

The Villages at Belvoir Review Acknowledgement

I, _____, understand that this Review Acknowledgment form (“Acknowledgment”) is for notification purposes only, and does not constitute a binding agreement between Fort Belvoir Residential Communities, LLC, and that the Lease and any addendums or exhibits thereto (the “Lease Documents”) constitutes the binding agreement, notwithstanding any conflict with any language set forth below. I further acknowledge that the review of this Acknowledgment is not a substitute for me reading the Lease Documents, and represent that I have reviewed the Lease Documents to the extent I saw fit and I fully waive any argument that I did not read the Lease Documents or any portion thereof.

Page 3: 2-A - PARTIES TO LEASE: I, _____, understand that the Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Fort Belvoir Residential Communities, LLC and that the Premises is managed by The Villages at Belvoir as outlined in the Tenant Lease Agreement executed between myself and Fort Belvoir Residential Communities, LLC., on _____ for the Premises known as _____, Fort Belvoir, VA 22060.

Page 3: 2-B - TERM: I understand that my lease term as outlined is from _____ to _____ and that at the end of my lease term, I am then considered on a month-to-month lease.

I understand that I must give a 30-day written notice prior to moving out or I will be financially liable for up to 30 days from the date of notice. If I receive short notice orders, I understand I must submit them within 10 days of receipt to waive the 30-day notice requirement.

I acknowledge that I have been made aware of the Early Termination Fee as outlined in the lease, page 17, section 4 (i-iii).

Page 3: 3-A - PREMISES: I agree that I have conducted a walk-through inspection of the Premises and understand that any defects or damages must be noted on the Move-In/Move-Out Inspection Form and submitted to The Villages at Belvoir within five (5) business days from the date of accepting the Premises.

Page 5-C FINAL MOVE-OUT INSPECTION: I understand that The Villages at Belvoir will perform a final move-out inspection within two (2) business days after I vacate the Premises and that I am responsible for any damages that are not described on the Move-in/Move-Out inspection form in accordance with section 3-A.

Page 6: 4-A and 4-A-1 - RENT: I have reviewed the rent amount and confirm it is the Fort Belvoir BAH rate for my rank and year of inprocessing.

I understand that rent payments are in arrears (e.g., Rent received on/about 1 June covers rent for the month of May not June)

I understand that I must promptly inform The Villages at Belvoir of any change of status to include marital or dependent status changes or changes in rank that affect my BAH.

Page 8: 7-A - OWNER'S RESPONSIBILITIES: The work order procedures have been explained to me and I understand the various ways to submit a request for a routine service order via telephone call, email, website, the ActiveBuilding online resident portal, and/or in writing at either The Villages at Belvoir Housing or Maintenance offices.

I understand that it is my responsibility to submit any requests pertaining to immediate life, health, or safety issues by telephone call.

Page 9: 7-C - TENANT'S RESPONSIBILITIES: I acknowledge that I was issued a copy of The Villages at Fort Belvoir Resident Responsibility Guide.

I understand that I am required to maintain the Premises in a clean and sanitary condition in accordance with the housekeeping policy as stated in The Villages at Fort Belvoir Resident Responsibility Guide.

I understand that it is my responsibility to maintain the cleanliness (pick up of trash/debris) of the exterior of my home to include all fenced areas, the front yard to the sidewalk and up to 10 feet from the structure on the sides of the home.

I understand that if I desire to install a fence, I must obtain written pre-approval from The Villages at Belvoir and that all fences must be of the type approved by The Villages at Belvoir and installed in a pre-approved location. I also understand that it is my responsibility to maintain all Resident installed fencing and to mow within the fenced area and at least one mower strip on the outside perimeter of the fence, removing weeds, grass and debris from around the fence.

I was briefed on the parking policy and understand that parking my vehicle on the lawns, planted areas, sidewalks and patios is strictly prohibited. Garages are to be used for their primary reason: parking of vehicles – not living or storage. At all times, the Resident is required to maintain enough space in their garage for the appropriate number of non-recreational street legal vehicles to be parked.

I understand that vehicle repair and maintenance activities are prohibited in the housing areas. Permissible activities include the replacement of a flat tire and changing of a battery or any other maintenance that can be completed to ensure the vehicle is in running condition within twenty-four (24) hours. No other vehicle service or repairs are allowed at any time.

I understand that RVs/trailers may not be stored in housing without prior approval from The Villages of Belvoir. The exception to this is a trailer or Recreational Vehicle that is parked at the Premises temporarily for loading or unloading, with permission from The Villages at Belvoir office.

Page 10: 7-D & E Alterations/Improvements and Repairs: I understand that I am not authorized to make any repairs to the Premises, the fixtures within the premises or any adjacent areas, without prior written authorization from The Villages at Belvoir.

I acknowledge that I shall make no alterations to the Premises without the express written consent of The Villages at Belvoir. Any fixtures installed shall be at our 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 us upon the termination of this Lease without causing damage to the Premises, the building or adjacent areas.

Page 10: 8 -Right to Relocate 2 and 3: I understand that after I accept a home, I may request to move to a home in another housing area if my military pay grade changes in the event of promotion or demotion, or if my bedroom qualification changes. In either case, the move would be voluntary, dependent on housing category availability, and at my sole cost and expense.

Page 12: 9 - DISPUTES: I understand that any disputes should first be attempted to be resolved informally with The Villages at Belvoir. If a resolution cannot be made, I understand that the Army Housing Office (AHO) should be contacted to assist me in an informal resolution with The Villages at Belvoir. I understand if a resolution cannot be reached using the informal resolution process, I may submit the request or concern to the AHO for formal dispute resolution, in accordance with the Dispute Resolution Process as outlined in the lease agreement.

Page 12: 10-A- UTILITIES: I have been briefed on the utility program and understand I am to make a conscientious effort to conserve energy.

Page 13: 10-B - LIABILITY: (1) I acknowledge that neither The Villages at Belvoir, nor the Government has any liability whatsoever for any loss or damage to my personal property or leasehold improvements; (2) Other than ordinary wear and tear, I acknowledge I will be liable for all damages to the Premises that are not described on the Move-In/Move-Out Inspection Form; (3) I acknowledge that Renters Insurance is a requirement for occupancy at The Villages at Belvoir and that I am required to obtain and furnish The Villages at Belvoir with evidence of Renter's Insurance throughout the entire term of the lease; and (4) I acknowledge that I am solely responsible for the above for all acts including but not limited to flood, natural disasters, acts of nature, power failures, etc...

Page 14: 10-D - OCCUPANTS AND PERMITTED USE: I have confirmed the occupants listed on my lease are accurate. I understand that I must promptly inform The Villages at Belvoir of any change of status to my household composition.

I understand that I am permitted to have temporary guest(s) reside in the residence for up to fourteen (14) consecutive days or up to thirty (30) days in a calendar year. If a guest is to remain longer than fourteen (14) consecutive days or more than thirty (30) days in a calendar year, a Bona Fide Guest Form must be completed and submitted to The Villages at Belvoir office along with a copy of a current Fort Belvoir Access Badge or other valid identification card.

Page 15: 10-E- ASSIGNING AND SUBLETTING: I understand that I am not permitted to sublet any portion of the Premises, nor transfer, nor assign Tenant's rights under this Lease or permit any part of the Premises to be used by any person other than who is listed as an occupant on the lease.

Page 15: 10-F - ANIMALS: I understand that I am responsible for my pet(s) and animal(s). I understand that I am required to obtain written consent from The Villages at Belvoir for any pet, service animal or emotional support animal and have been made aware of the Fort Belvoir Pet Policy and will provide The Villages at Belvoir verification of registration with the Fort Belvoir Veterinary Clinic, for each pet, service animal or emotional support animal in my household.

I understand all of the above requirements need to be completed within five (5) business days from the date of accepting the Premises or within five (5) business days from the date of obtaining a new pet, service animal or emotional support animal.

Page 20: 10-P- NOTICES: I acknowledge that any notice from The Villages at Belvoir 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.

I understand that I am required to give all required notices to The Villages at Belvoir in writing, delivered personally or sent by mail or email. I confirm that I was briefed about The Villages at Belvoir Website, ActiveBuilding online resident portal and Facebook page.

Tenant Signature

Date

**FOR EXAMPLE
PURPOSES ONLY**

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 Belvoir Residential Communities, LLC, as owner of the subject Premises (“**Owner**”), acting by and through its authorized agent, The Villages at Belvoir (“**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 at Belvoir, whose address, email, and phone number are specified in Box 13 of Schedule 1. The Villages at Belvoir 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 Belvoir.
- 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 Addendum¹. 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 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/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 Fort Belvoir (the "Installation") where the Premises are located, BAH shall be determined in accordance with Service policy applicable to such Tenant². 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 1/30th 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.

- (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]

Schedule 1 – KEY LEASE TERMS

1. COMMUNITY The Villages at Belvoir					
2a. UNIT NUMBER		2b. UNIT ADDRESS			2c. UNIT TYPE Home
2d. CITY Fort Belvoir		2e. COUNTY Fairfax	2f. STATE VA		2g. ZIP 22060
3. CURRENT DATE (MM/DD/YYYY)		4. LEASE COMMENCEMENT DATE (MM/DD/YYYY)		5. LEASE END DATE (MM/DD/YYYY) months from the commencement date (see Section 2)	
6. TENANTS - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (All individuals 18 years of age or older)					
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					
7. MONTHLY RENT (Due on the [first / last] day of the [Current / Subsequent] Month)				Due on first day of subsequent month	
7a. FIRST MONTHLY PRO RATED RENT (If this agreement is effective any day other than the first day of the month)				Due on first day of subsequent month	
8a. RENT CONCESSION MONTHLY AMOUNT					
8b. RENT CONCESSION APPLICABLE DATES (mm/dd/yyyy – mm/dd/yyyy)					
9. SECURITY DEPOSIT AMOUNT				Not Applicable	
10. LATE CHARGE (Applied after the 5th of the Month)				10% of the monthly amount due for each amount due if rent not received within five days of the 1st of the month	
11. RETURNED CHECK CHARGE				\$50 for 1st dishonored check and \$35 for any additional	
12. UTILITIES PAID BY OWNER Electric, water/sewer and as applicable, gas					
13. RENT PAYABLE TO MANAGEMENT OFFICE (Insert Street Address, City, State, Zip, Telephone, and Email): Office Name: Street Address: Telephone: 703.781.					
14. LIST OF ALL OCCUPANTS (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

15. EMERGENCY CONTACT

15a. NAME	15b. RELATIONSHIP	15c. TELEPHONE
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16. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:

17. READ AND ACCEPTED BY:

TENANT	TENANT
PRINTED NAME	PRINTED NAME
DATE	DATE

18. OWNER / OWNER'S REPRESENTATIVE:

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.

Standard Fees		
<u>Item</u>	<u>Amount</u>	<u>Details</u>
Late fees (in accordance with Section 5 of the Lease)	10%	10% 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	\$50	for 1st dishonored check and \$35 for additional
Pet deposit (refundable)	\$250	Per pet. Up to three 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.

Optional Service Fees¹		
<u>Item</u>	<u>Amount</u>	<u>Details</u>
Amenities Rental	\$25/\$50	\$25.00 for all Neighborhood Centers & \$50.00 for Woodlawn Neighborhood Center

¹ 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 MHO 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 MHO/HSO inspection, the MHO/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).

**FOR EXAMPLE
PURPOSES ONLY**

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 AMHO/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 AHO Representative:

Date:

Signature:

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

Move In		Move Out		Legend ND-No Damage, FRF-Front, NO-None Operational, ESP-Splashes, WRN-Warn, SCR-Scuffed, TRN-Torn, STN-Stained, CHP-Chipped, DNT-Dent, RPR-Repair, CRPT-Carpet, VYL-Vinyl, AF-Air Filter, SMK-Smoke, HVY-Heavy, DAM-damaged, TO-Throughout	Any rank changes in the last 30 days? Signed Waiver to apply BAH toward charges by deadline? If applying BAH-Full or Partial BAH?	YES	NO				
Address	Phone	Address	Phone			YES	NO	FULL	PART	NOT APPLICABLE	QC
Resident: _____ House: _____ Remote: _____ Email: _____	Resident: _____ House: _____ Remote: _____ Email: _____	Resident: _____ House: _____ Remote: _____ Email: _____	Resident: _____ House: _____ Remote: _____ Email: _____								
Address: _____ Mail: _____ Garage: _____ Forwarding Address: _____	Address: _____ Mail: _____ Garage: _____ Forwarding Address: _____	Address: _____ Mail: _____ Garage: _____ Forwarding Address: _____	Address: _____ Mail: _____ Garage: _____ Forwarding Address: _____								
Phone: _____ Beds: _____ Baths: _____	Phone: _____ Beds: _____ Baths: _____	Phone: _____ Beds: _____ Baths: _____	Phone: _____ Beds: _____ Baths: _____								
Entry Way/Hallway/Stairs	Entry Way/Hallway/Stairs	Entry Way/Hallway/Stairs	Entry Way/Hallway/Stairs								
Living Room/Dining Room	Living Room/Dining Room	Living Room/Dining Room	Living Room/Dining Room								
Kitchen	Kitchen	Kitchen	Kitchen								
Family Room	Family Room	Family Room	Family Room								
Laundry Room	Laundry Room	Laundry Room	Laundry Room								
Garage/Storage	Garage/Storage	Garage/Storage	Garage/Storage								
Bathrooms	Bathrooms	Bathrooms	Bathrooms								
Bedrooms	Bedrooms	Bedrooms	Bedrooms								
Yard/Patio/Balcony	Yard/Patio/Balcony	Yard/Patio/Balcony	Yard/Patio/Balcony								
Exterior: Fence	Exterior: Fence	Exterior: Fence	Exterior: Fence								
Trash Cans	Trash Cans	Trash Cans	Trash Cans								
Mail Pole/Mail Box/Parking Pass	Mail Pole/Mail Box/Parking Pass	Mail Pole/Mail Box/Parking Pass	Mail Pole/Mail Box/Parking Pass								
Go Beds Needed	Go Beds Needed	Go Beds Needed	Go Beds Needed								
<p>By initialing this box, the resident confirms understanding and agrees to the following: I have (3) 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.</p>				<p>This is an invoice, that is due and payable immediately, before we can sign your closing papers. Any credits due will be processed <u>after</u> end of month BAH is received.</p>							
Resident: _____ Date: _____	Resident: _____ Date: _____	Original: Resident File Yellow: Maintenance	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	Resident: _____ Date: _____	
Inspector: _____ Date: _____	Inspector: _____ Date: _____		Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	Inspector: _____ Date: _____	
				Excess Charge Sheet Total Damages Total: Pay \$ Go / Flooring Costs: Ledger Charges (not including BAH): Pro-Rated Rent: Conservate: Total Charges Due: Applied Pet Deposit: Applied BAH: Other Credits (if applicable): End Balance: Check - MO - EFT - OTHER							



VIRGINIA COMMUNITY SPECIFIC ADDENDUM

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 _____ [Tenant”) and [Fort Belvoir Residential Communities, LLC (“**Owner**”), regarding property located at _____, Fort Belvoir, VA 22060 (the “**Premises**”). This Community Specific Addendum shall be dated as of the Effective Date. Any capitalized terms used herein but not defined shall have the meaning set forth in the Lease. The Tenant and Owner hereby agree as follows:

1. Premises Condition on Lease Commencement Date (Section 3.A):

Section 3.A of the Lease is amended by deleting the phrase “three (3) business days” from the first sentence thereof and replacing it with “five (5) days”.

Section 3.A of the Lease is further amended by deleting the sixth sentence thereof and replacing it with the following: If Tenant and Owner are unable to agree on a mutually agreed to time to conduct the walk-through inspection of the Premises with the Tenant or Tenant’s representative present, the Tenant shall be represented at the walk-through inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner unless Tenant objects to it in writing within five days after receipt of the Form.

2. Final Move-Out Inspection (Section 3.C):

Section 3.C of the Lease is amended by deleting the first sentence thereof and replacing it with the following: Owner shall perform a final move-out inspection within 72 hours of delivery of possession of the Premises by Tenant.

Section 3.C of the Lease is further amended by deleting the last sentence of the first paragraph and replacing it with the following:

Within forty-five (45) days following the date on which the Lease is terminated, 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.

3. Rent (Lease 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 resident’s Basic Allowance for Housing with dependents (BAH/WD). The monthly rental rate for civilians and retirees will be based on the market rate as set by Fort Belvoir Residential Communities, LLC. Payment will be made through personal check, money order, or electronic transfer funds from residents’ pay accounts as provided in the Tenant Lease Agreement. The military resident shall notify Fort Belvoir Residential 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 Belvoir Residential 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 at Belvoir Community Management Office at the time of move-in. On a case-by-case basis, economic hardship for a family may be accommodated by Fort Belvoir Residential 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 Belvoir Residential 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 at Belvoir Community Management Office on the first business day of the month that the resident is vacating. Any refunds will be paid to the resident within fifteen (15) business days of the move out date.

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

As a condition of housing, military personnel must ensure that their BAH allotment is activated for Fort Belvoir Residential 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.

4. Security Deposit (Section 4.D):

Section 4.D is amended to include the following:

During the term of this Lease if Owner determines that any deduction is to be made from the security deposit for charges arising under this Lease or by law, the Owner will give written notice to the Tenant of such deduction and shall itemize the reason for the deduction within thirty (30) days of the date on which the Owner makes the determination for the deduction. Owner shall not be required to provide such notification for deductions made less than thirty (30) days prior to the termination of the Lease. Tenant agrees to promptly pay the Owner such sums as may be necessary to restore the security deposit to the amount set forth in Schedule 1. Tenant is not entitled to have the security deposit applied to unpaid rent or late fees.

All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes late charges, non-sufficient funds fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the Lease; and (iv) replace or return personal property or appurtenances.

Within forty-five (45) days after Tenant vacates the Premises, Owner shall furnish or return by personal delivery or first class mail postage prepaid to Tenant: (1) an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) any remaining portion of the security deposit.

Security deposit will not be returned until Tenant has vacated the Premises. Any security deposit returned by check shall be made out to the Tenant named on this Lease, or as subsequently modified.

No interest will be paid on security deposit.

5. Fees (Lease Section 5):

Section 5.A of the Lease is amended to include the following:

In no event shall any late fee exceed the lesser of ten percent (10%) of one (1) month's Rent or ten percent (10%) of the remaining balance due and owed by Tenant.

Section 5.B is amended to include the following:

Owner may charge Tenant a \$50 processing fee for payment of Rent if payment has been refused by the payor bank because the drawer had no account or insufficient funds.

6. Entry onto Premises (Lease Section 6)

Section 6.A of the Lease is amended by deleting clause (b) and replacing it with the following: (b) if Tenant and Occupants listed in Boxes 6 and 14 of Schedule 1 are absent from the Premises in excess of seven (7) consecutive calendar days, without prior notice to Owners or Community Manager, Owner may enter the Premises as reasonably necessary to protect the Premises; further, if Tenant has abandoned the Premises, Owner may terminate the Lease. If it is unclear whether Tenant has abandoned the Premises, Owner will serve Tenant with written notice, requiring Tenant to give written notice to Owner within seven (7) days whether Tenant intends to remain in occupancy of the Premises. Upon expiration of Tenant's notice deadline, Owner may presume the Premises are abandoned and terminate the Lease.

Section 6.A of the Lease is further amended to delete clause "(h)" thereof.

7. Right to Relocate (Section 8):

Section 8.B is amended to include the following:

Except as otherwise agreed to by Owner and Tenant, Tenant may be temporarily relocated for a period not to exceed thirty (30) days. Owner will be responsible for the cost of temporary relocation accommodations, but Tenant shall be responsible for all expenses that arise after the completion of the temporary accommodation period.

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 resident 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 residents will have housing placement priority over any transfer unless an emergency situation exists.

The move will be at the resident's expense. Three working days will be given from the date the resident 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 at Belvoir within fifteen (15) days of the change in status. The Villages at Belvoir may approve or deny the retention request. If retention is denied by The Villages at Belvoir, then Tenant and all Occupants must vacate the Premises within thirty (30) days from receipt of denial. If retention is approved:

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. If Tenant is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.

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 The Villages at Belvoir within fifteen (15) days of the change in Tenant's status. The Villages at Belvoir may approve or deny the retention request. If retention is denied by The Villages at Belvoir, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

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.

All Rent will be paid by the adult Occupant directly to Owner when due.

All other terms and conditions of this Lease shall remain in full force and effect.

See Resident Responsibility Guide for all details and process.

8. Disputes (Lease Section 9):

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

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:

(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 (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 \$25.00. 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.

10. Early Termination Fee (Lease 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 equal to one (1) month's rent together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease.

11. Termination by Owner (Lease Section 10.I.):

Section 10.I. of the Lease is amended as follows:

The first sentence of Section 10.I.1 is deleted and replaced with the following:

Subject to applicable law, and notwithstanding anything to the contrary set forth in this Lease, Owner may terminate this Lease and, if necessary, obtain possession of the Premises, with or without terminating the Lease, in the quickest manner permitted by law, with or without judicial process and with or without notice, for any of the following reasons:

Section 10.I.1(ii) is amended by deleting the phrase "ten (10) calendar days" and replacing it with "thirty (30) calendar days"

Section 10.I.1(iii) is amended by adding the following thereto: if such acceptable care or damage is not remedied within thirty (30) calendar days of Owner and/or Community Manager notifying Tenant of the same.

Section 10.I.1 is further amended by deleting Section 10.I.1(vi) thereof.

Section 10.I.2 is amended by deleting the first sentence thereof and replacing it with the following:

Subject to applicable law, Owner may terminate this Lease upon thirty (30) calendar days written notice and, if necessary, obtain possession of the Premises, with or without terminating the Lease, in the quickest manner permitted by law, with or without judicial process and with or without notice, for any of the following reasons:

12. Notices (Lease Section 10.P.):

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. Keys and Locks: The Resident hereby acknowledges receipt of _____ house keys, _____ patio door keys, _____ storage closet/unit keys, _____ mailbox keys, 0 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 Resident shall promptly furnish the Owner with a key to each lock, without charge to the Owner, and the lock shall remain when the Resident vacates the Premises, Residents will be charged a replacement fee of \$15.00 per lost key, and \$40.00 per each lost or damaged garage door opener. All keys and garage door openers shall be turned in to the Owner immediately after vacating the premises or the move out inspection or by the earlier of twenty-four (24) hours after vacating the Premises or the move-out inspection.

13. 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.

[Signature Page Follows]

FOR EXAMPLE
PURPOSES ONLY

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.

TENANT:

Name:

OWNER:

By:

Name: _____

Title: _____

**FOR EXAMPLE
PURPOSES ONLY**



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 _____, Fort Belvoir, VA 22060 (the "Premises") in Virginia, VA.

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 Belvoir. All residents are required to obtain and furnish The Villages of Belvoir 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 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 Resident Occupancy Agreement

THIS UTILITY CONSERVATION PROGRAM ADDENDUM is entered into on this _____ day of _____, 20____, by and between Fort Belvoir Residential Communities, LLC (“Owner”) and _____, (“Tenant”), (collectively hereinafter “Parties”). This Utility Conservation Program Addendum is considered part of the Resident Occupancy Agreement Fort Belvoir Residential 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 Belvoir Residential Communities, LLC will be facilitating the administration of the program. This effort is designed to promote conservation of natural resources and reduce utility consumption.

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, will receive a rebate or credit. Those Residents who exceed the Utility Baseline will be responsible to pay the difference between the cost of their consumption and the baseline.

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.

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

Signature: _____

Printed Name: _____

Title: Authorized Representative

FOR SAMPLE ONLY



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 Belvoir Residential 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 at Belvoir (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 **three (3)** 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 at Belvoir 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 The Villages at Belvoir 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 at Belvoir Management Office. It is the Tenant's responsibility to provide The Villages at Belvoir with a certified breed determination documentation to comply with The Villages at Belvoir 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:

Dogs of the following “restricted breeds” (to include any dog with a mix of any such breeds)*:	Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinschers, Chows, and wolf hybrids.
Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:	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.
Reptiles and fish:	Ex: Snake, lizard, turtle, tortoise, crocodile, alligator, iguana, komodo dragon, newt, gecko, gila monster, electric eels, piranhas, pufferfish, and sharks.
Arachnids:	Ex: Spider, scorpion.
Rodents (other than hamsters and guinea pigs):	Ex: Mice, rat, gerbil, mole, beaver, squirrel, porcupine, chipmunk, prairie dog, groundhog, gopher, shrew, bat, hedgehog, raccoon, and skunk.
Wild or exotic animals:	Ex: Fisher cat, fox, weasel, raccoon, monkey, Ferret, chinchilla, jackal, coyote, wolf, skunks.
Farm animals:	Ex: Pig, horse, cow, chicken, sheep, goat, and geese.
Birds of prey:	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 at Belvoir . 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.

FOR EXAMPLE PURPOSES ONLY



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 perpet** 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

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.

Owners 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 Belvoir Residential 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 Belvoir Residential 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 Belvoir Residential Communities, LLC

By: _____ Date: _____

TENANT: _____ Date: _____
Signature

Printed Name

**FOR EXAMPLE
PURPOSES ONLY**



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 Belvoir Residential 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 in writing 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 (703) 619-3877 or visit The Villages at Belvoir 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: _____

Owner
Signature: _____
Printed Name: _____



BED BUG ADDENDUM

THIS BED BUG ADDENDUM was made and entered into on this _____ day of _____, 20 ____, by and between the owners, agents, management, employees and representatives of The Villages at Belvoir, hereinafter referred to as “Owner” and _____, hereinafter referred to as “Resident(s)”; and WHEREAS, this Addendum shall be made a part of the residential Lease Agreement signed between the parties concerning the premises noted above; and WHEREAS, the Owner and Resident fully intend to be bound by this Agreement; and NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Owner and the Resident hereby agree as follows:

1. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

2. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We 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, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling and you must follow all directions of the licensed pest control firm. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

3. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you



believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.

- if you discover 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.

4. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property’s trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

5. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit and any other dwellings for bed bugs to the extent that (a) the infestation was due to your fault in causing or failing to prevent the infestation; and/or (b) there is any added cost of treatment or extermination due to your unreasonable delay in reporting the existence of any infestation. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments as additional rent. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings as additional rent. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated; you will be liable for holdover rent under the Lease Contract.

6. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

You are legally bound by this document. Please read it carefully.

Tenant)

Owner Representative

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.



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 Belvoir Residential 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: <https://www.epa.gov/radon>.

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

OWNER REPRESENTATIVE

Date



ASBESTOS CONTAINING MATERIALS ADDENDUM

This addendum (this “**Addendum**”) is made this _____ day of _____, 20____, and forms a part of that certain Lease Agreement date _____, 20____ (the “**Lease**”), between Fort Belvoir Residential 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 Belvoir 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 Belvoir Residential 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 Belvoir Residential 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 Signature

Date

Owners Representative Signature

Date



No Smoking Addendum

This No Smoking Addendum (the "Addendum" dated the _____ day of _____, 20____ is attached to and made a part of the Resident Occupancy Agreement dated the _____ (the Lease) by and between Fort Belvoir Residential Communities, LLC, ("Owner"), and _____ ("Tenant") for address _____ (the "Premises").

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

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 Resident Occupancy 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 Resident Occupancy Agreement. Despite the termination of the Resident Occupancy Agreement or tenant's occupancy, tenant will remain liable for rent through the end of the Resident Occupancy 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 Resident Occupancy 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 guaranty 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 Resident Occupancy 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.

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.

Resident Signature

Date

Owners Representative Signature

Date

FOR EXAMPLE ONLY



**ADDENDUM TO TENANT LEASE AGREEMENT SMOKE
DETECTORS AND/OR CARBON MONOXIDE DETECTOR**

THIS ADDENDUM TO TENANT LEASE AGREEMENT (hereinafter “Addendum”) modifies the terms and conditions of that certain Tenant Lease Agreement dated _____, 20____ and between Fort Belvoir Residential 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 notice to vacate 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 Landlord 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 Belvoir Residential Communities, LLC

TENANT SIGNATURE

Date

OWNER REPRESENTATIVE SIGNATURE

Date



Recycling Addendum

This Recycling Addendum (“Addendum”) dated _____, 20____, is attached to and made a part of the Resident Occupancy Agreement (“Agreement”) dated _____, 20____ by and between Landlord and Tenant for address _____ (the “Premises”) in Fort Belvoir, VA 22060.

Tenant acknowledges that it is necessary for Tenant to comply with the Fort Belvoir Environmental Plan to provide appropriate recycling measures, avoid storage of household hazardous waste materials, and take other measures to conserve energy and water.

Tenant agrees to become familiar with the Residential Curbside Recycling in Fairfax County recycling sheet included in the Resident Responsibility Guide provided to the Tenant in order to comply with appropriate collection procedures.

Tenant agrees not to discard refuse items that are recyclable, or to fail to seek all means to enhance the recycling plan. Tenant also agrees to immediately report to their Community Management Office and grievous evidence of:

1. Recycling abuse by other residents; and
2. Recycling abuse by the hauling company assigned to collections in the residential areas.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Agreement and Landlord 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 Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the 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 Agreement shall have the same meaning for purposes of this Addendum as it has for purposes of the Agreement.

Tenant acknowledges receiving a copy of the Resident Responsibility Guide that includes the Residential Curbside Recycling in Fairfax County recycling sheet.

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 SIGNATURE

Date

OWNER REPRESENTATIVE SIGNATURE

Date



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 Belvoir Residential 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 SIGNATURE

DATE

OWNER REPRESENTATIVE SIGNATURE

DATE

INSTALLER SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____