the Tenant(s) contained in Box 6 of Schedule 1. Tenant(s) acknowledge that if any of those representations, information, and statements are found to be misleading, materially incorrect or untrue, it is a material breach of this Lease and Owner may immediately terminate this Lease and hold Tenant(s) responsible for any damages or costs incurred in accordance with the law.
- N. Severability. If any provision or clause of this Lease is held invalid by a court of law of applicable jurisdiction, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end the provisions of this Lease are declared to be severable.
- O. Conflict. If any provision or clause of this Lease conflicts with applicable state and/or local laws governing the Premises, the provisions of such applicable state and/or local law governing the Premises shall control. In addition, the terms of this Lease shall take precedence over any conflicting terms between this Lease and the Community Guidelines & Policies.



P. Notices.

Notice To Tenant. Unless otherwise specified in this Lease or required by applicable law, any notice from Owner to Tenant will be valid only if: (i) it is in writing, (ii) it is addressed to Tenant at the Premises and (iii) it is personally delivered to the Premises or sent by mail or e-mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two (2) business days after the date it is postmarked, or if e-mailed on the date it is sent.

Notice To Owner. Unless otherwise required in this Lease or by applicable law, Tenant will give all required notices to Owner in writing, delivered personally or sent by mail or email. All such notices shall be addressed to Owner at the address set forth in the Community Specific Addendum. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two (2) business days after the date it is postmarked, or if emailed, the date it is sent.

Q. Amendment. Except as otherwise set forth herein, Schedule 1 of this Lease, the terms and conditions of this Lease, and any Schedules or Addenda to this Lease may only be amended by a written document signed by both Owner and Tenant.

R. Installation Commander Authority. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the [Commander on-site with responsibility over the Premises (the “**Installation Commander**”)] as established in law, regulation, or elsewhere.

S. Schedules and Addenda. Tenant acknowledges receipt of the following Schedules and Addenda, copies of which are attached hereto and are incorporated as part of this Lease:

[Universal Schedules]

(1) Schedule 1 – Key Terms

(2) Schedule 2 – Universal Lease Fee Schedule

(3) Schedule 3 – Dispute Resolution Process

(4) Schedule 4 – Minimum Standard Tenant Displacement Guidelines (5)

Schedule 5 – Sample Move-In/Move-Out Checklists

[Project-Specific Schedules and Addenda Created by Owner and Approved by Military Services]

(6) Schedule 6 – Community Guidelines & Policies

(7) Community Specific Addenda

(8) Environmental Hazard Addenda – e.g. Mold/Mildew, Lead-Based Paint, Asbestos, Noise, Flooding

(9) [Resident Energy Conservation Program (RECP) Addendum]

(10) [Utility Allowance Addendum]

(11) [Animal Addendum]

(12) [Accessible/Adaptable Unit Relocation Addendum]

(13) [TBD as appropriate]

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## Schedule 1 – KEY LEASE TERMS

<b>1. COMMUNITY</b>						
<b>2a. UNIT NUMBER</b>		<b>2b. UNIT ADDRESS</b>			<b>2c. UNIT TYPE</b>	
<b>2d. CITY</b>		<b>2e. COUNTY</b>	<b>2f. STATE</b>		<b>2g. ZIP</b>	
<b>3. CURRENT DATE</b> (MM/DD/YYYY)		<b>4. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY)		<b>5. LEASE END DATE</b> (MM/DD/YYYY) months from the commencement date (see Section 2)		
<b>6. TENANTS - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (All individuals 18 years of age or older)</b>						
6a(i). Name (Last, First, Middle Initial)		6a(ii). Pay Grade	6a(iii). Branch	6a(iv). Duty Station/ UIC	6a(v). Home Phone	6a(vi). Email
6b(i). Name (Last, First, Middle Initial)		6b(ii). Pay Grade	6b(iii). Branch	6b(iv). Duty Station/ UIC	6b(v). Home Phone	6b(vi). Email
<b>7. MONTHLY RENT</b> (Due on the [ <u>last</u> ] day of the [Current / Subsequent] Month)						
<b>7a. FIRST MONTHLY PRO RATED RENT</b> (If this agreement is effective any day other than the first day of the month)						
<b>8a. RENT CONCESSION MONTHLY AMOUNT</b>						
<b>8b. RENT CONCESSION APPLICABLE DATES</b> (mm/dd/yyyy – mm/dd/yyyy)						
<b>9. SECURITY DEPOSIT AMOUNT</b>						
<b>10. LATE CHARGE</b> (Applied after the [ ] of the Month)						
<b>11. RETURNED CHECK CHARGE</b>						
<b>12. UTILITIES PAID BY OWNER</b>						
<b>13. RENT PAYABLE TO MANAGEMENT OFFICE (Insert Street Address, City, State, Zip, Telephone, and Email):</b>						
<b>14. LIST OF ALL OCCUPANTS</b> (Do not list any from Box 6 above)						
14a(i). Name (Last, First, Middle Initial)		14a(ii). Date of Birth		14a(iii). Relationship		
14b(i). Name (Last, First, Middle Initial)		14b(ii). Date of Birth		14b(iii). Relationship		
14c(i). Name (Last, First, Middle Initial)		14c(ii). Date of Birth		14c(iii). Relationship		

14d(i). Name (Last, First, Middle Initial)		14d(ii). Date of Birth	14d(iii). Relationship
14e(i). Name (Last, First, Middle Initial)		14e(ii). Date of Birth	14e(iii). Relationship
14f(i). Name (Last, First, Middle Initial)		14f(ii). Date of Birth	14f(iii). Relationship
<b>15. EMERGENCY CONTACT</b>			
15a. NAME	15b. RELATIONSHIP	15c. TELEPHONE	
<b>16. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:</b>			
<b>17. READ AND ACCEPTED BY:</b>			
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
<b>TENANT</b>		<b>TENANT</b>	
<b>PRINTED NAME</b>		<b>PRINTED NAME</b>	
<b>DATE</b>		<b>DATE</b>	
<b>18. OWNER / OWNER'S REPRESENTATIVE:</b>			
SIGNATURE: _____		TITLE: _____	
PRINTED NAME: _____		DATE: _____	

## Schedule 2 – UNIVERSAL LEASE FEE SCHEDULE

### FEEs

[Note: The Tenant Bill of Rights provides that Tenants have the “right to not pay non-refundable fees” (see 10 U.S.C. § 2890 (b)(17)). There is also new statutory language in 10 U.S.C. §2891a(e) that prohibits the payment of amounts in addition to rent, but provides for certain exceptions, to include additional payments for (i) optional services provided to military tenants, (ii) non-essential utility services, and (iii) damages associated with tenant negligence. This schedule of fees must be compliant with these new requirements under law. This note, along with the footnotes included below, will be removed upon finalization of this Schedule.]

The following tables list the permissible fees that may be charged to a Tenant.

<b>Standard Fees</b>		
<u>Item</u>	<u>Amount</u>	<u>Details</u>
Late fees (in accordance with Section 5 of the Lease)	5%	5% of the monthly amount due for each amount due if rent not received within five days of the 1st of the month
Nonsufficient funds fee	\$30	
Pet Deposit (refundable)	\$250.00	Per pet. Up to two pets permitted
Early Termination Fee (in accordance with Section 10.G.(4)of the Lease)	One month Rent	Early termination fee is applied if the tenant does not have Military Orders to move.

<b>Optional Service Fees<sup>1</sup></b>		
<u>Item</u>	<u>Amount</u>	<u>Details</u>
<b><u>Amenities Rental</u></b>	<b><u>\$50.00</u></b>	<b><u>For all Neighborhood Centers Event Rentals</u></b>

<sup>1</sup> The items listed under this table will be for “optional services provided to military tenants”, which are permissible under § 2891a(e). This list will vary depending on the “optional services” provided by each project and what is provided for under the existing agreements with each project owner. The two examples provided under § 2891a(e) are “access to a gym or a parking space.”

## Schedule 3 – DISPUTE RESOLUTION PROCESS

### DISPUTE RESOLUTION PROCESS

1. Scope. This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).
2. Eligibility. Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement regarding informal issue resolution procedures of the Military Housing Office (“MHO”) or Housing Services Office (“HSO”) with responsibility over the subject housing unit (the “Premises”).

3. Dispute Processing.

a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO/HSO, and submit it to the MHO/HSO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process, pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.

b) Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO/HSO shall review the request and take the following action:

(i) If the MHO/HSO determines the request is ineligible or incomplete, the MHO/HSO shall provide written notice to the Tenant, as further described below.

(ii) If the MHO/HSO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO/HSO in its reasonable discretion, the MHO/HSO shall notify the Tenant of receipt and simultaneously provide a

copy of the request to the Owner and the Installation Commander responsible for the Premises.

(iii) If the MHO/HSO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO/HSO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO/HSO's receipt of an administratively complete Request for Form Dispute Resolution Process.

c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the A HO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.
5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO/HSO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in

writing, if necessary, at the request of the MHO/HSO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the HO/HSO inspection, the HO/HSO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.

7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:

- a) The head of the MHO/HSO;
- b) Representatives of the Owner for the subject Premises;
- c) The Tenant of the subject Premises;

d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and

e) An independent Dispute Resolution investigator (the “Dispute Resolution Investigator”) selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO/HSO’s receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after



the MHO/HSO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO/HSO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.

9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

(a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;

(b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);

(c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;

(d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due Tenant; or

(e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO/HSO may provide the Tenant advice and assistance on the Dispute Resolution Process.

11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing

unit or claim in accordance with applicable state and/or federal law following completion of this Dispute Resolution Process. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.

12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree, and agree to cause their representatives, to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have been remedied or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

## Exhibit A – REQUEST FORM FOR DISPUTE RESOLUTION PROCESS 1.

**Tenant Name (Rank, Last, First):**

**2. Premises Address (Street, City, State, Zip):**

**3. Tenant Contact Information:**

- a. Phone # (Home/Cell):
- b. Email:

**4. Owner Company Name:**

**5. Owner Contact Information:**

- a. POC Name (Last, First):
- b. Phone # (Home/Cell):
- c. Email:

**6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

**7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

Tenant requests full Rent segregation in the amount of \$ per month, or  
Tenant requests partial Rent segregation in the amount of \$ .per month.

**8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement. Name:**

Signature: Date:

***(To be completed by the A MHO/HSO)***

**This is an administratively complete request eligible for Rent segregation in accordance with Lease section 9 and Schedule 5 (Dispute Resolution Process). Owner is directed to segregate \$ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.**

Name of A HO Representative: Date:

Signature:

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## **Schedule 4 – MINIMUM STANDARD TENANT DISPLACEMENT GUIDELINES**

### **1. Minimum standards and/or conditions within a Housing unit that will require the displacement of a Tenant:**

- a) Displacements shall occur when repairs to be performed in the Premises (including those due to a life, health and/or safety issue) cannot be efficiently or safely addressed while the Tenant remains in the Premises. All displacement decisions will be made by the Owner or its designee, in consultation with the [Military Partner], and in accordance with standards set forth in applicable Federal, State, and local law.
- b) Conditions for when displacement may be appropriate include, but are not limited to:
  - 1) Lead based paint hazards that require extensive mitigation, stabilization or abatement
  - 2) Structural, mechanical, or electrical defects in the Premises that pose a threat to Tenant safety
  - 3) Any environmental condition in the Premises that poses a reasonably defined health hazard
  - 4) Repairs which render the Premises not reasonably occupiable during the course of the repairs, such as repairs which prevent use of the kitchen or all bathrooms

### **2. Minimum standards or entitlements that a Displaced Tenant will be allowed during the Displacement time period:**

- a) While displaced, Tenants will generally be restricted from entering the Premises until the Owner determines that the necessary repairs are complete (“the Displacement Period”). The Owner reserves the right to limit Tenant access to the Premises during the Displacement Period, to include changing the locks on the Premises when necessary and after notification to the Tenant, consistent with applicable law. The Owner shall give reasonable notice of the displacement as the circumstances and Tenant safety permit, to include allowing the Tenant reasonable time to gather and secure personal belongings before they vacate the Premises. Prior to commencing the repairs, and as the circumstances and safety permit, the Owner shall document, in the Tenant’s presence to the extent practicable, by video, photograph or other means the Tenant’s personal property in the work area within the Premises. Owner shall also take reasonable efforts to ensure the repairs do not damage the Tenant’s personal property. Depending on the nature of the repairs and safety issues associated with those repairs, the Tenant may request, and the Owner may allow, a Tenant reentry into the Premises during the Displacement Period. If reentry is authorized during the Displacement Period, Owner personnel shall accompany any Tenant given access to the Premises. Tenants shall enter the Premises for the limited circumstances stated in their request to enter, and shall not disturb any work or enter any hazard containment area. The Tenant may not make any alterations to the Premises during their entry. Owner shall not dispose of any of the Tenant’s personal property without the

permission of the Tenant, except as permitted by applicable law if the Tenant fails to reoccupy the Premises or coordinate for removal of the Tenant's personal property from the Premises in a reasonable time period following the Displacement Period.

- b) Subject to applicable state and local law and the terms of the Lease, when the Owner elects to displace a Tenant under the criteria above, the following temporary lodging options shall be offered to the Tenant in descending order and as availability permits:
  - 1) A guest suite or unit managed by Owner
  - 2) DOD temporary lodging that contains adequate cooking facilities
  - 3) Commercial hotel that contains adequate cooking facilities
  - 4) DOD temporary lodging or a commercial hotel without adequate cooking facilities
- c) Subject to applicable State and local law and the terms of the Lease, and provided that Owner is obligated to relocate the Tenant pursuant to Section 8 of this Lease, the Owner shall bear temporary lodging costs during the Displacement Period until such time as (1) the Tenant reoccupies the Premises in accordance with these guidelines, (2) the appropriate authority has determined that the necessary repairs have been satisfactorily made to the Tenant's Premises and the Premises is safe and habitable; or (3) the Tenant has been offered alternative housing either on-post or off-post in accordance with these guidelines. If any animals are listed on the Tenant's Lease or any addendum to it, Owner will offer temporary lodging that accepts animals. Where such lodging is not available, Owner shall reimburse Tenant for the reasonable costs associated with the boarding of such animals. Boarding costs for animals shall be payable to the Tenant upon the provision of receipts to the Owner.
- d) Subject to applicable state and local law and the terms of the Lease, Rent on the Premises will continue to accrue and there will be no adjustment to the Displaced Tenant's Basic Allowance for Housing while the costs of temporary lodging are borne by the Owner.
- e) Subject to applicable state and local law and the terms of the Lease, when the Owner places a Tenant in temporary lodging as a result of displacement, the Owner shall provide Tenant with the following allowances (the "Displacement Allowances"):
  - 1) In all cases where a Tenant is placed in temporary lodging, Tenants and Occupants will be entitled to the U.S. General Services Administration (GSA) or Department of Defense (DOD) incidentals per diem rate for the location of their Premises for the Displacement Period.
  - 2) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that contains adequate cooking facilities, Tenants and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.
  - 3) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that does not contain adequate cooking facilities, Tenant and Occupants will be entitled to the GSA or DOD meals and incidentals per diem rate for the location of their Premises for the Displacement Period.
  - 4) In the case where a Tenant elects to move into alternate temporary lodging outside of

what is offered by the Owner, such as staying with family or in a recreational vehicle, Tenant and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.

- f) The Owner shall notify the Tenant in writing of the conditions of their displacement and their allowances, and the written notification will be acknowledged by the Tenant via signature and shall contain at a minimum:
- 1) The general reason(s) for displacement and the initial schedule to remedy the life, health or safety issue
  - 2) The location of the temporary lodging and a statement that the costs of such lodging will be borne by the Owner
  - 3) The per diem entitlement, as applicable
  - 4) That the Tenant may not access the Premises during the Displacement Period of repairs, and that the locks will be altered or changed, if applicable
  - 5) The process by which the Tenant can request access to the Premises during repairs and the conditions of that access
  - 6) That the Owner will keep Tenant apprised of the progress of the repairs, any changes to the schedule to repairs, and will notify Tenant promptly when the Premises is available for re- occupancy
- g) In the case of displacements greater than thirty (30) calendar days, Owner shall offer to relocate Tenant to another habitable Premises managed by Owner, if one is available. If the Tenant accepts the move to the Premises managed by Owner, the Owner shall continue to pay the costs of temporary lodging until the Tenant is relocated to the new Premises, as well as the reasonable cost directly associated with moving the Tenant's household goods (the "Moving Allowance") to the new Premises. The initial Lease will terminate without penalty upon the commencement of the Lease for the new Premises. If Tenant refuses to relocate to the new Premises offered by Owner within thirty (30) calendar days, Displacement Allowances will cease, and no Moving Allowance will accrue. At any time during the Displacement Period, and in consultation with the cognizant Installation Commander, the Owner may permanently relocate a displaced Tenant to a comparable Premises in the same school district based on service member rank and Premises size eligibility. In that case, Owner shall continue to pay the Displacement Allowances for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing Lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. If Owner is unable to offer a Premises managed by Owner, Tenant may elect to move to a Premises not managed by the Owner within the "Housing Market Area" for that installation, generally defined as a location within 20 miles of the installation. In that case, the Owner shall continue to pay the Displacement Allowance for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. Notwithstanding the foregoing, Tenants will only be entitled to the above-described Displacement Allowances and/or Moving Allowances if the Tenant has fully complied with the terms of the Lease and the displacement is not due to the deliberate, accidental, or negligent acts or omissions of the Tenant Parties.

# Schedule 5 – Sample Move in/move out checklist



Resident: _____	House: _____ Remote: _____	Email: _____	House: _____ Remote: _____	Legend: ND-No Damage, FRT-Front, NO-None Operational, REP-Replace, WRN-Warn, SCR- Scratched, TRN-Torn, STN-Stained, CHP- Chipped, DNT-Dent, RPR-Repair, CRPT-Carpet, VYL-Vinyl, AF-Air Filter, SMK-Smoke, HVT-Heavy DAM-damaged, TO-Throughout	Any rank changes in the last 90 days?	YES	NO
Address: _____	Mail: _____ Garage: _____	Forwarding Address: _____	Mail: _____ Garage: _____		Signed Waiver to apply BAH toward charges by deadline?	YES	NO
Phone: _____	Beds: _____ Baths: _____	Phone: _____	Parking Pass #: _____		If applying BAH-Full or Partial BAH?	FULL	PART NOT APPLICABLE
	Move In		Move Out	Item Description	Cost		QC
Entry Way/Hallway/Stairs:		Entry Way/Hallway/Stairs:					
Living Room/Dining Room:		Living Room/Dining Room:					
Kitchen:		Kitchen:					
Family Room:		Family Room:					
Laundry Room:		Laundry Room:					
Garage/Storage:		Garage/Storage:					
Bathrooms:		Bathrooms:					
Bedrooms:		Bedrooms:					
Yard/Patio/Balcony:		Yard/Patio/Balcony:					
Exterior/Fence:		Exterior/Fence:					
Trash Cans:		Trash Cans:					
Mail Pole/Mail Box/Parking Pass #:		Other:					
Gas Backs Needed:							
				Excess Charge Sheet Total			
				Damages Total:			
				Pay \$ & Cts / Flooring Costs:			
				Ledger Charges (not including BAH):			
				Pre-Rated Rent:			
				Conservation:			
				Total Charges Due:			
				Applied Pet Deposit:			
				Applied BAH:			
				Other Credits (if applicable):			
				End Balance:			
				Check - MO - EFT - OTHER			

  

By initialed this box, the resident confirms understanding and agrees to the following: I have (10) business days to report in person & in writing, any discrepancies I may discover after the time of accepting occupancy. Failure to report properly may result in possible charges for damages not noted.	This is an invoice, that is due and payable immediately, before we can sign your clearing papers. Any credits due will be processed after end of month BAH is received.
Resident: _____ Date: _____	Resident: _____ Date: _____
Inspector: _____ Date: _____	Inspector: _____ Date: _____



**ASBESTOS CONTAINING MATERIALS ADDENDUM**

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_ (the “**Lease**”), between Fort Benning Family Communities, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Asbestos is a compound of natural fibrous minerals that has been used commercially in building materials because of its strength, durability, fire retarding capability, and resistance to heat. Asbestos was used more extensively prior to 1981 but may be present in building materials constructed after that date. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne.

State and Federal laws require notifications to Residents and occupants of buildings containing certain materials that have been identified as health hazards. In an effort to provide high quality management services, a recent evaluation has determined that asbestos-containing materials may be present in your Premises. According to a survey of Fort Benning housing, the materials from the area containing asbestos are generally in good condition and do not indicate any immediate need for asbestos removal. However, friable asbestos which release asbestos fibers can be a health hazard. The materials that have been determined to contain asbestos in the units are the sprayed-on acoustical ceilings (resembling cottage cheese) and the wallboard joints. Some linoleum flooring may also contain asbestos material.

The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that reasonable precautions be taken to minimize the chance of damage or disturbance of those materials. It is the Landlord’s goal to provide you with a safe and sanitary dwelling, and your help is needed to achieve this goal. It is necessary to keep the asbestos from becoming damaged. The following is a list of prohibited activities that may disturb asbestos-containing materials. Please refrain from performing any of these activities:

- DO NOT** drill holes in walls, ceiling or floors.
- DO NOT** hang plants or other objects from the ceiling.
- DO NOT** sand or remove linoleum floor.
- DO NOT** use an ordinary vacuum to clean up asbestos-containing debris.

Notify Fort Benning Family Communities, LLC immediately if you notice any debris, you suspect may contain asbestos. If any repairs need to be made to the walls or floor or ceiling tiles, please notify Fort Benning Family Communities, LLC by calling the Community Management Office or by submitting a work order, so repairs can be made by qualified personnel.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please contact the Community Management Office. I have read and understood this Addendum.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER REPRESENTATIVE

\_\_\_\_\_  
Date





## MOLD INFORMATION AND PREVENTION ADDENDUM

This addendum (this “**Addendum**”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_\_ (the “**Lease**”), between **Fort Benning Family Communities, LLC (“Owner”)**, and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this Addendum contains important information for you, and responsibilities for both you and us.

1. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed, practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

2. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - Promptly notify us (by calling or submitting a work order) about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding



replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.

- Promptly notify us by calling or submitting a work order, about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises.

3. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

4. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surfaces dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.



5. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action subject to special exceptions for natural disasters.
6. COMPLIANCE. Complying with this Addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have any questions regarding this Addendum, please contact us by calling (706) 685-3939 or visit The Villages of Benning Management Office

If you fail to comply with this Addendum, you can be held responsible for property damage to the Premises and any health problems that may result. We are unable to fix problems in the Premises unless and until we are made aware of them.

**Tenant(s)**

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

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

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

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

**Owner Representative**

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

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

Title: Authorized Representative



## Bed Bug Addendum

This Bed Bug Addendum (the "Addendum" dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is attached to and made a part of the Lease Agreement dated the \_\_\_\_\_ (the Lease) by and between Fort Benning Family Communities, LLC, ("Owner"), and \_\_\_\_\_ ("Tenant") for address \_\_\_\_\_ (the "Premises").

This Addendum constitutes an Addendum to the above Lease Agreement for the above described premises and is hereby incorporated into and made a part of such Lease Agreement. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Agreement, this Addendum shall control.

**PURPOSE.** Addendum modifies the Lease Agreement and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling.

**INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, TENANT REPRESENTS THAT:

- THE DWELLING WAS INSPECTED PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND NO EVIDENCE WAS FOUND OF BED BUGS OR A BED BUG INFESTATION; OR
- THE DWELLING WILL BE INSPECTED WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM, AND THE OWNER WILL BE NOTIFIED OF ANY BED BUGS OR BED BUG INFESTATIONS.

Tenant agrees that the above information provided in this Addendum has been read and that there is not an infestation or presence of bed bugs in the Tenant's current or previous dwellings, furniture, clothing, personal property, or possessions. Tenant also acknowledges that any previous bed bug infestations or bed bug issues experienced have been fully disclosed. If a previous experience with bed bug infestations or other bed bug related issues was disclosed, the Owner may review documentation of the previous treatment(s) and inspect all personal property and possessions to confirm the absence of bed bugs.

**ACCESS FOR INSPECTION AND PEST TREATMENT.** Tenant must allow the Owner and authorized pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. Tenant's family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. The Owner has the right to select any licensed pest control professional to treat the dwelling and building, and the Owner can select the method of treating the dwelling, building and common areas for bed bugs. The Owner can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, Tenant is responsible for and must, at Tenant's own expense, have all personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm approved by the Owner. Tenant must do so as close as possible to the time of treatment and must follow all directions of the licensed pest control firm. If failure to do so, Tenant will be in default, and the Owner will have the right to terminate the Tenant's right of occupancy and to exercise all rights and remedies under the Lease Agreement. Tenant agrees not to treat the dwelling for a bed bug infestation on his/her own.

**NOTIFICATION.** Tenant must promptly notify the Owner:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any clothing, furniture, or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Tenant believes to be caused by bed bugs, or by any condition or pest he/she believes to be in the dwelling.
- if Tenant discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.



**COOPERATION.** If a confirmed presence or infestation of bed bugs is found, Tenant must cooperate and coordinate with the Owner and the Owner's approved pest control agents to treat and eliminate the bed bugs. Tenant must follow all directions from the Owner or Owner's agents to clean and treat the dwelling and building that are infested. Tenant must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time the dwelling is treated. Any items removed from the dwelling must be disposed of off-site and not in the property's trash receptacles. If the Owner confirms the presence or infestation of bed bugs in Tenant's dwelling, the Owner has the right to require the Tenant to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order to perform pest control services. If Tenant fails to cooperate, he/she will be in default, and the Owner will have the right to terminate Tenant's right of occupancy and exercise all rights and remedies under the Lease Agreement.

**RESPONSIBILITIES.** Tenant may be required to pay all reasonable costs of cleaning and pest control treatments incurred by the Owner to treat the dwelling unit and any other dwellings for bed bugs. If the presence or infestation of bed bugs is confirmed after the Tenant vacates the dwelling, Tenant may be responsible for the cost of cleaning and pest control treatments as additional rent. In addition, Resident will be responsible for payment of any temporary lodging and all relocations costs Tenant will incur to vacate the premises during the period of time Owner or its independent contractor deems appropriate to treat and eradicate any presence or infestation of bed bugs in the Tenant's unit. Likewise, if Owner must move other residents in order to treat adjoining or neighboring dwellings to the dwelling unit, Tenant may be liable for payment of any lost rental income and other expenses incurred by the Owner to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings as additional rent. If Tenant fails to pay for any costs he/she is liable for, Tenant will be in default, and the Owner will have the right to terminate the right of occupancy and exercise all rights and remedies under the Lease Agreement, and obtain immediate possession of the dwelling. If Tenant fails to move out after the right of occupancy has been terminated, he/she will be liable for holdover rent under the Lease Agreement.

**TRANSFERS.** If the Owner allows the Tenant to transfer to another dwelling in the community because of the presence of bed bugs, Tenant must have personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Tenant must provide proof of such cleaning and treatment to Owner satisfaction.

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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A default under the terms of the Addendum shall be deemed a material default under the terms of the Lease Agreement, and the Owner shall be entitled to exercise all rights and remedies at law or inequity.

Except as specifically stated herein, all other terms and conditions of the Resident Occupant Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Resident Occupant Agreement, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Resident Occupant Agreement shall have the same meaning for purposes of this Addendum.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_





**RADON ADDENDUM**

This addendum (this “**Addendum**”) is made this \_\_\_ day of \_\_\_, 20\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between **Fort Benning Family Communities, LLC (“Owner”)**, and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

**Radon Disclosure Statement**

Radon is a radioactive gas that has been found in homes all over the United States. It comes from the natural breakdown of uranium in soil, rock and water and gets into the air you breathe. Radon typically moves up through the ground to the air above and into your home through cracks and other holes in the foundation. Your home can trap radon inside. Any home can have a radon problem. This means new and old homes, well-sealed and drafty homes, and homes with or without basements. Nearly 1 out of every 15 homes in the United States is estimated to have an elevated radon level (4 pCi/L or more). Elevated levels of radon gas have been found in homes in your state. However, you cannot predict radon levels based on state, local, and neighborhood radon measurements. Even homes which are next to each other can have different radon levels. Testing is the only way to find out radon level in your home.

Although landlords are not required under EPA laws and regulations to conduct radon testing or alert tenants to radon levels within their residence, radon testing has been performed at certain homes within your neighborhood.

For more information about radon in your area, the United States Environmental Protection Agency (“**EPA**”) provides radon data at the following link: [www.epa.gov/radon/whereyoulive.html](http://www.epa.gov/radon/whereyoulive.html).

**Tenant’s Acknowledgment**

Tenant has read and understands the foregoing Disclosure Statement. Tenant acknowledges that Owner, previously or as an attachment to this Addendum, has provided Tenant with the pamphlet, “A Citizens Guide to Radon – The Guide to Protecting Yourself and Your Family From Radon.” Tenant further acknowledges that the Owner is neither required to conduct further radon testing by federal, state or local law, including EPA regulations, nor required to implement any additional radon mitigation systems within the Premises during the term of the Lease.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER REPRESENTATIVE

\_\_\_\_\_  
Date



## LEAD-BASED PAINT ADDENDUM

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between Fort Benning Family Communities, LLC (“**Owner**” or “**Lessor**”), and \_\_\_\_\_ (“**Tenant**” or “**Lessee**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

#### **Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. These hazards are discussed in an EPA approved pamphlet on lead poisoning prevention which was provided to Lessees.*

#### **Lessor’s Disclosure** (initial each line by Fort Benning Family Communities, LLC

\_\_\_\_ a. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing.
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ b. Records and reports available to the Lessor (check one box below):

- Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. Known lead-based paint and/or lead-based paint hazards are present in the housing.

**Tenant has been provided with a paper copy of the Lead-Based Paint Summary Report and its accompanying list of all lead-based paint records and reports. Additionally, paper copies of all lead-based paint records and reports for Tenant’s individual unit have been provided to Tenant.**

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing at this time, however, periodic inspections will continue.



**Tenant's Acknowledgment** (initial by Tenant)

- \_\_\_ a. I have received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_ b. I have watched the video *Protect Your Family from Lead Exposure*.
- \_\_\_ c. I have been instructed to use proper care in the home especially when drilling screw holes or nailing into walls or ceilings to use disposable towels, wet with hot water and mild detergent, wipe down the surface and clean/remove all drywall dust, rinse with clean wet cloth, then dispose of the towels in a sealed plastic bag.

**Certification of Accuracy**

The parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Lessor: Fort Benning Family Communities, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

TENANT: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Address





## No Smoking Addendum

This No Smoking Addendum (the "Addendum" dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is attached to and made a part of the Lease Agreement dated the \_\_\_\_\_ (the Lease) by and between Fort Benning Family Communities, LLC, ("Owner"), and \_\_\_\_\_ ("Tenant") for address \_\_\_\_\_ (the "Premises").

This Addendum constitutes an Addendum to the above Lease Agreement for the above described premises and is hereby incorporated into and made a part of such Lease Agreement. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Agreement, this Addendum shall control.

**PURPOSE AND APPLICATION OF SMOKE-FREE POLICY.** The premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, including any associated balconies, decks or patios; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of the Tenant to do so.

The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

**DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to the use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**SMOKING ANYWHERE INSIDE BUILDINGS OF THE HOME IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Agreement. The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all tenants, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, community center, exercise facility, all interior areas of the community, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other tenants inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Agreement.

**SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.** If available, smoking is permitted only in specially designated areas outside the units of the community. Otherwise, smoking must be at least 25 feet from the units in the community, including administrative office buildings. If available, the smoking-permissible areas are marked by signage. Smoking on balconies, patios, and limited common areas attached to or outside of tenant's dwelling is not permitted.



If available, the following outside areas of the community may be used for smoking:

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Even though smoking may be permitted in certain limited outside areas, the Owner reserves the right to direct tenants and occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of the Owner, other tenants, or guests.

**RESPONSIBILITY FOR DAMAGES AND CLEANING.** Tenant is responsible for payment of all costs and damages to dwelling, other tenants' dwellings, or any other portion of the community for repair, replacement, or cleaning due to smoking or smoke related damage caused by tenant or tenant's occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages incurred related to repairs, replacement, and cleaning due to smoking or due to violation of the no-smoking provisions of the Lease Agreement are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in the smoke free community.

**RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER TENANTS.** Tenant is responsible for payment of all lost rental income or other economic and financial damages or loss due to smoking or smoke related damage caused by tenant or tenant's occupants, family, guests, or invitees which results in or causes other tenants to vacate dwellings, results in disruption of other tenants' quiet enjoyment, or adversely affects other tenants' or occupants' health, safety, or welfare.

**LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** The Owner has the right to terminate the Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Agreement. Despite the termination of the Lease Agreement or tenant's occupancy, tenant will remain liable for rent through the end of the Lease Agreement term or the date on which the dwelling is re-rented to a new tenant, whichever comes first. Therefore, tenant may be responsible for payment of rent after he or she vacates the leased premises even though the tenant is no longer living in the dwelling.

**EXTENT OF LIABILITY FOR LOSSES DUE TO SMOKING.** Tenant will be held responsible for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, tenant responsibility for any other damages or loss under the Lease Agreement or any other addendum.

**RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.**

Tenant is responsible for communicating this no-smoking policy and for ensuring compliance with this Addendum by tenant's occupants, family, guests, and invitees.

**THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.**

Although smoking is prohibited in all interior parts of the community, there is no warranty or guarantee of any kind that the tenant's dwelling or the community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of the no-smoking policy is a joint responsibility, which requires tenant's cooperation in reporting incidents or suspected violations of smoking. Tenant must report violations of the no-smoking policy before the Owner is obligated to investigate and act, and tenant must thereafter cooperate with the Owner in prosecution of such violations. This is an important and binding legal document. By signing this Addendum, tenant agrees to follow the no-smoking policy and acknowledges that a violation could lead to termination of the Lease Agreement or right to continue living in the dwelling. If tenant or someone in the tenant's household is a smoker, the tenant should carefully consider whether he or she will be able to abide by the terms of this Addendum.

**SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form.

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Except as specifically stated herein, all other terms and conditions of the Lease Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease Agreement shall have the same meaning for purposes of this Addendum.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_



FLAT RENT / CONCESSION ADDENDUM

THIS CONCESSION ADDENDUM (this "Addendum") is made this \_\_\_ day of \_\_\_, 20\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_, 20\_\_\_ (the "Lease"), between Fort Benning Family Communities, LLC ("Owner"), and \_\_\_ ("Tenant") for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

1. As consideration for your agreement to enter into or remain in certain Resident Occupancy Agreement ("the Lease") and to fulfill your lease obligations throughout the full term of your lease, you will receive the following Concession.

A. Monthly Concession: You will receive a Monthly Concession in the amount of \$\_\_\_ per month off of your rent. This concession will be credited to your rent due for the month(s) of \_\_\_\_\_

OR

B. One-Time Concession: You will receive a One-Time Concession in the total amount of \$\_\_\_. This concession will be credited to your rent due for the month(s) of \_\_\_\_\_.

2. Concession Cancellation and Charge-Back.

Lease Termination: Resident shall repay the Concession if the Lease is terminated or resident vacates the premises, for any reason, prior to the end of the then applicable Lease term. Said Concession shall be repaid with certified funds or money order to Management prior to the Resident vacating the premises. Notwithstanding the preceding, the Concession shall not have to be repaid if the reason for the Lease termination or Resident's vacation of the premises is due to deployment orders, PCS orders or any other military related reasons (collectively "Military Reasons"). Resident shall, prior to vacating the premises, provide to Management such documentation as Management shall reasonably require evidencing such Military Reasons.

Dishonored Checks: Resident shall repay the Concession if the Resident's personal check, given as payment for the move-in or first month's prorated rent, is not honored or is returned uncollected for any reason. In such event, said Concession shall be immediately repaid with certified funds or money order to Management.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER REPRESENTATIVE

\_\_\_\_\_  
Date of Lease



**ACCESSIBLE/ADAPTABLE HOUSING ADDENDUM**

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between Fort Benning Family Communities, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Tenant acknowledges that at the time of Lease execution: (i) Tenant was advised that the Premises is a housing unit designed for occupancy by persons by individuals with disabilities, referred to as either an “accessible” or “adaptable” unit; and (ii) Tenant’s household has no members requiring such features. Tenant further acknowledges and agrees to accept the Premises under the following conditions:

- 1. I understand that I am being offered this home because there are no families requiring an accessible or adaptable home at this time.

I further understand that if another family that has a person with a disability needs to occupy the Premises because it is an accessible or adaptable unit, and the person with a disability has a special accessibility or adaptability need, I may be required to relocate at Owner’s expense. If available, I will be offered another home in the Community where the Premises are located compatible with my grade and bedroom requirement.

- 2. If a home at the Community is not available, Owner will only reimburse me for a move within the Military Housing Area (MHA).
- 3. I understand that I will be provided as much notice as possible but no less than thirty (30) days’ written notice to relocate.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please consult with the Owner prior to signing.

I have read and understood this Addendum.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER REPRESENTATIVE

\_\_\_\_\_  
Date



## SMOKE DETECTORS AND CARBON MONOXIDE DETECTOR ADDENDUM

THIS ADDENDUM TO TENANT LEASE AGREEMENT (hereinafter “Addendum”) modifies the terms and conditions of that certain Tenant Lease Agreement dated \_\_\_\_\_ by and between Fort Benning Family Communities, LLC, (hereinafter “Owner”), and part of the Agreement. Unless modified herein, all provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Addendum and any other provisions of the Agreement, the provisions of this Addendum shall control.

The Agreement is hereby amended by the addition of the following language:

1. Owner has installed working smoke and/or carbon monoxide detector(s) on the Premises. The term “smoke detector” shall mean an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
2. Resident shall ensure that each smoke and/or carbon monoxide detector(s) installed on the Premises are operational and remains in a fully functional condition and shall not be disabled in any way by Resident or at Resident’s behest. If any of the smoke and/or carbon monoxide detectors on the Premises are battery operated, Resident shall periodically replace any batteries (at least once a year) to ensure operation of the smoke/carbon monoxide detector(s). If the smoke and/or carbon monoxide detector(s) are hard wired in the electrical system of the Premises, and the Resident believes that any of the smoke and/or carbon monoxide detectors are not functional, Resident shall immediately notify Owner or Owner’s agent, in writing, pursuant to the Notice provisions of the Agreement, or via electronic mail to the Community Management Office. If any smoke and/or carbon monoxide detector(s) are in need of repair. Owner shall repair or replace said smoke and/or carbon monoxide detector(s) after Owner has received said written notification of the need to replace or repair the smoke and/or carbon monoxide detector(s).
3. Disabling or removing batteries from or tempering with any smoke and/or carbon monoxide detector on the Premises is strictly prohibited.
4. Resident on his or her own behalf of any and all agents, employers, insurers, attorneys, representatives, heirs successors and assigns, and, anyone claiming by, through or for Resident, hereby waives any claims for loss, damage, injury and/or death by reasons of fire, smoke or the extinguishment and/or containment of same (including any remediation), in the event Resident has tampered with, disabled or failed to maintain any smoke and/or carbon monoxide detector(s) on the Premises.
5. Resident hereby acknowledges the Premises is equipped with functional smoke and/or carbon monoxide detector(s).
6. Resident hereby acknowledges it is their responsibility to test and maintain the detector(s) within the Premises and to notify the Owner immediately of any deficiencies.
7. In the event a resident tampers with or removes a smoke detector in their home outside of our company policy, the resident is accepting full responsibility and liability for any loss or damages in the event of an emergency. Any charges incurred for the repair and/or restoration of the residence caused by damages, will be the sole responsibility of the lease holder.

OWNER: Fort Benning Family Communities, LLC RESIDENT: \_\_\_\_\_  
Agent for Owner/Property Manager

\_\_\_\_\_  
Signature of Agent and Date

\_\_\_\_\_  
Resident’s Signature and Date





**ACCEPTANCE OF HOME (Different Rank Band)**

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between **Fort Benning Family Communities, LLC** (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

1. The undersigned hereby verifies my voluntary acceptance of the Premises, which is in the \_\_\_\_ Rank Band, due to availability and my preferences.
2. The consequences of accepting the Premises have been explained to me and I fully understand that:

If I voluntarily accept a home that is below my Rank Band, I will be considered adequately housed for the remainder of the Term unless there is an increase in the number of my family members (Occupants) occupying the home.

Tenant Name: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Owner Representative: \_\_\_\_\_

Date: \_\_\_\_\_



## Transfer On-Site (TOS) and Existing Resident Move Option

For a Service Member, who is currently living on Fort Benning, to qualify for a Transfer On-Site (TOS), the following must occur:

1. Change in Rank or
2. Change in Family Composition: Pregnancy, Adoption, or Addition of Dependents – In the event a Service Member or their spouse is pregnant, adopting a child, or gaining a dependent, and the addition to the family will make them eligible for a home with a higher bedroom count, the Service Member may choose to be placed on the waitlist and receive offers of available homes under the following conditions:
  1. The Service Member must provide written confirmation from a medical authority of the pregnancy and must be past the first trimester of the pregnancy, or
  2. Provide written documentation confirming the adoption approval or addition of dependents by a court or competent jurisdiction, or
  3. Families requiring special accommodations, such as those with members in the EFMP

If the above conditions have taken place, the following conditions must also be met:

1. A transfer fee equivalent to one half month's rent, used to cover costs to ready current house for the new resident, is required for all residents transferring regardless of Village.
2. The home must be returned to the Villages of Benning in Move-In Ready condition. If the home is not returned in Move-In Ready condition, the Service Member will be responsible for the full cost of turning the home:
  - Base Price of Turn for **2 Bedroom Home**- \$1,200
  - Base Price of Turn for **3 Bedroom Home**- \$1,350
  - Base Price of Turn for **4 Bedroom or 3 Bedroom Spanish Colonial Home**- \$1,500
  - Base Price of Turn for **5 Bedroom or 4 Bedroom Spanish Colonial Home**- \$1,700

*\*The above listed prices are **base** prices for turning a home. Additional costs may be incurred based upon required cleaning/repair.*
3. The Service Member must have completed the initial lease term.
4. The Service Member's account must be in good standing to include no outstanding balances for rent, damages, or utilities.
5. The Service Member must have no outstanding lease violations. Any prior satisfied lease violations will be taken into consideration by the management team.





6. The Service Member must agree to sign a new 12-month lease agreement for the new home.
7. All requests to Transfer On-Site will be reviewed and must be approved by each Village Community Manager.

**The rate of transfer compared to new move-ins is one transfer for every 5 new residents. In order to accommodate incoming families, on-site transfers may be suspended in times of very high demand.**

THE VILLAGES OF BENNING WELCOME CENTER:  
706.685.3939 • FAX: 706.685.8158 601 LUMPKIN  
STREET • FORT BENNING, GA 31905  
WWW.VILLAGESOFBENNING.COM

Note: Any moving cost associated with the resident-initiated transfer on-site will be the responsibility of the Service Member. The Service Member will be responsible for any cost associated with damage to the home exceeding normal wear and tear. The Community Manager will do a pre-move out inspection identifying the items that need to be taken care of prior to approving the TOS. Also, any deviation from this policy will require an Exception to Policy Form to be completed.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Pre-Move Out Inspection Date:**

**Estimated  
Charges:**

- TOS Fee (One Half Month's Rent): \_\_\_\_\_
- Turn Cost: \_\_\_\_\_
- Additional Charges: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Name Owner's Representative Printed

**Final Move Out Inspection Date:**

Charges Due: • TOS Fee (One Half Month's Rent):

\_\_\_\_\_

- Turn Cost: \_\_\_\_\_
- Additional Charges: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Name Owner's Representative Printed



ROOMMATE ADDENDUM

This document is an Addendum to the Lease Agreement dated \_\_\_\_\_ between Fort Benning Family Communities, LLC and \_\_\_\_\_ for the dwelling located at \_\_\_\_\_ Fort Benning, GA 31905.

The purpose of this Addendum is to add a new resident, or remove an existing resident who has already or will be moving out. Roommates are limited to two roommates per household.

1. ADDING A NEW RESIDENT: The person listed below may move into the home as a new resident under the Lease Agreement on \_\_\_\_\_ (date). The new resident accepts the home in the condition it was in at the time the original Lease Agreement was executed according to the move-in inventory form signed by the original residents. All residents will be responsible for damages, fees, and/or charges at the time of move-out, regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

Per Section 2A of the Lease Agreement, when a roommate is added or removed, the monthly rental rate shall be adjusted to equal the lesser of either the residents' total combined Basic Allowance for Housing, or the flat rental rate established for that area.

The new resident acknowledges that he/she has received a copy of the Lease Agreement, Resident Responsibility Guide, and all other applicable lease documents. The new resident accepts full responsibility and agrees to be bound by the Lease Agreement just as if he or she signed the agreement on the first day it was executed.

\_\_\_\_\_  
Name (First & Last)

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pre-Inspection Date

2. REMOVING AN EXISTING RESIDENT: The resident listed below \_\_\_\_\_ has already or \_\_\_\_\_ will vacate the premises as of \_\_\_\_\_ (date). The vacating resident has or will turn over all keys and access devices to the remaining residents. Upon move-out, the vacating resident may no longer reside in the dwelling and will be released from the obligation to perform under the Lease Agreement as of the date he/she actually vacates the premises. The remaining residents who are not vacating the premises will continue to be obligated to perform under the Lease Agreement. As of the date the vacating resident actually vacates the premises, the rental rate owed by the remaining resident will be adjusted to equal the lesser of either the flat rental rate established for that area, or the Base Allowance for Housing of the remaining Resident. If a new resident is added at the same time a resident vacates, then the rental rate shall be adjusted as provided

\_\_\_\_\_  
Name (First & Last)

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. REKEYING: Owner is not required to change or rekey locks when roommates are added or removed; but the new resident and remaining residents can request rekeying at their expense. New resident and remaining residents  do or  do not request that exterior door(s) be rekeyed when a vacating resident moves out. If requested, the rekeying charge will be \$\_\_\_\_\_.

4. EFFECTIVE DATE: This Addendum becomes effective when all of the following occur:

- When a resident vacates the premises, remaining resident(s) has executed this Addendum.
- When adding a new resident, new resident has completed and signed a rental application and executed this Addendum.
- Owner has approved the rental application of the new resident
- This Addendum is signed by all parties.



**5. SIGNATURES:**

*The parties, by their signature below, agree to be bound by this Addendum and, to the extent applicable, the Lease Agreement previously executed for this property as of the Effective Date*

\_\_\_\_\_  
Remaining Tenant

\_\_\_\_\_  
New Resident (if any)

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Vacating Resident (if any)

REVISED 5/5/2021

**THE VILLAGES OF BENNING**  
WELCOME CENTER: 706.685.3939 • FAX: 706.685.8158  
601 LUMPKIN STREET • FORT BENNING, GA 31905  
[WWW.VILLAGESOFBENNING.COM](http://WWW.VILLAGESOFBENNING.COM)

DRAFT



## MARKET RATE ADDENDUM – MILITARY

This addendum (this “**Addendum**”) is made this \_\_\_ day of \_\_\_, 20\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between **Fort Benning Family Communities, LLC (“Owner”)**, and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### **Owner and Tenant agree to the following amendments to the Lease:**

a. Section 2.B – Term. Section 2.B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. *Term. The initial term of Lease commences upon the Lease Commencement Date set forth in Box 4 of Schedule 1 and expires upon the Lease End Date set forth in Box 5 on Schedule 1 (the “Term”). Unless otherwise required by applicable law, either Party may terminate this Lease as of the expiration date (or if this Lease has renewed on a month-to-month basis as of the last day of the month), by giving written notice to the other Party in accordance with Schedule 1 and the Community Specific Addendum. In addition, Tenant may terminate this Lease prior to the expiration date in accordance with Section 10.G. below.*

*At least sixty (60) days prior to the end of the Term, Community Manager will inform Tenant of the various renewal options (if any). Alternatively, if Tenant does not want to extend or renew the Term, Tenant will provide at least sixty (60) days prior written notice before the end of the Term to Community Manager of Tenant’s intent to vacate the Premises. If Tenant and Community Manager agree on an option for another term, a new Lease will be executed by Tenant and Community Manager to reflect the option selected. If Community Manager fails to notify Tenant of renewal options, or if the Tenant and Community Manager do not agree on a renewal option, this Lease will automatically renew on a month-to-month basis, at an additional month-to-month fee to be determined by Owner, during which time Tenant may terminate at any time by providing at least sixty (60) days’ prior written notice to vacate. By initialing here, Tenant acknowledges that he/she has specifically reviewed and approved this automatic renewal provision.*

**Tenant’s Initials:** \_\_\_\_\_

b. Section 3.D – Furniture. A new Section 3.D is hereby added to the Lease as follows:

D. *Furniture. If the Premises is furnished at the time of move in, a Move-In/Move-Out Inspection Form (Schedule 5) reflecting the condition and inventory of the furnishings was provided to Tenant and is hereby incorporated by reference. Tenant is responsible for proper care and maintenance of all furnishings that are in the Premises at the time of move-in. At the final move-out inspection under Section 3.C, the condition of the furnishings will be compared to the conditions noted on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant’s written notice in accordance with Section 3.A. In accordance with Section 7.C. and 10.B(1), Tenant shall be responsible for any damages that are (i) not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by*



Tenant's written notice in accordance with Section 3.A. as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant, excluding ordinary wear and tear.

**The Premises IS / IS NOT (circle one) furnished at time of move-in.**

**Tenant's Initials:** \_\_\_\_\_

c. Section 4 – Rent. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

*[SELECT ONE OF 3 OPTIONS BELOW FOR SECTION 4.A]:*

A. \_\_\_\_\_ The monthly rent for the Premises (the "**Rent**") is \$\_\_\_\_\_, Payment of Rent will be made through an allotment/deduction from the Tenant's pay account to Owner. Rent is due on the calendar day identified in Box 7 on Schedule 1. If this Lease begins after the first day of the month, Tenant shall pay the prorated amount based upon 1/30th of the monthly Rent. Tenant shall pay the partial month Rent shown in Box 16 on Schedule 1 on the Payment Date in the following month.

*By signing this Lease, authorization is given to initiate and maintain an Allotment equal to the Rent pursuant to Section 4.B.*

A. \_\_\_\_\_ Tenant agrees to pay (the "**Rent**") \$\_\_\_\_\_, while Tenant is residing in the Premises with a Co-Tenant. Rent is due on the calendar day identified in Box 7 on Schedule 1. If this Lease begins after the first day of the month, Tenant shall pay the prorated amount based upon 1/30th of the monthly Rent. Tenant shall pay the partial month Rent shown in Box 16 on Schedule 1 on the Payment Date in the following month. If Tenant's Co-Tenant (the "**Current Co-Tenant**") terminates their Lease Agreement or provides notice of intent to terminate their Lease Agreement at any time prior to Tenant terminating this Lease, then Tenant may choose to (i) remain in the Premises as the sole tenant and pay full monthly Rent in the amount of \$\_\_\_\_\_ commencing on the first day of the month following the month in which the Current Co-Tenant vacates the Premises.

A. \_\_\_\_\_ Tenant agrees to pay \$\_\_\_\_\_ while the Tenant is residing in the Premises (the "**Rent**"). Rent is due on the calendar day identified in Box 7 on Schedule 1. If this Lease begins after the first day of the month, Tenant shall pay the prorated amount based upon 1/30th of the monthly Rent. Tenant shall pay the partial month Rent shown in Box 16 on Schedule 1 on the Payment Date in the following month. Tenant agrees that any sums received by the Owner or Community Manager from Tenant may be applied, at its sole discretion, in part or whole, to any obligation due under this Lease, despite contrary or conflicting directions, verbal or written, appearing with or on the remittance proffered by the Tenant. Tenant shall make all Rent payments, and any additional rent payments,



*in full. Payment or receipt of a rental payment of less than the amount stated in this Lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Owner's acceptance of a partial payment forfeit Owner's right to (i) collect the balance due on the account, (ii) send a notice of termination of tenancy and/or commence an eviction or other proceedings for a non-payment of rent, despite any endorsement, stipulation, or other statement on any check.*

- B. Unless otherwise provided for in the Community Specific Addendum or as otherwise provided in Section 4.A above, Rent shall be paid through (i) Unit Diary Entry Electronic Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) [KNOX] (Navy/Air Force/Army), or (iii) PeopleSoft (Coast Guard), if applicable (each, as applicable, a "**Rent Payment Service Option**"). If a Rent Payment Service Option is not applicable, Rent may be paid to Owner or its designated agent by payroll allotment/deduction (the "**Allotment**"). Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment will be payable by another means reasonably directed by Owner, which at Owner's option may include personal check, certified check, money order, automated clearing house or through other payment methods (e.g. online/website, smart device application), which alternate means may be changed from time to time with 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.*
- C. After the Premises is vacated, any refund due to Tenant will be made within thirty (30) calendar days of Owner's or Community Manager's receipt of the Allotment applicable to month of move-out or within the time period required by applicable law.*
- D. Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. Owner shall hold such security deposit in accordance with the terms in the Community Specific Addendum.*

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please consult with the Owner prior to signing.

**OWNER REPRESENTATIVE**

**TENANT**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## ADDENDUM FOR ADDITIONAL SERVICES PROVIDED

This addendum is incorporated into the Lease Agreement dated \_\_\_\_\_ between Fort Benning Family Communities, LLC (“Owner”) and \_\_\_\_\_ (“Tenant”) located at \_\_\_\_\_ Fort Benning, GA 31905 and is in addition to all terms and conditions in the Lease Agreement.

The Tenant agrees to pay Owner a monthly fee of \$ \_\_\_\_\_ on the 1<sup>st</sup> of each month for cable & internet services and home furnishings.

The Tenant will be charged for the full period of time that he/she was living in, occupying, or responsible for payment of rent at the above mentioned address.

The Owner is not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in services provided unless such loss or damages was the direct result of negligence by the Owner. Tenant releases the Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value due to such outages, interruptions or fluctuations.

An inventory of all provided cable & internet equipment and home furnishings will be conducted during the Move-In and Move-out inspection and included in the Tenant file as part of this addendum. The Tenant will be responsible for any damages that occur as a result of negligence by Tenant, or the Tenant’s family members, invitees, guests or pets minus normal wear and tear.

### **Y Cable and Internet Policies**

This Agreement governs the use of cable and internet (the “Service”) by all Re Tenants and Internet Users at Fort Benning Family Communities LLC.

In general, the Owner prohibits all uses and activities involving services that are illegal, infringe upon the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or Fort Benning Family Communities LLC Equipment, either individually or in combination in any of the following ways:

#### **Conduct and Information Restrictions**

- To accomplish any unlawful purpose, including but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory.
- That infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state, federal or non-U.S. law, order or regulation.
- To post, store, send, transmit or disseminate any information or material which a reasonable person could deem to be unlawful.
- To upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
- To transmit unsolicited bulk or commercial messages commonly known as “spam”.



- To send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service.
- To initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme.
- To participate in the collection of very large numbers of e-mail addresses, screen names or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity.
- To collect responses from unsolicited bulk messages.
- To falsify, alter, or remove message headers.
- To impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature or perform any other similar fraudulent activity (for example, “phishing”).
- To violate the rules, regulations or policies applicable to any network, server, computer database or website that you access.

### **Technical Restrictions**

- To access any other person’s computer or computer system, network, software or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access or probing the security of other hosts, networks or accounts without express permission to do so;
- To use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- To distribute programs that make unauthorized changes to software (cracks);
- To use or run dedicated, stand-alone equipment or servers that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing and proxy services and servers;
- To service, alter, modify or tamper with Fort Benning Family Communities LLC equipment or Service or permit any other person to do the same who is not authorized by Fort Benning Family Communities LLC
- To alter network and usage restrictions;
- To restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitted any information or software which contains a work, virus or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send or retrieve information;
- To restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge to the Service or any Villages of Benning (or Charter Communications host, server, backbone network, node or service, or otherwise cause a performance degradation to any Villages of Benning (or Charter Communications) facilities used to deliver the Service;



- To resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit); connect Villages of Benning equipment to any computer outside of your Premises;
- To interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges and attempts to “crash” a host; and
- To access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP Address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

Tenant acknowledges receipt of the Policy and agrees to refrain, and cause all invitees to refrain, from such prohibited uses. Tenant will be liable for all claims and damages, actions and/or inactions, as well as those of invitees and guests, resulting from a violation of this Policy. Owner reserves the right to charge back reasonable costs (including attorneys’ fees) incurred to trace violation of this Policy to Tenant and/or invitees of Tenant. **Illegal acts involving the use of cable and/or internet services may also be subject to prosecution by local, state or federal authorities.**

\_\_\_\_\_  
Tenant Date \_\_\_\_\_

\_\_\_\_\_  
Owner Representative Date \_\_\_\_\_



## CONSTRUCTION AND RELOCATION ADDENDUM

This addendum (this "Addendum") is made this \_\_\_\_ day of \_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the "Lease"), between **Fort Benning Family Communities, LLC** ("Owner"), and \_\_\_\_\_ ("Tenant") for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

1. **Construction.** The subject Premises are located within a military installation that is undergoing an extensive rehabilitation process, which will involve demolition of existing units and common areas and construction of new units and common areas. Construction is ongoing and Owner makes no warranty regarding the date of completion of such construction. The Residential Communities Initiative ("RCI") project is underway to re-build or renovate family housing for Fort Benning. Construction activities began February 1, 2006 and are scheduled to continue for a period of approximately 10 years. Your house may be replaced or renovated during \_\_\_\_\_ this \_\_\_\_\_ project. \*

We know how curious our residents are to review the progress of their new neighborhood as construction moves forward. We want you to know that residential construction sites are very dangerous places. Children can be particularly curious about these areas and wish to explore beyond the boundaries that have been released for occupancy. We are concerned for your safety. Please do not visit any construction areas that have not been released for occupancy. This applies to Any and All residents, dependents, pets, and visitors. ALL AREAS THAT HAVE NOT BEEN RELEASED FOR OCCUPANCY ARE OFF-LIMITS. Owner accepts NO liability for injuries suffered by you, your family members, pets or guest in any off-limits areas. Owner accepts NO liability for damage to any vehicle that has been driven into any off-limits area.

2. **Absence of Amenities, Community Services/Facilities.** The Lease and information provided to the Tenant regarding the property and the Community may refer to amenities, community services/facilities (collectively hereafter referred to as "amenities") that may be affected by the rehabilitation. Tenant is aware that certain amenities are being demolished and/or constructed and may not be accessible to Tenant until conclusion of their construction, or not at all. Such amenities include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking. Unless otherwise specified in writing in the Lease, Owner makes no representations or warranties regarding the availability of any amenities to Tenant.
3. **Construction Noise & Inconvenience.** Tenant acknowledges that construction may inconvenience the Tenant in the form of lack of access to amenities as specified above, utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms). Tenant agrees that the lack of amenities, the noise of construction, and the inconvenience associated with the construction shall not entitle Tenant to any offset to rental obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for rent relief, or any other claim, right, or remedy against Owner, including constructive eviction, stemming from the Owner-Tenant relationship.
4. **Lease Termination.** During the term of the Lease, Owner may terminate the Lease upon giving 45 days written notice to Tenant to vacate (hereafter referred to as "**Construction Termination**"). Construction Termination shall be at the sole option and discretion of the Owner; Tenant shall not have the right to give a Construction Termination notice.
5. **Assistance Provided to Tenant Upon Construction Termination.** If the Lease is terminated due solely to Construction Termination, Owner will provide Tenant with (1) personal property moving assistance and (2) relocation assistance, as set forth below.
  - A. **Personal Property Moving Assistance.** The Tenant shall move Tenant's personal property in accordance with the Construction Termination Moving Rules and Guidelines attached to this Addendum. The Construction Termination Moving Rules & Guidelines may be amended from time to time at Owner's sole discretion. Tenant may obtain copies of the current Construction Termination Moving Rules and Guidelines at the management office upon request. Owner reserves the right to deny personal property moving assistance or relocation assistance to Tenants who fail to comply with the Construction Termination Moving Rules and Guidelines then in effect.



Tenant is aware that the physical move of personal property is being handled by a moving company not affiliated with the Owner. Tenant agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to reimbursing the Tenant for verified costs incurred by Tenant during relocation in accordance with the Construction Termination Moving Rules and Guidelines attached to this Addendum. Tenant releases and discharges Owner and Community Manager from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Tenant arising from the personal property moving assistance.

B. **Relocation Assistance.** If the Lease is terminated due to Construction Termination, Owner agrees to assist Tenant's relocation by:

- (1) Providing Tenant with information about replacement housing available to Tenant within 1 commuting hour of the Premises location;
- (2) When Tenant delivers to Owner a copy of an executed lease for replacement housing (on terms mutually agreed upon between Tenant and the Owner of the replacement property), Owner agrees to pay for all of Tenant's phone, cable, gas and electric hookup costs for the replacement property. Owner shall not, however, be responsible for security deposits, if any, required by the utilities and/or the Owner of the replacement property unless otherwise agreed in writing between Tenant and Owner;
- (3) Tenants that have maintained a perfect rental payment history (i.e. paid on or prior to the second calendar day of the month, no outstanding balances) for a minimum of a six month period preceding the 45 day notice will be given priority at newly constructed housing over those Tenants who have been late on their rent, have an outstanding balance or have payments returned for non-sufficient funds (NSF) in their accounts (either by check or ACH). Upon such notice, qualifying Tenants who are not on an allotment system will be required to go on an allotment system or deliver to Owner the security deposit set forth in the Lease at their new residence if it is a PPV unit.

6. **Damages Caused by Relocation Delay.** Tenant is aware that Owner may have extremely tight construction deadlines to meet, and that any delay by Tenant in relocating could cause significant damage to Owner for which Tenant may be liable. These delay damages of up to \$50 per day are in addition to the daily rental value of the Premises and other damages recoverable by Owner from Tenant.

We have read and agree to the above.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER REPRESENTATIVE

\_\_\_\_\_  
Date



## CONSTRUCTION TERMINATION MOVING RULES & GUIDELINES

The Installation is undergoing an extensive renovation, which will involve demolition of existing units and common areas and construction of new units and common areas. These Construction Termination Moving Rules and Guidelines apply to Tenant moves necessitated by Owner's delivery of a Construction Termination notice to Tenant.

**Tenants: Please note that it is extremely important that Tenant meet Tenant's responsibilities under these Construction Termination Moving Rules and Guidelines. If Tenant fails to comply, Owner reserves the right to deny personal property moving assistance or relocation assistance to Tenant. Additionally, if Tenant fails to comply, and is unable to move in a timely fashion, Tenant may be responsible for \$50 per day in addition to the daily rental value of the Premises and other damages recoverable by Owner from Tenant.** Owner has extremely tight construction deadlines to meet, and any delay by Tenant in relocating could cause significant damage to Owner for which Tenant may be liable.

Tenant has the option to (i) perform a Do-It-Yourself (DIY) move or (ii) hire a moving company to assist in moving Tenant's personal property to Tenant's replacement housing on or before the date that is 45 days after Owner delivers a written Construction Termination notice to Tenant. Tenant shall incur the initial expense of any DIY move or any moving company and shall be reimbursed at the time of completion by the Community Manager. Approved reimbursements include, but are not limited to:

- Vehicle Rentals (including gas)
- Relocation material (boxes, packing material)
- Weight of household goods relocated

The Tenant must comply with the following in order receive reimbursement for the weight of the household goods that are relocated:

- The Tenant must weigh the empty vehicle(s) they are using for relocation in order to obtain a dry (empty) weight of the vehicle(s). This is utilized as a baseline to gauge the exact amount of weight moved by the Tenant.
- The Tenant must weigh the vehicle(s) each time it is fully packed in transit between their old residence and new residences. This is necessary to calculate the weight of each load and obtain the total weight of the goods moved once the relocation is complete.
- The only way to verify the weights is for the Tenant to submit a weigh slips from a DOT approved weigh station. The weigh slips can be turned into The Villages of Benning Management Office for approval for reimbursement.

There are also additional expenses incurred during the relocation process which may be eligible for reimbursement. These include, but are not limited to, the following:

- Appliance power plug adapters
- Packing Materials

The only way to verify costs incurred during relocation for reimbursement is for the Tenant to provide itemized receipts for all costs which the Tenant is submitting for reimbursement. All reimbursements are subject to review and approval or denial. Once the reimbursement is approved the Tenant will receive a reimbursement check within 45 days of the approval.

For additional questions, contact the The Villages of Benning Management Office at the phone number provided on Page 1 of the Lease.





## SATELLITE DISH & ANTENNA ADDENDUM

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 (the “**Lease**”), between **Fort Benning Family Communities, LLC** (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern

Under a Federal Communications Commission (FCC) order, Tenant has a limited right to install a satellite dish or receiving antenna on the Premises. Owner discourages the use of satellite dishes. If you feel it is absolutely necessary to have a dish, you must get prior written permission from Owner. If Tenant installs a satellite dish without obtaining prior written permission, Owner will be forced to have it removed and Tenant will be responsible for the cost to remove the dish and will be charged for any damage done to the Premises. Owner may impose reasonable restrictions relating to installation. Tenant is required to comply with the following restrictions as a condition to installing such equipment:

**Number & Size:** Tenant may only install one satellite dish or receiving antenna within the Premises. A satellite dish may not exceed 39 inches (1 meter) in diameter, except in Alaska, where any size is permitted, subject to local law or regulations. An antenna or dish may receive but not transmit signals.

**Location:** Location of the satellite dish or antenna is limited to (a) inside the Premises, or (b) in an area outside the Premises such as a balcony, patio, yard, etc. of which Tenant has exclusive use pursuant to the Lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Tenant for Tenant’s exclusive use. Existing satellite dishes previously approved by the prior landlord (Installation) shall be permitted to remain in place.

**Safety & Non-Interference:** Tenant’s installation: (a) must comply with reasonable safety standards; (b) may not interfere with the Premises' cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to the Premises' telecommunications systems; and (d) may not be connected to the electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies WITHIN the Premises (such as a balcony or patio railing); or (3) any other method approved by Owner. No other methods are allowed. Owner may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not unreasonably impair reception.

**Signal Transmission from Exterior Dish or Antenna to Interior of Dwelling:** Under the FCC order, Tenant may not damage or alter the Premises and may not drill holes through outside walls, door jams, windowsills, balcony railings, etc. If Tenant’s satellite dish or antenna is installed outside Tenant’s living area (on a balcony, patio, or yard of which Tenant has exclusive use under the Lease, signals received by Tenant’s satellite dish or antenna may be transmitted to the interior of the Premises only by: (1) running a "flat" cable under a door jamb or windowsill in a manner that does not physically alter the Premises and does not interfere with the proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by Owner.

**Workmanship:** For safety purposes, Tenant must obtain Owner approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public



liability insurance. Owner approval will not be reasonably withheld. Tenant must obtain any permits required by the applicable local ordinance for the installation and comply with any applicable local ordinances.

**Maintenance:** Tenant will have the sole responsibility for maintaining Tenant’s satellite dish or antenna and all related equipment. Owner may temporarily remove the satellite dish or antenna if necessary to make repairs to the Premises.

**Removal & Damages:** Tenant must remove the satellite dish or antenna and all related equipment when Tenant moves out of the dwelling. Tenant must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of Tenant’s satellite dish, antenna, or related equipment.

**Indemnity:** Tenant is fully responsible for the satellite dish or antenna and related equipment. Except to the extent liability is imposed on Owner or Agent by law, Tenant agrees to defend, indemnify and hold harmless Owner and Agent from any claims by others relating to Tenant’s satellite dish or antenna. Owner may request an additional security deposit as a condition to approving the new installation of Tenant’s satellite dish or antenna.

**When You may Begin Installation:** Tenant may start installation of his/her satellite dish or antenna only after Tenant has:

1. Signed this Addendum;
2. Provided a copy of this addendum to the person or company that will do the installation and such person or company has also signed this addendum;
2. Paid Owner the additional security deposit (if applicable); and
3. Received written approval of the installation materials and the person or company who will do the installation by Owner.

Tenant understands and agrees to abide by the terms above of this Satellite Dish & Antenna Addendum.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
OWNER REPRESENTATIVE

INSTALLER:  
\_\_\_\_\_

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

Company Name: \_\_\_\_\_



## COMMUNITY SPECIFIC ADDENDUM - GEORGIA

This Community Specific Addendum shall serve as an Addendum to that certain MHPI Military Member Lease Agreement (the “Lease”) dated as of \_\_\_\_\_, 20 (the “Effective Date”), between [INSERT NAME OF TENANT(S)] (“Tenant”) and Fort Benning Family Communities, LLC (“Owner”), regarding property located at \_\_\_\_\_ (the “Premises”). Any capitalized terms used herein but not defined shall have the meaning set forth in the Lease. This Community Specific Addendum shall be dated as of the Effective Date. The Tenant and Owner hereby agree as follows:

1. Term (Section 2):

**Term.**  (If checked) Paragraph 2B of the Lease is amended to include the following language: **After the Lease End Date, this Lease will continue on a month-to-month basis until terminated as specified elsewhere in the Lease**

2. Move-in / Move-Out Inspection (Sections 3.A and 3.C):

There are no modifications to Section 3.A or 3.C of the Lease.

3. Abandoned Personal Property (Section 3.B):

Section 3.B of the Lease is hereby amended to include the following after the last sentence of the second paragraph: With respect to any personal property abandoned by Tenant, the Owner must obtain a court order for a Writ of Possession as provided for in O.C.G.A. §44-7-50 and O.C.G.A. §44-7-55.

4. Rent (Section 4):

Section 4.A of the Lease is amended to include the following:

The monthly rental rate for Military Members for the premises shall be equal to either the military Tenant’s Basic Allowance for Housing with dependents (BAH/WD) or in the case of military without dependents the Basic Allowance for Housing without dependents. The monthly rental rate for civilians and retirees or any will be based on the market rate as set by Fort Benning Family Communities, LLC. Payment will be made through an allotment from Tenant s’ pay accounts as provided in the Tenant Lease Agreement. The allotment will be increased/decreased when increases/decreases occur to a Tenant’s BAH rate (i.e. promotion, demotion, etc.) or at the completion of the lease for retirees and civilian Tenant s. The military Tenant shall notify Fort Benning Family Communities, LLC within fourteen (14) days of any changes in his/her family status, military status, or pay grade.





In the instance of a married military couple living together, the monthly rent will be equal to the BAH/WD of the senior ranking active-duty individual. If a non-active military spouse of a higher rank is activated for a period of six months or more that spouse will be considered the senior ranking active individual and the rent will be increased accordingly for the duration of the activation period.

Rent will be pro-rated based on a partial month occupancy at move-in. If Fort Benning Family Communities, LLC, is unable to collect via an allotment for the pro-rated rent, it must be paid by certified check, cashier's check, money order, or debit/credit card at The Villages of Benning office at the time of move-in. On a case-by-case basis, economic hardship for a family may be accommodated by Fort Benning Family Communities, LLC, arranging for extended payments (up to three months) to satisfy the initial prorated rental amount.

Rent will be pro-rated at move-out. If Fort Benning Family Communities, LLC is unable to set up the allotment for the pro-rated rent, it must be paid by certified check, cashier's check, money order, or debit/credit card at The Villages of Benning office on the first business day of the month that the Tenant is vacating. Any refunds will be paid to the Tenant within thirty (30) days.

Occupants who are not eligible for an allotment payment such as, foreign students, etc. will be afforded the opportunity to pay rent with a certified check, cashier's check, money order, or debit/credit card at the beginning of every month.

A Tenant's BAH is not attributable to the post until the military person has officially signed in to post. This arrival registration must be completed before a family will be offered an on-post home.

As a condition of housing, military personnel must ensure that their BAH allotment is activated for Fort Benning Family Communities, LLC before they will be eligible to move into a home. In the instance of deferred travel, the family must join the military member within thirty (30) days of initial move-in date.

5. Security Deposit (Section 4.D):
6. Section 4.D of the Lease is amended by adding the following to the end of paragraph: Any security deposit shall be deposited in an escrow account established only for that purpose in any bank or lending institution subject to regulation by the State of Georgia or any agency of the United States government. The security deposit shall be held in trust for the Tenant by the Owner. The Tenant shall be informed in writing of the location of the escrow account. As an alternative to the requirement that security deposits be placed in escrow as provided in O.C.G.A. §44-7-31 aforementioned, the Owner may post and maintain an effective surety bond with the clerk of the superior court in the county in which the dwelling unit is located as provided in O.C.G.A. § 44-7-32. Fees (Section 5):

**Other Fees:** Tenant will incur a \$30.00, whichever is greater, plus the amount of any fees charged to the check holder's bank or financial institution for any dishonored check as provided in O.C.G.A. §13-6-15.

7. Right to Relocate (Section 8):

Section 8.D.2 is amended to add clarification to the criteria and process for relocating:

A tenant may request to transfer to another home based on the following criteria:

- Change in family status - bedroom requirement
- Change in rank that qualifies for a different designated Neighborhood
- Families requiring special accommodations, such as those with members in the EFMP

The transfer to other housing will be completed based on the following criteria:

- Adequate availability of housing
- The house the Tenant is transferring from has been reasonably cared for
- Rent and utilities must be current, and any damage charges must be paid
- Refer to the Site-Specific Transfer Policy for fees, and additional information
- 

All incoming Tenant s will have housing placement priority over any transfer unless an emergency situation exists.

The move will be at the Tenant's expense. Ten working days will be given from the date the Tenant takes possession of the new residence to move and clear the old residence with a satisfactory inspection.

If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for Exception to Policy for retention of the Premises to The Villages of Benning within fifteen (15) days of the change in status. The Villages of Benning may approve or deny the retention request. If retention is denied by The Villages of Benning, then Tenant and all Occupants must vacate the Premises within thirty (30) days from receipt of denial. If retention is approved:

- i. The determination of Rent shall be in accordance with this Agreement. If Tenant is still receiving BAH, then Rent shall continue to be paid by allotment.
- ii. If Tenant is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.

- iii. All other terms and conditions of this Agreement shall remain in full force and effect.

If any change of status or condition of Tenant would cause Tenant to vacate but a non-eligible adult Occupant desires to remain in the Premises, then Tenant must submit a request for such Occupant to retain the Premises to the The Villages of Benning within fifteen (15) days of the change in Tenant's status. The Villages of Benning may approve or deny the retention request. If retention is denied by The Villages of Benning, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- i. The amount of Rent will be the same amount that Tenant was paying at the time of the change of status or condition that caused Tenant to vacate, subject to adjustment in accordance with this Lease.
- ii. All Rent will be paid by the adult Occupant directly to Owner when due.
- iii. All other terms and conditions of this Lease shall remain in full force and effect.
- iv. See Resident Responsibility Guide for all details and process.

8. Informal Dispute Resolution Process (Section 9):

Section 9 is amended to add the preliminary dispute resolution process:

As a valued Tenant of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

- (1) Submit a complaint in writing to the Community Director: To initiate the preliminary dispute resolution process, you must:
  - (i) Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.
  - (ii) Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for

inspection or repairs, providing additional documentation, or answering questions about your complaint.

- (iii) Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.
- (2) Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:
- (i) Make a written request to your Community Director that your complaint be elevated to the Regional Representative.
  - (ii) Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.
  - (iii) Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the MHO. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above before pursuing the informal dispute resolution process through the MHO. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the MHO, does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease, which will be provided upon request.

9. Liability Insurance (Section 10.B):

Owner requires all Tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability and \$25,000 personal property per occurrence (the "**Minimum Required Insurance**"). Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and, Tenant must continue to provide evidence of coverage throughout the term hereof.

If Tenant fails to obtain and maintain liability insurance as required by this paragraph, Tenant will be in violation of Tenant's obligations under this Lease. In such event, Owner will send a written notice to Tenant demanding that Tenant cure the violation by procuring the insurance and supplying evidence of coverage to Owner. If Tenant fails to supply evidence of such insurance to Owner on or before the date set forth in the notice,

Owner reserves the right to procure liability only insurance coverage on Tenant's behalf, and to charge Tenant for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$35.00 Tenant agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs Owner will incur as a result of procuring the liability insurance coverage for Tenant. The premium payment made by Owner on Tenant's behalf, and the administrative fee Owner charges to procure the insurance for Tenant, will be considered additional rent. If Tenant fails to pay for the liability insurance and/or Tenant allows the expiration or cancellation of any liability insurance policy during Tenant's tenancy, without substitute insurance being put in place, this will be considered a default under this Lease.

Tenant hereby agrees to pay the \$35 Agreement violation fee to cover all costs and administrative expenses associated with purchasing the insurance coverage for each month that Tenant fails to maintain Renter's Insurance.

#### 10. Termination by Tenant

Paragraph 10G.1(ii) is amended as follows: Additionally, service members on active duty or that person's immediate family may terminate this rental agreement in compliance with O.C.G.A. §44-7-22, if qualified, by providing thirty days written notice and a copy of the proof of assignment in change of duty orders via a copy of the official military orders or written verification signed by the servicemember's commanding officer to the Owner. The service member is liable for rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by terms of the rental agreement. The service member is not liable for any other rent or damages due to the early termination of the tenancy as provided in O.C.G.A. §44-7-22. Notwithstanding any provision of law to the contrary, , if a service member terminates the rental agreement under O.C.G.A. §44-7-22, 14 or more days prior to occupancy, no damages or penalties of any kind shall be assessed to .

Pursuant to O.C.G.A. §44-7-23, a Tenant may terminate his or her residential rental or lease agreement for real estate effective 30 days after providing the Owner with a written notice of termination when a civil family violence order or criminal family violence order has been issued:

- (1) Protecting such Tenant or his or her minor child; or
- (2) Protecting such Tenant when he or she is a joint Tenant, or his or her minor child, even when such protected Tenant had no obligation to pay rent to the Owner.

Pursuant to O.C.G.A. §O.C.G.A.44-7-37, if a person on active duty enters a residential lease of property for occupancy by that person or that person's immediate family member and subsequently receives permanent change of station orders or temporary duty orders

for a period in excess of three months, any liability of that person for rent under the lease may not exceed: (1) thirty days' rent after written notice and proof of the assignment are given to the owner; and (2) the cost of repairing damage to the premises caused by an act or omission of the Tenant.

11. Early Termination Fee (Section 10.G.4):

Except as provided in Section 10.G.1, Section 10.G.2, and Section 10.G.3 above, if Tenant intends to terminate this Lease prior to the expiration date of this Lease term (Box 5 on Schedule 1), Tenant must submit a request in writing. Except as otherwise expressly provided herein or as otherwise provided under applicable law, Tenant will be subject to an Early Termination Fee up to one month's rent together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease.

12. Notices (Section 10P):

Owner: All notices to be directed to address in Box 13 on Schedule 1.

Tenant: All notices to be directed to address in Box 2 on Schedule 1 and Tenant's email address: \_\_\_\_\_.

13. Miscellaneous

- a. The Lease is amended by adding the following as Section 10.T:

**Flood Disclosure.** O.C.G.A. §44-7-20 requires that the Owner disclose to potential Tenant material adverse physical conditions on the property, including the propensity to flood.

The statement below does / does not apply to the property described as:

The Premises has a propensity of flooding; that is, the Premises, or some portion of the living space, which will be covered by the rental agreement, has been damaged by seepage of water or flooding at least 3 times during the five-year period immediately preceding the date of this Lease. (Flooding is defined as the inundation of a portion of the living space or basement covered by the lease that was caused by an increased level in an established water source such as a river, stream, or drainage ditch, or as ponding of water at or near the point where heavy or excessive rain fell.)

- b. The Lease is amended by adding the following as Section 10.U:



**Bed bugs.** The requirement in Georgia is for the Owner to repair upon notice. Please report suspected bed bug infestations to us by contacting the leasing office (if any) or the property manager identified on the first page of this Lease.

- c. The Lease is amended by adding the following as Section 10.V:

**Registered Sex Offenders Notice.** Pursuant to O.C.G.A. § 42-1-12, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Georgia Bureau of Investigations at [www.gbi.georgia.gov](http://www.gbi.georgia.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

14. Keys and Locks.

- a. Keys and Locks: The Tenant hereby acknowledges receipt of \_\_\_\_\_ house keys, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ Community Cards, and \_\_\_\_\_ garage door openers for the Premises. Locks may not be changed or added without the written permission of the Owner. If permission is granted, the Tenant shall promptly furnish the Owner with a key to each lock, without charge to the Owner, and the lock shall remain when the Tenant vacates the Premises. Tenant s will be charged a replacement fee of \$25.00 for each lost key, \$25.00 for each lost Community Center card and \$50.00 for each lost or damaged garage door opener. All keys and garage door openers shall be turned in to the Owner by the earlier of twenty-four (24) hours after vacating the Premises or the move-out inspection.

15. Tenant and Owner acknowledge and agree that the terms of this Community Specific Addendum shall control in the event of a conflict between this Community Specific Addendum and the Lease. As amended by this Community Specific Addendum, the Lease is hereby ratified and shall continue in full force and effect in accordance with its terms.

The parties have executed this Community Specific Addendum to Lease, intending to be legally bound by the terms set forth herein, as of the Effective Date.

Signature Page Follows



**TENANT:**

\_\_\_\_\_

Name:

**OWNER REPRESENTATIVE:**

\_\_\_\_\_

By:

Name:

Title:

DRAFT





**Renter’s Insurance and Personal Property Addendum**

This Renter’s Insurance and Personal Property Addendum (“Addendum”) dated \_\_\_\_\_, 20\_\_ is attached to and made a part of the Lease Agreement (“Agreement”) dated \_\_\_\_\_, 20\_\_ by and between Owner and Tenant for address \_\_\_\_\_ (the “Premises”) in Fort Benning, GA.

Tenant agrees that the Owner property managers, and employees are not liable for any personal injury or personal property belonging to the tenant(s) or guests that may be damaged or stolen while located on the Premises, including, but not limited to damages from fire, theft, flood, pipe leaks, interruption of utilities, vandalism, maintenance or mechanical failure, as long as the Owner, property managers and employees did not cause such personal injury or personal property damage.

Renters Insurance is a requirement for occupancy at the Villages of Benning. All residents are required to obtain and furnish The Villages of Benning with evidence of Renter’s Insurance.

**THE OWNER STRONGLY RECOMMENDS THAT ALL TENANTS CONSULT THEIR INSURANCE AGENT AND PURCHASE APPROPRIATE RENTER’S INSURANCE COVERAGE FOR FIRE, THEFT, AND PERSONAL PROPERTY DAMAGE, EVEN IF RENTER’S INSURANCE IS PROVIDED UNDER THE TERMS AND CONDITIONS OF ¶ 19 OF THE LEASE AGREEMENT.**

Renter’s insurance provides you with coverage for loss, damage or destruction of your property. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for damage of the property of others, including the Owner’s property. Similarly, if a guest were to have an accident in your residence, you could be personally responsible for the guest’s injuries.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please contact your Community Management Office.

I have read and understood this Addendum.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Date



### Utility Conservation Program Addendum to Lease Agreement

THIS UTILITY CONSERVATION PROGRAM ADDENDUM is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Fort Benning Family Communities, LLC (“Owner”) and \_\_\_\_\_, (“Tenant”), (collectively hereinafter “Parties”). This Utility Conservation Program Addendum is considered part of the Lease Agreement between Fort Benning Family Communities, LLC and the Tenant. The Parties, in consideration of their mutual promises, agree as follows:

Pursuant to the utility conservation program mandated by the Department of Defense (“DOD”) and supported by Congress, Fort Benning Family Communities, LLC will be facilitating the administration of the program. This effort is designed to promote conservation of natural resources and reduce utility consumption. The details outlined below are as of the date of this Addendum and are subject to change with notice from Owner to Tenant and approval of DOD.

It is understood that a utilities consumption baseline (“Utility Baseline”) is established for all homes based on criteria that includes the square footage, age, type of construction and number of bedrooms. The Utility Baseline is a reasonable average of the cost of electricity for a particular home. In most cases, the Resident’s Basic Allowance for Housing (“BAH”) or Rent will cover the cost of their monthly utilities for electricity and natural gas. However, Residents who conserve energy, which result in their monthly consumption falling below the Utility Baseline, may be entitled to receive a rebate or credit. Those Residents who exceed the Utility Baseline may be responsible to pay the difference between the cost of their consumption and the baseline.

Baseline averages for profiles of similar units are adjusted monthly and therefore account for seasonal changes that affect utility consumption.

The monthly statement will include the established baseline cost and the cost of the Resident’s consumption. Resident will receive a credit if consumption is below the Utility Baseline or owe a debit if consumption is above the Utility Baseline. A bill will be issued to the Resident once the outstanding balance due is greater than twenty-five dollars (\$25). Rebates will be issued to the Resident once the energy conservation savings are greater than twenty-five dollars (\$25). If the bill or rebate is less than \$25, the amount will carry over to the next month.

It is further understood that any amount due by the Resident as a result of consumption exceeding the monthly baseline, is to be paid on or before the due date indicated on the monthly statement. Should the payment not be received by the due date, the Resident’s BAH or Rent will automatically be applied to the outstanding utility balance, causing the payment for rent to fall short of the amount due. Resident will also be assessed a \$10 late fee to cover the expense of processing late payment. All BAH or Rent will be applied first to utilities and then to rent. Accounts with balances due for outstanding rent may result in possible eviction proceedings.

The Resident’s bill for Utilities shall be calculated as follows:

Each Resident’s unit is equipped with a submeter. Electric bills shall be Resident’s proportionate share of the master metered or unmetered utility provider bill(s). Resident bill for Electricity shall be based on either an estimated or actual reading as recorded by the dwelling unit submeter. Electricity shall be calculated at the DPW/DOD rate at the time of consumption and as indicated herein. Resident may receive an estimated bill for Electricity, and Resident acknowledges that estimated Electricity will be reconciled on future billings. Resident



acknowledges, that upon correction of an estimated bill for Electricity it is learned that the bill overstated charges; Resident shall be entitled to an account credit reflecting the overstated charges. It is further agreed that upon correction of an estimated bill for Electricity it is learned that the bill understated charges; Resident shall be responsible for such underpayment during that billing period.

Resident bill for Electricity shall include the DPW/DOD rate per kwh and calculated as follows: the master metered or unmetered utility provider's total monthly charges for Electric service (less dwelling unit base charges or customer service charges if applicable), divided by the total monthly Electricity consumption measured by the utility provider, multiplied by the Resident's total monthly consumption as recorded by the dwelling unit submeter.

Resident hereby understands and agrees to pay administrative fees including but not limited to the following: Stop Payment Fee \$5.00 per incident, Returned Check Fee \$25.00 incident and Late Fee of \$5.00 per incident. Resident hereby understands and agrees that payment for the Utility bill shall be 16 days from the date it is postmarked or hand delivered to Resident. Resident agrees to mail or deliver payment to the place indicated so that payment is received no later than the date specified on the Utility bill.

If you question or dispute the amount being credited or debited against your account, then the following procedure will apply:

The Resident may submit a letter to the Community Manager requesting an appeal. Should no resolution satisfactory to the Resident be reached, the Resident may request the involvement of the Housing Services Office (HSO). The decision of the HSO is final unless the Resident seeks binding arbitration in accordance the Universal Lease Dispute Resolution Process.

**Tenant(s)**

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

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

**Owner Representative**

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

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

Title: Authorized Representative

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

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



## PET ADDENDUM

**THIS PET ADDENDUM** (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Lease**”), between **Fort Benning Family Communities, LLC** (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### **GENERAL**

**The Villages of Benning** (the “**Community**”) recognizes the importance of pets to residents. Pet ownership is a privilege that will be extended to all residents of the Community on the terms and conditions set forth in this Addendum. Tenant must complete this Addendum at move-in, regardless if Tenant owns and/or intends to house a pet within the Premises, and shall immediately update or re-execute this Addendum upon acquiring a new pet (that is approved by the Owner).

Service animals and assistance animals are **not** considered pets subject to this Addendum. Residents of the Community that own service animals or assistance animals and are requesting such service animals or assistance animals be kept within such resident’s unit/housing and otherwise be allowed within the Community shall request from and submit to Owner a *Service Animal or Assistance Animal Request Addendum* (Addendum to the Lease) for Owner’s review in accordance with such Addendum. Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of Tenant to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

### **PET POLICY AND RESTRICTIONS**

Tenant agrees to comply with the following rules, regulations and restrictions, which may be changed by Owner from time to time in Owner’s sole discretion and upon written notice to Tenant:

1. Owner must approve all pets and all required documents are to be on file (including evidence that such pets are vaccinated, registered, licensed and micro-chipped in accordance with applicable State and local laws) **prior** to such pets entering the Community. No “visitor” pets are permitted without Owner approval.
2. [Except as otherwise provided in the Community Guidelines & Policies], no more than **two (2)** pets per household are allowed at any given time.
3. Tenant must pay a **refundable** pet deposit of [**\$ 250 .00**] per pet to keep a permitted pet within the Premises, which pet deposit shall be returned to Tenant at the expiration or termination of the Lease provided that Tenant is not in default of the Lease and no damages were caused by such pets (whether to the Premises, the Community, or other residents or animals of the Community). The pet deposit for any pet(s) under this Pet Addendum does not limit the Resident’s liability for damages, cleaning, deodorizing, flea removal, replacement and/or personal injuries as herein further specified. The Resident’s liability applies to carpets, doors, walls, drapes, window screens, furniture, appliances, and any other part of the dwelling unit, landscaping or other improvements to The Villages of Benning property. Resident shall be liable for the entire amount of any injury to the person or property of others caused by such pet.



4. Tenant is fully responsible for the conduct and actions of their pets at all times and, among other things, the full restitution for damages to yards, homes, property, etc., and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their pet(s). Such damages are **not** covered by the pet deposit .
5. Tenant is responsible for paying for any damages caused by their noncompliance with the provisions of this Addendum and the charges imposed by the Community to repair the damages associated therewith.
6. Tenant's failure to permanently remove the pet as provided herein or failure to comply with all other terms of this Addendum shall constitute a default permitting termination of the Lease.
7. Tenant must notify The Villages of Benning within five (5) days of acquiring a pet and shall re-execute or update this Addendum accordingly.
8. All pets must be registered by Tenant at the base veterinarian treatment facility (if such a facility exists at the base) within five (5) working days of occupying a housing unit or acquiring a pet. Proof of Base verification must be provided to The Villages of Benning Management Office. It is the Tenant's responsibility to provide The Villages of Benning with a certified breed determination documentation to comply with The Villages of Benning breed restriction policy.
9. Tenant is responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Tenant must pick up and properly dispose of animal waste and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of this Addendum for Tenant to simply "turn out" their pet and recall it at their convenience.
10. Pets must be "on leash" at all times when outside the fenced area of the housing unit. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard if unattended. Pet food shall not be kept outside, as it will attract vermin and pests.
11. Tenant must keep his or her pet(s) kenneled or contained upon the Owner's access to the Premises for inspections, maintenance and showings.
12. Tenant is required to (a) provide care, feeding, and supervision of their pets, (b) control their pets at all times, (c) pay for damages caused by their pets, (d) maintain the good health of their pets and (e) maintain flea and odor control of their pets.
13. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
14. Pets of vicious or dangerous disposition shall **not be permitted** within the Community for any reason whatsoever. No pets with a history of aggressive, threatening or violent behavior will be allowed.
15. The breeding of animals or operation of a commercial kennel within the Premises or anywhere else within the Community is strictly prohibited.
16. Tenant shall insure that Tenant's pets do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
17. If, in Owner's sole and reasonable discretion, that Tenant's pet constitutes a threat to the health or safety of other residents or animals of other residents or otherwise creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident or animals of



other residents, Tenant shall permanently remove such pet from the Community within five (5) days after written request by Owner. Should Tenant feel that such request is unreasonable or without basis, Tenant may request a meeting with the Owner to discuss the removal request. Tenant is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the offending animal shall be made by the Owner (in good faith) after reasonable discussion with Tenant and evaluation of all of the pertinent evidence. Tenant’s failure to correct the situation as required by Owner, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal, waiver of Tenant’s right to dispute such removal or termination of Tenant’s tenancy at the Community.

18. Tenant shall indemnify, defend and hold harmless Owner and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys’ fees, costs and expenses, arising from damage or injury to any person, animal or property caused by Tenant’s pets or Tenant’s non-compliance with this Addendum.
19. The following animals are **not** allowed in the Community or to be kept by residents in their individual unit/housing in the Community at any time:

<b>Dogs of the following “restricted breeds” (to include any dog with a mix of any such breeds)*:</b>	Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinschers, Chows, and wolf hybrids.
<b>Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:</b>	Unprovoked barking, growling, or snarling when people approach; aggressively running along fence lines (if applicable) when people are present; biting or scratching people or other animals; or escaping confinement or restrictions to chase people.
<b>Reptiles and fish:</b>	Ex: Snake, lizard, turtle, tortoise, crocodile, alligator, iguana, komodo dragon, newt, gecko, gila monster, electric eels, piranhas, pufferfish, and sharks.
<b>Arachnids:</b>	Ex: Spider, scorpion.
<b>Rodents (other than hamsters and guinea pigs):</b>	Ex: Mice, rat, gerbil, mole, beaver, squirrel, porcupine, chipmunk, prairie dog, groundhog, gopher, shrew, bat, hedgehog, raccoon, and skunk.
<b>Wild or exotic animals:</b>	Ex: Fisher cat, fox, weasel, raccoon, monkey, Ferret, chinchilla, jackal, coyote, wolf, skunks.
<b>Farm animals:</b>	Ex: Pig, horse, cow, chicken, sheep, goat, and geese.
<b>Birds of prey:</b>	Ex: Hawk, eagle, buzzard, vulture, owl, falcon, harrier, kite.

*\*Notwithstanding anything contained herein to the contrary, the “restricted breed” restriction above shall not apply to a (i) certified military working dog that is being boarded by its handler/trainer and approval is obtained by the Installation Commander in writing or (ii) service animal or assistance animal that is registered with the Owner. In addition, whether a pet is a “restricted breed” or mix of any of the “restricted breeds” shall be determined in the reasonable discretion of the Owner. In the case of a dispute concerning the Owner’s determination of whether a pet is a “restricted breed” or mix thereof, a local qualified veterinarian selected by the Owner shall make such determination, which determination shall be final and conclusive. Any costs associated with the veterinarian’s determination shall be borne by the disputing resident.*



20. The privilege of keeping a pet in the Community may be revoked and/or a warning issued if a pet is determined to be a nuisance. A nuisance is any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency or obstructs reasonable or comfortable use of property. An animal may be considered a nuisance if it, among other things, (a) habitually or repeatedly barks in a manner that disturbs others, (b) interferes or obstructs persons engaging in exercise or physical activity, (c) defecates on the lawn of a home not occupied by its owner, or (d) habitually violates the leash requirement.
21. If Tenant witnesses or has actual knowledge of any incident involving the aggressive behavior (or any other behavior or actions that would constitute a violation of the Community rules and regulations or a nuisance) of any animal(s), permitted pet(s) or service or assistance animal(s) in the Community, Tenant shall promptly report such incident to Owner by contacting The Villages of Benning . Tenant shall provide Owner with all reasonably requested information including, without limitation, the date, time, and location of the reported behavior, essential facts of the incident (including any potential provocation and the specific behaviors exhibited), the breed and type of the offending animal, any witnesses and their corresponding contact information, and Tenant's contact information.
22. **BASE RULES ACKNOWLEDGMENT** Tenant agrees that the rules, procedures, and requirements in this Addendum are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding animals or pets and/or any related accommodation requests ("**Base Rules**"), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant's sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant's compliance with the Base Rules is an independent obligation from Tenant's compliance with this Addendum, (c) any and all rights granted to Tenant under this Addendum, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant under this Addendum that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Addendum, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.



**PET REGISTRATION INFORMATION**

Tenant hereby represents and warrants that the information below is true and accurate. **Owner must be notified of significant changes to the below information.**

**Pet #1 Information**

Pet Name: \_\_\_\_\_  
Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

**Pet #2 Information**

Pet Name: \_\_\_\_\_  
Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

**Veterinarian Information**

Veterinarian Name: \_\_\_\_\_  
Veterinarian Contact Information: \_\_\_\_\_  
Emergency Contact Information: \_\_\_\_\_

**Photo**

A photo of each pet **must be** provided with this Addendum for the file.

**Licenses**

All pets should be licensed and/or registered in accordance with all applicable State and local laws. Copies of such licenses **must be** provided with this Addendum for the file. Tenant shall comply with all municipal, city or county codes regarding pet ownership.

**Vaccinations and Inoculations**

Documentation from a qualified veterinarian indicating each pet has met all vaccination and inoculation requirements in your area **must be** provided with this Addendum for the file. The documentation should indicate the types of vaccinations and inoculations received and the dates when received. Tenant hereby represents and warrants that the above-described pet(s) has been properly licensed and inoculated and agrees to furnish Owner with evidence thereof.

**FAILURE TO COMPLY**

Tenant's failure to comply with the terms and provisions of this Addendum (including, without limitation, the removal of an offending animal) or violation of any representation or assurance contained in this Addendum shall constitute a default permitting termination of the Lease.

**ACKNOWLEDGEMENT**





Please initial **one (1)** of the following statements:

\_\_\_\_\_ Tenant acknowledges the she or he **does not own a pet**. Tenant acknowledges that no animal or pet of any kind may be kept within the Premises or otherwise be kept in the Community by Tenant or his or her guest without the prior written consent of the Owner. Tenant also acknowledges that if he or she obtains permission at a future date to keep a pet, Tenant agrees to abide by all of the requirements of this Addendum.

**OR**

\_\_\_\_\_ It is agreed between Tenant and Owner that for the privilege of maintaining the above identified pet(s) within the Premises that the amount of **\$ 250.00 per pet** will be paid as a refundable pet deposit. Tenant agrees to abide by all of the requirements of this Addendum. Except for the pet(s) described above, Tenant shall not keep any pets within the Premises or otherwise in the Community without Owner's approval and re-execution or update of this Addendum. By signing below, Tenant certifies that his or her pet(s) identified above has no history of aggressive, threatening or violent behavior. Tenant understands that the permission to keep the above identified pet(s) in the Premises can be revoked by Owner at any time if there is a failure to comply with any of the terms and conditions of this Addendum or if Tenant permits the pet(s) identified above to become a nuisance or safety hazard to the other residents or animals of other residents, and upon such revocation, Tenant must permanently remove such offending pet(s) from the Premises in accordance with terms hereof. Failure to do so may result in termination of the Lease.

*Tenant agrees that he or she has read all of the terms of this Addendum, is submitting this Addendum with true and accurate information and accepts all of the terms and conditions of this Addendum.*

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date

*Owner hereby grants permission to Tenant to keep in the Premises, the above-described pets (if any) on the terms and conditions set forth herein.*

\_\_\_\_\_  
**Owner Representative**

\_\_\_\_\_  
Date



**SERVICE ANIMAL OR ASSISTANCE ANIMAL REQUEST ADDENDUM**

**THIS SERVICE ANIMAL OR ASSISTANCE ANIMAL REQUEST ADDENDUM** (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_ (the “**Lease**”), between **Fort Benning Family Communities, LLC** (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Pursuant to the rules governing the Fair Housing Act (“**FHA**”), it is unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person(s) with a disability equal opportunity to use and enjoy an apartment, including common areas. In addition, under the Americans with Disabilities Act (“**ADA**”), it is unlawful to discriminate based on a person’s disability (including the use of a service animal) in places of public accommodation. Pursuant to the FHA, Tenant hereby requests a reasonable accommodation to allow a service animal or assistance animal to reside in the Premises and waive the restrictions, rules, and requirements that are applicable to animals/pets of residents in **The Villages of Benning**

(the “**Community**”), on behalf of the following individual (check/complete **one (1)** of the below options):

\_\_\_\_\_ himself/herself (*i.e.*, Tenant)

\_\_\_\_\_, an occupant of the Premises listed on the Lease, who is hereinafter referred to as the “**Occupant**”.

**1. Fair Housing Act and Americans with Disabilities Act.** Tenant represents and warrants that he or she is aware of the requirements under the FHA, ADA, and their respective definitions, including: “**handicap**” or “**disability**,” which means, with respect to a person, (a) a physical or mental impairment which substantially limits one or more of such person’s major life activities, (b) a record of having such an impairment, or (c) being regarded as having such an impairment, but such term does not include the current, illegal use of or addiction to controlled substances; “**assistance animal**,” which means a certified service animal, an emotional support animal or any other animal that works, provides assistance or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability; and “**service animal**,” which means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability.

**2. Request.** Please initial **one (1)** of the following:

(A) \_\_\_\_\_ The animal that Tenant is requesting accommodation for (and as further described in **Section 3** below) is a **service animal**. Tenant represents and warrants that (a) Tenant/Occupant qualifies under the definition of “disability” under the ADA or the definition of “handicap” under the FHA, (b) the service animal has received specific and individual training to assist or perform tasks for such Tenant’s/Occupant’s disability, (c) the service animal is required to provide assistance with Tenant’s/Occupant’s disability, and (d) if applicable, Occupant is listed on and/or has signed the Lease.

(B) \_\_\_\_\_ The animal that Tenant is requesting accommodation for (and as further described in **Section 3** below) is an **assistance animal** that otherwise does not qualify as a service animal. Tenant represents and warrants that (a) Tenant/Occupant qualifies under the definition of “handicap” under the FHA, (b) the animal qualifies under the definition of “assistance animal” under the FHA, (c) the assistance animal is necessary to afford Tenant/Occupant an equal opportunity to use and enjoy the Premises, and (d) if applicable, Occupant is listed on and/or signed the Lease.



3. **Requested Service Animal or Assistance Animal.** Please insert a description of the service animal or assistance animal that Tenant is requesting accommodation for, including, the type, size, breed, name, and age of the animal: \_\_\_\_\_

4. **Assistance Animal Certification.** In order to insure that all disabled or handicapped residents obtain the proper accommodation under the FHA, in the event Tenant is requesting an assistance animal pursuant to **Section 2(B)** above, Tenant shall submit to Owner (along with this Addendum) written verification that Tenant/Occupant has a disability and that the accommodation of the particular assistance animal is necessary to give Tenant/Occupant an equal opportunity to use and enjoy the Premises and Community (unless otherwise waived by Owner as required by the FHA or other applicable law). If applicable, Tenant shall submit to Owner the *Certification Request for Assistance Animal*, attached hereto as **Exhibit A**, as completed by a doctor or other qualified medical or health care professional who, in their professional capacity, has knowledge about Tenant's/Occupant's disability and need for a reasonable accommodation.

5. **Notice Concerning Misrepresentation.** Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of Tenant or Occupant, as applicable, to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

6. **Acceptance of Request.** Owner will notify Tenant of Owner's decision in writing within fourteen (14) days of receiving all necessary proof, information, or requests. Upon Owner's acceptance of Tenant/Occupant's request, Tenant shall complete, execute, and submit the *Service Animal or Assistance Animal Agreement*, attached hereto as **Exhibit B**.

7. **Base Rules Acknowledgment.** Tenant agrees that the rules, procedures, and requirements in this Addendum are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant/Occupant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding service animals or assistance animals and/or any related accommodation requests ("**Base Rules**"), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant's/Occupant's sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant's/Occupant's compliance with the Base Rules is an independent obligation from Tenant's compliance with this Addendum, (c) any and all rights granted to Tenant/Occupant under this Addendum, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant/Occupant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant/Occupant under this Addendum that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Addendum, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

**TENANT AGREES THAT HE OR SHE HAS READ ALL OF THE TERMS OF THIS ADDENDUM, IS SUBMITTING THIS ADDENDUM WITH TRUE AND ACCURATE INFORMATION AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM.**

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

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



**Exhibit A**

**CERTIFICATION REQUEST FOR ASSISTANCE ANIMAL**

Tenant Name: \_\_\_\_\_  
 Tenant Address: \_\_\_\_\_  
 Professional Name: \_\_\_\_\_  
 Professional Title: \_\_\_\_\_  
 Professional Address: \_\_\_\_\_  
 Professional Telephone: \_\_\_\_\_  
 Professional License No.: \_\_\_\_\_

A request has been made by the above named tenant (“Tenant”) to allow an assistance animal to reside with Tenant or an occupant of the Premises listed on the Lease (the “Occupant”) and/or otherwise waive certain restrictions, rules, and regulations of the **The Villages of Benning** (“Community”) that are applicable to pets of residents at the Community. Such request has been made pursuant to the Fair Housing Act (“FHA”). Much like a prescription, this request is made because of the professional opinion of the undersigned professional (“Professional”) that the assistance animal may be necessary to afford the disabled Tenant or Occupant an equal opportunity to use and enjoy the Premises and the Community.

In order to qualify for a reasonable accommodation to the normal rules of the Community, Tenant or the Occupant for whom Tenant is requesting a reasonable accommodation must qualify under the FHA’s definition of “**handicap**,” which means, with respect to a person, (a) a physical or mental impairment which substantially limits one (1) or more of such person’s major life activities, (b) a record of having such an impairment, or (c) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance. In addition, the prescribed animal must qualify under the FHA’s definition of “**assistance animal**,” which means a certified service animal, an emotional support animal, or any other animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified effects of a person’s disability.

Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of the Professional to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

**CERTIFICATION**

The Professional hereby certifies that (a) he or she has sufficient information and is in a position to know about Tenant’s/Occupant’s disability, (b) Tenant/Occupant qualifies under the FHA’s definition of handicap, **and** (c) the animal described below is, in the Professional’s professional opinion, necessary to afford an equal opportunity to use and enjoy the Premises and Community and qualifies under the FHA’s definition of assistance animal. The Professional hereby agrees that he or she agrees to testify of the foregoing representations if called upon in a court of law.

**Prescribed Animal’s Description:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Expiration Date of the Above Certification:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Professional’s Signature**



**Exhibit B**

**SERVICE ANIMAL OR ASSISTANCE ANIMAL AGREEMENT**

**THIS SERVICE ANIMAL OR ASSISTANCE ANIMAL AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20 \_\_ (the “**Lease**”), between **Fort Benning Family Communities, LLC** (“**Owner**”), and \_\_\_\_\_ (the named tenant on the Lease, “**Tenant**”) for the premises known as \_\_\_\_\_ (the “**Premises**”). In case of conflict between the provisions of this Agreement and any other provisions of the Lease, the provisions of this Agreement shall govern.

**GENERAL**

Pursuant to the rules governing the Fair Housing Act (“**FHA**”), Tenant/Occupant (hereinafter defined) seeks reasonable accommodation to allow a service animal or assistance animal to reside with Tenant in the Premises and waive the restrictions, rules, and requirements of **The Villages of Benning**(the “**Community**”) that are applicable to pets of residents at the Community. It is unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person(s) with a disability equal opportunity to use and enjoy an apartment, including public and common areas.

On \_\_\_\_\_, 20 \_\_\_\_, Tenant executed and submitted a *Service Animal or Assistance Animal Request Addendum*, along with any documentation required by Owner (if any), to request a reasonable accommodation under the FHA (collectively, the “**Request**”) on behalf of the following individual (check/complete **one** of the below options):

\_\_\_\_\_ himself/herself (*i.e.*, Tenant)

\_\_\_\_\_ \_\_\_\_\_, an occupant of the Premises that is listed on the Lease, who is hereinafter referred to as the “**Occupant**”.

On \_\_\_\_\_, 20 \_\_\_\_, Owner approved the Request.

As a condition to Owner’s approval of the Request, Tenant agreed to enter into this Agreement. This Agreement shall become an addendum to the Lease.

**RULES AND REGULATIONS**

Tenant agrees to comply with the following rules and regulations, which may be reasonably changed by Owner from time to time in Owner’s sole discretion and upon written notice to Tenant:

1. All service animals or assistance animals are required to have vaccination(s) and be registered, licensed and micro-chipped in accordance with applicable State and local laws prior to such service animals or assistance animals entering the Community.
2. Tenant is fully responsible for the conduct and actions of Tenant’s/Occupant’s service animals or assistance animals at all times and, among other things, the full restitution for damages to any common areas of the Community, other units at the Community, or any personal property, and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their service animals or assistance animals.
3. All service animals or assistance animals must be registered by residents at the base veterinarian treatment facility (if such a facility exists at the base) within five (5) working days of occupying a housing unit or acquiring a service animal or assistance animal. Service animal or assistance animal owners must provide a verification of immunization along with such service animal or assistance animal registration.





4. All yards and common areas must be kept clean of animal droppings. Tenant/Occupant must pick up and properly dispose of animal waste and residents who walk their service animal or assistance animal must carry a plastic bag to retrieve and dispose of any droppings.
5. Service animals and assistance animals must have a harness, leash or other tether, unless the Tenant's/Occupant's disability prevents use of such controls or their use would interfere with the service or assistance animal's safe, effective performance of works or tasks (in which case, Tenant shall promptly notify Owner of such requirement and such service or assistance animal shall otherwise be under Tenant's/Occupant's control, whether through voice control, signals or other effective means). Service animals and assistance animals shall not be tethered outside the home. Service animals' and assistance animals' food shall not be kept outside, as it will attract vermin and pests.
6. Tenant must keep Tenant's/Occupant's service animals or assistance animals kenneled or contained upon the Owner's access to their unit/housing for inspections, maintenance, and showings, unless such kenneling or containment would otherwise interfere with the service or assistance animal's safe, effective performance of works or tasks in connection with Tenant's/Occupant's disability (in which case, Tenant shall promptly notify Owner of such requirement and such service or assistance animal shall otherwise be under Tenant's/Occupant's control, whether through voice control, signals or other effective means).
7. Tenant is required to (a) provide care, feeding, and supervision of their service animals or assistance animals, (b) control Tenant's/Occupant's service animals or assistance animals at all times, (c) pay for damages caused by Tenant's/Occupant's service animals or assistance animals, (d) maintain the good health of Tenant's/Occupant's service animals or assistance animals and (e) maintain flea and odor control of Tenant's/Occupant's service animals or assistance animals.
8. A service animal or assistance animal of vicious or dangerous disposition shall **not be permitted** within the property for any reason whatsoever. No service animal or assistance animal with a history of aggressive, threatening or violent behavior will be allowed.
9. Tenant shall insure that Tenant's/Occupant's service animal(s) or assistance animal(s) do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
10. If, in Owner's sole opinion and discretion, a service animal or assistance animal constitutes a threat to the health or safety of other residents or animals of other residents, creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident or animals of other residents, then the owner of such offending service animal or assistance animal shall permanently remove such animal from the Community within five (5) days after written request by Owner. Should Tenant feel that such request is unreasonable or without basis, Tenant may request a meeting with the Owner to discuss the removal request. Tenant is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the offending animal shall be made by the Owner (in good faith) after reasonable discussion with Tenant and evaluation of all of the pertinent evidence. Tenant's failure to correct the situation as required by Owner, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal or termination of Tenant's tenancy at the Community.
11. Any change of service animal or assistance animal will require a new agreement.
12. Tenant shall indemnify, defend and hold harmless Owner and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys' fees, costs and expenses,



arising from damage or injury to any person, animal or property caused by Tenant's/Occupant's service animals or assistance animals or Tenant's non-compliance with this Agreement.

**BASE RULES ACKNOWLEDGMENT**

Tenant agrees that the rules, procedures, and requirements in this Agreement are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant/Occupant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding service animals or assistance animals and/or any related accommodation requests ("**Base Rules**"), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant's/Occupant's sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant's/Occupant's compliance with the Base Rules is an independent obligation from Tenant's compliance with this Agreement, (c) any and all rights granted to Tenant/Occupant under this Agreement, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant/Occupant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant/Occupant under this Agreement that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Agreement, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

**SERVICE ANIMAL OR ASSISTANCE ANIMAL REGISTRATION INFORMATION**

Tenant hereby represents and warrants that the information below is true and accurate. **Owner must be notified of significant changes to the below information.**

**Service Animal or Assistance Animal Information**

Service Animal or Assistance Animal Name: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

**Veterinarian Information**

Veterinarian Name: \_\_\_\_\_  
Veterinarian Contact Information: \_\_\_\_\_  
Emergency Contact Information: \_\_\_\_\_

**Photo**

A photo of the service animal or assistance animal **must be** provided with this Agreement for the file.

**Licenses**

The service animal or assistance animal should be licensed and or registered in accordance with all applicable state and local laws. Copies of such licenses **must be** provided with this Agreement for the file. Tenant/Occupant shall comply with all municipal, city or county codes regarding service animal or assistance animal ownership.

**Vaccinations and Inoculations**

Documentation from a qualified veterinarian indicating the service animal or assistance animal has met all local and state vaccination and inoculation requirements **must be** provided with this Agreement for the file. The documentation should indicate the types of vaccinations and inoculations received and the dates when received.



**ACKNOWLEDGEMENT**

By signing below, Tenant certifies that the service animal or assistance animal identified above has no history of aggressive, threatening, or violent behavior and agrees to abide by all of the requirements of this Agreement. Tenant understands that this Agreement (and the permission to keep the service animal or assistance animal on the Premises) can be terminated by Owner at any time if there is a failure to comply with any of the above provisions or if Tenant/Occupant permits the service animal or assistance animal identified above to become a nuisance or safety hazard to the other residents of the Community. Upon Owner’s notice of termination to Tenant, Tenant/Occupant must permanently remove the service animal or assistance animal identified above from the Premises within ten (10) days from such notice of termination. Failure to do so may result in termination of the Lease.

**TENANT AGREES THAT HE OR SHE HAS READ ALL OF THE TERMS OF THIS AGREEMENT, IS SUBMITTING AND EXECUTING THIS AGREEMENT WITH TRUE AND ACCURATE INFORMATION AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**TENANT:**

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

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

Date: \_\_\_\_\_

*Owner hereby grants permission to Tenant/Occupant to keep in the Premises, the above-described service animal or assistance animal on the terms and conditions set forth herein.*

\_\_\_\_\_  
**Owner Representative**

\_\_\_\_\_  
Date





## Resident Responsibility Guide



2021



**Welcome**

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Dear Tenant,

Welcome to The Villages of Benning!

Thank you for choosing to live at The Villages of Benning. We realize that relocation can be very stressful; however, our management team is committed to easing the stress of moving and helping you enjoy your new home to the fullest.

This Resident Responsibility Guide is written to introduce the rules and regulations for the communities located throughout Fort Benning. We believe that every fine community must have rules to ensure safe and peaceful neighborhoods in which to live and raise your family. By observing these regulations, tenants will find their community a more desirable place to live.

Additionally, this Responsibility Guide explains housing policies, procedures, and services. In these sections, you will find information to help you understand our mission, as well as the standards of service we strive to deliver.

Please note that the sole purpose of this Guide is to protect you and your neighbors from practices that would be detrimental to your stay and the overall community. The Villages of Benning personnel are obligated to enforce these regulations, and we ask that you comply with the requests. Please give us an opportunity to be of service, and we will do our best to exceed your expectations.

Thank you, in advance, for your residency with us, and please do not hesitate to let us know if there is anything, we can do to make your time at The Villages of Benning more enjoyable.

Sincerely,

The Villages of Benning Team



**Quick Reference Contact Information**

Website: [www.villagesofbenning.com](http://www.villagesofbenning.com)

Facebook: [www.facebook.com/villages.ofbenning](http://www.facebook.com/villages.ofbenning)

**Welcome Center & Leasing Office**  
 601 Lumpkin Street  
 Office: (706) 685-3939  
 Fax: (706) 689-9897  
[benningleasing@tmo.com](mailto:benningleasing@tmo.com)

**Davis and Bouton Village**  
 22B Johnson Court  
 Office: (706) 685-3940  
 Fax: (706) 685-3192

**East Main Post Village**  
 104 Dial Street  
 Office: (706) 685-3925  
 Fax: (706) 685-8272

**Custer and Upatoi Village**  
 180 Kessler Drive  
 Office: (706) 685-3930  
 Fax: (706) 689-8268

**Maintenance Shops**  
 Shop 385 Vibbert Ave  
 Shop 5850 Santa Fe Rd  
**Maintenance Requests**  
**(24 Hours): 706-685-3929**  
[benningmaintenance@tmo.com](mailto:benningmaintenance@tmo.com)

**Indianhead and MacDonald Village**  
 109 Lavoie Street  
 Office: (706) 685-3933  
 Fax: (706) 685-3599

**McGraw Village**  
 6000 Muscogee Creek Way  
 Office: (706) 685-3935  
 Fax: (706) 610-8975

**Patton Village**  
 8460 Blackhorse Street  
 Office: (706) 610-5500  
 Fax: (706) 610-5763

**Porter Village (Dahlonega, GA)**  
 55 Lucas Ct.  
 Office: (706) 864-0486  
 Fax: (706) 864-0145  
**Maintenance: 706-685-3929**

*General office hours are 8:30 a.m. to 5:30 p.m. Monday through Friday. Any changes or closures will be posted at the office location.*

Fort Benning Military Community	Camp Merrill Community
Martin Army Community Hospital Information Desk: 762-408-2605 Appointment: 762-408-CARE (2273)	Camp Merrill: 706-864-3367
Military Police Non-emergency 706-545-5222	Chestatee Regional Hospital 706-764-6136
Fort Benning Veterinary Clinic 706-545-4444 or 706-545-1127	Lumpkin County Animal Control 706-867-7297



## 1. RESPONSIBILITIES AND DUTIES

### 1.1 Landlord Responsibilities

Landlord agrees to maintain all electrical, plumbing, heating, ventilating, air-conditioning, appliances, other facilities, and common areas in good and safe working condition, subject to the covenants and duties undertaken by Tenant(s) below. Landlord further agrees to comply with all applicable building and housing code requirements materially affecting health and safety.

Commented [2]: No conflict with UL Section 7A

### 1.2 Tenant Responsibilities

Tenant agrees to:

- ~~to~~ keep the Premises clean and safe;
- ~~Use~~ use all electrical, plumbing, heating, ventilating, air conditioning, appliances and other facilities and common areas in a reasonable manner;
- ~~to~~ conduct himself and herself, and require guests and other invitees to conduct themselves, in a manner that will not disturb other Tenants' peaceful enjoyment or cause annoyance to other Tenants;
- ~~to~~ take care not to intentionally or negligently destroy, damage or remove any part of the Premises, nor permit any member of the Tenant's family, any guest or other person to do so;
- ~~Furnishing and replacing all light bulbs and changing furnace and air conditioner filters;~~
- ~~Maintaining the Premises in a manner to prevent accumulation of moisture and the growth of mold and promptly reporting water leaks, intrusion, or visible mold, mildew, or water damage;~~
- ~~Report maintenance problems in a timely manner;~~
- ~~to~~ abide by all rules, responsibilities and regulations imposed by the Landlord;
- ~~to~~ comply with all applicable provisions of local building and housing codes materially affecting health and safety.

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## 2. GENERAL INFORMATION

### 2.1 Conditions of Occupancy

The Tenant will use the premises solely as a single-family residence. The use of the home for any other purpose, including shelter for any additional persons, except temporary guests residing in the home for less than 30 days, is prohibited without written consent of Fort Benning Family Communities, LLC (FBFC). ~~Private businesses (add commercial enterprises as well as residents may try and work a some type of third party side business/crypto mining) may not be operated from homes without FBFC approval. See Sections 7.14 and 7.17 regarding Family Childcare in the Home and Home Business.~~

Commented [4]: No conflict with UL Section 10.D

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Commented [6R5]: Denise, I added the additional verbiage and instructed them of the section relating to Home Business within the RRG.

Commented [7]: No conflict found in the UL

### 2.2 Privacy Policy

No Tenant information will be released to third parties, unless requested in writing by the Tenant, except for authorized Department of Defense personnel acting in an official capacity, other parties approved by appropriate legal authority, or for rental verification/history and credit purposes.

### 2.3 Property and Liability Insurance

Tenant acknowledges that Landlord is not obligated to and does not provide Tenant with any Renter's Insurance covering personal property or liability. Tenant shall, at all times during the term of their Lease 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 named as the interested party under Tenant's Renter's Insurance policy. Tenant shall provide Landlord with a certificate of such Renter's Insurance prior to occupying the Premises. In addition, the Landlord is not responsible for any Tenant property losses or injury resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where The Villages of Benning was neither negligent nor the proximate cause of the Tenant's loss.

Commented [8]: There is no mention in the UL specifying Renters Insurance Requirements. If we are unable to change the UL Master Lease, this will need to be incorporated as an addendum.

### 2.4 Maintenance Requests

Commented [9]: Section Maintenance Repairs pg#7



Tenants are encouraged to contact the maintenance office at **706-685-3929** if there are any questions concerning maintenance issues. FBFC accepts requests for repairs by phone, on-line via email [or via the resident portal](mailto:benningmaintenance@tmo.com) at [benningmaintenance@tmo.com](mailto:benningmaintenance@tmo.com) or in person at the community management office. Although not required, it is strongly recommended that requests for repairs be submitted in writing. All emergency and urgent requests should be called into the maintenance hotline for expedited service.

We strive to answer all maintenance calls 24 hours a day by a live person, either by a Villages of Benning team member or by a professional call center.

At the time the work order request is made, FBFC will ask for permission to enter the Tenant's home in the event the tenant is not present when the service technician arrives to make the requested repairs. If permission to enter is not granted, the tenant has the option of scheduling AM (8:00 a.m.-12:00 p.m.) or PM (1:00p.m.-5:00 p.m.) appointments. Scheduling of a work order will be based on the priority level of the request. If the scheduled appointment time is cancelled or missed, FBFC staff will make three attempts to contact the Tenant by telephone to complete the repairs. If FBFC is not able to contact the Tenant after three attempts, the work order will be canceled, and a notice will be sent to the Tenant.

Once a work order request is received, the information will be entered into the maintenance service computer and a printed request will be issued. When responding to a maintenance request, FBFC personnel will ring the doorbell, knock on the door, and wait an appropriate amount of time prior to entering the home, assuming FBFC has permission to enter the home. Uniformed maintenance technicians will hang a notice on the front doorknob when they are in a home and will leave a notification slip behind after they have completed work in the home.

FBFC provides 24-hour emergency maintenance service. Emergency work orders take priority over all other work orders because they require immediate action. FBFC personnel will respond promptly, either by telephone or in person, to confirm the classification of emergency maintenance requests and establish priorities for addressing multiple emergencies. Appointments may not be scheduled for emergency issues.

The following situations are examples of the classification of requests but are not limited to these situations only.

**Emergency Service Requests:** Conditions which may constitute an immediate threat to life, mission, security, or property. These requests are responded to within one hour and handled immediately. Examples: Fire; natural gas leak; loss of heating (when exterior temperature is below 50 degrees); loss of air conditioning (when exterior temperature is above 80 degrees); sewage back-up; electrical hazards; inoperable ~~exterior~~ front door lock; broken water line; and flooding.

*\*Other requests may be considered an emergency if the Tenant or any occupant in the home has an approved medical exception form 4700 from the Martin Army Community Hospital Director of Patient Administration.*

**Urgent Service Requests:** Conditions that could become an emergency, could seriously affect morale, or have command emphasis. These requests will be responded to within eight hours of the request. Examples: range/oven failures that prevent Tenant from cooking; refrigerator failure that could result in food spoilage; water heater failure; inoperable toilet if only one bathroom; broken window; garage door jammed or inoperable; and light fixtures, switches, or receptacles not working.

**Routine Service Requests:** Normal work that does not meet the category of emergency or urgent. Tenants should inform the person taking the maintenance request if there are any verifiable medical conditions that will be aggravated by conditions in the home related to the request.

**Maintenance Survey:** FBFC conducts online maintenance surveys. Tenants will receive an emailed survey for each work order completed. Tenants are encouraged to complete and return Maintenance Online Surveys each time a work order is performed.





### 2.5 Rubbish and Bulk Trash

A trash container will be provided to each residence for trash. Trash and bulk items will be picked up on assigned days. Trash containers must be covered and stored in the designated location or an area outside of public view. Containers and bulk trash may be put out on the evening prior to the scheduled pick-up day, and containers must be removed from the curb and returned to the storage area prior to the morning following pick up.

Bulk trash pick-ups are limited to items such as furniture, bikes, etc. Cardboard and household trash will not be picked up with bulk trash. Household Trash should be put in the appropriate trash container on the scheduled trash day. Cardboard and Recyclables should be recycled under the Fort Benning Qualified Recycle Program.

The current trash and bulk pick-up schedule, including changes due to holidays, will be published on the FBFC website and in the community newsletter. Tenants can also obtain a copy of the schedule from the Community Management Office.

### 2.6 Recycling

Fort Benning Directorate of Public Works (DPW) has coordinated with The Villages of Benning to place recycling trailers convenient to housing areas, so tenants can continue to recycle close to home. Tenants can take aluminum cans, paper, plastic, and cardboard materials to the trailers. Glass, however, cannot be accepted. Trailer locations can be found using the [Garrison](#) GuideOn app.

All recyclable materials collected on Fort Benning will be taken to the on-post Material Recovery Facility (MRF) on Jamestown Road. All funds received from the sale of these commodities goes to the Directorate of Family Morale, Welfare, and Recreation (DFMWR) and is used for future community events and projects benefiting Fort Benning.

The MRF is open 8:00 AM to 4:00 PM Monday through Friday. Tenants may dispose of large material quantities directly to the [recycle center](#).

The current trash and bulk pick-up schedule, including changes due to holidays, will be in the community newsletter. Tenants can also obtain a copy of the schedule from the Community Management Office.

The Villages of Benning encourages tenants to donate or consign gently used items. Fort Benning CSC Thrift Store is conveniently located on-post at Building 1713 Pecom Row. The Thrift Store accepts consignments whether they are open or closed. Tenants can donate during business hours, Tuesday through Thursday, 10:00 AM to 2:00 PM and on one Saturday of the month from 10:00 AM to 12:00 PM. If the store is closed, a consignment storage shed is available on the sidewalk of the store for tenants' convenience. For more information, please contact the CSC Thrift Store (706-687-4830) or visit them on Facebook, Fort Benning CSC Thrift Shop.

Household Goods and Furniture may also be sold or donated through Facebook Marketplace and/or Active Building.

Bulk Items may also be taken to the Muscogee Transfer Station, Advanced Disposal, for a small fee, based on the size and weight of the item. Their information is below:

Advanced Disposal  
2015 Veterans Pkwy  
Columbus, GA 31904

Hours of Operation: Mon - Fri 8AM to 5PM, Closed Sat and Sun  
Phone Number: (706) 323-3660  
Website: <https://www.advanceddisposal.com/>

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### 3. MOVE-IN / MOVE-OUT RESPONSIBILITIES

#### 3.1 Move-In Inspection

4 A Move-In Inspection Report will be completed at the time of move-in, prior to Resident moving into the Premises or, no later than (3) Business days after moving into the Premises, by the Resident, Community Management Office representative, and at the election of the Resident, a Military Housing Office ("MHO" representative, with any repairs needed noted by the Resident. If repairs are not practical, the Move-In Inspection Report will note the existing condition so that the Resident will not be held responsible for any pre-existing condition when they move-out. No agreement regarding future repairs is made unless the repair was specified on the Move-In Inspection Report. Any items identified to be repaired will be entered as a work order request. See Paragraph 9 of Agreement for more details.

The Tenant and an FBFC representative will complete a Move-In Inspection together verifying the condition of the home and will make note of any damages to the house. A maintenance request will be generated for any necessary repairs. If repairs are not practical or required to improve functioning, the Move-In Report will note the existing damage so that Tenants will not be held responsible for any pre-existing damage when they move-out. After a thorough inspection of the home, the Tenant shall provide written acceptance of the Premises. Tenants have up to one week after move-in to note any further discrepancies with the home.

#### **3.24.1 Early Termination/Vacate Notice**

If Resident has leased for more than the initial term and is renting on a month-to-month basis and the Resident provides thirty (30) calendar day' written notice to Owner, there shall be no early termination fee. FBFC requires a written 30-day notice of intent to vacate prior to vacating the home, including at the end of the lease term. Tenants can obtain the notice to vacate form from a team member in their community management office who can answer any questions regarding the move-out process. Tenants must provide FBFC with a 30-day notice to avoid monetary penalties.

Upon receipt of the notice to vacate, an FBFC Representative will contact the resident tenant to coordinate all actions required to clear housing. For military residents-tenants paying in arrears via allotment, the allotment will be held through the end of the month of move out. Upon receipt of the allotment, any refunds due will be issued and in most cases, should be received no later than the 15th of the following month. Payment must be made by cashier's check, money order or debit/credit card only. This would not include any charges for cleaning or damages. If charges are not paid in full at move out, a promissory note is required to be signed prior to clearing the installation.

#### **3.34.2 Cleaning Requirements (Vacating Quarters)**

The Tenant is responsible for leaving the home in a clean condition, free of any trash or personal items, and damage-free with the exception of normal wear & tear and/or damages notated at the time of move-in on the inspection form. Clean condition implies that a home is clean throughout – all surfaces wiped down, cleaned and all flooring has been swept & mopped and/or carpets vacuumed prior to the move-out inspection. For convenience, Tenants have the option of paying a flat fee upon move-out for cleaning, referred to as "Pay & Go Clean." Some restrictions apply and an agreement must be signed prior to move-out. Details for the program, FBFC's cleaning guidelines, and an estimated cleaning cost sheet can be found below beginning on Page 10 on Page 10. These guidelines can also be obtained in all community management offices and will be provided when a Notice to Vacate is submitted or upon request.



### 3.4 Tenant Responsibilities: Minimum Cleaning Standard Requirements

The below cleaning guidelines are standard requirements for residents tenants to clear quarters and must be adhered to prior to vacating the property. [For additional information, please view the following Move Out Expectation Video.](#)

#### **Windows, Glass and Patio Doors:**

- Clean all window and door channels and frames thoroughly.
- Clean all interior windowpanes and glass doors.
- Clean all window coverings (mini blinds).
- Replace missing or broken window screens.
- Replace all damaged or broken window coverings (mini blinds).

#### **Floors:**

- All vinyl, linoleum, laminate, and hardwood floors must be broom swept, mopped, and free of dirt, debris, and pet hair.
- Vacuum all carpeting in preparation for professional carpet cleaning.
- Remove dirt, debris and pet hair from baseboards, stairs, and corners.

#### **Doors:**

- Clean front door, inside and out.
- Both sides of all interior doors must be cleaned and free of any crayon, marker, scuffs, and dirt.

#### **Light Fixtures/Ceiling Fans:**

- Remove all globes and clean both sides.
- Ensure that all light bulbs are operational.
- Clean ceiling fan blades (both sides), as well as the mount.

#### **Walls/Ceilings:**

- Wash all walls to remove any food, crayon, marker, dirt, and grime.
- Remove all nails, screws, staples, etc.
- If walls have been painted or have markings, walls should be primed from top to baseboard to cover all paint and/or markings.
- Baseboards should be wiped clean of dust, debris, and/or pet hair.
- Remove any dust and cobwebs from ceilings and A/C vents.

#### **Range/Range Hood:**

- Clean inside of oven, oven racks (both sides), inside the broiler drawer, and underneath the stove top.
- Remove all oven cleaner residue or self-cleaner ash from interior of oven.
- Pull freestanding electric ranges away from wall to clean the floor, wall, and sides of range.
- DO NOT ATTEMPT TO PULL GAS RANGES AWAY FROM THE WALL.
- Clean/degrease range hood.

#### **Dishwasher:**

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- Clean racks, baskets, rollers, gaskets, door edges, and walls so they are free of food particles.

**Refrigerator:**

- Remove all food particles.
- Thoroughly clean both interior and exterior surfaces, to include butter, vegetable, storage compartments and shelves.
- Check for cracks/breakage in shelving or crisper drawers.
- Pull refrigerator away from the wall and clean walls, sides of cabinets, and sweep and mop floor.

**Cabinets and Drawers:**

- Remove all tape, staples, tacks, cabinet liners and/or any sticky residue.
- Shelves and drawers must be completely free of food particles, grease, dirt, dust, and personal items.
- Clean both sides of cabinet doors and drawer faces.
- Clean all countertops.

**Toilets:**

- Scrub with disinfectant cleaner.
- Remove all dirt and stains.
- Clean top of toilet tank, toilet lid, seat (both sides), bowl, and base.

**Mirrors:**

- Clean all mirrors so that they are streak free.

**Showers and Tubs:**

- Clean shower walls, bathtub interiors and shower doors.
- Remove all dirt, mildew, soap scum, and hair from all surfaces and fixtures.

**Exterior:**

- Fenced backyards must be neatly mowed.
- Patios and storage closets must be swept and free of debris and trash. Remove any privately owned or unserviceable shelving.
- Remove all trash and animal waste from yard.
- Fill, level, seed, and hay holes from pets.
- Pull the weeds and weed flower beds.
- Shrubs are to be neatly trimmed.
- Clean debris from window wells.
- Sweep and clear all debris in carports, patios, porches, and walks.
- Wash out trash and recycling containers.
- Remove satellite dish equipment and wires. Fill any holes with dirt, seed, and hay.
- Rented fences should be removed by move out date.



**Garages:**

- Driveways, patios, and garages are to be free of dirt, oil stains, and trash.
- Remove hooks, nails, and sweep out debris/dirt.
- Remove spider webs.
- Broom sweep the garage floor.

**3.5 Estimated Cleaning and Repair/Replacement Costs**

We hope that you have enjoyed your stay at The Villages of Benning. Actual damage costs charged to your account may vary from those listed to reflect the cost in effect at time of move out. Actual charges will be detailed at time of final move out. All replacement costs will be charged based on the cost of actual replacement.

Any items not listed will be charged to residents at actual cost of materials and labor.

**Cleaning Charges**

Strip and wax floors	\$250.00 entire unit
Sweep & Mop Vinyl/Linoleum/Tile	\$10.00 per room
Vacuum Carpet	\$10.00 per room
Baseboards	\$10.00 per room
A/C Vents and Boots	\$10.00 each
Blinds (clean only)	\$10.00 each
Windows & Windowsills	\$10.00 each
Ceiling Fans	\$15.00 each
Light Fixtures	\$5.00 each
Cabinets and Drawers	\$50.00
Countertops	\$10-\$15
Microwave	\$10-\$15
Dishwasher	\$10-\$15
Range Hood	\$10-\$15
Stove/Range Top	\$30-\$50
Oven	\$25.00
Refrigerator/Freezer	\$30-\$50
Sinks	\$5.00 each
Vanity Cabinets	\$15.00 per room
Tubs/showers	\$30-\$150 each
Toilets	\$15.00 each
Mirrors/Medicine Cabinets	\$5.00 each
Interior Doors (clean only)	\$10.00 each
Stairwell Spindles/Bannisters	\$10.00

**Exterior**

Sweep all walkways, sidewalks, patios, porches, storage rooms, & garages	\$5.00 per area/room
Landscaping (mowing & trimming hedges)	\$50.00 <u>minimum</u>
Doors, including trim & threshold	\$10.00 each
Light Fixtures	\$5.00 each
Trash Can (clean)	\$10.00
Satellite Dish Removal	\$35.00

**General**

Pet/Odor Treatment	\$200.00 <u>minimum</u>
--------------------	-------------------------

**Commented [12]:** Should this be \$200 per room?

**Commented [13R12]:** It could be. Really depends on the amount of sealing that has to be performed. Maybe state "Starts At \$200".



Stain Treatment (Carpet & Concrete)	No greater than \$65.00 per room / sealing of floors interior and in the garage \$250
Paint Walls	\$32.00 per wall
Paint Ceilings	\$1.00/Sq. Ft. (Per House: 2 Bedroom- \$156, 3 Bedroom- \$208, 4 Bedroom- \$287, 5 Bedroom- \$313)
Sticker/Border Removal	\$50.00 per room
Trash Removal	\$5.00 per bag
Bulk Items/Furniture	\$20.00 per item
<b>Repair, Replacements and Other Charges</b>	Labor: \$16.50/hour
<b>Appliances</b>	
Dishwasher	Starts at \$295
Microwave (countertop)	Starts at \$85
Microwave OTC	Starts at \$225.00
Range (stove electric)	Starts at \$475.00
Range (stove gas)	Starts at \$500.00
6" Drip pans stainless	\$6.45
6" Drip pans black	\$9.20
8" Drip pans stainless	\$7.65
8" Drip pans black	\$10.35
Garbage Disposal	Starts at \$73
<b>Bathroom</b>	
Toilet Seat	\$18.26
Toilet Paper assembly	\$7.77
Toilet Paper roller	\$4.36
Towel Bar Assembly 24"	\$13.21
Towel Bar Assembly 18"	\$11.33
Towel Bar 24"	\$5.98
Towel Bar 18"	\$5.78
Tub Resurfacing	\$350.00
Tub Chemical wash	\$250.00
Cabinet Doors and Drawers	Starts at \$42.00
<b>Blinds</b>	
1"	\$29.00
2" Wood	\$49.00
Standard	\$29.00
Long	\$54.00
<b>Door Interior/Exterior</b>	
Door/Interior 6 panel (door only)	\$61.60
Door/Interior 6 panel (door & jambs)	\$133.60
Door/Interior 2 panel (door only)	\$120.76
Door/Interior 2 panel (door & jambs)	\$119.49
Door/Exterior 6 panel	\$155.83
Door/Exterior 6 panel (door & jambs)	\$300.00



Door/Exterior 15 light	\$320.00
Door screen/ Storm	
Storm door	\$209.32
Screen door	\$423.46
Glass	Call for pricing
Screen	\$29.00
Handle assembly	\$54.00
Door Patio	\$316.00
Splash Guards	\$17.75

**Flooring**

Carpet cost determined by age of the carpet.	Call for pricing
Carpet Spot Cleaning / Repair	Starts at \$65
Carpet Replacement per sq yd	\$8.99
Laminated Flooring (per plank)	\$5.50
Real Wood Floors (call for pricing)	Call for pricing
Real Wood Floors refinishing/screen per sq.ft.	Call for pricing
Linoleum Bathroom	\$550.00
VCT per sq ft.	\$6.70
Floor Ceramic Tile (per piece)	\$7.50
Remote	\$40.00
Remote clip	\$7.00
Smoke Detectors (120-vlt photo hardwired)	\$49.50
Carbon Monoxide Detectors	\$41.03
Cabinet doors	\$54.00
Cabinet drawers	

**Landscaping**

Trimming hedges, mowing/weeding back yards	\$50.00
Sod Replacement (per pc)	\$9.00

**Painting**

Per wall	\$32.00
Exterior Doors	\$40.00
Paint Ceilings	\$1.00/Sq. Ft. (Per House: 2 Bedroom- \$156, 3 Bedroom- \$208, 4 Bedroom- \$287, 5 Bedroom- \$313)

**Sheetrock/ Drywall (Repair and Paint)**

1x1	\$5.00
2x2	\$19.75
3x3	\$44.46
4x4	\$79.00

**Windows**

Screen	Call for pricing
Screen and frame	\$19.00
	\$33.00

**Miscellaneous at Market Cost**

Smoke/Pet Odor or Damages	Starts at \$200
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Vent Cleaning	call for pricing
HVAC (Pet Urine Damage)	call for pricing
House Re-key	\$92.00

**Trash**

Trash Can or Recycling Bin	\$85.00
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**Other**

For repair/replacement items not listed above, please contact management for pricing.

**3.6 Normal Wear and Tear**

Repairs or replacement of equipment provided by FBFC, due to normal wear and tear, will be at FBFC's expense. Tenants are liable for any damage that is determined to be more than normal wear and tear of a home. The cost of repairs or replacement of equipment, resulting from damage more than normal wear and tear, will be the responsibility of the Tenant. An estimated damage cost sheet can be obtained from the community management office.

**3.7 Move-Out Inspection**

The Tenant must contact the management office within ~~five (5)~~ seven days of submitting a notice to vacate to schedule a pre-move out inspection and the move-out inspection. Resident may attend the pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a representative from the MHO. ~~Tenants are required to accompany the FBFC representative during the both inspections. Final Move Out inspections are performed when everything is out of the home and has been restored to the initial move in condition.~~

A Final Move-Out Inspection will be completed within (2) business days after the date Landlord has knowledge Tenant has vacated the Premises. Tenant is encouraged to accompany the Community Management Office representative during both inspections. Tenant may attend the pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a representative from the MHO.

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**4. CARE OF HOMES**

**4.1 Alterations**

Tenants must obtain written permission from FBFC, in the form of a signed Alterations Request Form, prior to starting any alteration or modification to the home or grounds. This includes, but is not limited to, modifications to the electrical, plumbing, lighting, telephone, cable systems, landscaping, car canopy's, patios and walkways, fencing, or installing flower or vegetable gardens and any interior alterations. Should painting, wallpapering, stencil or other changes to wall surfaces be approved, the wallpaper, along with any sticky residue, must be removed, and the walls must be primed at move out from top to baseboard. In addition, charges will apply if wall surfaces are damaged during the wallpaper removal process or if the wall color requires a color change at move-out. Any approved modifications to the home or grounds must be returned to the original condition prior to termination of occupancy. See Paragraph 7 Section E of Agreement for more details.

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**4.2 Exterior Condition/Appearance**

While FBFC will be responsible for all exterior repairs and maintenance, Tenants are responsible for maintaining the overall appearance of the areas around their homes, including:



- Driveways and sidewalks will be free of oil stains, marks, and writing.
- Play equipment will be placed BEHIND the home so as not to be visible from the front of the home.
- No Interior furniture left outside (upholstered couches, kitchen chairs, etc.) Front lawns are to be kept clean, orderly, and free of any equipment or items that may be unsafe.
- Recreational equipment must be removed from front lawn when not in use.
- Yard art and outside décor must be kept in clean and orderly condition. Excessive use of yard art and décor will not be permitted.
- Trees and utility poles will not be used to install dog runs, signs, basketball goals, swings, and similar items.
- No holes will be made on the exterior surface of the home, including brick/stucco walls, siding, or overhang. Nothing will be fastened to the exterior of the home, including signs, bicycle racks or hooks, plant holders or hooks, vines, hose racks, antennas, satellite dish antenna, basketball goals, dog runs, and similar items.
- Trash bins or debris will not be allowed to accumulate or be stored in a visible location of the homes. Containers and bulk trash may be put out on the evening prior to the scheduled pick-up day, and containers must be removed from the curb and returned to the storage area prior to the morning following pick up.
- The use of any extension cords must meet current post fire safety codes and Occupational Safety and Health Administration (OSHA) standards.
- Exterior painting of quarters is not authorized.
- Dog houses must be within a fenced area and may not be visible from the front of the home.
- Tenants will be charged for cost of AC units damaged due to pet urine located in fenced backyards.
- Butchering of harvested game at on-post quarters in public view is permitted; however, hunters should use good judgment while butchering game to minimize adverse public relations.
- Signs are not permitted outside of the home, inside windows or where visible from the outside of the home.
- Flags displayed should be representational of unity, to include Flags of U.S. States and Territories and the District of Columbia; Military Service flags; General Officer flags; Presidentially-appointed, Senate-confirmed civilian flags; Senior Executive Service (SES) and Military Department-specific SES flags; the POW/MIA flag, flags of other countries, for which the United States is an ally or partner, or for official protocol purposes; flags of organizations in which the United States is a member (e.g. NATO); and ceremonial, command, unit or branch flags or guidons. Political flags are not allowed to be displayed within The Villages of Benning.

#### 4.3 Mowing and Leaf Removal Services

FBFC agrees to keep common areas clean, lawns mowed, trimmed, and edged during the growing season (fenced back yards excluded). Leaf removal will be performed during the Fall and Winter months as needed. Standard mowing services will be performed on a designated schedule in common areas and in the front yards of all residences to keep consistency throughout the community. Tenants are responsible for maintaining all plant/shrub beds and fenced backyard areas to FBFC specifications. Tenants are required to keep all shrubs/plants neatly trimmed. Flower beds must be maintained and free of weeds and/or rocks. Siding must be free of vines. Gardening Rocks and Pebbles are prohibited in flowerbeds or around trees. In the event a Tenant does not maintain flower beds, shrubs, or back yard mowing to FBFC standards, the Tenant will be charged for any lawn maintenance services performed in these areas.

To conserve natural resources and minimize utility costs, the frequency and duration of watering lawns and gardens by Tenants will be restricted. A schedule will be published in the Community Newsletter outlining the schedule for each housing area. All Tenants will be required to strictly adhere to the published schedule at all times.

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#### 4.4 Fences

Tenants desiring to install fences must obtain written approval from FBFC in advance. All tenant-installed fences will be maintained by the Tenant and must be removed prior to vacating the home.

All tenant-installed fencing must be approved in writing from FBFC, in the form of a signed Alterations Request Form, and must meet the following guidelines:

- Fences must extend directly back from the rear corners of the home, no more than 40 feet, and may not include side or front yard areas.
- Fencing must be 4-foot-high, black, or silver chain link only.
- Fences may not adjoin behind or between homes.
- Fences will be installed only by FBFC approved vendors.
- Fences must be properly maintained.

Tenants are not allowed to paint, attach, or alter community-installed fencing in anyway. Tenants are required to properly maintain backyard fencing, remove weeds, grass, and debris. Tenants are responsible for any damages that result due to negligence and/or pets.

#### 4.5 Interior Maintenance

Broken or unserviceable housing components, structural damage, water leaks, cracked walls, and other maintenance work should be immediately reported to the Maintenance Department (706-685-3929).

Nail hangers, screws, and/or command strips may be used to mount pictures and/or curtain rods. Please DO NOT use the adhesive hangers since they may damage the sheetrock or plaster on the walls.

#### 4.6 Maintenance and Repair

Tenant shall promptly request any repairs to be made to the dwelling or its contents, fixtures, security devices or other equipment that belongs to FBFC and are necessary to maintain in proper condition. Surface mildew on exterior doors, including storm doors, is a housekeeping issue, and it is the tenant's responsibility to keep all doors and air vents clean and free of dirt and/or mildew. FBFC agrees to provide pest control services as outlined in the Universal Lease and as needed, maintain fixtures, furnaces, water heaters, and appliances in good and safe working condition. FBFC will make all reasonable repairs (subject to Tenant's obligation to pay for damages for which Tenant is liable) and subject to the covenants undertaken by the Tenant above. Although FBFC agrees to comply with the above requirements, failure to do so will not be grounds for Tenant's termination of the Agreement unless Tenant has given FBFC written notice of the defective condition and FBFC has failed to remedy the condition within 30 days. Tenant may not terminate the Agreement if Tenant, a member of Tenant's family or some other persons on the Premises with Tenant's consent intentionally or negligently causes the defective condition. Such defective conditions will be repaired at Tenant's expense.

#### 4.7 Pest Control

Tenant agrees to cooperate with FBFC's pest control program. This includes, among other things, Tenant maintaining the home in a clean and sanitary condition at all times, as well as emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the home. Tenant shall immediately notify FBFC of the presence of pests or vermin in the home or common areas. Residential pest control is regulated by the installation's environmental office and will be undertaken only on an "as needed" basis. Tenants will be responsible for any costs associated with bed bug treatment and repairs or any other pest control treatments outside of routine issues required due to pest control issues caused directly or indirectly by, but not limited to, the resident/tenant, family members, guests, or pets.



#### 4.8 Plumbing

The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, baby wipes, Q-Tips, personal care products, ashes or other obstructive substances shall be disposed of therein. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, corn cobs, paper, wire, bones, or non-food in the garbage disposal. Tenant shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse FBFC for any necessary expenses incurred in the repair of such equipment. Portable washers or dryers are prohibited, unless approved in advance, in writing, by FBFC.

#### 4.9 Smoke/Carbon Monoxide Detectors

FBFC has equipped all homes with smoke detectors. Carbon monoxide detectors have also been provided when natural gas is utilized in the home. Tenants, occupants, and guests shall not disable, disconnect, [tamper](#), or remove batteries from smoke detectors. Tenants shall replace smoke detector batteries and immediately report any malfunctions to their Community Management Office. Tenants who fail to comply with these policies or cause damage to smoke/carbon monoxide detectors will be responsible for any loss or damage from fire, smoke, or water that arises. Any additional smoke detectors desired by Tenant may be installed at Tenant's expense only after prior written approval from FBFC. [If a tenant's smoke alarm or CO detector is beeping, he/she should immediately contact the Maintenance Hotline at 706-685-3929.](#)

#### 4.10 Window Coverings

All blinds must be in good condition and window coverings must be white when viewed from outside. Broken blinds must be replaced immediately. [- and are available for purchase at Self Help.](#) No aluminum foil, sheets, blankets, or any other type of unsightly coverings shall be used over the windows to darken rooms. Signs, flags, banners, etc. may not be placed in windows where visible from the outside.

### 5.4 SAFETY GUIDELINES

#### 5.1 Barbeque Grills / Fire Pits

The use of charcoal barbeque grills, gas fired grills, and portable fire pits are not permitted on decks, balconies, covered parking areas or patios, or under any building overhang. All grills and portable fire pits must be used a minimum of fifteen (15) feet from any building structure. The storage of fuel bottles and portable fire pits (attached or unattached) inside any structure or on balconies is prohibited. Charcoal and gas fired grills along with portable fire pits are expected to be stored in the back of homes when not in use. [Any damage caused to the exterior of the home will be charged back to the tenant at move out.](#)

#### 5.2 Care of Children

FBFC will adhere to Post MCoE Regulations 210-5, reference to [hoHome](#) alone and babysitting guidelines.

Children under 12 years of age must be accompanied by a parent or guardian in order to use community amenities, including playgrounds, village centers and dog parks.

Children must be 16 years of age or accompanied by a parent or guardian in order to use a community pool.

Tenants are responsible for the conduct of their children. Tenants will be held personally responsible for compliance with all policies and procedures by their children. Use of community amenities is a privilege, and FBFC reserves the right to revoke this privilege from any tenant or child at any time.



### 5.3 Fire Prevention

All fires must be immediately reported to the Fire Department by calling 911, regardless of the size or nature of the fire, including those extinguished without Fire Department assistance. Additionally, FBFC must be notified by telephone at 706-685- 3929 as soon as possible.

In units that have over the range fire suppression systems installed in them, the Tenant agrees to immediately report any malfunctions or discharges to their Community Management Office. All fire suppression systems are provided as a convenience and are in no way intended to provide any level of safety to person or property. Tenants should never leave any items on the stove or in the oven unattended. As homes are demolished and rebuilt, these fire suppression systems will not be installed in new homes. Additionally, these fire suppression systems may be removed from homes in the future.

FBFC does not supply fire extinguishers; however, FBFC highly recommends the purchase of an ABC rated fire extinguisher.

### 5.4 Fireplaces

Historic Homes are known for their historic beauty. Their intricate details and design distinguish them, characterizing their history. As time progresses, however, much of this charm is often found to be more aesthetically pleasing than functional. Historic fireplaces are one such example. While the historic homes at The Villages of Benning include fireplaces, they are not intended for functional use. Gaps in mortar joints and cracked tiles present potential risks when the fireplaces are used. Use of these fireplaces can also potentially leak carbon monoxide and cause dangerous heat transfer to combustible materials surrounding your home's chimney. Both situations can potentially compromise the safety of yourself and your family.

While the Villages of Benning performs routine inspections and maintenance on all homes, the safety of fireplaces cannot be guaranteed. Therefore, tenants will not use the fireplaces in historic homes and any use by [resident tenant](#) is at [their-his/her](#) own risk.

### 5.5 Ingress and Egress

Entrances, hallways, walks, lawns, and other common areas shall not be obstructed or used for any purpose other than ingress and egress.

### 5.6 Security Devices/Additional Door Locks

In the event a tenant wishes to install additional locks or wireless alarms in their home, proper written approval, [in the form of an Alterations Request Form](#), must be obtained from management and the local base authorities. Tenant will accept full responsibility and liability for any loss or damage in the event of an emergency. Upon termination of the lease, it will be the responsibility of the tenant to remove any self-installed locks, and any damages that occur as a result of installation or removal will be repaired at tenant expense.

In homes where deadbolts are not currently installed, the tenant may request to have deadbolts installed at their own expense. Deadbolts must be installed by FBFC maintenance personnel, and a key will be retained by management for access in emergency situations. In addition, deadbolts must be able to be locked/unlocked from the inside without a key and installed at a height that is easily accessible.

In homes where deadbolts are already installed, the only additional item that is allowed is a wireless door alarm. The tenant is responsible for all expenses relating to the purchase and installation of alarms.

[Any camera or surveillance equipment must be approved in writing by FBFC, in the form of an Alterations Request Form, and must follow the installation regulations and guidelines.](#)



Tenant agrees to hold harmless FBFC from action arising from the use or malfunction of any security device installed by Tenant.

**Fort Benning Police and Fire Department personnel DO NOT respond to alarms from privately installed security devices.**

#### **5.7 Security Guidelines**

Tenant agrees to follow the installation's Security Guidelines. Tenant understands that additional protective actions implemented by FBFC, if any, are neither a guarantee nor warranty that there will be no criminal activity. Tenant agrees that personal safety and security is the responsibility of the Tenant.

### **6.5 UTILITIES**

#### **6.1 Utilities Provided/RCI Energy Conservation Program**

Electricity, gas, water and trash removal, as listed in the Resident Occupancy Lease Agreement, in most cases are included in the Tenant's monthly rental charges. However, in an effort to conserve energy, FBFC will adhere to the RCI utility policy requiring all qualifying units to be metered. Telephone, cable television or internet services are not included.

The Utility Component of BAH is an average of energy consumption in homes similar to yours in your area. The Department of the Army, along with the owners of privatized housing, has developed a program that allows Service Members who conserve to be financially rewarded, and those who do not conserve to be billed for their excess consumption. The owners who provide housing on installations have been instructed by the Department of the Army to implement its Live Army Green conservation program to help Service Members and their families reduce energy usage in their homes.

Each month, the third-party utility billing company gathers readings from either the gas meter, electric meter, or both depending on what energy is metered for your home. Once the information is received, a comparison is made to determine if the Service Member and their family is conserving energy or overusing energy. We refer to this process as a baseline calculation determined by the profiled group. The profile groups are outlined by square footage, bedrooms, type of construction and age of home.

Tenants will not be billed or receive refunds until their energy consumption exceeds or accrues more than the designated threshold dollar or trigger point for your home profile group. When in effect, a-All tenants are required to follow the guidelines of this program.

~~For more information on the RCI Energy Conservation Program please visit [www.acsim.army.mil/lisd/publicprivate.html](http://www.acsim.army.mil/lisd/publicprivate.html) or call your local management office.~~

#### **6.2 Utility Malfunctions**

Tenants will be provided reasonable advance notice, whenever possible, if utility outages are scheduled for any reason. Any inconvenience or damage caused by unexpected utility interruptions is the responsibility of the utility provider.

#### **6.3 Telephone, Cable Television, and Internet Service**

Telephone, cable television and internet service are provided by one or more independent contractors. Tenants are advised to contact the Community Management Office for information on service providers, connection requirements and fees. Any damages to the home that result due to installation of services will



be charged to the tenant. All new construction or remodeled homes have been pre-wired for telephone, internet, and cable. If FBFC enters into an exclusive agreement for telephone, cable television or internet service, Tenants will be required to use the exclusive provider within the terms of the exclusive contract.

**7.6. PROPERTY POLICIES**

Family Housing on Fort Benning and Porter Village is provided as a privilege. FBFC is not obligated to provide housing to any person, and occupancy may be terminated if the privilege is abused.

**7.1 Access to Homes**

Except in the event of emergencies, For for all scheduled Preventative Maintenance, unit inspections or other needs to access the Premises, advance notice will be given to the Resident by the Landlord. Routine Maintenance Repairs are responded to during normal business hours. See Paragraph 618 "Entry onto Premises" of the Lease Agreement for more details.When practical, FBFC agrees to enter the unit only during business hours, to provide written notice at least 24 hours in advance, or to enter the unit only after receiving the Tenant's consent, except in the case of an emergency.

**7.2 Animal Control**

When necessary, tenants should contact their designated management office, or the 24-hour maintenance number should they need animal control services.

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**7.3 Automobile/Motorcycles/Other Motor Vehicles**

Inoperable or unsightly cars, motorcycles, and other motor vehicles (such as cars with flat tires, broken windows, etc.) will not be permitted in or around the community. Any vehicles that are improperly parked, inoperable, unlicensed, or have expired license plates or expired inspection stickers may be towed away at the vehicle owner's expense. The Provost Marshal's Office will be notified of any vehicles in violation of installation policy and will authorize the towing of the vehicle at the owner's expense. Tenant agrees to abide by parking regulations and to require guests to abide by all parking regulations. Please do not repair or change the oil of your vehicle on the property. (The installation has an Auto Skill Center designated for such maintenance.) Do not empty vehicle trash, including ashtrays, onto the ground or in parking lots.

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Privately owned off-road vehicles (ORV), all-terrain vehicles (ATV) of any type (3 or 4 wheeled), electric assisted bicycles and scooters are prohibited on Fort Benning. Please see MCoE Regulations 210-5, Section II.

**7.4 Basketball Backboards / Soccer and Hockey Goals**

Only portable basketball backboards, hockey and soccer goals, and other portable recreation equipment are authorized in the family housing areas. Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences, or trees. Backboards also shall not be affixed to permanent or semi-permanent freestanding poles. Portable units must be used in safe and approved areas that do not threaten to damage houses, ancillary structures, or grounds, and that do not create a nuisance or affect the quiet enjoyment of neighbors.

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All recreation equipment, including basketball, hockey and soccer goals, and related equipment must be returned to a proper storage area after use. No court markings are to be painted on to the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Tenants are encouraged to use the basketball courts and playing fields provided throughout the housing areas and community village centers so long as they are adhering to all rules and regulations.



**7.5 Changes in Tenant Status (Active-Duty Active-Duty Military Service Members)**

If, at any time after entering into tenancy, a Service Member dies, is discharged from military service, or has a change in dependent or marital status, the ~~Resident Occupancy Lease~~ Agreement (ROA) shall be terminated in accordance with the terms listed below.

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~~If the Service Member dies, eligible dependents may continue to occupy the unit for up to 365 days, subject to the surviving spouse or guardian executing a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all terms and conditions contained in the Agreement. The surviving spouse or guardian may terminate the TOA at any time during the term of the Agreement by giving five (5) days written notice.~~

~~If the Service Member dies, an adult member of his or her immediate family or personal representative of the estate shall deliver to Landlord a written notice of termination. The lease will terminate thirty (30) calendar days after the due date of the next Rent payment following delivery of the written notice of termination. See Paragraph See Paragraph 10.G.(2) (i) of the Agreement for more details.~~

If the Service Member is honorably discharged from military service, the Service Member and eligible dependents may continue to occupy the unit for up to thirty (30) days subject to the execution of a Temporary Occupancy Agreement (TOA), agreeing to pay rent and be responsible for all terms and conditions contained in the Agreement. The Service Member is required to provide immediate notice of any such change in eligibility status. The Service Member may also contact the Community Management Office for additional housing options available. The Service Member must vacate quarters within ten (10) working days if discharged from military service under other than honorable conditions.

If the Service Members dependent or marital status changes, Service Member is required to immediately notify FBFC of any such change in eligibility status. If Service Member becomes ineligible for family housing, the Service Member and eligible dependents may continue to occupy the unit for up to thirty (30) days. The Service Member is required to provide immediate notice of any such change in eligibility status. If Service Member does not immediately notify FBFC of any change in eligibility status, Service Member is liable for paying the market rate rent for a comparable off-post home, calculated from the time the Service Member became ineligible until such time as the unit is vacated. Market studies detailing the current market rents are maintained in the FBFC Welcome Center. [See Paragraph 10.G.\(2\) \(i\) of the Agreement for more details.](#)

**7.6 Dispute Resolution Process**

[Section 9 is amended to add the preliminary dispute resolution process:](#)

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[As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:](#)

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**(1)** [Submit a complaint in writing to the Community Director: To initiate the preliminary dispute resolution process, you must:](#)

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**(i)** [Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation \(i.e., complete written description of the issue, photos, invoices, estimates, etc.\), and detailing what](#)

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specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.

(ii) Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.

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(iii) Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.

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(2) Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:

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(i) Make a written request to your Community Director that your complaint be elevated to the Regional Representative.

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(ii) Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.

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(iii) Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

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If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the MHO. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above before pursuing the informal dispute resolution process through the MHO. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the MHO, does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease, which will be provided upon request.

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The Dispute Resolution Process and Universal Lease are only applicable to eligible active-duty service member tenant who have signed a Universal Lease or its applicable addendum. Any service member tenant who has not yet executed a Universal Lease form for their residence but wants to engage in the formal dispute resolution will be required to agree to the terms and conditions of the Dispute Resolution Process.

~~In the event a Tenant has a concern regarding their housing or housing assignment, Tenants are encouraged to handle disputes with the Community Manager in their village. Tenants may submit a written letter to their local community management office. If the Tenant feels that the issue was not adequately~~





~~resolved by their Community Manager, they may contact the Resident Engagement Manager (706-685-7848). If the Tenant feels that the issue was still not adequately resolved, they may contact the Assistant Community Director or Community Director (706-685-3939). If the Tenant is not satisfied with the Community Director's decision, they may contact the Army's RCI Liaison (706-545-3009) or (706-545-8119) and arrange a meeting with the Community Director and RCI Liaison.~~

**7.7 Deliveries**

~~Commercial deliveries may be accepted for Tenants by FBFC representatives at the Community Management Office, space permitting. If accepted, each delivery will be recorded. Persons picking up the package from FBFC must sign for each package. Packages are only available for pick-up during office hours. At no time will packages be distributed outside office hours or delivered to a home. Packages will be delivered directly to residents by the postal carrier. Retrieved by persons other than the addressee, require written permission from the addressee. FBFC is not responsible for packages that are delivered to the neighborhood management office.~~

**7.8 Eviction/Involuntary Termination of Agreement**

FBFC management will be the approving authority on all involuntary terminations for misconduct or violations of Resident Responsibility Guide requirements by Tenants, family members and guests.

Except in situations involving manifest danger or threats to the health and safety of Tenants or their guests, acts of misconduct or violations of Resident Responsibility Guide requirements will result in a written notice to the Tenant from the FBFC staff. Violations are subject to various remedies, including reports to Command, fees to bring the home into compliance, fines and/or possible Eviction or Non-Renewal. The notice will detail the misconduct or violation, the corrective action required, the timeframe for the corrective action, and what action will be taken if further violations occur. However, in serious cases or where a pattern of misconduct occurs; FBFC may terminate the Agreement and evict the Tenant in accordance with state and local law for violations of the Agreement. The following action by a Tenant or a Tenant's guest(s) may result in eviction: (i) action affecting or threatening to affect the health or safety of other tenants in the community (ii) action resulting in significant damage to the housing unit or units, or (iii) action which substantially interferes with the right to quiet enjoyment of other Tenants of the community.

<b>Fort Benning Family Communities Standard Resident Responsibility Guide Enforcement Steps</b>
<b>Step 1: Initial Contact</b> Inform the Tenant of the violation verbally, through email or through a note.
<b>Step 2: Friendly Reminder</b> If the violation has not been corrected, the Tenant is issued a Friendly Reminder and has 48-hours to correct the violation.

<p><b>Step 3: Lease Violation</b> If the violation has not been corrected at the re-inspection date, the Tenant is issued a Lease Violation with a second re-inspection date.</p>
<p><b>Step 4: 2nd Lease Violation</b> If the violation has not been corrected at this point, the Tenant is issued a letter of non-compliance with 24-hours to correct the violation. The Service Member's command may become involved <u>and RCI will be notified.</u></p>
<p><b>Step 5: Letter of Eviction or Non-Renewal</b> Depending on the severity of the non-compliance, the Tenant may be issued a 60-day written notice to vacate or eviction may be filed.</p>

Commented [20]: And RCI will be notified.

**7.9 Exception to Policy**

In the event a Tenant wishes to ask for an Exception to Policy (ETP), the Tenant can pick up an Exception to Policy form from their Community Management Office and return it to their Community Manager. Tenants should bring their concerns first to their Community Management Office to see if resolution can be made. If the Tenant feels the issue has not been adequately resolved and feels there are circumstances that warrant an exception to policy, the Tenant may submit a written request to be reviewed by the Exception to Policy committee for final resolution.

The committee consists of the Army RCI Director, Clark Realty Project Executive, and if necessary, Garrison Command. The Tenant must complete the Exception to Policy form and attach a written request. A written notification of the final decision will be provided to the Tenant after it is reviewed by the board, which could potentially take up to two weeks.

**7.10 Extended Absence**

Tenants may notify the appropriate Community Management Office whenever their home will be unoccupied for a period of seven (75) days or more (e.g., vacations, TDY, etc.), so that FBFC can inform the Provost Marshal Office (706-545-7107) and request periodic security checks under the PMO's House-watch Program.

**7.11 Emergency Access**

In the event of an emergency, death or illness involving a Tenant, FBFC will not allow access to any person(s) not listed as additional Tenants/Occupants on the Occupancy Agreement nor release the Tenant's possessions unless FBFC receives written authorization from the Tenant or from a fully authorized, legally designated representative (i.e., valid Power of Attorney), ~~unless directed~~ unless directed otherwise by a court of competent jurisdiction.

**7.12 Energy Conservation**

Tenants are responsible for practicing energy conservation, avoiding waste, and abiding by installation energy management policies and procedures. Energy conservation is to be practiced, to include turning off all exterior lights during daylight hours and closing storm windows completely during the heating and air conditioning season. Additionally, FBFC encourages Tenants to turn off lights in rooms when not in use.

More than half of the energy used in a family home goes into heating. Heating water uses about 15%. Lighting, cooking, refrigeration, and operating appliances and computers account for the rest. Energy conservation is a key element in our country's effort to become "energy sufficient." Everybody wins with energy conservation. By using less energy, we save money. The energy conservation basic policies are



established with the understanding that a housing resident-tenant can conserve and reduce energy consumption without sacrificing comfort.

Commented [21]: Let's add emergency conservation tips on line?

### 7.13 Failure to Repair

Where FBFC has a duty to repair or remedy a condition that materially affects the physical health or safety of a Tenant, the Tenant may not terminate the Occupancy Agreement, withhold rent, offset rent against needed repairs, or pursue judicial remedies unless all of the following procedures have been followed:

- (i) the Tenant has given FBFC prior written notice to repair or remedy a condition which materially affects the physical health or safety of an ordinary Tenant;
- (ii) FBFC has had a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor and utilities from the utility provider;
- (iii) FBFC has not made a diligent effort to repair or remedy the condition;
- (iv) Resident-Tenant has given subsequent written notice to FBFC stating that the Tenant intends to terminate the Occupancy Agreement, complete the repair and deduct charges from rent, or pursue judicial remedies in the event the condition is not repaired or remedied; and (v) the Tenant is not delinquent in the payment of rent when both of the notices were given.

### 7.14 Family Child Care in the Home

In accordance with AR 608-10, housing can be used as an authorized Family Child Care (FCC) home. Tenants must contact the Fort Benning Child & Youth Services Office in order to apply for FCC certification and approval. Only those Tenants who have successfully completed the FCC requirements are eligible to function as a Family Child Care Home in FBFC communities. Tenants providing FCC in their homes agree to hold harmless FBFC against action arising from the use of their home as an FCC facility. The cost of adding any equipment or service required to use the home as an FCC facility is the responsibility of the Tenant. Department of Defense, Army, and FBFC regulations and policies require individuals who provide childcare in their home for more than 10 childcare hours per week on a regular basis to become a certified Family Child Care (FCC) provider.

### 7.15 Guests and Visitors

Tenants are allowed to have non-immediate family and unrelated guests in their homes for up to 30 consecutive days. Any guests staying longer than thirty days must have written permission from FBFC.

Tenants are responsible for the conduct of their guests and will be held personally responsible for compliance with all policies and procedures by their guests. Hosting guests is a privilege, and FBFC reserves the right to revoke this privilege from any resident-tenant at any time. Guests found unescorted and/or in violation of any FBFC policies may be removed from the facility immediately, potentially banned permanently and may cause their host to be charged with any violations where their guests are involved or responsible.

### 7.16 Holiday Decorations/Outside Lighting

Holiday lighting and decorations may be displayed during the month of or 15 days prior to the celebrated holiday, whichever is longer. All decorations are required to be removed 15 days after the occasion. Decorations, which may be considered offensive are prohibited. The use of staples, nails, screws, or other mechanical fasteners to attach decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorative lighting, garlands, etc.

Attachment of anything to vinyl siding is prohibited. Lights and/or decorations are not authorized to be placed on roofs, trees and/or chimneys. Additionally, electrical decorations must be unplugged when Tenants are away from the home.



Outside lighting must be Underwriters Laboratories (UL) approved and factory listed for outside use. Running electric cords through windows and doors or across heating ducts or ventilation systems is prohibited, as this causes a fire safety hazard. All exterior lighting must be Ground Fault Indicator (G.F.I) protected. Tenants are reminded that homes have limited amp circuits, and care must be taken to prevent overloading.

#### 7.17 Home Business

The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. Private businesses may not be operated from homes without FBFC approval. See Section 7.14 regarding Family Child Care (FCC) in the home. Any Resident determined to be operating a business in their home without FBFC approval will be deemed in default of the occupancy agreement.

**Commented [22]:** This also needs to be referred to in the occupancy section at the beginning.

#### 7.18 Lockout Services

In the event a Tenant locks themselves out of their home during office hours, the Community Manager will provide the Tenant access to their home provided proper identification can be produced. A Tenant is defined as the Tenant or an Authorized Occupant as listed on the Resident Occupancy Lease Agreement. This does not include any minor dependents (under the age of 12), visitors, etc. It is the Tenant's responsibility to ensure that the Authorized Tenant List for their home is up to date.

When a resident tenant is locked out of their home outside of office hours, the maintenance staff will provide the Tenant access to their home provided the Tenant can produce proper identification. After hours lock-outs will result in a charge of \$50.00.

#### 7.19 Noise/Quiet Hours

Quiet hours will be observed between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between 12:00 a.m. and 8:00 a.m. on Friday and Saturday. Outside of established Quiet Hours, Tenants are required to control the volume of stereos, TVs, and musical devices within their home so that they do not disturb the Tenants of other homes.

Please be considerate of your neighbor since other Tenants may have non- standard working hours or situations that can be adversely affected by noise emanating from outside their home. Noisy or disorderly conduct will NOT be tolerated at any time.

#### 7.20 Parking

Parking is permitted only on paved surfaces in designated parking areas. Parking on lawns, planted areas, sidewalks and patios is strictly prohibited. In most cases FBFC will not assign parking spaces.

RVs, boats, boat trailers, trailers, or commercial trucks may not be permanently parked or stored on the street, driveways, yards, or parking lots in any housing area. Recreational vehicles may not be parked in housing areas for more than a 24-hour period. If the Tenant has an emergency that requires parking longer, the Tenant must notify and receive written permission from their community management office in the form of an Exception to Policy (ETP).

Boats, RVs and other recreational vehicles can be stored inside a garage as long as the door can be closed. Fort Benning maintains a recreational vehicle storage lot for recreational vehicles and equipment. Arrangements for storage are to be coordinated with MWR outdoor recreation. If storage is unavailable, arrangements for storage should be made at an off-post storage facility.

#### 7.21 Pet Policy

Tenants must request and obtain written approval from management prior to bringing any pets onto the premises, including visiting pets. Tenants are required to register all pets with the Fort Benning Veterinarian



Treatment Facility within 30 days of occupying a home or acquiring a pet unless additional time is approved by FBFC in writing. Tenants must provide Landlord with proof of registration on an annual basis. Tenants are required to notify management of any visiting pets, to include specifications of the pet and the duration of stay.

A maximum of 23 pets (dogs/cats) are allowed. No fees or deposits are required for the first two (2) pets. However, a refundable deposit of \$250.00~~300.00~~ is required for the 3rd approved uncaged each pet. Small birds, fish, hamsters, guinea pigs, rabbits, gerbils, and other common house pets, which are properly caged in a domicile designed for their habitation, are not counted against pet limits and may be allowed in the premises with prior approval. Fish tanks which hold more than 5 gallons of water are prohibited unless approved in writing by the Landlord in advance.

Pit Bulls, American Staffordshire Terriers, Rottweiler's, Doberman Pinschers, Chows, Wolf Hybrids or any dog with these breeds in their lineage are restricted and will not be permitted (with the exception of certified law enforcement dogs or service animals). FBFC reserves the right to request a clinical breed determination test, at the owner's expense, at any time prior to allowing the pet on the premises.

Pets must be on a leash at all times when outside the fenced area of a home or in an approved dog park. Electronic restraint devices do NOT meet the leash requirement. Tenants must dispose of pet waste daily in their fenced backyards. Pets cannot be tied or staked outside of the home. Pets may be housed in Tenant's yard only when a fence, meeting community guidelines, is installed. Pets must have suitable shelter from inclement weather and have continuous access to food and fresh water. Suitable shelter shall be deemed to be a structure of sound construction, sufficient to provide shade from sun and protection from rain and wind. Inclement weather shall be described as excessive wind, rain, snow, or temperatures above 80°F or below 50°F.

Tenants who walk their pets must carry a plastic bag or other appropriate container to retrieve and dispose of any waste. Tenants may be fined \$25.00 for not cleaning up properly after pets.

If the Tenant or any guest violates any term of the above pet policy, the Tenant will be subject to a fine of \$50/day/incident until the violation is corrected or the pet is removed from the property.

**7.22 Playhouses/Children's Swing Sets**

Permission to build a fort, playhouse, or swing set must be obtained from the Community Management Office prior to installation. Forts and swing sets will not be attached to buildings, trees, or shrubs and must not be over 8 feet in height. If the installation involves any digging, a digging permit must be obtained. Tree houses and tree swings are not permitted in family housing.

Commented [23]: No mention in the UL

**7.23 Pools, Hot Tubs, & Spas**

Pools deeper than eighteen (18) inches are prohibited. Small wading hard plastic pools no deeper than eighteen (18) inches and no larger than eight (8) feet in diameter are permitted. An adult (18 years or older) must be present to supervise pool use. Pools must be immediately drained when not in use. Pools are not to be utilized in the front of the residence; instead, they must be placed in the back of the residence or on the side of the residence if there is no backyard. Hot tubs and spas are not permitted.

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**7.24 Prohibited Conduct**

Prohibited conduct within the Fort Benning Family Communities include possessing a weapon prohibited by law, discharging a firearm within the community, or displaying a firearm in the common areas in a way that may alarm others. In addition, possession or sale of illegal drugs, disposing of hazardous chemicals in a manner contrary to local ordinance, harassing or discriminatory acts, and disturbing the rights or comfort of others are considered breach of the Resident Occupancy Lease Agreement and may result in eviction.

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**7.25 Reimbursement for Damages**

Tenant shall promptly reimburse FBFC for any loss, property damage, or costs of repairs or service to the unit caused by negligence or by improper use by Tenant, Occupants or Tenant's guests, unless Tenant has properly made repairs pursuant to requirements or permissions set forth in the Agreement.

Such reimbursement is due at the time FBFC makes demand. FBFC's failure or delay in demanding any sums due by Tenant shall not be deemed a waiver. FBFC may require advance payment of repairs for which Tenant is liable. All payments are to be made by money order or cashier's check and delivered to the community management office.

**7.26 Tenant Services and Facilities**

FBFC may provide various services, equipment, and facilities for Tenant's use, which may include, but are not limited to, pools, fitness center facilities, business centers, playground equipment, and jogging/bike paths. Use of any service or facility is subject to the restrictions described in the rules, regulations or instructions provided at the facility.

Tenant agrees to use the equipment or facility in a prudent manner that is not offensive or dangerous, and in a manner, that is in compliance with policies established by FBFC or its representatives. FBFC retains the right to deny use or access to any Tenant, occupant, or guest who, in FBFC's opinion, fails to read and follow instructions or fails to comply with the rules or with any of the requirements.

**7.27 Satellite Dishes**

If allowed by applicable telephone, cable television and internet service contracts, the installation of satellite dish systems must be approved in writing by FBFC, in writing the form of an Alterations Request Form, prior to installation. The satellite dish must be located behind or to the side of the housing unit on a freestanding pole. Satellite dishes will not be attached to any housing structures such as homes, garages, utility poles, fences, or trees. No satellite dishes will be installed in the front yard. FBFC reserves the right to use landscaping or other screening materials in the event that satellite equipment is visible from the street. The maximum permissible size of a satellite dish is 18 inches. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches can be dug. Tenants are required to remove satellite dishes prior to vacating the home.

**7.28 Self-Help Equipment and Supplies**

The Self-Help Center is located at 385 Vibbert Street Fort Benning, GA 31905. All tenants may pick up basic maintenance and repair items. We encourage Tenants to bring the item they are replacing to ensure they receive the right style of part.

**Items available free of charge include:**

- 1 quart of touch-up paint within first 90 days of move-in.
- A/C filters (please bring size needed)
- Batteries for smoke detectors, CO detectors & garage remotes only.

Additional items are available for purchase to complete minor in home repairs to include, but not limited to, stove top drip pans & rings, microwave filters, blinds, towel bars, bagged mulch, specialty bulbs, etc. Tenants will be required to sign a charge sheet at the time the parts are received and will be billed by management. All balances are due within five (5) days.

**7.29 Soliciting**

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FBFC does not allow solicitors in residential areas. Tenants are asked to request that unauthorized solicitors leave residential community grounds immediately and then notify the Community Management Office.

**7.30 Speed Limit**

Speed limits within the FBFC residential community are regulated by the Provost Marshal's Office and normally are limited to 15 miles per hour, unless otherwise posted.

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**7.31 Storage Sheds**

Sufficient storage will be provided as homes are constructed or renovated. However, FBFC may, at its option, allow standard storage sheds for the Tenant's temporary use. Any tenant desiring to place a storage shed on the leased premises, must obtain written approval from management prior to doing so and will be at the tenant's expense. Sheds may only be placed in an approved location and may not be visible from the front of the home. Tenants shall not store food of any type, including pet food, bird seed, or any other material that may attract animals, rodents, or pests in the storage sheds.

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**7.32 Tents**

Erection of tents is authorized only for temporary use. Running electric extension cords from the quarters to the tent for the purpose of providing electrical power is strictly prohibited.

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**7.33 Trampolines**

Personally-owned trampolines are limited to 16 feet in width and must have side netting. Trampolines should be comparable in size to the home's backyard, only on a flat surface and cannot be located where there will be an adverse visual impact from the street or from neighbors' homes. A written request to erect a trampoline must be submitted to FBFC and approval must be granted prior to installation. Tenants are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

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**7.34 Waterbeds**

Waterbeds are not authorized in FBFC homes.

Commented [34]: No mention in the UL

**7.35 Weapons**

The use of firearms is prohibited. All personally owned firearms and weapons must be registered with the Provost Marshal office and stored in accordance with all applicable regulations. All weapons, to include BB guns, pistols, rifles, bows or any other weapon, may be stored in the home as long as they are locked, to include trigger locks, and stored out of the reach of children. Ammunition must be stored in a separate location from the firearm. Loaded firearms are not allowed at Fort Benning unless the owner is an active, full-time member of a local, state, or federal law enforcement agency or military service member authorized to carry the weapon during the normal course of their duties.

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**7.36 Yard Sales**

Individual yard sales are not permitted. Community-wide yard sales are sponsored, coordinated, and marketed by FBFC and/or MWR on a quarterly bi-annual basis.

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**7.37 Common Areas**

Common areas are those areas between homes and throughout communities that are available for use by all tenants. All recreational equipment and/or personal items should be removed daily. FBFC reserves the right to remove any item(s) that are left unsupervised.

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## 8 ~~RESIDENT OCCUPANCY LEASE~~ AGREEMENT / GUIDE CHANGES

### 8.1 Changes in the Agreement

From time to time, it may be necessary to change existing rules and/or adopt new rules. If rule changes or additions are required, written notice of such changes and/or adoptions will be delivered to all Tenants electronically via email and posted on the community website. Tenant agrees that, by remaining in their home, they agree to adhere to such changes and/or adoptions.

### 8.2 No Oral Agreements

No oral agreements may be entered into and the ~~Resident Occupancy Lease~~ Agreement and Resident Responsibility Guide shall not be modified unless by written amendment or addendum. This is the entire Agreement. The ~~Resident Occupancy Lease~~ Agreement and its supporting documents are intended to comply with all applicable provisions of the State of Georgia's Landlord Tenant laws.

This Agreement shall be construed in accordance with such Law and the other applicable laws of the State of Georgia and all obligations hereunder are to be performed in Chattahoochee, Muscogee or Lumpkin County, Georgia, in which the Premises are located.

## 9. COMMUNITY POOL RULES

The following pool rules are in place to ensure the healthy enjoyment of the pool by all guests:

- Swim at your own risk; no lifeguard on duty.
- Only Villages of Benning Tenants with a valid pool pass are permitted in pool area.
- Shower before entering the pool.
- Children under the age of 16 must be accompanied by an adult.
- All children under the age of 3 must wear swim diapers.
- Proper swimming attire is required—no cutoffs, shorts, or t-shirts.
- Pets are not allowed in the pool area at any time.
- No glass containers or grills allowed on the pool deck.
- No diving, jumping, running or rough play is allowed.
- Playing with the safety equipment or pool furniture is prohibited.
- No smoking, alcoholic beverages, abusive language, or loud music.
- No food or drinks are permitted within 10 feet of the swimming pool.
- No bicycles, skates or skateboards are allowed inside pool gates.
- Persons under the influence of alcohol or drugs are not permitted in the pool area.
- Persons with illnesses, open wounds, skin, eye, or ear infections should not enter the pool.
- All trash must be placed in trash containers.