

## MILITARY RESIDENT LEASE

This **MILITARY RESIDENT LEASE** ("Lease"),

is made this        day of        ,        , between United Communities LLC (Landlord) and ("Tenant") for the premises ("Premises") known as:

Building	Street Address	Unit No.
City	State	Zip

1. **TERM:** The term of this Lease shall be on a month-to-month basis starting on the        day of        ,        (the "Commencement Date"). Landlord or Tenant may terminate this Lease by giving the other party a minimum of 30 days' written notice, which 30-day notice period shall begin on the 1<sup>st</sup> day of the month following the day of actual notice. This Lease contains provisions providing for an earlier termination of the Lease term as a result of Tenant's military status. If the Tenant moves during the term of this lease to another house within the McGuire/Fort Dix privatized housing community, due to Landlord's request or as a result of the mutual agreement between Landlord and Tenant, the term of this lease will end, and a new lease will be executed between Landlord and Tenant for the new unit to be occupied by Tenant.
  
2. **RENT:** Tenant agrees to make rent payable to United Communities LLC or to such other account as Landlord shall designate from time to time in writing. Rent shall be payable in arrears, without demand or offset, on or before the last day of each month (the "Due Date") throughout the term of the Lease. The amount of Tenant's monthly rent for the Premises is an amount equal to the Basic Allowance for Housing (BAH with dependents rate for the 08640/08641 zip codes area) that has been designated for the senior service member living in the Premises, minus a reasonable utility allowance as determined by Landlord and the Government. At the time this Lease is signed, Tenant's monthly rent shall be \$\_BAH\_.

If a promotion or demotion occurs, the Tenant shall not be required to move from one unit to another and the Landlord will not adjust the Tenant's rent in an amount associated with the change in BAH for that changed military pay grade. Rent will be adjusted for increases or decreases in Tenant's BAH (**BAH with dependents rate for the 08640/08641 zip codes area**) at the time of the annual adjustment of rent for changes in the DoD BAH rates (historically such rate changes occur on or about January 1<sup>st</sup> of each year).

After the rental unit is metered for electric and gas utilities, the Tenant may be required by the Landlord to pay such utilities and the monthly rental amount shall be recalculated and a new amount for the utility allowance shall be determined by the Landlord and the Government. After this determination is made, it will replace the utility allowance previously taken out of the BAH before metering and the BAH will be reduced accordingly by the new utility allowance.

Payment of monthly rent by allotment is required, unless other arrangements are approved, in writing, by Landlord. Tenant agrees to execute any documents which are necessary to establish the allotment prior to signing the Lease, and agrees that the allotment may not be canceled prior to the expiration or termination of this Lease.

The prorated rent for any partial months occurring at the beginning or end of the Lease Term shall be payable in arrears. The prorated rent for the month of move-in is the sum of \$        . If a rent payment owed by Tenant directly to Landlord, such as the prorated move-in amount due prior to establishment of the automatic allotment, is not paid in full on or before the sixth day following its due date, Tenant agrees to pay a late charge as set forth in Paragraph 4. Such late charges are not intended

as a penalty but as reimbursement for Landlord's inconvenience, damages, and administrative costs attributable thereto. Tenant's right to possession and Landlord's obligations are expressly contingent upon the prompt payment of rent, and the use of Premises by Tenant shall be obtained only on the condition that rent and other monetary charges due hereunder are paid in full on time. All amounts that Tenant must pay to Landlord under this Lease are herein deemed to be "rent."

By signing this Lease, authorization is given to initiate and maintain an allotment equal to the BAH (**BAH with dependents rate for the 08640/08641 zip codes area**) that has been designated for the senior service member living in the Premises.

- 3. SECURITY DEPOSIT:** No security or pet deposits shall be required of Active Duty Military Tenant(s) so long as they begin and maintain an allotment in the amount of the monthly installment set forth above (adjusted as set forth above) [or comply with other previously approved written payments arrangements] and so long as Tenant complies with the attached "Pet Policy" and "Pet Addendum". In the event Tenant fails to comply with the Pet Policy and/or the Pet Addendum, Landlord may require a security deposit in an amount not to exceed one and one half (1 ½) times the monthly rent.
- 4. LATE PAYMENT AND RETURNED CHECKS:** If any installment of rent is not received by the Landlord within six (6) days from the Due Date, a Tenant default shall exist. In addition to all other remedies Landlord shall have as a result of such Tenant default, Tenant agrees to pay a late charge of five percent (5%) of the amount due to Landlord, for each amount due. Tenant also agrees to pay the Landlord an additional charge of fifty dollars (\$50.00) for each check returned unpaid. Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashiers check, or certified check and where default in payment occurs, to request that the entire Lease period amount of the debt be paid at once. Tenant shall not be in default, nor should tenant be required to pay a late charge, of any provision of this Lease by reason of failure to receive a BAH payment due to an error or delay caused by the Defense Finance and Accounting Service.
- 5. EARLY TERMINATION OF LEASE BY TENANT:** Tenant has no right to terminate this Lease, except as specifically and expressly provided in this Lease. If Tenant seeks early termination of the Lease as specifically and expressly provided hereafter, Tenant shall deliver to Landlord a written notice stating the grounds for early termination together with appropriate documentation evidencing such grounds for early termination as set forth in paragraph 6, below. The notice shall also state an effective date for the early termination which in no event shall be less than thirty (30) days after of Landlord's receipt of the notice. In the event Tenant properly terminates the Lease before the expiration of the Lease Term, the final month's rent owed by Tenant shall be prorated based on the date of termination compared to the number of days in the calendar month that the termination occurs and shall be payable at such time as would have otherwise been required by the terms of the Lease.
- 6. SPECIAL CIRCUMSTANCES FOR EARLY TERMINATION OF LEASE :** If Tenant's dependent or marital status changes, Tenant retires, Tenant is separated from military service, the Tenant is otherwise discharged from military service or any other event occurs and as a result of any of the foregoing Tenant is no longer eligible for housing under this Lease, the term of this Lease shall be terminated thirty (30) days after such change in status, unless the Installation Commander approves a different termination date and Tenant continues to pay rent at the appropriate BAH rate. Tenant is required to provide immediate notice to Landlord of any change in marital, dependent or military status or of any other event which would constitute a basis for early termination of the Lease. The Tenant may terminate this Lease if the Tenant is transferred (PCS) beyond a 25-mile radius of the Installation, receives temporary duty assignment to another location of sixty (60) days or more, or is ordered to occupy public quarters. In such cases, the Tenant will furnish the Landlord a copy of his or her official orders not less than thirty (30) days before such termination date unless such notification cannot be made through no fault of the Tenant (i.e., short notice assignment). Tenant shall perform all obligations under this Lease through any early termination date established pursuant to this Lease.
- 7. DEATH OF MILITARY TENANT/CHANGE IN MARITAL STATUS:** In the event of the death of the Active Duty Military Tenant(s), the immediate family members residing in the unit on the death

of such Tenant(s) shall have the right to elect to either terminate this Lease or extend it, at the same monthly rental amount, for a maximum period of twelve (12) months from the month of the Tenant's death. In the event of a change in the marital status (divorce, separation or other) of the Active Duty Military Tenant which has the effect of the Active Duty Military Tenant living apart from his or her spouse, the Active Duty Military Tenant shall remain the Tenant under this Lease, entitled to continue as the Tenant pursuant to all of the provisions of this Lease (and the non-Active Duty Military Tenant spouse agrees to vacate the Premises under such circumstances). However, in the event there are two individuals as Tenant under this Lease, and both individuals are Active Duty Military Tenants who have a change in their military status (divorce, separation or other), the two individuals shall decide between themselves which of the two shall remain in the Premises and as Tenant pursuant to this Lease (and shall so advise Landlord, in writing). The other Active Duty Military Tenant shall vacate the Premises.

**8. EARLY TERMINATION OF LEASE FOR OTHER CAUSES:** For any early termination not described in either Paragraph 5, 6, 7, 23 or 41 of this Lease, Tenant shall pay one (1) full month's rent to the Landlord, as an early termination fee, plus a prorated amount for any partial month in the event Tenant terminates the term of this Lease on any day other than the last day of a month. Such fee shall be paid in addition to any other money owed by the Tenant as a result of Tenant's physical damage to the Premises or otherwise due and owing under this Lease.

**9. NUMBER OF OCCUPANTS:** Tenant agrees that the Premises shall be occupied by Tenant's immediate family consisting of \_\_ adult(s) and \_\_\_\_\_ children and \_\_\_\_\_. Additional occupants may require approval by the Installation Commander. Tenant shall not increase the number of occupants without the prior written consent of Landlord. Provided, however, that in the event Tenant expects Tenant's household to grow by reason of childbirth or adoption, Tenant shall, to the extent possible, merely provide Landlord with at least thirty (30) days advance notice of the childbirth/adoption event. At such time, Landlord will advise Tenant as to whether larger housing accommodations might be available. The occupants are:

FULL NAME	AGE	RELATIONSHIP TO TENANT
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Occupancy of the Premises by individuals other than those listed above (or otherwise permitted by the express terms of this Lease or with the express written consent of Landlord) shall be a default by Tenant. Tenant must provide advance written request/notice of any temporary guests or visitors who are proposed to reside in the Premises for a period exceeding a total of thirty (30) days.

**10. KEYS AND LOCKS:** Tenant hereby acknowledges receipt of \_\_4\_\_ keys for the Premises. Tenant shall deliver all keys for the Premises to the Landlord immediately upon vacating the Premises. Locks may not be changed or added without the written permission of Landlord. If permission is granted, Tenant shall promptly furnish the Landlord with a key to each lock, without charge, and the lock(s) shall remain in place when Tenant vacates the Premises. In the event of a lost key(s), Tenant may elect to go to the Self-Help Building to obtain a copy of any existing keys in Tenant's possession. In the event Tenant loses or misplaces all keys to the premises or otherwise cannot obtain a replacement copy of the key, Tenant shall notify Landlord's management office. A fee of \$50.00 will be charged by the Landlord's Management Office if a new entrance lock and keys are required. or if Tenant loses all keys or fails to return on termination of this Lease. In the event Tenant changes any locks without the written approval of Landlord, Tenant shall be responsible for all damages that result from such unauthorized actions. The Security Forces Commander/DoD Police may maintain sets of keys to the Premises to facilitate entry when necessary during hours that the Housing Office is closed.

**11. ASSIGNMENT AND SUBLETTING:** 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 without the prior written consent of Landlord shall constitute a breach of this Lease by the Tenant and subject the Tenant to eviction and/or claims by the Landlord for monetary

damages.

**12. USE AND QUIET ENJOYMENT:** Tenant will enjoy the use of the Premises in a manner that does not disturb other tenants and which does not create a nuisance in violation of the Resident Handbook, or otherwise create a nuisance. A copy of the Resident Handbook is attached to this Lease.

**13. USE OF PREMISES:** The Tenant acknowledges that this residence is a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. "Dependents" (as defined in the attached Occupancy Addendum) of the Tenant and the Tenant's spouse may be considered normal residents of the household and are not "Social Visitors," regardless of the period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 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 days.

**14. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

a. Tenant shall not possess, sell, store, or otherwise permit anyone to possess, sell, or store illegal substances on the Premises, including but specifically not limited to illegal weapons, explosives, illegal drugs, or chemicals from which illegal drugs may be produced. 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 immediate termination of the term of this Lease. Additionally, possession of said contraband or illegal items will trigger notification by the Landlord to the Tenant's respective Security Forces Commander/DoD police for appropriate installation command action.

b. Tenant shall not: permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose. Additionally Tenant shall not 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 prior written permission of the Installation Commander. Commission of any of the above prohibited activities will trigger notification by the Landlord to the Tenant's respective Security Forces Commander/DoD police for appropriate installation command action.

c. Tenant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on or about the Premises, or that might be considered hazardous or extra hazardous by state or county fire/safety officials or under the provisions of an insurance policy. Should Tenant maintain said hazardous materials on the Premises that cause injury or damage (and the foregoing does not constitute permission to do so), Tenant shall be financially responsible for all such injuries and/or damages. Failure of Tenant to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate the term of this Lease and will trigger notification by the Landlord to the Tenant's respective Security Forces Commander/DoD police for appropriate installation command action.

d. Tenant will not use or occupy the Premises for any unlawful purpose, and Tenant will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of New Jersey, McGuire Air Force Base and Fort Dix, as well as all governmental authorities or agencies, and all municipal departments, bureaus, boards or officials inspecting the Premises and the use and occupation thereof. The Tenant's violation of any of the above will trigger notification by the Landlord to the Tenant's respective Security Forces Commander/DoD Police for appropriate installation command action.

**15. ANIMALS:** Tenant shall be permitted to keep the following domestic animals: \_ \_ dogs, \_\_\_\_\_ cats, and \_\_\_\_\_. No other animals may be maintained or housed on the Premises (to include the exterior thereof) without the prior written consent of the Landlord. Fish tanks which hold

more than fifty gallons of water are prohibited unless approved by the Landlord in advance and in writing. Tenant shall bear all legal and financial responsibilities for any and all injuries or damages caused by the animals and shall comply with the provisions of the Resident Handbook's specific requirements relating to the keeping of pets on the Premises. Additional pet provisions are contained in the attached Pet Policy and Pet Addendum.

- 16. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** Tenant shall refer to the Resident Handbook for specific regulations relating to the installation and keeping of cable, satellite and other television facilities on the Premises and shall comply with all applicable provisions thereof. Failure to comply with the Resident Handbook provisions regarding these items could cause damages for which Tenant will be responsible.
- 17. UTILITY CHARGES:** Utility charges are to be paid as follows. Landlord shall pay for normal residential electricity, water, sewer, natural gas, and trash pick-up. Tenant shall pay for all additional utilities and services, such as (but not limited to) telephone, cable television, internet service, and other communications. Tenant shall be responsible for notifying the appropriate companies to arrange for any additional utilities or services. After the rental unit is metered for electric and gas utilities, the Tenant may be required by the Landlord to pay such utilities, and the monthly rental amount shall be reduced in accordance with paragraph 2 above. Landlord, with the concurrence of the Government, may enact new policies regarding utility charges by giving Tenant ninety (90) days prior written notice.
- 18. REPAIRS:** Tenant shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. Tenant shall immediately notify the Landlord of any damage to the Premises and/or need for any repairs.
- 19. ALTERATIONS AND FIXTURES:** Tenant shall make no alterations to the Premises (interior or exterior, including exterior fencing), incur any debt or make any charges against the Landlord or the Premises, or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord. Before installing any fixtures (generally items affixed to walls, ceilings, floors, or a permanent part of the premises), Tenant must consult the provisions in the Resident Handbook for further information as to what constitutes fixtures and the conditions for Landlord approval. Any fixtures installed by the Tenant and approved by Landlord (in writing) prior to installation shall be purchased and installed at Tenant's expense; shall be affixed in a manner that will not damage the building and shall remain upon and become part of the Premises upon the termination of the term of the Lease. Tenant may, at Tenant's expense following written approval from Landlord, paint the interior walls and trim of the Premises. However, all such walls and trim must be returned to original color and condition at the expiration of the Lease term
- 20. ACCESS DURING OCCUPANCY:** Landlord and Landlord's representatives may enter the Premises at reasonable times with twenty-four (24) hour prior notice to make necessary or agreed repairs, alterations or improvements, supply necessary services or exhibit the unit to prospective new tenants, workmen or contractors. In an emergency condition only, Landlord may enter the Premises without the need for prior notice to Tenant. The purpose of 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. The Landlord will not abuse this right of access or use it to harass the Tenant. The Installation Commander (or his or her designated representative) retains the right to conduct inspections of the Premises for health, welfare, safety, security, military fitness, and good discipline of the Installation.
- 21. PROPERTY AND LIABILITY INSURANCE:** Neither Landlord nor the Government shall be liable for any damages to Tenant's personal property or that of Tenant's agents, employees, guests, occupants or invitees, except as required by law. The Landlord has obtained a nominal amount of personal property and liability insurance for the benefit of the Tenant, at no additional cost to the Tenant, all as more specifically set forth in paragraph 22 below. Tenant acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of these coverage amounts. Tenant acknowledges being advised to obtain additional insurance, at Tenant's

expense, to protect Tenant from claims for property damages and physical injury caused by the Tenant, or the Tenant's family members, invitees or guests.

- 22. RENTER'S INSURANCE:** The Tenant acknowledges that neither the Landlord nor the Government insures the Tenant's personal property or leasehold improvements for any loss or damage whatsoever, although Tenant may have rights and remedies under the Military Personnel and Civilian Employees Claims Act (MPCECA) (Tenant may obtain additional information concerning MPCECA from the Tenant's servicing installation legal office). Landlord shall, at its sole cost and expense, make Tenants 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. Should Tenant choose to waive Landlord's renter's insurance or is not otherwise eligible for Landlord's renter's insurance, Tenant is required to purchase his/her own insurance with the same coverage levels and provide Landlord with proof of coverage. Failure to do so will result in Tenant default.
- 23. DESTRUCTION OF PREMISES:** In case the Premises, or any substantial part thereof, without any fault or neglect of Tenant(s), shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy (or in the event of damage to the larger structure of which the Premises is a part, which damage renders the Premises uninhabitable), Tenant(s) may, and at the request of Landlord shall, thereupon surrender possession of the Premises to Landlord, and thereupon the term of this Lease shall cease and be void.
- 24. LIABILITY:** Landlord shall not be liable to Tenant, Tenant's family members, guests, occupants, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including secondhand smoke), water, mold, asbestos, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the community, acts of nature, other unexplained phenomena, acts of other residents, or any other cause of any nature whatsoever, not the result of the gross negligence of Landlord or its agents acting in the course and scope of their agency. Tenant expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT THE DoD POLICE OR SECURITY FORCES.**
- 25. EXIT INSPECTION OF PREMISES:** Landlord shall assume that the current condition of any housing unit is what is on file with the Government at the time of initial occupancy by the Tenant at the start of this lease/initial occupancy. At the time of initial occupancy, the Tenant is encouraged to inspect the unit and notify the Landlord, in writing, with the identification of any deficiencies/damages. The Tenant will be responsible to return the unit, at Tenant's expense, to the Landlord at the end of the term to the condition the unit was in at the commencement of initial occupancy, reasonable wear and tear excepted. It shall be Tenant's responsibility to provide a written

request for an exit walk through inspection of the Premises with Landlord. The walk through inspection, which Tenant is encouraged to attend, must be requested within five (5) days before the Tenant ends occupancy of the Premises pursuant to this Lease. Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Landlord shall sign and provide the Tenant with a copy of the Move-Out Report. Tenant shall, at Landlord's request, provide Landlord with written acknowledgment that Tenant has received a copy of the Move-Out Report.

- a. In the event Landlord fails to conduct an exit inspection requested by Tenant in compliance with this Lease within three (3) days of Tenant's complete departure, Landlord agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies or damages were discovered.
- b. Tenant shall provide Landlord with Tenant's forwarding address to facilitate any further necessary communication between the parties, to include the payment of any refunds owed to Tenant by Landlord. Landlord will provide Tenant with an itemized statement that clearly describes any damages caused by Tenant's noncompliance with provisions of this Lease and the charges imposed by Landlord to repair the damage or otherwise correct the deficiencies caused by Tenant's non-compliance with this Lease.
- c. Any refund of rent due Tenant by Landlord, less any amount owed to Landlord by Tenant for damages or other charges allowed under this Lease, will be paid within thirty (30) days after Landlord's receipt of Tenant's final payment of Rent owed pursuant to this Lease. Any payments that are paid after the thirty (30) day period subsequent to the Landlord's receipt of Tenant's final payment of Rent owed shall require the Landlord to pay to Tenant an additional amount of \$5.00 per day for each additional day past the thirty (30) day period. Amounts owed Landlord by Tenant that are sent to Tenant's proper forwarding address and are not paid within thirty (30) days of the date due are subject to being submitted to a collection agency by the Landlord for collection.

**26. TERMINATION BECAUSE OF DEFAULT:** If Tenant fails to comply with any of the terms of this Lease and/or the Resident Handbook, and if such default continues for seven (7) days after a notice to cure the default has been delivered to the Tenant (except that only a five (5) day notice shall be required if the default consists of failure to pay rent), Landlord may terminate the term of this Lease and recover possession of the Premises as permitted by law. If Tenant's failure to comply with any of the terms of this Lease and/or the Resident Handbook causes or threatens to cause irreparable harm to any person or property, or the Tenant is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property, Landlord may, without notice, remedy the breach and bill Tenant as provided by law, immediately terminate the term of this Lease upon notice to Tenant and bring an action for summary possession, or choose any of the foregoing or any other available remedy under this Lease or pursuant to law.

**27. EVICTION:**

- a. Landlord may terminate this Lease and/or commence an action for eviction and/or summary possession to recover possession of the Premises in accordance with state and local law for Tenant's failure to pay rent; or for a material breach, under state and local law, of this Lease; or for one or more violations of the Resident Handbook that affect or threaten to affect the health or safety of other residents in the community or interferes with the right to quiet enjoyment of other residents in the community or the preservation of Landlord's property from abuse.
- b. If Tenant remains in possession of the Premises without Landlord's consent after expiration of the term of the Lease, Tenant is deemed to be in breach of this Lease and Landlord may commence an eviction and/or summary possession action. On retaining possession beyond the rental period without consent of Landlord, Tenant shall be obligated to pay to Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by Tenant.

28. **ABSENCE FROM PREMISES:** Tenant shall notify Landlord and the DoD Police or Security Forces in writing of an anticipated extended absence from the Premises in excess of five (5) days for any reason. Tenant shall make arrangements for security, prudent care (as defined under Tenant responsibilities in the Resident Handbook), and periodic inspection of the Premises. Tenant shall provide Landlord with the name and contact information of the person who shall have access and perform normal Tenant maintenance and responsibilities.
29. **ABANDONMENT:** An abandonment shall be deemed to have occurred if Tenant: a) quits the Premises and indicates by words or deeds Tenant's intention not to resume tenancy; b) has been evicted from the Premises by judicial or other process; or c) leaves personal property within the Premises after the termination of the term of the Lease. If Tenant abandons the Premises, Landlord may, at Landlord's option, enter the Premises by any means allowed under applicable law without being liable to Tenant for damages or for payment of any kind whatever, and may, at Landlord's discretion, as agent for Tenant or otherwise, re-let the Premises for the whole or any part of the then-expired term and may receive and collect all rent payable by virtue of such re-letting (and deduct therefrom an amount equal to all costs and expenses incurred in connection with such abandonment including, but not limited to, costs and expenses in preparing the Premises for re-letting) 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 as if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. Upon abandonment, Landlord may peaceably enter the Premises and remove the contents in accordance with the provisions of applicable law. If Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law.
30. **NOTICES:** If the Premises is vacated pursuant to a proper notice on a day other than the last day of a normal rental period, the rent due for the resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by the number of days in the month in which the Premises is vacated. If properly sent to the recipient's last known address, by 1<sup>st</sup> class mail as evidenced by a certificate of mailing postage prepaid, notice shall be construed as delivered as of the postmark date of sender's mail receipt form. Notices to Tenant shall be sent to the address of the Premises, unless Tenant shall have vacated the Premises and provided Landlord (in writing) with a valid forwarding address. Notices to the Landlord shall be sent to:

United Communities LLC  
3700 A Circle Drive, McGuire AFB, NJ 08641

NOTE: It is the Tenant's responsibility to properly return all keys to Landlord upon vacating the Premises. Prorated rent will continue to be charged through the date that Tenant properly vacates the Premises and returns all keys to Landlord.

31. **CAPTIONS/SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of competent 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. Captions have been added for ease of reference only and are not to be used in interpreting this Lease.
32. **MODIFICATIONS:** Any modifications to the terms and conditions of this Lease must be in writing, signed and dated by the parties and made a part of this Lease.
33. **CONFLICTS:** The terms of this Lease shall take precedence over any conflicting terms contained in the Resident Handbook.

34. **RESIDENT HANDBOOK** : Tenant acknowledges receipt of a copy of the Resident Handbook and agrees to abide by all terms of such Resident Handbook. Any changes to the Resident Handbook shall be effective only after the required notice is given of such changes by publication in the website: [www.mcguiredixuc.com](http://www.mcguiredixuc.com), written notice, and/or other means of public posting. A violation of the Resident Handbook shall constitute a breach of this Lease.

35. **LEAD BASED PAINT/ASBESTOS:**

(a) **Lead-Based Paint**

**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 Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**LANDLORD DISCLOSURE**

(a) Presence of lead-based paint and/or lead-based paint hazards:

- (1) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- (2) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Tenant:

- (1) \_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

A copy of the relevant pages from the Environmental Baseline Survey pertaining to lead-based paint and/or lead-based paint hazards in the housing.

- (2) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**RESIDENT’S ACKNOWLEDGMENT (initial)**

- (c) \_\_\_\_\_ Tenant has received all available information listed above.
- (d) X \_\_\_\_\_ Tenant has received the pamphlet, *Protect Your Family from Lead in Your Home!*

**AGENT’S ACKNOWLEDGMENT (initial)** Agent has informed the Tenant of the Tenant’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

- (e) \_\_\_\_\_ Agent’s Acknowledgment.

**CERTIFICATION OF ACCURACY**

The parties executing the agreement by signing below acknowledge and certify that the information above was reviewed and is, to the best of their knowledge, true and accurate.

(b) **Asbestos Containing Material (“ACM”)**

The presence of ACM has been detected. This information is provided solely by the Environmental Consultant, the Environmental Assessment of the community, and an Asbestos Operations and Maintenance Plan (“ACM O & M Plan”) issued by the Environmental Consultant. Copies of the Environmental Assessment and the ACM O & M Plan are on file with, and upon request may be reviewed in, the Management Office. If Tenant has concerns about these materials, Tenant should contact Landlord immediately.

In the Environmental Assessment, the Environmental Consultant has concluded that, because the ACM is encapsulated (sealed), the ACM presents no immediate risk to building occupants. However, if the ACM becomes friable or airborne, the ACM may become hazardous to building occupants and other persons who may be exposed to the airborne ACM. Accordingly, it is important to maintain the integrity of the encapsulation of the ACM.

Therefore, Tenant agrees that Tenant:

- (a) will not cut, sand, punch holes in, or otherwise damage any floor or wall material within the Premises.
- (b) will not perform any work to the Premises that may result in damage to the above specified areas.
- (c) will not install or attach any objects or fixtures (including light fixtures and ceiling fans) in the ceiling of the Premises.
- (d) will, upon observation of water or other damage to above specified areas, notify Landlord immediately.
- (e) will request of Landlord to perform any work done to the above specified areas, rather than perform such work.

Notwithstanding the above, Tenant may hang pictures and install shelving provided that the same is done in a neat and orderly fashion, and that Tenant restores the walls to the condition that existed at the beginning of the Lease.

**Acknowledgment of Tenant:**

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

36. **MOLD/MILDEW:** Tenant acknowledges the attached Mold/Mildew Addendum.

37. **DEBARMENT:** Notwithstanding any provisions of this Lease, Tenant acknowledges that the Installation Commanders of McGuire Air Force Base and Fort Dix (or his or her designated representative) have the right at all times to order the permanent removal and barment of anyone including, but not limited to, Tenant(s) from their respective military installations. If Tenant(s) or Tenant’s family member is debarred from either McGuire AFB or Fort Dix by the Installation Commander in accordance with the authority provided in 18 U.S.C.§1382 and the debarment voids the Tenant’s status as a referred tenant, the Tenant shall vacate the Premises no later than thirty (30) days from the latter of the date of the debarment or the loss of status as a referred tenant. It shall then be lawful for 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 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 re-let the Premises for the

remainder of said term and recover from Tenant(s) any deficiency between the net amount so obtained (after deducting all costs and additional expenses incurred by Landlord as a result of such re-letting) and the rent herein required to be paid.

38. **NON-SEVERABLE AND HISTORIC UNITS:** The Installation Commander shall have the authority to restrict non-severable units and designated historical units to Active Duty Military Tenants and any other tenants other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Active Duty Military Tenants residing in severable units be relocated to the non-severable or designated historical units. By signing this Lease, Active Duty Military Tenants residing in severable units consent to relocate if later directed by the Installation Commander to occupy a non-severable or designated historical unit. The Government shall pay all costs of such relocation.
39. **RESIDENTIAL BUSINESS:** Tenant(s) 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. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for 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.
40. **DEPLOYMENT:** If Tenant has extended absence from the Premises (i.e., deployment, extended TDY, etc.), Tenant must notify Landlord within five (5) duty days of notification to proceed (or other applicable event). Tenant must ensure that there is a responsible point of contact who has the required documentation to act on behalf of Tenant in all matters related to the Premises.
41. **RIGHT TO RELOCATE:** Landlord specifically reserves the right to relocate Tenant(s) to other housing units due to Landlord's construction and renovation activities and/or habitability conditions. Landlord agrees to provide Tenant with at least sixty (60) days advance written notice. Relocations directed by Landlord will be at no cost to Tenant, except for relocation due to habitability deficiencies caused by the acts of the Tenant or their guests and invitees; in such event, Tenant shall pay for relocation expenses, in addition to the cost to repair any habitability deficiencies. The increase in Tenant's family size due to childbirth or adoption shall not constitute a "habitability deficiency".
42. **RULES AND REGULATIONS:** Attached to this Lease is a copy of the current "Resident Handbook". Tenant agrees to comply with all rules and regulations, as defined in the Resident Handbook. Any violation of these rules and regulations, or any one of them, shall be a breach by Tenant of this Lease at the option of the Landlord. As rules and regulations change, Tenant shall be provided with written notice of said change (notices shall also be provided by other means such as web-site postings and bulletin boards throughout the base). Tenant shall be bound by new rules and regulations upon written notice being provided (and Tenant shall be responsible to ensure that Tenant is aware of changes to such rules and regulations). Tenant specifically agrees:
1. To maintain the Premises in a clean, safe, and sanitary condition and to dispose of all rubbish, garbage, trash, and other waste in a sanitary manner.
  2. To refrain from and to cause other members of the household and guests to refrain from intentionally or negligently destroying, defacing, impairing, or removing parts of the Premises, appurtenances, equipment, furnishings or fixtures.
  3. To conduct himself/herself and require other persons on the Premises with his/her consent to conduct themselves in a manner that shall not interfere with or diminish neighbors' peaceful

enjoyment of their accommodations; and to conduct themselves in a manner which is conducive to maintaining the Premises in a decent, safe, sanitary condition; and to refrain from any illegal acts or activities while on or about the Premises.

4. To pay upon demand the charges (other than normal wear and tear) for the replacement or repair of damages to any portion of the Premises or appliances caused by Tenant members of the household, guests or invitees.
5. To use all electrical, plumbing, sanitary, heating, ventilation and any other facilities and appurtenances in a manner consistent with residential purposes (unless Tenant shall be permitted to conduct a residential business within the Premises pursuant to other provisions of this Lease).
6. To not remove any of Landlord's furnishings, appliances, or fixtures and make no alterations, repairs, or changes, or to repaint or renovate the interior of the Premises or appurtenances without the express written consent of Landlord.
7. To be responsible for frozen pipes and other damages which result from the negligent or wrongful acts of Tenant or their guests and report any defects or water leaks immediately to Landlord. Additionally, Tenant shall be responsible for any damage caused by inadequate ventilation or failure to use/improper use of HVAC system, which may contribute to damage to the Premises (i.e., freezing of pipes and fixtures, mold growth, etc.).
8. Where applicable, to utilize care such that carpet and pad are not damaged as a part of the cleaning process.
9. To refrain from storing, or having on the Premises or grounds, any hazardous or flammable materials with the exception of common household materials. Hazardous materials and non-household batteries must not be left in trash totes; they must be disposed of in accordance with all applicable laws. Additional information regarding disposition of hazardous materials may be found in the Resident Handbook. Hazardous waste may not be poured down sink drains, toilets, and sanitary sewer drains, on the ground, or into storm sewers.
10. To maintain all smoke detection devices, fire extinguishers, and carbon monoxide detection devices on the Premises in good working order and to promptly notify Landlord of any malfunction.
11. To maintain patios, porches, and decks in good order and ensuring access to emergency exits. Patios, porches, and decks are not to be used for unsightly storage.
43. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of New Jersey including, without limitation, the applicable New Jersey statutes (N.J.S.A) and implementing regulations pertaining to Residential Landlord – Tenant law issued by the New Jersey Department of Community Affairs and contained in the New Jersey Administrative Code (N.J.A.C.)
44. **ENTIRE AGREEMENT:** This Lease, the attached "Resident's Handbook", and all Addenda and other documents attached hereto and intended to be part hereof constitute the complete and entire agreement between the parties and no oral statements made shall be binding upon either party, it being understood and agreed that this Lease may be modified only by a writing signed by the parties. The individuals signing this Lease as Tenant are jointly and severally liable and responsible for all the terms and conditions contained herein.
45. **MANAGER:** Landlord may, at any time at Landlord's election, delegate and/or assign some or all of Landlord's rights and obligations under this Lease to a management company, which thereafter shall have such powers, rights and responsibilities as Landlord shall designate.

**LANDLORD**

UNITED COMMUNITIES LLC

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Its: (Authorized Agent)

**TENANT**

DATE: \_\_\_\_\_

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

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

**MILITARY CLAUSE LEASE ADDENDUM**

1. "As a member of the Armed Forces of the United States", Tenant may terminate the obligations, upon presenting documentation, under this Lease on giving a thirty (30) day written notice of intent to vacate in the event of the following:
  - a. Receives permanent change of station (PCS) orders beyond a 25-mile radius of the installation.
  - b. Has been declared killed or missing in action, the spouse or executor may terminate this Lease by providing the Landlord with a written notice of termination to be effective on the date specified therein, but not less than thirty (30) days later.
  - c. Separated from the Armed Services.
  - d. Receives temporary duty assignment to another location of sixty (60) days or more.
  - e. Ordered to occupy public quarters.
  
2. For any or all of the above reasons, Tenant may terminate this Lease upon written notice of his/her intention to do so, and such termination will become effective thirty (30) days after the date the notice is served upon Landlord. If the date of such termination falls between days of which rent is due, rent will be prorated so that Tenant is obligated to pay rent only for that period from the time the rent is due to the day of scheduled termination, he/she will be charged a prorated amount for each additional day he/she occupies the Premises. NOTE: It is the Tenant's responsibility to properly return all keys to Landlord upon vacating the Premises. Prorated rent will continue to be charged through the date that Tenant properly vacates the Premises and returns all keys to Landlord.
  
3. The provisions of the Addendum will have precedence over any conflicting provisions in the Lease.

Landlord\_\_\_\_\_

Date\_\_\_\_\_

Tenant\_\_\_\_\_

Date\_\_\_\_\_

**MOLD/MILDEW ADDENDUM**

This Mold and Mildew Addendum (“Addendum”) is made a part of the Military Resident Lease to which it is attached.

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. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises. Tenant also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant’s property, as well as personal injury to Tenant, occupants and others directly and solely resulting from Tenant’s failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies under the Lease, at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

**PET POLICY**

The following list of the requirements encompasses the United Communities LLC’s pet policy.

1. Existing tenants must notify your neighborhood management office within five (5) days of acquiring a pet.
2. All pets must be registered at the Installation Veterinarian Treatment Facility within five (5) working days of occupying a house or acquiring a pet. Pet owners must provide a verification of immunization along with the pet registration.
3. A pet is considered to be a domesticated animal living in association with a household. Acceptable pets are limited to dogs, cats, and birds. No more than two pets per household are allowed. Certain breeds of dogs are not allowed, including Pit Bulls, Rottweilers, and Doberman Pinschers. Any Tenant who occupied a unit on the Installation prior to execution of this Lease and who maintained a dog identified as a prohibited breed, and/or who had and continues to have in excess of two (2) pets will be “grandfathered” with respect to such prohibited breed and/or pets in excess of two (2). However, this provision shall only apply to those current pets and shall not authorize Tenant to replace a prohibited breed or replace a pet that exceeds the two (2) pet maximum number.
4. Tenants are responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Tenants must pick up and properly dispose of animal waste in their yard and tenants who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of the Pet Policy for any tenant to simply “turn out” their pet and recall it at their convenience.
5. Dogs must be “on leash” at all times when outside any fenced area of the home.
6. 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. Avoid leaving pet food outside, as it will attract vermin and pests.
7. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
8. Tenants will be asked to remove any pet that constantly disturbs other tenants, whether inside or outside the home, or prevents the Landlord’s agents and employees from properly performing their duties. If Tenant fails to remove said pet, when requested by the Landlord, the Tenant’s lease may be terminated in accordance with established guidelines.
9. These guidelines exist to ensure the quiet enjoyment of all tenants and to maintain a high quality living environment, and will be strictly enforced by the property management staff.
10. Landlord reserves the right to establish such other reasonable guidelines as, in its sole judgment, shall be required to maintain the cleanliness of the property and provide for the preservation of good order therein.

Thank you for your cooperation.

Signatures:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Address

**PET ADDENDUM**

In connection with the Military Resident Lease to which this Addendum is attached, in and subject to conditions stated therein, Landlord hereby grants permission for Tenant to keep, in Tenant’s home only, the pet or pets described below upon the following terms and conditions:

- 1. The pet’s name \_ \_ and which is a Male/Female and is approximately \_ \_ years old.

The Pet is generally described by the following Dog/Cat, breed \_ .  
Height \_ Weight \_ \_ and physical identifying characteristics: .

- 2. The pet’s name \_\_\_\_\_ and which is a Male/Female and is approximately \_\_\_\_\_ years old.

The Pet is generally described by the following Dog/Cat, breed \_\_\_\_\_ .  
Height \_\_\_\_\_ Weight \_\_\_\_\_ and physical identifying characteristics: \_\_\_\_\_ .

- 3. Tenant hereby represents and warrants that the above-described pet has been properly licensed and inoculated and will furnish Manager with evidence thereof promptly upon request.
- 4. The pet shall be kept on a leash at all times when outside the home and inside the Community. Tenant shall not at any time leave the pet unattended. Tenant shall promptly collect and remove all pet defecation from the grounds of the Community.
- 5. Tenant shall insure that the pet does not at any time disturb any other resident of the Community nor damage any property located in the Community. If, in Manager’s sole opinion and discretion, the pet has disturbed or is disturbing any other residents or has caused or is causing damage to the property in the Community, then Tenant shall permanently remove the pet from the Community within five (5) days after written request. Tenant’s payment for damage caused by the pet shall not entitle the Tenant to keep the pet. Tenant’s failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the term of the Lease.
- 6. Except for the pet or pets described above, Tenant shall not keep any pets in the home or within the Community without Landlord’s prior execution of an additional Pet Addendum. This provision shall not prevent pet sitting for a temporary period of time.
- 7. Tenant’s failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in the Pet Addendum shall constitute a default permitting termination of the term of the Lease.
- 8. Tenants will be asked to remove any pet that constantly disturbs other residents, whether inside or outside the home, or prevents the Landlord’s agents and employees from properly performing their duties. If Tenant fails to remove said pet, when requested by the Landlord, Tenant’s Lease may be terminated in accordance with established guidelines.

In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

*I have read this Addendum, and I accept the terms.*

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

**GROVE PARK/HOLLY CREST ADDENDUM**

1. The U.S. Army Corps of Engineers (USACE) have investigated the Grove Park/Holly Crest site and have determined that military training involving inert training mortars (60-mm and 81-mm), inert practice rifle grenades, and inert practice hand grenades was conducted at this site prior to the construction of housing units at the site in the late 1950s. The USACE have also determined that some of these inert (non-explosive) munitions may still be present in the Grove Park/Holly Crest area. Although no explosive munitions have been identified and none are suspected to be present at the site, caution is warranted whenever any digging or other subsurface activities are conducted at the site and whenever any buried metal objects are encountered. Individuals should not assume that an ordnance item is inert and should regard all munitions as a potential explosive hazard. If a munition or suspected munition is encountered, individuals shall not attempt to disturb, remove or destroy it, but shall immediately notify the Fort Dix Department of Defense Police at 609-562-6001 so that appropriate explosive ordnance disposal (EOD) personnel can be dispatched to address the item.
  
2. Tenant acknowledges receipt of the Munitions Awareness Safety Brochure developed for the Grove Park/Holly Crest Site by the USACE.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

**OCCUPANCY ADDENDUM**

Tenant acknowledges that the only persons who are entitled to occupy the Tenant’s house on a long-term basis are those that fall within the definition of Tenant’s dependent as defined below.

Dependent – With respect to a member of a uniformed service, includes the following people:

The spouse of the member

An unmarried child of the member/spouse who:

Is under 21 years of age

Is incapable of self-support because of mental or physical incapacity and is in fact dependent on the member for more than one-half of the child’s support

Is under 23 years of age, is enrolled in a full-time course of study in an institution of higher Education and is dependent on the member for more than one-half of the child’s support

A parent of the member/spouse if:

The parent is in fact dependent on the member/spouse for more than one-half of the parent’s support.

The parent has been dependent over a period of time or became dependent due to a change of circumstances arising after the member entered on active duty. The dependency of the parent on the member/spouse is determined on the basis of an affidavit submitted by the parent.

Dependent is further defined to exclude noncustodial dependents; that is, military member/spouse must have legal custody of any family member claimed as a dependent for military family housing purposes.

The provisions of the Addendum will have precedence over any conflicting provisions in the Lease.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

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

**MILITARY RESIDENT LEASE COMMENCEMENT ADDENDUM**

1. **COMMENCEMENT:** Notwithstanding the provisions of paragraph 1 of the Lease, the Commencement Date of this Lease shall not occur prior to Landlord’s ground lease closing with the Government (the “Ground Lease Closing”). In the event the Ground Lease Closing occurs on a date following the Commencement Date specified in paragraph 1, the Commencement Date shall automatically be changed to coincide with the date of Landlord’s Ground Lease Closing.
  
2. The provisions of this Addendum will have precedence over any conflicting provisions in the Lease.

Landlord \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_