

**FAIRCHILD AFB FAMILY HOUSING LEASE AGREEMENT
(Military Tenant)**

This LEASE (this "Lease"), is made this ___ day of _____, 200____, between AMC West Family Housing, LP, ("Landlord"), and _____, (the "Tenant"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them as set forth in the Housing Guide provided herewith as Attachment "B."

1. TERM OF OCCUPANCY: The Landlord grants occupancy to the Tenant and only those persons authorized by this Lease, for a term of one (1) year, the premises known as _____ (the "Premises"), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on _____ and end on _____ (the "Expiration Date") unless extended. This Lease shall automatically extend on a month-to-month basis unless terminated by either party giving twenty (20) days' written notice.

2. RENT: The monthly rental rate shall equal the senior service member Tenant's Basic Allowance for Housing (BAH) with dependents rate, and may be adjusted to reflect adjustments to BAH, which is currently \$_____ per month, provided however, that if no senior service member Tenant is assigned to the particular unit in the Premises, the monthly rental rate shall equal the highest BAH with dependents rate as calculated for a service member of the equivalent rank assigned to the particular unit.

- (a) Payment will be made through an allotment/deduction from the senior service member Tenant's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Tenant's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears).
- (b) By signing this Lease, authorization is given to initiate and maintain an allotment equal to the BAH and payable to the Landlord, effective the first day of the month following the date of this Lease. Payment will be made by check or credit card for the prorated portion of the first month's rent for the number of days the Premises is occupied. Payment is due on the first day of the month after occupying the Premises. Authorization is also given to the Landlord to stop the BAH allotment at the time this Lease is terminated.
- (c) The first payment of rent by Tenant shall be made on or before _____ 200__ in the amount of \$_____.

3. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by the Landlord on or before the due date are late and constitute a default under this Lease.

- (a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Tenant agrees, to the extent permitted by applicable law, to pay an administrative charge of \$25.00.
- (b) The Tenant also agrees, to the extent permitted by applicable law, to pay the Landlord an additional charge of \$25.00 for any returned item.

4. SECURITY DEPOSIT: No security deposit other than pet deposits shall be required of active duty military tenants (Target Tenants), however, Target Tenants already occupying housing units on the installation will not be required to pay pet deposits so long as they continuously reside in privatized housing on the installation. Information regarding pet deposits is available in the Pet Addendum, attached as "Attachment C" and made a part hereto.

5. EARLY TERMINATION OF LEASE BY TENANT:

- (a) When either the Tenant or Tenant's spouse are members of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit, this Lease may be terminated by the Tenant without payment of any penalty or liquidated damages for rent if the member:
 - (i) Retires
 - (ii) Is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard
 - (iii) Has received permanent change of station orders to depart twenty-five miles or more (radius) from the Premises; or
 - (iv) Has received orders assigning such member to government-provided quarters, resulting in the forfeiture of BAH; or
 - (v) Dies or his/her spouse dies, or is declared missing-in-action (in which case, the spouse, next of kin or personal representative/executor of the decedent's estate may exercise early termination of this Lease or the Lease may remain in full force and effect until the Expiration Date); or
 - (vi) Is deployed for more than 90 days (in which case, the Tenant or spouse may exercise early termination of this Lease or the Lease may remain in full force and effect until the Expiration Date).
- (b) If the Tenant seeks early termination of this Lease pursuant to this section, the Tenant shall deliver to the Landlord a written notice stating the grounds for early termination together with either (i) a copy of the official orders, or (ii) a letter from the commanding officer confirming the official orders, supporting the grounds for early termination. Except as otherwise provided by applicable law, such notice shall also state an effective date for the termination, which date shall not be less than twenty (20) days after the date of Landlord's receipt of the notice, unless such

notification cannot be made at no fault of the Tenant (i.e., short notice assignment). The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's rent owed by the Tenant shall be prorated based on the date of termination and such prorated rent shall be payable at such time as would have otherwise been required by the terms of this Lease, specifically the first day of the month immediately following termination.

- (c) After this Lease has been in effect for its initial one year term, and the Lease has been automatically extended on a month-to-month basis, this Section 5 is inapplicable, and twenty (20) days' written notice to terminate is required, in accordance with Section 1 of this Lease.

6. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS: The Tenant is required to provide immediate notice of any change in marital or dependent status to Landlord. If a Tenant's dependent or marital status changes, or the Tenant is discharged from military service such that the Tenant would no longer be eligible as a military Tenant, this Lease shall be terminated twenty (20) days after the change in status, unless the Landlord shall approve a different termination date, with the consent of the Installation Commander or designee, and the Tenant continues to pay rent at the BAH with dependents rate.

7. EARLY TERMINATION OF LEASE FOR OTHER CAUSES: For any early termination not described in Section 5 or 6 of this Lease, the Tenant shall provide twenty (20) days' written notice to Landlord and shall be responsible for all payments required under this Lease through such twenty (20) day period and shall pay an amount equal to twenty (20) days' rent to the Landlord as liquidated damages for the early termination of this Lease. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Tenant as a result of Tenant's physical damage to the Premises. The liquidated damages as provided herein is not intended as a penalty but, rather, is intended as a valid liquidated damages provision to compensate Landlord for any damages it might suffer as a result of Tenant's failure to fulfill his/her obligations under this Lease. Notwithstanding anything else in this Section 7, if the Tenant has been in residence for more than one (1) year, there shall be no liquidated damages for early termination.

8. NUMBER OF OCCUPANTS: Tenant agrees that the Premises shall be occupied only by the Tenant's immediate family consisting of Tenant, _____ other adult(s), _____ children, together with _____ additional occupants, provided such additional occupants have been approved by the Installation Commander or designee. The occupants of the Premises other than Tenant are:

Name (Last, First, M.I.)	Relationship	Sex	Age

9. SINGLE FAMILY DWELLING: Tenant acknowledges that the Premises are a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Dependants of the Tenant and the Tenant’s spouse may be considered normal tenants of the household and are not “Social Visitors”, regardless of the period of stay. Social visits by persons who permanently reside outside the commuting area who are not dependants of the Tenant are limited to thirty (30) days. The Tenant agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two (2) days.

10. INSPECTION AT COMMENCEMENT OF OCCUPANCY: The Tenant and Landlord acknowledge that, prior to signing this Lease, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Housing Guide. The Tenant hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to the Tenant in good order and repair and that the Premises were in safe, clean and habitable condition. The parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Tenant Premises that are in a habitable condition. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Tenant unless cured within fifteen (15) days. Tenant further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Property Condition Report as existing prior to the Tenant’s occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Tenant’s expense.

11. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, THE TENANT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.
- (b) Tenant accepts existing locks as safe and acceptable. If Tenant requests that Landlord install, change or re key a security device, Tenant shall provide written

notice thereof to Landlord. Tenant shall pay for the total cost of Landlord's compliance with Tenant's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from the Tenant to the Landlord, the Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Except as provided by applicable law, Landlord shall have a reasonable time in which to comply with a written request from the Tenant for rekeying, changing, installing, repairing or replacing a security device. Tenant shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. In the event Tenant changes or adds locks or security devices, keys or access shall be furnished to Landlord.

12. SMOKE DETECTORS: Landlord shall furnish smoke detectors. Landlord shall test same and provide initial batteries at the commencement of the term hereof; thereafter, Tenant shall pay for and replace smoke detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, the Landlord will inspect and repair a smoke detector if the Tenant first gives the Landlord written notice of a malfunction or request to the Landlord that the smoke detector be inspected or repaired. Landlord shall have no duty to repair damage or a malfunction of a smoke detector if such was caused by the Tenant, the Tenant's family, or the Tenant's guests or invitees during the term of this Lease or a renewal or extension. Landlord shall have a reasonable time (not to exceed ten (10) days) in which to comply with the Tenant's request for inspection or repair of a smoke detector and shall remedy a malfunction or defective condition of a smoke detector as soon as possible.

13. ASSIGNMENT AND SUBLETTING: The Tenant shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall constitute a breach of this Lease by the Tenant and may subject the Tenant to eviction and/or claims by the Landlord for damages.

14. NUISANCE: The Tenant will use the Premises in a manner that does not disturb other tenants or create a public nuisance or violate the Housing Guide. Violation of the Housing Guide may be cause for termination in accordance with Section 26 below and in accordance with applicable law.

15. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- (a) The Tenant or any occupant shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons or explosives or chemicals with which illegal drugs may be produced. Subject to any notice requirements that may be required under applicable law, possession of said contraband or illegal items will constitute a breach of this Lease by Tenant and will, at the option of the Landlord, permit Landlord to immediately terminate this Lease.
- (b) The Tenant shall not knowingly permit illegal or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device

which is illegal; use or knowingly permit the Premises to be used for any illegal business or purpose; knowingly allow activities that would constitute a nuisance; or sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises without the permission of the Installation Commander or designee.

- (c) The Tenant or any occupant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable, explosive, or hazardous nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Tenant or any occupant maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Tenant shall bear all legal and financial responsibility for said injury and/or damage which results there from. Subject to any notice requirements that may be required under applicable law, if Tenant fails to remove said materials as requested by Landlord, Landlord shall have the right to immediately terminate this Lease.

16. RESIDENTIAL BUSINESS: Tenant may, with written permission of the Landlord, which permission shall not be unreasonably withheld, conduct a business in a housing unit of a type permitted by Government regulations governing the conduct of business activities in military family housing. Tenants conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection and compliance with Government standards. Landlord's granting of permission is not a warranty that the premises are suitable for the conduct of Tenant's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the premises and no interior or exterior structural modifications or additions shall be made to accommodate Tenant's business. Tenant is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save and hold harmless Landlord for any failures to obtain the necessary permissions and/or licenses and for any damages to third parties arising from the conduct of Tenant's business.

17. ANIMALS/PETS: Tenant shall be permitted to keep domestic animals as set forth in the Pet Addendum (Attachment "C") attached hereto. No other animals may be maintained or housed on the Premises, including the exterior thereof, without the prior written consent of the Landlord. The Tenant shall bear all legal and financial responsibility for any injuries or damage caused by such animals and shall comply with the provisions of the Housing Guide's specific details relating to the keeping of pets on the Premises.

18. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: The Tenant shall be permitted to keep a cable, satellite dish or other television equipment set forth in the Cable/Satellite Dish Addendum (Attachment "D").

19. UTILITIES: Tenant acknowledges that after housing units are individually metered, Landlord and the Air Force may establish utility allowances with respect to electric and gas utilities as a reduction in the Tenant's monthly rent (the "Utility Allowance"). In the event a Utility Allowance is established, Landlord will provide at least sixty (60) days' prior written notice of the specific utilities subject to the Utility Allowance and the amount of the Utility Allowance for the Premises. On the effective date of the Utility Allowance, Tenant shall become personally responsible for the payment of the actual metered gas and electricity usage and make payments for the same directly to the local utility provider. Utility Allowances may be adjusted from time to time by Landlord and the Air Force. Landlord shall provide written notice of such an adjustment to Tenant at least sixty (60) days prior to implementation. **This Section 19 shall not be applicable until the Premises have been individually metered and monitored for a period of twelve (12) consecutive months.**

20. REPAIRS: Tenant shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Tenant shall immediately notify the Landlord of any damage to the Premises. The Landlord shall make a diligent effort to repair or remedy a condition at the Premises if the Tenant specifies the condition in a written notice to Landlord. In accordance with applicable law, Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the Premises, which time shall begin upon the Landlord's receipt of the Tenant's written notice requesting such repairs. In the event that a condition at the premises was caused by (w) the Tenant; (x) a lawful occupant in the Premises as permitted herein; (y) a member of the Tenant's family; or (z) a guest or invitee of the Tenant, unless caused by ordinary wear and tear, the Landlord does not have a duty during the Lease term or any renewal or extension thereof to repair or remedy such condition. In the event that the condition was caused by (w), (x), (y) or (z) above but poses a health/safety risk, the repair will be made and the Tenant will be held responsible for the costs.

21. ALTERATIONS AND FIXTURES: The Tenant shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion. Any fixtures installed by the Tenant shall be at Tenant's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Tenant, without damage to the Premises, at the expiration of this Lease. In the event such fixture or other personal property of the Tenant is not removed at the expiration of this Lease, the Landlord may treat the same as abandoned and charge the Tenant the cost paid for removal of the property and repair of the Premises.

22. ACCESS DURING OCCUPANCY: Except in the case of an emergency or if it is impracticable to do so, Landlord shall give Tenant at least forty-eight (48) hours notice of Landlord's intent to enter the Premises and Landlord shall only enter said Premises at reasonable times. In the event the Tenant is absent, the Landlord will endeavor to delay the access until the return of the Tenant but need not do so beyond fourteen (14) days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. Landlord shall have access to the Premises at other times, with prior notice to Tenant, for the purpose of making requested repairs, as provided in the Housing

Guide. Landlord shall have immediate access, without notice to the Tenant, to the Premises in case of an emergency situation, as provided in the Housing Guide.

23. DESTRUCTION OF PREMISES: In case any buildings on the Premises, or any part thereof, without any fault or neglect of the Tenant, Tenant's family member(s), guests or invitees, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Tenant may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall terminate. Alternatively, the Tenant may request that the Landlord make the Premises fit for occupancy within seven (7) days of notice, and rent will begin to accrue if such Premises are made fit for occupancy within the seven (7) days. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligence or willful act of the Tenant, Tenant's family member(s), guests or invitees.

24. LIABILITY; INDEMNITY:

- (a) To the extent permitted by applicable law, the Landlord shall not be liable to the Tenant, Tenant's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other tenants, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Tenant expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Tenant's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE TENANT SHOULD CONTACT THE SECURITY FORCES IMMEDIATELY.**
- (b) **DISCLAIMER OF LIABILITIES:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LANDLORD SHALL NOT BE LIABLE TO THE TENANT'S INVITEES, GUESTS, FAMILY, EMPLOYEES, AGENTS, SERVANTS, OR OTHER OCCUPANTS OF THE PREMISES FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY CAUSED BY DEFECTS, DISREPAIR, OR FAULTY CONSTRUCTION OF THE PREMISES, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR OTHER CAUSES WHATSOEVER UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF THE LANDLORD.
- (c) **TENANT'S INDEMNITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW THE TENANT SHALL INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING (i) FROM THE TENANT'S USE OR OCCUPANCY OF THE PREMISES (ii) FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY TENANT IN OR ABOUT THE PREMISES OR (iii) FROM ANY ACTIVITY, WORK, OR THING DONE OR PERMITTED BY THE LANDLORD IN OR ABOUT THE PREMISES, UNLESS THE SAME IS CAUSED SOLELY

BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF THE LANDLORD.

- (d) **RENTER'S INSURANCE:** The Tenant/Target Tenant acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the Tenant's/Target Tenant's personal property or leasehold improvements. The Landlord shall, at its sole cost and expense, make Tenant's Renter's Insurance available to active-duty military Tenants. Military Tenants must apply through the Landlord for such coverage and will be insured upon acceptance for coverage by the Landlord's insurer. Active-duty military Tenants shall not be unreasonably refused insurance coverage. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover the Tenant's personal property in the Premises including, without limitation, any property removable by the Tenant under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the Tenant, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for active-duty military Tenants and their families. The Landlord shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy. Further information may be found in the Insurance Addendum, attached as "Attachment F" and made a part hereto.

25. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Housing Guide. It shall be the responsibility of Tenant to request an exit walk through inspection of the Premises with the Landlord. At the time of written notice to vacate, Landlord will provide to Tenant detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) working days before the Tenant ends occupancy of the Premises pursuant to this Lease. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Lease, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Tenant with a copy of the Property Condition Report. Any damage charges estimated to be in excess of \$300 will be documented with photographs.

26. TERMINATION BECAUSE OF DEFAULT: If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within ten (10) days after delivery of written notice by

Landlord specifying the non-compliance (“Comply or Vacate Notice”), Tenant shall either rectify the non-compliance named therein within ten (10) days or vacate the Premises. Notwithstanding the foregoing, a ten (10) day Comply or Vacate Notice shall not be required if a lesser notice or no notice is allowed under applicable law. If Tenant receives three (3) or more Comply or Vacate Notices within any twelve (12) month period, Landlord may, without further notice, terminate this Lease. If Tenant fails to comply with the covenant to pay rent within three (3) days after delivery of written notice by Landlord specifying the amount then due (“Pay or Vacate Notice”), Tenant shall either pay the amount due set forth in the Pay or Vacate Notice within three (3) days or vacate the premises. If Tenant receives three (3) or more Pay or Vacate Notices within any twelve (12) month period, Landlord may, without further notice terminate this Lease.

27. EVICTION:

- (a) The Landlord may terminate this Lease and evict the Tenant in accordance with applicable law for Tenant’s failure to pay rent or for one or more violations by Tenant of this Lease, applicable law or any other actions that:
 - (i) affect or threaten to affect the health or safety of other tenants in the community;
 - (ii) substantially interfere with the right to quiet enjoyment of other tenants of the community; or
 - (iii) upon notice that Tenant or a member of his or her family is or has been barred from entry onto the military installation by the Base Commander.
- (b) If the Tenant willfully remains in possession of the Premises without the Landlord’s consent after expiration of the term of this Lease, the Tenant is deemed to be in breach of this Lease and the Landlord may commence an eviction action. An eviction action may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law.
- (c) To the extent permitted by applicable law, in the event Landlord has to retain an attorney to enforce any of the terms or conditions of this Lease, the Tenant shall be obligated to pay the Landlord’s attorneys’ fees, court costs, and any ancillary damages resulting from the Tenant’s breach hereunder, whether or not an action is commenced or filed.

28. ABANDONMENT: If at any time during the term of this Lease, Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. The determination of abandonment shall exist when Tenant defaults in the payment of rent required hereunder and reasonably indicates by words or actions, the vacation of the Premises and intention not to resume tenancy, after which time, the Landlord may immediately enter the Premises and take possession of any remaining property of the Tenant and remove it to a secure place. Abandonment shall not sever Tenant’s liability for rental sums due hereunder. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for

any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord is informed of or discovers that Tenant has abandoned the Premises, Landlord will notify the Installation Commander and request a determination of status of Tenant and take such further action with regard to the Premises and any remaining personal property of Tenant as is necessary, all in accordance with the Housing Guide and applicable law. Landlord is obligated to mitigate its damages resulting from abandonment of the Premises, in accordance with applicable law.

29. RIGHT TO RELOCATE: Landlord reserves the right to relocate Tenant due to construction and renovations or habitability conditions. Landlord will give Tenant no less than thirty (30) days' advance notice. Relocations directed by Landlord will be at no cost to Tenant, except for relocation due to habitability deficiencies caused by Tenant, Occupant(s) or Tenant's guests. In such event, Tenant will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

30. DEBARMENT: If Target Tenant(s) or Target Tenant's family member is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the Target Tenant's status as a Target Tenant, the Target Tenant shall vacate the Premises not later than thirty (30) days from the date of the loss of status as a Target Tenant. It shall then be lawful for the Landlord to enter into said 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, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Target Tenant(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said term and recover from Target Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.

31. INSTALLATION COMMANDER RIGHTS: The Installation Commander shall have the authority to restrict non-severable units and designated historical units to Target Tenants and Other Eligible Tenants other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Target Tenants residing in severable units be relocated to the non-severable or designated historical units. The Installation Commander will ensure that the Tenant Lease includes a Tenant Consent to Relocate Target Tenants. The Government shall pay costs of moving the Tenant's personal property.

32. TENANT CONSENT TO RELOCATE REFERRAL TENANTS: Tenant understands and agrees that he will consent to any relocation that is directed by the Installation Commander when it is necessary to separate neighborhoods from Air Force housing or to attain occupancy in designated historical homes.

33. INSTALLATION COMMANDER AUTHORITY: Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and

discipline on the Installation, as established in law, regulation or military custom. Anything contained in this Lease to the contrary notwithstanding, the Installation Commander has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Tenants, if he or she believes, in his or her sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety or security of persons occupying the Installation or compromises good order and/or discipline on the Installation. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of the Tenant under this Lease or the Rights of Tenants as prescribed under any Tenant Leases or applicable law.

34. NOTICES: Unless otherwise provided, any notice period provided for by this Lease shall begin to run on the date such notice is received. If Tenant's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by thirty (30) days in the month in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to the Landlord shall be sent to

Balfour Beatty Communities
210 E. Bong Street
Fairchild AFB, WA 99011

35. SEVERABILITY: If any provision or clause of this Lease is held invalid by a court of law, 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.

36. CONFIDENTIALITY OF TENANT RECORDS: The Landlord or managing agent shall not release financial information about the Tenant or prospective tenant to a third party, other than the Tenant's rent payment record and the amount of the Tenant's periodic rental payment, without the prior written consent of the Tenant or prospective tenant, or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to a Tenant or prospective tenant in the event of an emergency.

37. MODIFICATIONS: No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.

38. CONFLICTS: The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Housing Guide.

39. HOUSING GUIDE: The Tenant acknowledges receipt of a copy of the Housing Guide and agrees to abide by its terms. Any changes to the Housing Guide shall be effective only after thirty(30) days' written notice is given of such changes. The Housing Guide, together with any

Addenda, attached hereto as Exhibits "A" - "F" are hereby incorporated herein and made a part hereof.

40. TENANT'S STATUTORY RIGHTS. Landlord has advised Tenant that Tenant must comply with applicable law to pursue statutory remedies.

41. COUNTERPARTS. The Lease may be executed in multiple counterparts, each of which is to be deemed original for all purposes. A telecopied facsimile or e-mailed facsimile of a duly executed counterpart of the Lease shall be sufficient to evidence the binding agreement of the parties to the terms herein and may be relied upon by Landlord and Tenant.

TENANT(S) ACKNOWLEDGES RECEIPT OF THE FOLLOWING ITEMS AND UNDERSTANDS THAT THEY ARE A BINDING PART OF THIS LEASE AGREEMENT:

- _____ LEAD BASED PAINT ADDENDUM (Attachment "A")
- _____ HOUSING GUIDE (Attachment "B")
- _____ PET ADDENDUM (Attachment "C")
- _____ SATELLITE DISH ADDENDUM (Attachment "D") (if applicable)
- _____ MOLD ADDENDUM (Attachment "E")
- _____ INSURANCE ADDENDUM (Attachment "F")

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

LANDLORD _____(SEAL)

DATE:_____

TENANT _____(SEAL)

DATE:_____