

THIS LEASE AGREEMENT is made on the "Lease Agreement Date" listed on Page 1 Number 1, between Midwest Family Housing, LLC, owner of the subject Premises (the "Owner"), and the Residents referenced on Page 1 Number 2 of this Lease Agreement (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Parties to Lease Agreement.** Subject to the terms and conditions of this Lease Agreement, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1 Number 6 of this Lease Agreement. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The property is managed by Hunt MH Property Management, LLC, whose address and phone numbers are specified on Page 1. Hunt MH Property Management, LLC is authorized to manage the Premises on behalf of Owner and to receive rents, execute leases, enforce leases, and give and accept notices, demands and service of process on behalf of, and as Agent of the Owner. Resident may authorize a representative with a valid power of attorney to act on Resident's behalf.
2. **Premises.** The property to be rented is located in the Neighborhood and at the address specified on Page 1 Number 6 (the "Premises") and includes the housing unit and front and back yards, and may include a garage, driveway, designated parking, and/or a carport, as applicable, plus any outside storage located in the yard.
3. **Term/Automatic Renewal.** The Term of this Lease Agreement shall be for 12 months, unless a shorter term is approved by Owner. The Lease Agreement shall begin on the Lease Commencement Date specified on Page 1 Number 4a and terminate on the Lease Expiration Date specified on Page 1 Number 4b.

Either party may end or renew this Lease Agreement at the end of the original term by a thirty (30) day written notice to the other party. After expiration of the term, this Lease Agreement will automatically continue on a month-to-month tenancy if the Lease Agreement has not been terminated by either party or the parties have not renewed the Lease Agreement for another term. Either party may terminate the month-to-month tenancy by providing written notice at least thirty (30) days before the end of the term.

4. **Rent.** The rent and Owner provided utilities ("Rent") shall be an amount equal to the Basic Allowance for Housing at the With Dependents rate (the "BAH") for Resident's duty station and military grade, if the Resident's duty station is within a sixty (60) minute commute of the Premises, or at the With Dependents rate that would be charged for the Resident's military grade at the Premises if the Resident's duty station is not within a sixty (60) minute commute of the Premises. Rent shall be payable in arrears in monthly installments. The monthly Rent installment will begin in the amount specified on Page 1 Number 7 due in accordance with the payment option (Allotment, UDEFT, or direct payment) as selected on Page 1. If Residents are dual Military (service member married to service member), the Rent for the Premises will be equal to the BAH of the senior service member Resident at the With Dependent's rate. Rent includes the following utilities and services: water, sewer, trash, recycling, oil, and steam. Electric and gas usage costs are addressed in Paragraph 8 of this Lease and in the Resident Energy Conservation Program (RECP) Addendum. Additionally, renters insurance, as specified in Paragraph 34 of this Lease Agreement will be provided by the Owner. If Resident's BAH rate changes at any time for any reason, Resident must notify Owner within fourteen (14) business days of the change. Resident shall be responsible for the payment of Rent at the changed rate from the effective day of any change and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from the Owner of the increase or decrease in the amount of the monthly Rent, which will take effect upon any increase or decrease in Resident's applicable BAH. In the event the Resident becomes ineligible for BAH, the Rent will be equal to the Resident BAH immediately prior to the Resident ineligibility.

Rent is payable on first (1st) day of each month for the previous month's Rent. If this Lease Agreement begins after the first (1st) day of the month, Resident shall pay the prorated amount based upon 1/30th of the monthly Rent at the time the Agreement is signed. Resident shall pay the Partial Month Rent on the first (1st) day of the following month. The Partial Month Rent and Partial Month Rent Due Date are specified on Page 1 Numbers 8 and 9.

- a. Allotment Option: If Resident chooses to pay Rent through Allotment, the Allotment will be from the senior service member Resident's pay account to Owner. Resident understands and agrees that the Allotment to pay rent to the Owner may be processed by a third-party vendor. The Allotment will be increased/decreased when increases/reductions occur to the senior service member Resident's BAH rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments ("Allotment") equal to the BAH to Owner at Lease Agreement signing and agrees to take no action to terminate such Allotments without making arrangements with Owner. If Resident has not received BAH at the time of entering into this Lease, Rent will begin to accrue on the Commencement Date, but payment is not due until the earlier of (1) the date Resident actually receives BAH or (2) Forty-Five (45) days after the Commencement Date. Resident is responsible for paying all Rent and charges due until the Allotment has commenced.

If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease Agreement, unless such termination is beyond Resident's fault or control.

- b. UDEFT Option: If Resident chooses to pay Rent through Unit Diary Entry Electronic Transfer ("UDEFT"), Resident agrees to have Resident's BAH converted into a UDEFT payable from the senior service members pay account to Owner. Resident is responsible for paying all Rent and charges due until the UDEFT has commenced. If Resident is not receiving Resident's BAH at the time of entering into this Lease Agreement, payment is not due until the date the Resident receives it, but Rent is owed from the Commencement Date of this Lease Agreement. The UDEFT will be increased/decreased by Resident when increases/reductions occur to the senior service member Resident's BAH rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in Resident's BAH rate. Resident shall execute all required documents that are necessary to make monthly Rent payments equal to the BAH at Lease Agreement signing and agrees to take no action to terminate such UDEFT without making arrangements with Owner.

If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease Agreement, unless such termination is beyond Resident's fault or control.

- c. Direct Payment Option: If Resident chooses not to use the Allotment or UDEFT payment method as specified on Page 1, Resident agrees to make Rent payments directly to the Owner on the first (1st) day of each month, without notice, to the Owner's office address specified on Page 1 or such other person or at such other address as Owner may notify Resident.

Rent and all other charges owed by Resident pursuant to this Lease Agreement and not paid by Allotment or UDEFT will be payable by personal check, certified check, cashier's check, Electronic Funds Transfer (EFT), or money order. Resident understands that by choosing this option, Resident is responsible for paying a Security Deposit in the amount as shown on Page 1 Number 10.

5. **Security Deposit**. A security deposit equal to one month's Rent will be required unless the Resident chooses to complete all documents to pay Rent by Allotment or UDEFT. The Security Deposit, if any, is specified on Page 1 Number 10. The deposit will be held in a separate account at (First Tennessee Bank, 5052 Navy Road, Millington, TN 38053, in accordance with Tennessee Code Ann. Sec. 66-28-301, et. seq.

The Security Deposit is collected as security that Resident will perform his/her obligations under this Lease Agreement. The Security Deposit will be held, applied, and refunded as provided herein and in accordance with Tennessee Code Ann. Sec. 66-28-301, et. seq.

If Resident has paid a Security Deposit and Owner keeps any portion of the Deposit, Owner will provide Resident with a written notice listing the reasons for keeping the Security Deposit within thirty (30) days of the date Resident vacates the Premises. If a written notice listing the reasons for keeping the deposit is not provided to Resident, Owner will return the deposit or any portion not retained by Owner within forty-five (45) days after Resident vacates the Premises. If the Security Deposit is insufficient to cover the costs of

unpaid Rent, damages, or other charges, Resident will be liable for all such sums due. Resident cannot use the Security Deposit as the "last month's Rent" and cannot apply the Security Deposit towards Rent.

6. **Late Fees and Returned Checks Charges.** If any Rent is not received by Owner by the fifth (5th) day of the month, unless paid by Allotment or UDEFT, the Resident must pay a late fee of \$50.00 which is deemed additional Rent.

Resident will pay a returned check fee of \$25.00, plus any late fees, if applicable, which are deemed additional Rent. If two (2) checks are returned by the bank, all future rental payments must be paid by Allotment or UDEFT, cashier's check, certified check or money order only.

Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or returned payment.

Acceptance of any late or partial Rent or waiver of any fees or charges is not a waiver of Owner's right to enforce other terms of the Lease Agreement.

7. **Condition of Premises Upon Commencement Date.** Resident has examined the Premises and is satisfied with its physical condition, order, and repair. Resident accepts the Premises "as is" as of the Lease Commencement Date specified on Page 1 Number 4a. Owner has inspected and inventoried the Premises and provided Resident with a Move-In/Move-Out Unit Inspection and Inventory Report. Within five (5) days of Lease Agreement commencement, or upon occupancy by Resident, Resident shall complete and return to Owner the Move-In/Move-Out Unit Inspection and Inventory Report detailing any deficiencies noted with the Premises. Owner and Resident will sign the Move-In/Move-Out Unit Inspection and Inventory Report and Owner will provide a copy to Resident. If Resident does not return the Report to Owner, Resident accepts the Premises without exception. Any additional damage or deficiency noted by Owner at move-out will be charged to Resident.

Resident agrees to return the Premises to Owner at the end of the Lease Agreement in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear. Any additional damage or deficiency noted by Owner upon move-out will be charged to Resident. Resident or a Resident representative should be present for a move-out inspection. If Resident or Resident representative does not schedule and attend an inspection of the Premises, Resident agrees to accept Owner's assessment of damages as permitted.

8. **Services and Utilities.** Owner shall be responsible for the payment of utilities as specified in Paragraph 4, Rent, during the term of this Lease Agreement. Electricity and gas usage will be the responsibility of the Owner up to the normal usage range established monthly. Resident will be responsible for payment of electric and gas utility charges for excess usage as set forth in the Resident Energy Conservation Program (RECP) Addendum. Resident shall be responsible for the payment of telephone, cable, internet, or any other services directly contracted by Resident with a service provider. Resident acknowledges that interruptions in the delivery of utilities do occur and Owner will make every effort to notify Resident in advance of any interruptions in utility services resulting from scheduled outages or work elsewhere in the Neighborhood. Resident agrees that Owner is not liable for any loss or damage resulting from such interruption unless due to the specific negligence of Owner.

9. **Occupants and Permitted Use.** Resident will use the Premises as a residence for Resident and Occupants listed on Page 1 Numbers 2 and 3, except as otherwise provided herein. Procedures and requirements governing Occupants and permitted use are further specified in the Community Handbook.

- a. Resident, Occupants, and guests will not commit any acts or use the Premises or common areas in such a way as to (i) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (ii) commit property damage; or (iii) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, authorized business, or peace and quiet of any other Resident, Neighborhood Management Office staff, contractors or other persons engaged in lawful activity in the area.

- b. Resident must register and obtain written approval from Owner for guests staying at the Premises longer than twenty-one (21) days.
 - c. Resident must obtain written approval from Owner for a live-in care provider staying more than twenty-one (21) days.
 - d. Resident may, with written permission of Owner and execution of a Home Based Business Addendum, conduct a residential business in the Premises of a type permitted under applicable laws and regulations governing the conduct of residential businesses. Residents conducting a residential business will be required to comply with, and are subject to inspection by the appropriate city, county, state or federal agency, office or department for compliance with applicable laws, codes, regulations, and requirements. Resident is responsible for obtaining any necessary state or local government licenses and insurance for any damages to third parties arising from the conduct of Resident's business and providing a copy to Owner.
 - e. Resident may, with written permission from Owner and execution of a Home Based Business Addendum, operate a child care facility in the Premises through participation in the Child Development Homes program. Resident must be certified through the Navy sponsored Child Development Program. Resident is also responsible for obtaining any necessary State or local government licenses and insurance for any damages to third parties arising from the conduct of Resident's business and providing a copy to Owner.
10. **Absence from Premises.** Resident shall notify the Neighborhood Management Office in writing of any absences from the Premises in excess of fourteen (14) consecutive days. Resident shall make arrangements for a representative to have access to and take responsibility for the Premises and shall notify Owner of the name and contact information of such representative. Resident shall assume all liability for the representative's behavior, Owner shall not be responsible for any damages resulting from the Resident's absence from the Premises due to Resident's or Residents representative's negligence, recklessness and/or intentional conduct.
11. **Pets.** No pets are permitted in the Neighborhood at any time except by prior written consent of Owner. A maximum of two (2) authorized pets will be permitted in the Premises. If Owner agrees to permit a pet(s), Owner and Resident must sign a Pet Addendum. No pet deposit will be required.

The following breeds of dogs and dogs that have any of the breed lineage are not be permitted to be moved into the Premises or Neighborhood: Pit Bulls (including but not limited to Staffordshire Bull Terrier and American Staffordshire Terrier), Rottweilers, Chow Chows, Doberman Pinschers, Perro de Presa Canarios, and Wolf hybrids. Caged birds, fish and other cold blooded animals are allowed in the Premises. Keeping a pet for any duration without written consent from Owner or a signed Pet Addendum will be considered a material breach of the Lease Agreement.

Residents are responsible for informing guests that guests' pets are not allowed in the Premises or common areas. Residents will not be permitted to use the Premises to care for pets belonging to other persons without the written consent of Owner.

12. **Community Handbook and Rules/Regulations.** Resident agrees to comply with all occupancy rules and regulations contained in the Community Handbook governing the Neighborhood whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Community Handbook in effect as of the date of this Lease Agreement, which is incorporated into this Lease Agreement. Owner may from time-to-time amend and supplement the Community Handbook, effective thirty (30) days following posting notice of such amendment at the Neighborhood Management Office and delivery of notice to Resident(s). Violation of the occupancy rules and regulations contained within the Community Handbook may, at the sole discretion of the Owner, be considered a violation of this Lease Agreement.
13. **Parking.** Resident will operate and park all vehicles in accordance with guidelines stated in the Community Handbook. All vehicles must be licensed with current license plates and must be in operating condition. Unauthorized or illegally parked vehicles will be towed by Owner at Resident's expense. Owner

assumes no responsibility or liability whatsoever for loss of or damage to any vehicle while parked in the Neighborhood. Boats, trailers, and oversized vehicles are not permitted in the Neighborhood at any time unless Owner has granted permission in writing.

14. **Repairs/Alterations/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without prior express written consent of Owner. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, modification of electrical appliances, or installation of telecommunication devices, including satellite dishes and/or antennae. Satellite dish, antennae or other reception devices shall only be allowed in accordance with Owner's reception device policy and any applicable law. No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the Premises may be altered, modified, installed or removed without prior express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes.

Residents of historic homes must comply with further restrictions as outlined in the Historic Home Addendum.

Residents may not encumber the Premises or permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease Agreement does not allow any such liens to attach to Owner's interest.

15. **Maintenance.** Owner will maintain the mechanical and electrical devices within the Premises in a clean, safe, and workable condition. Resident shall immediately notify Owner of any problem, malfunction or damage. Service requests during regular working hours are to be reported to the Neighborhood Management Office or other designated service request location. Repairs shall be made within a reasonable time following notification during normal business hours. Emergency maintenance service is available after hours to handle requests of a true emergency nature that cannot wait until normal business hours. If such repairs are of an emergency nature, the repairs shall be addressed within a reasonable time under the circumstances.

Owner is not responsible for any inconvenience or loss caused by necessary repairs to the Premises, the Neighborhood, appliances or any other equipment. Temporary suspension of services within the Premises and in the Neighborhood is not a basis for ending this Lease Agreement or abating Rent if Owner is effecting repairs.

Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable state/local laws affecting health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) not deface, damage, or otherwise harm any part of the Premises. Resident shall be billed for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Any damage(s) to glass on the Premises or in any common area caused by Resident, Occupants or guests shall be paid by Resident. Resident has inspected and tested all smoke detectors and carbon monoxide detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke detectors and carbon monoxide detectors on a regular basis, and replacing batteries. Resident, Occupant or guests shall not tamper with, or adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this provision is a material breach or default of this Lease Agreement and shall entitle Owner to exercise all remedies available under state/local law. Resident shall notify Owner of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Owner of all needed repairs.

Owner will perform an annual physical inspection of the Premises to ensure housing quality standards. Owner will notify Resident at least five (5) days in advance of the date and time of inspection.

Resident is responsible for grounds maintenance of any fenced backyard of the Premises and snow removal for individual driveways and individual entry walks, as further specified in the Community Handbook. The

Resident is responsible for mowing, trimming and edging the area within the fenced backyard in accordance with grounds maintenance standards. Owner is responsible for maintenance of all landscape not located within a fenced backyard. A complete list of the boundaries, responsibilities and standards regarding grounds maintenance is posted in the Neighborhood Management Office. Failure to maintain grounds is a material breach of this Lease Agreement. The Owner may waive this requirement in certain circumstances, including but not limited to deployment of the Resident.

16. **Damage to the Premises.**

- a. If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, hurricane, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable as determined by the applicable governing authority or, if a governing authority is not applicable, by Owner, either Owner or Resident may terminate this Lease Agreement by giving the other written notice within thirty (30) days after the date of such damage, which shall be effective retroactively to the date on which the Premises became totally or partially uninhabitable. In this instance the Resident shall not be subject to the Early Termination Fee noted in Paragraph 31 below. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. If this Lease Agreement is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Owner may alternatively offer Resident another Premises if one is available. Resident may accept the Premises and this Lease Agreement will remain in effect.
- b. If the damage to the Premises is a result of a negligent, reckless or deliberate action of Resident, Occupant or guests, only Owner shall have the right to terminate this Lease Agreement, and no reduction in Rent shall be made. Resident will be responsible for payment of the repair and damages to the Premises caused by the Resident, Occupant or guest and to restore the Premises to its original condition, even if caused before the commencement date of this Lease Agreement. Failure to pay such amount is a material breach or default of this Lease Agreement.

17. **Waiver.** If Owner does not exercise any of its rights under this Lease Agreement, Owner may exercise these rights at a later date.

18. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease Agreement, including, but not limited to, any damage caused to the Premises or Neighborhood by the Resident, Occupant or Resident's guest, jointly with every other Resident, and individually, whether or not in possession.

19. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions. Owner will give Resident no less than a forty-five (45) day advance notice. Relocations directed by Owner will be at no cost to Resident. Owner shall provide Resident with a relocation allowance to offset the incidental costs of moving in the amount as set forth in the Relocation Addendum. Resident will be responsible for relocation due to habitability deficiencies caused by Resident, Occupant, or guests. In such event, Resident will pay for relocation expenses, including incidental costs, in addition to the cost to repair any habitability deficiencies.

20. **Entry onto the Premises.** Owner or anyone allowed by Owner, including but not limited to a licensed exterminator for the purpose of pest control, may enter the Premises during reasonable hours after giving Resident forty-eight (48) hours advance notice. Owner or anyone allowed by Owner may enter the Premises for preventive maintenance during reasonable hours after giving Resident five (5) days advance notice. If there is an emergency, Owner may enter the Premises without giving Resident advance notice. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Owner to show the Premises to prospective residents upon forty-eight (48) hours advance notice. Owner may also enter the Premises with at least forty-eight (48) hours posted notice if it appears to have been abandoned by Resident.

21. **Government's Right to Restrict Access for Security Reasons.** Resident acknowledges that the Government as represented by the Department of the Navy has reserved the right to impose access restrictions upon all Resident(s) from time to time as security considerations may require. Such restrictions may include identification checks, searches of vehicles and any other measures appropriate to the situation. Access to the Premises may be restricted or denied at the discretion of the Installation Commanding Officer depending on the nature and severity of the specific force protection or defense conditions. Resident(s) shall not make any claim against Owner if the Department of the Navy imposes such restrictions.
22. **Locks and other Entry Devices.** All devices (access cards, codes, keys, garage door openers, etc.) issued to Resident for access to common areas, pools, garages, units, etc. are the property of the Owner to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional rules and regulations as issued by Owner. If Resident provides an entrance device to any person without first obtaining written permission from Owner, other than a key to Resident's Premises, it shall constitute a material breach of this Lease Agreement and Owner may terminate tenancy.
- Locks shall not be changed, altered or replaced nor shall new locks be added by Resident without the written permission of Owner. Any locks so permitted to be installed shall become the property of Owner and Resident must promptly provide a key to Owner.
23. **Abandonment.** Any personal property left in the Premises after Resident has vacated or has been evicted is considered abandoned. If Owner determines the personal property to be of value, Owner will mail a notice to Resident at Resident's forwarding or last known address. If Owner does not receive a response and/or the abandoned property is not claimed within thirty (30) days, Owner has the unilateral right to dispose of said property.
24. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease Agreement or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease Agreement by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease Agreement.
25. **Breach by Resident.** Each obligation of the Lease Agreement is material and violation of any obligation or misrepresentation of any information is a breach of the Lease Agreement. Owner may, at its option, enforce the performance of this Lease Agreement and/or may give notice to Resident of its election to terminate the Lease Agreement.

If Resident does not pay Rent by the due date, Owner may give Resident written notice demanding payment. If the Rent is not paid within the time specified (not less than fourteen [14] days) after receipt of notice, Owner may terminate the Lease Agreement. If Owner employs an attorney or collection agency, Resident must pay attorney or collection agency fees and costs, regardless of whether or not a lawsuit is filed.

If Resident fails to comply with any of the terms of the Lease Agreement, including damaging the Premises or violating any of the rules and regulations contained in the Community Handbook, or other restrictions, Owner will give Resident written notice ("Notice of Violation/Breach") of the violation/breach. If the damage is not repaired or the violation/breach is not corrected within the time period specified in the Notice of Violation/Breach from receipt of the notice, Owner may correct the violation/breach or damage and charge the cost to the Resident and/or give Resident a fourteen (14) day notice to terminate the Lease Agreement ("Notice of Termination of Tenancy") unless the violation/breach is remedied by Resident within the fourteen (14) day period and provided that the violation/breach can be remedied. Notice is hereby given that Resident is responsible for paying any fines, penalties, or other assessments charged because of Resident's failure to comply with the terms of the Lease Agreement.

If the breach of the Lease Agreement is due to Resident's, Occupants' and/or guests' use of the Premises for unlawful purposes, or if Resident, Occupants or guests cause or threaten to cause injury to any person, Owner may terminate the Lease Agreement.

Neither Owner nor Resident shall forfeit or waive any existing or future right or remedy by pursuing a lawsuit. Resident's eviction by a court or other breach of this Lease Agreement or Owner's Service of a

Notice of Termination of Tenancy on Resident shall not release Resident from liability for payment for the balance of the term of the Lease Agreement.

26. **Security.** Resident acknowledges that Owner has not made any written or oral representations concerning the safety of the Neighborhood or the effectiveness or operability of any security devices or security measures.

Resident acknowledges that Owner does not warrant or guaranty the safety or security of Residents, Occupants, and their guests or invitees against criminal or wrongful acts of third parties. Each Resident, Occupant, guest and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

27. **Estoppel Certification.** Resident will, at any time and from time to time, upon not less than fifteen (15) days prior request by Owner, execute, acknowledge and deliver to Owner a statement in writing, executed by Resident, certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease Agreement is in full force and effect as modified, and setting forth such modifications) and the dates to which the additional Rent and other sums payable hereunder have been paid, and (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Resident does not have any actual or pending claim against Owner. If Resident is deployed when such request is made, Resident shall authorize a representative with a valid power of attorney to act on Resident's behalf.

28. **Hold Harmless.** Owner will not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, unless the injury or damage is due to the specific negligence of Owner. Except as otherwise provided by law and this Lease Agreement, Owner will not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services unless due to the specific negligence of Owner.

Resident expressly acknowledges that Owner has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. Owner does not guarantee, warrant or assure Resident's personal security. In the event of criminal activity, Resident should contact the appropriate authorities immediately.

Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.

29. **Delivery of Premises.** Owner will make a good faith effort to make the Premises available to Resident on the day the Lease Agreement is scheduled to begin. If any delay does occur, Rent will not be due until the Premises is available to Resident. Either party may end this Lease Agreement by written notice to the other if the Premises is not available within thirty (30) days after the date the Lease Agreement begins, and any payment(s) made under this Lease Agreement will be refunded.

30. **Resident's Obligations Upon Vacating the Premises.** Resident has certain obligations prior to termination of the Lease Agreement and vacating the Premises. The obligations include:

- a. Resident shall (i) give Owner all copies of all keys or opening devices to the Premises and any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any and all parking and/or storage space; (iv) clean and deliver the Premises to Owner in the same condition as it was delivered upon commencement of tenancy, less ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address.

- b. All alterations/improvements left by the Resident at termination and that are made by or caused to be made by Resident, with or without Owner's consent, shall be deemed abandoned and may be disposed of, or retained by, Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- c. Owner shall perform a pre-move out inspection and inform the Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease Agreement. Deficiencies identified in the pre-move out inspection and not remedied by Resident will be remedied by the Owner and associated costs will be the responsibility of the Resident.
- d. Owner shall perform a final move out inspection at the time the Resident vacates the Premises. Resident or a Resident appointed representative must attend such final move out inspection. The Resident will be charged a cleaning fee if the Premises is not properly cleaned. The Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear. If Resident or a Resident appointed representative does not attend the final move out inspection of the Premises, Resident will accept Owner's assessment of damages or deficiencies that exceed normal wear and tear as permitted by applicable law. Resident will be responsible for payment of all move out charges within fifteen (15) business days of move out.
- e. Move-out requirements are further specified in the Community Handbook.

31. **Termination by Resident Prior to Expiration of Term.**

- a. Resident that is a service member shall have the right to terminate this Lease Agreement if: (i) the Resident is required to move pursuant to permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more (radius) from the Premises' location; (iii) the Resident is discharged or released from active duty with the Armed Forces of the United States or the Coast Guard; or (iv) the Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to terminate this Lease Agreement as provided in the Servicemembers' Civil Relief Act, as shall Resident's dependents as provided in the Servicemembers' Civil Relief Act.
- b. In order to terminate this Lease Agreement under Section 31(a) above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances. If (i) the Resident terminates this Lease Agreement early under Section 31(a) above, or (ii) two Residents terminate this Lease Agreement under either Sections 31(c) or 31(d) below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of this Lease Agreement.
- c. If two Residents are service members and only one Resident terminates this Lease Agreement under Section 31(a) above, the remaining Resident will not be required to terminate the Lease Agreement as to the remaining Resident, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate. If the senior service member is the terminating party, then upon the senior service member's early termination date the remaining Resident shall be considered the senior service member and will pay Rent in accordance with Paragraphs 4 and 5 above. All other terms and conditions of the Lease Agreement shall remain in full force and effect.
- d. If only one Resident is a service member and if that Resident terminates this Lease Agreement under Section 31(a) above, the remaining adult family member/Occupant shall not be required to terminate this Lease Agreement, but has the option to terminate or extend the Lease Agreement and permission will be given on a case by case basis. In the event such non-military adult family member/Occupant continues to occupy the Premises under this Lease Agreement, the monthly rental rate for the

remainder of the then current term shall continue to be the monthly Rent immediately prior to termination by the military Resident. If remaining Occupant desires to terminate this Lease Agreement, a written thirty (30) day notice must be given to the Owner.

- e. Resident has the option, subject to the requirements listed below, to terminate this Lease Agreement prior to the Lease Expiration Date as shown on Page 1 Number 4b for any reason not specified herein. Resident must submit to Owner at least thirty (30) days prior to the early termination date, a request in writing, a \$250 Early Termination Fee, together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease Agreement.

32. **Termination by Owner Prior to Expiration of Term.**

- a. Owner may terminate this Lease Agreement if Resident is in default under any of the covenants, terms or conditions of this Lease Agreement including the rules and regulations contained in the Community Handbook.
- b. In addition, Owner may terminate this Lease Agreement for the following reasons:
 - (i) Misuse or illegal use of the Premises, or conduct of Resident, Occupants and/or guests which is detrimental to Neighborhood safety and health;
 - (ii) Unacceptable care of or damage to the Premises;
 - (iii) When the Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises;
 - (iv) Use of the Premises for illegal activities or commercial transactions not authorized in advance in writing by Owner;
 - (v) For criminal activity by any Resident, Occupant, guest or any other person under Resident's control as determined by federal, state, and local laws. Criminal activity includes, but is not limited to, felonies and misdemeanors;
 - (vi) **Termination for Violent or Dangerous Behavior:** Upon proper written notice to Resident in accordance with state/local law, Landlord shall terminate this Lease Agreement if the Resident or any other persons in the Premises with the Resident's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes a real and present danger or threatens the health, safety or welfare of the life or property of others;
 - (vii) Construction and extensive renovations and repairs of the Premises and/or common areas, which may require Resident to vacate the Premises, as set forth in the Relocation Addendum.

33. **Mutual Termination by Resident(s) and Owner Prior to Expiration of Term.** Upon debarment of any Resident or Occupant from NSA Mid-South, this Lease Agreement may be terminated by mutual agreement of Resident and Owner.

34. **Insurance.** Owner's insurance covers the Premises and contents provided by Owner. Owner is not responsible and will not provide for fire or casualty insurance for Resident's property, except as stated herein. Owner will provide a minimum insurance coverage of \$10,000 for loss of Resident's personal property at no cost to the Resident. The insurance provides replacement cost coverage with a maximum \$250 deductible payable by Resident. Resident is encouraged to carry additional insurance for high value personal property. Owner will provide documentation of insurance coverage to Resident upon request by Resident. Waterbeds and aquariums in excess of thirty-five (35) gallons are not permitted without providing Owner with a valid water damage insurance policy.

35. **Weapons and Guns.** The possession of personal firearms, government-owned arms, ammunition and any other weapons will be in accordance with the laws of the State of Tennessee and all other applicable laws

and ordinances. All firearms must be registered with the Neighborhood Management Office within three (3) days of occupancy or procurement of firearms. Firearms and ammunition must be stored separately in safe, locked locations. Loaded guns in the Premises are prohibited. Displaying or discharging a weapon in the Neighborhood is prohibited. Hand grenades, bombs, and blasting explosives are also prohibited. Failure to adhere to this provision or other provisions within the Community Handbook regarding weapons and guns is a material breach of this Lease Agreement and may result in immediate eviction from the Premises.

36. **Registered Sex Offender Disclosure.** Under Government policy, except where prohibited by law or otherwise waived by the Installation Commanding Officer, no person convicted of a criminal offense requiring registration per the National Guidelines for Sex Offender Registration and Notification Act (SORNA) may reside in the Premises. If Resident or any person living in the Premises becomes a registered/convicted sex offender after the Lease Commencement Date, then Resident shall immediately take the actions required by Government regulations, including notification to the Owner and the submission of any required reports. Any Resident or person living in the Premises found to be a registered sex offender after taking occupancy shall be in default of the Lease Agreement and subject to termination of tenancy.
37. **Debarment.** If Resident, Occupant, or any person living in the Premises is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Resident shall vacate the Premises and the Lease shall terminate not later than thirty (30) days from the date of the debarment. It shall then be lawful for Owner to enter the Premises, and again have, repossess, and enjoy the same as if this Lease Agreement had not been made. Owner 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 Resident, 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 relet the Premises for the remainder of said term and recover from Resident any deficiency between the amount so obtained and the rent herein required to be paid.
38. **Commanding Officer Authority.** Nothing contained in this Lease Agreement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commanding Officer 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 to include the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to Resident, Occupant, or any person living in the Premises. Except as provided above, nothing in this Lease Agreement shall be construed to diminish, limit or restrict any right of Resident under this Lease Agreement or the rights of residents as prescribed under any resident leases or applicable law.
39. **Confidentiality of Resident Records.** Owner shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's Rent payment record and the amount of Resident's periodic rental payment, without the prior written consent of Resident or prospective Resident, or upon service on Owner of a subpoena for the production of records. This section shall not preclude Owner from releasing information pertaining to a Resident or prospective Resident in the event of an emergency or if Owner must employ an attorney and/or collection agency due to Resident's breach of the Lease Agreement. If rental history or other information on Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.
40. **Mediation.** Owner and Resident agree to mediate any dispute or claim arising between them out of this Lease Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. The parties agree to use a mediator selected from the mediation list incorporated in the Community Handbook. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to make reasonable efforts to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorney's fees even if that party eventually prevails in the court proceeding. The following matters are excluded from this paragraph: (a) an unlawful detainer action; (b) the filing or enforcement of a mechanic's lien; (c) any claim in an amount less than or equal to two

times the monthly rent; and (d) any matter within the jurisdiction of a probate, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

41. **Notices.** All notices must be in writing. Any notices to the Owner will be delivered at the Neighborhood Management Office listed on Page 1 of the Lease Agreement and to the Resident at the Premises. Delivery of a notice to any Resident or Occupant is notice to all Resident(s) and Occupant(s). If Owner cannot deliver a notice to any Resident or Occupant, Owner may post the notice in a conspicuous place on the Premises. The notice will be deemed received when delivered or posted on the Premises.
42. **Change in Ownership/Subordination.** This Lease Agreement and Resident's rights under this Lease Agreement are subordinate to all existing and any future financing, loans, or leases on the building or land.
43. **Severability.** If one or more of the paragraphs of this Lease Agreement are determined to be invalid, the remainder of this Lease Agreement will remain in effect.
44. **Controlling Document.** In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and any other exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement shall, in all respects, govern and control.

The Owner, its agents, and employees are pledged to both the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. Owner strictly abides by all applicable Federal, state, and county laws and does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other protected classes under state/local law.