

**LEASE
(Military Resident)**

This LEASE (this "Lease"), is made this ___ day of Month __, 20__, between **Vandenberg Housing LP**, ("Landlord"), and _____ (the "Resident").

1. TERM OF OCCUPANCY: The Landlord grants occupancy to the Resident and only those persons authorized by this Lease, for a term of one (1) year, the premises known at _____ (the "Premises"), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on Month __, 20__ and end on Month __, 20__, unless extended. **This Lease shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days written notice.**

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

(a) Payment will be made through an allotment/deduction from the senior service member Resident's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Resident's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears).

(b) By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the BAH and payable to the Landlord, effective the first day of the month following the date of this Agreement. Payment will be made by check or credit card for the prorated portion of the first month's rent for the number of days the Premises is occupied. Payment is due on the first day of the month after occupying the Premises. Authorization is also given to the Landlord to stop the BAH allotment at the time this Agreement is terminated.

(c) The first payment of rent by Resident shall be made on or before Month __, 20__ in the amount of \$_____.

3. SECURITY DEPOSIT: Resident is required to pay a security deposit of \$_____. The security deposit shall not be in an amount or value in excess of two months' rent, in the case of unfurnished residential property, or an amount or value in excess of three months' rent, in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy. No security other than pet deposits are required of Resident. However, Target Tenants occupying housing units on the project

closing date will not be required to pay pet deposits so long as they continuously reside in privatized housing on the same installation.

4. EARLY TERMINATION OF LEASE BY RESIDENT:

- (a) When either the Resident or Resident's spouse are members of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit, this Lease may be terminated by the Resident without payment of any penalty or liquidated damages for rent if the member:
 - (i) Retires
 - (ii) Is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard
 - (iii) Has received permanent change of station orders to depart twenty-five miles or more (radius) from the Premises; or
 - (iv) Has received orders assigning such member to government-provided quarters, resulting in the forfeiture of BAH; or
 - (v) Dies or his/her spouse dies, or is declared missing-in-action. (The spouse, next of kin or personal representative/executor of the decedent's estate may exercise early termination of this Lease or the Lease may remain in full force and effect until the Expiration Date); or
- (b) If the Resident seeks early termination of this Lease, the Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with either (i) a copy of the official orders, or (ii) a letter from the commanding officer confirming the official orders, supporting the grounds for early termination. Such notice shall also state an effective date for the termination, which date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice, unless such notification cannot be made at no fault of the Resident (i.e., short notice assignment). The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's rent owed by the Resident shall be prorated based on the date of termination and such prorated rent shall be payable at such time as would have otherwise been required by the terms of this Lease, specifically the first day of the month immediately following termination.

5. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS: The Resident is required to provide immediate notice of any change in marital or dependent status to Landlord. If a Resident's dependent or marital status changes, or the Resident is discharged from military service such that the Resident would no longer be eligible as a military Resident, this Lease shall be terminated thirty days after the change in status, unless the Landlord shall approve a different termination date, with the consent of the

Installation Commander or designee, and the Resident continues to pay rent at the BAH with dependents rate.

6. EARLY TERMINATION OF LEASE FOR OTHER CAUSES: For any early termination not described in Section 4 or 5 of this Lease, the Resident shall pay an amount equal to the lesser of (i) thirty days' rent, and (ii) maximum statutory damages allowed pursuant to California Civil Code Section 1951.2, to the Landlord as liquidated damages for the early termination of this Lease, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses that Landlord will suffer in such circumstances. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Resident as a result of Resident's physical damage to the Premises. Notwithstanding anything else in this Section 6, if the Resident has been in residence for more than one (1) year, there shall be no liquidated damages for early termination.

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

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

8. SINGLE FAMILY DWELLING: Resident acknowledges that the Premises are a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Dependents of the Resident and the Resident's spouse may be considered normal residents of the household and are not "Social Visitors", regardless of the period of stay. Social visits by persons who permanently reside outside of the commuting area who are not dependants of the Resident are limited to thirty (30) days. The Resident 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.

9. INSPECTION AT COMMENCEMENT OF OCCUPANCY: The Resident and Landlord acknowledge that, prior to signing this Lease, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Resident Guide. The Resident hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to the Resident in good order and repair and that the Premises were in safe, clean and habitable condition. The

parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Resident Premises that are in a habitable condition. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Resident unless cured within 15 days. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Property Condition Report as existing prior to the Resident's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Resident's expense.

10. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, THE RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.
- (b) Resident accepts existing locks as safe and acceptable. If Resident requests that Landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord. Resident shall pay for the total cost of Landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from the Resident to the Landlord, the Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Landlord shall have a reasonable time in which to comply with a written request from the Resident for rekeying, changing, installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. In the event Resident changes or adds locks or security devices, keys or access shall be furnished to Landlord.

11. SMOKE DETECTORS: Landlord shall have no duty to furnish smoke detectors except as required by applicable law. When smoke detectors are furnished, Landlord shall test same and provide initial batteries at the commencement of the term hereof; thereafter, Resident shall pay for and replace smoke detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, the Landlord will inspect and repair a smoke detector if the Resident first gives the Landlord written notice of a malfunction or request to the Landlord that the smoke detector be inspected or repaired. Landlord shall have no duty to repair damage or a malfunction of a smoke detector if such was caused by the Resident, the Resident's family, or the Resident's guests or invitees during the term of this Lease or a renewal or extension. The Landlord shall have a reasonable time (two business days) in which to comply with the Resident's request for inspection or repair of a smoke detector.

12. ASSIGNMENT AND SUBLETTING: The Resident shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall constitute a breach of

this Lease by the Resident and may subject the Resident to eviction and/or claims by the Landlord for damages.

13. NUISANCE: The Resident will use the Premises in a manner that does not disturb other Residents or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination in accordance with Section 25 below and in accordance with applicable law.

14. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- (a) The Resident shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach of this Lease by Resident and will, at the option of the Landlord, permit immediate termination of said Lease if such breach constitutes a criminal or willful act which is not remediable, and which poses a threat to the health or safety of Resident, the other occupants of the Premises, or other residents of the Community.
- (b) The Resident shall not knowingly permit illegal or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or knowingly permit the Premises to be used for any illegal business or purpose; knowingly allow activities that would constitute a nuisance; or sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises without the permission of the Installation Commander or designee.
- (c) Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable, explosive, or hazardous nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of the Resident to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Lease.

15. RESIDENTIAL BUSINESS: Resident 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

and compliance with Government standards. Landlord's granting of permission is not a warranty that the premises are suitable for the conduct of Resident'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 Resident's business. Resident 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 Resident's business.

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

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

18. UTILITIES: Utility charges are to be paid as follows:

<u>ITEM</u>	<u>TO BE PAID BY</u>	<u>ITEM</u>	<u>TO BE PAID BY</u>
GAS	LANDLORD	CABLE TV	<u>RESIDENT</u>
ELECTRIC	LANDLORD	SATELLITE TV	<u>RESIDENT</u>
WATER	LANDLORD	TELEPHONE	<u>RESIDENT</u>
SEWAGE	LANDLORD	HIGH SPEED INT.	<u>RESIDENT</u>
GARBAGE	LANDLORD	OTHER	

Responsibilities for utility costs are as follows: Landlord shall pay for water, sewer, electricity, gas, oil (if applicable) and garbage. Resident shall pay for cable or satellite television, telephone, high speed internet, and any Charge (as defined below) as described below for their individual Premises Except as otherwise set forth in this Section, there shall be no change in Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Lease without Landlord providing Resident at least sixty (60) days prior written notice.

Notwithstanding anything to the contrary in this Lease, upon the failure of Resident to pay any amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Resident's failure to pay any other rent amounts due under this Lease. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Resident.

CHECK AND INITIAL APPROPRIATE SECTION BELOW:

The Office of the Secretary of Defense has mandated implementation of a utility billing program that compares actual energy consumption by the Resident with a baseline average energy consumption at similar homes. Under the program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Residents are credited for energy consumption below such baseline ("Conservation Credit") or are charged for energy consumption above such baseline ("Charge").

[for units already separately metered and in live billing]

- A portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$50.00 refunded to Resident.

_____ **RESIDENT'S INITIALS**

[for units not yet separately metered and in live billing but expected to be in future]

- Upon the date when the electric and/or gas utility service have been separately metered for the Premises and live billing commences, a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$50.00 refunded to Resident.

_____ **RESIDENT'S INITIALS**

19. REPAIRS: Residents shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Resident shall immediately notify the Landlord of any damage to the Premises. The Landlord shall make a diligent effort to repair or remedy a condition at the Premises if: (a) the Resident specifies the condition in an oral or written notice to Landlord; and (b) the condition renders the Premises "untenantable" pursuant to California Civil Code Section 1941 and 1941.1. The Landlord shall have a reasonable amount of time to commence and

complete Landlord's repair of the Premises, which time shall begin upon the Landlord's receipt of the Resident's oral or written notice requesting such repairs. Unless the condition was caused by ordinary wear and tear, the Landlord does not have a duty during the Lease term or any renewal or extension thereof to repair or remedy a condition caused by the negligence or willful misconduct of: (w) the Resident; (x) a lawful occupant in the Premises as permitted herein; (y) a member of the Resident's family; or (z) a guest or invitee of the Resident. In the event that the condition caused by the negligence or willful misconduct of the foregoing parties renders the Premises untenantable, the repair will be made and the Resident will be held responsible for the costs.

20. ALTERATIONS AND FIXTURES: The Resident shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord. Any fixtures installed by the Resident shall be at Resident's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Resident, without damage to the Premises, at the expiration of this Lease. In the event such fixture or other personal property of the Resident is not removed at the expiration of this Lease, the Landlord may, subject to the requirements of California Civil Code Section 1988, treat the same as abandoned. Landlord may charge the Resident the cost paid for removal of the property and repair of the Premises.

21. ACCESS DURING OCCUPANCY: The Resident will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twenty-four (24) hours' written notice (except in the case of an initial inspection pursuant to California Civil Code Section 1950.5[f], in which event forty-eight (48) hours' advance written notice shall be required), between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event the Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need not do so beyond 14 days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access, without notice to the Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide.

22. DESTRUCTION OF PREMISES: In case any buildings on the Premises, or any part thereof, without any fault or neglect of the Resident, Resident's family member(s), guests or invitees, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Resident may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall cease and be void. Upon surrendering possession of the Premises, Resident shall within seven (7) days thereafter notify the Landlord in writing of his/her intent to terminate the Lease. In this case, the Lease terminates as of the date of surrendering the Premises. Alternatively, the Resident may request that the Landlord make the Premises fit for occupancy within seven (7) days of notice, and rent will begin to accrue if such Premises are made fit for occupancy within the seven (7) days. There shall be no abatement or cessation of rent

if damage to the Premises is the result of the negligence or willful act of the Resident, Resident's family member(s), guests or invitees.

23. LIABILITY; INDEMNITY:

- (a) Except as otherwise provided by California law and any other applicable law, the Landlord shall not be liable to the Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of a deliberate or negligent act or omission of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE SECURITY FORCES IMMEDIATELY.**
- (b) **DISCLAIMER OF LIABILITIES:** TO THE EXTENT PERMITTED BY CALIFORNIA LAW AND ANY OTHER APPLICABLE LAW, THE LANDLORD SHALL NOT BE LIABLE TO THE RESIDENT'S INVITEES, GUESTS, FAMILY, EMPLOYEES, AGENTS, SERVANTS, OR OTHER OCCUPANTS OF THE PREMISES FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY CAUSED BY DEFECTS, DISREPAIR, OR FAULTY CONSTRUCTION OF THE PREMISES, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR OTHER CAUSES WHATSOEVER UNLESS THE SAME IS CAUSED BY A DELIBERATE OR NEGLIGENT ACT OR OMISSION OF THE LANDLORD OR ITS REPRESENTATIVES, ACTING IN THE COURSE AND SCOPE OF EMPLOYMENT.
- (c) **RESIDENT'S INDEMNITY:** TO THE EXTENT PERMITTED BY CALIFORNIA LAW AND ANY OTHER APPLICABLE LAW, THE RESIDENT SHALL INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING (i) FROM THE RESIDENT'S USE OR OCCUPANCY OF THE PREMISES OR (ii) FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT IN OR ABOUT THE PREMISES.
- (d) **RENTER'S INSURANCE**
 - (i) Resident agrees to obtain and maintain at all times during the term of this Agreement, at Resident's expense, (i) property insurance to

cover losses or damage to personal property and (ii) liability insurance with a minimum coverage of \$100,000 to protect Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.

- (ii) Resident acknowledges that: (i) Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Resident's loss, (ii) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (iii) Resident's failure to maintain the insurance required by subsection (a) above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

_____ **RESIDENT INITIALS**

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

25. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either the Landlord or Resident materially fails to comply with any of the terms of this Lease, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to the offending party (except that only a 5-day notice shall be required if the default consists of a failure to pay rent when due), then thirty (30) days after notice is delivered (or 5 days in the case of a failure to pay rent when due), the injured party shall have the option of declaring this Lease terminated and may immediately vacate the Premises, or shall be entitled to immediate possession of the Premise, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Lease.

26. LEASE TERMINATION: MILITARY SERVICE OR DEATH OF RESIDENT:

- (a) If the Resident is or hereafter becomes a member of the United States Armed Forces on active duty and the Resident (i) retires from active duty, (ii) is released from active duty provided that such release is immediately after at least 90 days of consecutive active duty service, (iii) receives permanent change of station (PCS) orders to a location 25 or more miles from Vandenberg Air Force Base (VAFB), (iv) receives temporary duty orders for a period in excess of 90 days to a location 25 or more miles from the Premises, (v) is mobilized from the National Guard or Armed Forces reserves for a period of at least 90 days, or (vi) is ordered to occupy public quarters, then the Resident shall terminate this Agreement upon giving 30 days written notice to the Landlord unless such notification cannot be made at no fault of the Resident (i.e., short notice assignment). The Resident shall provide such notification by providing the Landlord a copy of the Resident's official orders or a signed letter, confirming the orders, from the Resident's commanding officer.
- (b) The Resident's financial liability after giving the Landlord proper notice may not exceed 30 days' rent and any cost of repairing damage to the Premises caused by the Resident. The Resident's family members living in the Premises shall be entitled to the same benefits accorded to the member of the United States Armed Forces under this Section unless, upon application to a court, it is found that family members are not relocating as a result of the orders received by the active duty member. Additionally, this Agreement will terminate on the Resident's death, at the option of the surviving spouse or personal representative. The Resident's family members residing in the Premises on the death of the Resident shall have the right to elect to either terminate this Agreement or extend it, at the same rent, for a maximum period of 12 month from the Resident's death. Rent paid in advance for a period after the effective date of the termination of the lease under this Section shall be refunded to the Landlord within 30 days of the effective date of the termination of this Agreement.

27. EVICTION:

- (a) The Landlord may terminate this Lease and evict the Resident in accordance with applicable law for Resident's failure to pay rent or for one or more violations by Resident of this Lease or any other actions that:
 - (i) affect or threaten to affect the health or safety of other residents in the community;
 - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community; or
 - (iii) upon notice that Resident or a member of his or her family is or has been barred from entry onto the military installation by the Base Commander.

- (b) If the Resident willfully remains in possession of the Premises without the Landlord's consent after expiration of the term of this Lease, the Resident is deemed to be in breach of this Lease and the Landlord may commence an eviction action. An eviction action may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Resident.

28. ABANDONMENT: If any rent has remained unpaid for fourteen (14) or more consecutive days and Landlord has a reasonable belief of abandonment of the Premises, Landlord shall give eighteen (18) days' written notice to Resident at any place (including the rented Premises) that Landlord has reason to believe that Resident may receive said notice of Landlord's intention to declare the Premises abandoned, and upon Resident's failure to respond to said notice as required pursuant to California Civil Code Section 1951.2, the Premises may be deemed abandoned. If Landlord is informed of or discovers that Resident has abandoned the Premises, Landlord will notify the Installation Commander and request a determination of status of Resident and take such further action with regard to the Premises and any remaining personal property of Resident as is necessary, all in accordance with this Section. The disposition of any abandoned personal property shall be governed by the requirements of California Civil Code Section 1988.

29. RIGHT TO RELOCATE: Landlord reserves the right to relocate Resident due to construction and renovations or habitability conditions. Landlord will give Resident no less than seventy-five (75) days' advance notice. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Occupant(s) or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

30. DEBARMENT:

(a) If the Resident or a Resident's family member is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Resident shall vacate the Premises not later than thirty (30) days from the date of the debarment. It shall then be lawful for the Landlord to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, 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 Resident, shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said term and recover from the Resident any deficiency between the amount so obtained and the rent herein required to be paid.

- (b) If Target Tenant(s) or Target Tenant's family member is debarred from the

Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the Target Tenant's status as a Target Tenant, the Target Tenant shall vacate the Premises not later than thirty (30) days from the date of the loss of status as a Target Tenant. It shall then be lawful for the Landlord to enter into said Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Target Tenant(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said term and recover from Target Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.

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

32. RESIDENT CONSENT TO RELOCATE REFERRAL RESIDENTS: Resident understands and agrees that he will consent to any relocation that is directed by the Installation Commander when it is necessary to separate neighborhoods from Air Force housing.

33. INSTALLATION COMMANDER'S RIGHTS NOT IMPAIRED: Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander as established in law, regulation, military custom, or elsewhere. The Installation Commander has the inherent authority and obligation to ensure good order and discipline on the Installation. The Military Rules of Evidence recognize the power of the Installation Commander to authorize searches of military property and property situated on a military installation. As a result, all of the Installation (including, without limitation, the Premises, is under military control and is subject to the Installation Commander's search authority. This includes but is not limited to the following:

- (a) The authority to provide force protection and police protection services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the Government for the Project.
- (b) The authority to promulgate and enforce security regulations and restrict public access to the Installation, to include regulations delineating parameters for authorized entry to or exit from the Base, pursuant to 50 U.S.C. § 797.
- (c) The authority to conduct background checks utilizing the National Crime Information Center III data base of the Federal Bureau of Investigation

with respect to Lessee Parties pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.

- (d) The authority to bar individuals from the Installation pursuant to 18 U.S.C. § 1382.
- (e) The authority to conduct inspections or searches of individuals and the Premises pursuant to Military Rule of Evidence 314, 10 U.S.C. § 802, et seq., and 50 U.S.C. § 797.
- (f) The authority to issue search authorizations based on probable cause of individuals and the Premises pursuant to Military Rule of Evidence 315, 10 U.S.C. § 802, et seq. and 50 U.S.C. § 797.
- (g) The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installation in accordance with 50 U.S.C. § 797 and Department of Defense Directive 5200.8 or a successor authority.
- (h) The authority to exercise emergency health powers on the Installation pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.
- (i) Any statutes, directives, regulations, or instructions set referenced in Subsections 33 (a) through (h) above shall be deemed to refer to such authorities as in effect on the Effective Date, as the same may be amended, supplemented or superseded from time to time.

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

Manager: Balfour Beatty Communities
1 Country View Road
Malvern, PA 19355

Owner: Vandenberg Housing LP
1 Country View Road
Malvern, PA 19355

35. SEVERABILITY: Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the

invalid provision and to this end, the provisions of this Lease are declared to be severable.

36. CONFIDENTIALITY OF RESIDENT RECORDS: The Landlord or managing agent 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 the Resident's periodic rental payment, without the prior written consent of the Resident or prospective Resident, or upon service on the Landlord of a subpoena for the production of records. This Section shall not preclude the Landlord from releasing information pertaining to a Resident or prospective Resident in the event of an emergency.

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

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

39. CALIFORNIA RESIDENTIAL LANDLORD AND TENANT LAW: The Resident may review current California Civil Code, Sections 1940-1954.1 on the World Wide Web at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=civ&group=01001-02000&file=1940-1954.1> or on file at the Landlord's property manager's office.

40. RESIDENT GUIDE: The Resident acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after 30 days notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits "A" - "E" are hereby incorporated herein and made a part hereof.

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

_____ LEAD BASED PAINT ADDENDUM (Attachment "A")

_____ RESIDENT GUIDE (Attachment "B")

_____ PET ADDENDUM (Attachment "C")

_____ SATELLITE DISH ADDENDUM (Attachment "D") (if applicable)

_____ MOLD ADDENDUM (Attachment "E")

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

LANDLORD _____ **(SEAL)** **DATE:** _____

Subject to Paragraph 4 above, Resident acknowledges and agrees that, pursuant to Section 1 of this Lease, this Lease shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days written notice.

RESIDENT _____ **(SEAL)** **DATE:** _____