

**AETC II Privatized Housing, LLC**  
**MILITARY HOUSING RESIDENTIAL LEASE**  
**Randolph Family Housing**

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This **MILITARY HOUSING RESIDENTIAL LEASE** (this “Lease”) is made this \_\_\_\_ between, AETC II Privatized Housing LLC, a Delaware limited liability company (“Landlord”), and \_\_\_\_ (“Resident”) for the premises known as \_\_\_\_ (the “Premises”). The Premises has been designated as authorized housing for a certain military pay grade or grades (the “Housing Category”).

**1. TERM:** The term of this Lease shall be for a period of twelve months beginning on \_\_\_\_, \_\_\_\_ (the “Commencement Date”) and unless sooner terminated in accordance with this Lease, ending on \_\_\_\_, \_\_\_\_ (the “Original Term”). Thereafter, this Lease shall be automatically renewed on a month-to-month basis except upon the occurrence of one of the following events: 1) Landlord gives Resident written notice of Landlord’s intention to terminate the Lease at least 30 days before the end of the Original Term; or 2) Resident gives Landlord written notice of Resident’s intention to terminate the Lease at least 30 days before the end of the Original Term or as otherwise provided in this Lease; or 3) Landlord and Resident execute a new lease (the Original Term and any such renewal term are collectively the “Lease Term”). When renewed on a month-to-month basis, Landlord or Resident may terminate this Lease by giving the other party a minimum of 30 days’ written notice, which 30-day period shall begin on the date Landlord or Resident receives such written notice.

**2. EARLY TERMINATION OF LEASE - MILITARY CLAUSE:** It is mutually agreed that “as a member of the Armed Forces of the United States”, Resident may terminate this Lease, without the payment of any penalty or liquidated damages for early termination, if Resident retires, separates from active duty, is transferred (PCS/PCA) beyond a 25 mile radius of Randolph Air Force Base, has received temporary duty assignment to another location of ninety (90) days or more, or is ordered to occupy public quarters. In such cases, Resident will furnish Landlord a copy of his/her official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of Resident (i.e., short notice assignment).

**3. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS:** Resident is required to provide notice of any change in status to Landlord within thirty (30) days of such change in status. If Resident's dependent or marital status changes, or Resident is discharged from military service, such that Resident would no longer be eligible for housing under this Lease, this Lease shall be terminated thirty (30) days after management has received notification of the change in status, unless Landlord and the Air Force Base Installation Commander (the “Installation Commander”) approves a different termination date and Resident continues to pay rent at the appropriate monthly rate.

**4. EARLY TERMINATION BY RESIDENT:** If Resident seeks early termination of the Lease as provided hereafter, Resident shall deliver to Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Landlord’s receipt of the notice except when an earlier termination date is necessary to comply with military orders. For any early termination during the Original Term for reasons not described in Section 2 and 3 of the Lease, Resident shall pay an early termination fee equal to Resident’s monthly rent as outlined in Section 5. Such termination fee, along with any prorated rent or other money owed by Resident as a result of Resident’s physical damage to the Premises beyond ordinary wear and tear, shall be paid by certified funds at the time Resident submits required notice. If Resident has leased for more than the Original Term on a month-to-month basis and Resident provides thirty (30) days’ notice to Landlord, there shall be no termination fee charged to Resident.

**5. RENT:** At the time this Lease is signed, Resident’s monthly amount due shall be \$ \_\_\_\_ (includes the monthly rent and Utility Allowance). The following provisions shall also apply with respect to rent and any other amounts due under this Lease:

- a. Resident acknowledges to Landlord that Resident is the senior member in residence at the Premises. If any other Resident of the household becomes the senior service member, the new senior service member’s applicable Basic Allowance for Housing (“BAH”) will be used as the BAH component for the monthly rent. If the new senior service member has not signed this Lease, Resident agrees to cause the new senior service member to sign this Lease for the remaining term of the Lease (or its equivalent in use at such time.).
- b. Resident agrees to make rent payable to Landlord 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 first day of each month for the immediately preceding month. The BAH component of the monthly rental rate will be increased/decreased, as applicable, when an increase/decrease occurs to the Resident's BAH, with the exception of foreign military members assigned to the installation. Foreign military member's monthly rental rate shall not change for any reason, except in accordance with the applicable nation-to-nation support agreement.

- c. By signing this Lease, authorization is given to Landlord, or its designated agent, to initiate and maintain a monthly allotment equal to the monthly amount due by Resident under the terms of this Lease. This BAH component of the allotment will automatically adjust each year in conjunction with the Department of Defense's BAH tables. Landlord, or its designated agent, shall stop the allotment at the time the Lease is terminated. Resident agrees to execute any documents which are necessary to establish the monthly allotment prior to signing the Lease, and agrees that the allotment may not be canceled prior to the expiration or termination of this Lease.
- d. If a demotion/promotion occurs, Resident shall not be required to move from one Premises to another but may do so voluntarily, based on unit availability. The move would be voluntary and at Resident's expense. If Resident chooses to move during the Original Term, Resident will be required to pay a fee as outlined in the Resident Guide. Resident's rent will be adjusted to reflect the decreased/increased rent amount associated with that pay grade change beginning on the effective date of the pay grade change. Resident agrees to notify Landlord and Government Housing Office if an increase in BAH occurs (promotion) or decrease in BAH occurs (demotion) within 10 business days.
- e. Rent for any partial month shall be prorated for the number of days the Premises is occupied. All pro-rations will be based on a thirty (30) day month. At move-in, Resident will pay the prorated rent for the first month in arrears through the automatic allotment. If Resident's automatic allotment will not pay for the prorated amount upon move-in, Resident must pay the prorated amount by check, money order, cashier's check, or certified funds on or before the first day of the following month. The prorated rent for the month of move-in is the sum of \$ \_\_\_\_.
- f. If Resident vacates the Premises on a day other than the last day of the monthly rental period, the daily rental rate due for any resulting partial rental period shall be calculated by dividing the monthly rental rate by thirty (30). Any refund of rent due Resident by Landlord, less any amount owed to Landlord by Resident for damages or other charges allowed under this Lease, will be paid within ten (10) business days after Landlord's receipt of the allotment applicable to the month of termination. Amounts owed to Landlord by Resident that are not paid within thirty (30) days of the date due are subject to being submitted to a collection agency by Landlord for collection.

**6. LATE PAYMENT AND RETURNED CHECKS:** Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashier's check, or certified check. Payments for rent not received by Landlord on or before the fifth day of the month rent is due will be considered late and constitute a default under this Lease. If any installment of rent is not received by Landlord within **five (5)** days from the due date, Resident agrees to pay a late charge of \$25.00 plus a late charge of \$5.00 per day, not to exceed a total of 15 days for any single month's rent until fully paid, without regard to any accrued and outstanding account balance still owed by Resident from unpaid rent or other charges for any prior month. In addition, Resident will be charged **Fifty dollars (\$50.00)** for each check returned to Landlord for non-sufficient funds. Returned checks that are received after the late fee date will incur both a non-sufficient funds fee and a late fee. Resident shall not be in default 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 and the default is cured within thirty (30) days unless extended by Landlord.

**7. SECURITY DEPOSIT:** No security deposits other than pet deposits (if applicable) shall be required of Active Duty Military Personnel. Information regarding a pet deposit and/or pet fee is available in the Pet Policy Addendum, which is hereby incorporated and made a part of this Lease.

**8. NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied by Resident's immediate family consisting of \_\_\_\_ adult(s) \_\_\_\_ children and \_\_\_\_ pet(s) as validated by the referral form provided by the Installation's Housing Management Office. See Paragraph 9 with regard to occupants other than immediate relatives. The occupants of the Premises other than Resident are:

<u>Name (Last, First)</u>	<u>Relationship</u>	<u>Sex</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**9. USE OF PREMISES:** Resident acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, including any business purposes, whatsoever except as otherwise provided in this Lease and conducted in accordance with the regulations contained in the Resident Guidelines. Occupancy by more than one family is prohibited. Immediate relatives of Resident and Resident’s spouse may be considered normal Residents of the household and are not “Social Visitors,” regardless of the period of stay. For purposes of this Lease, “Immediate Relatives” are defined in the Resident Guidelines. 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. 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.

**10. MOVE-IN/INSPECTION AT COMMENCEMENT OF OCCUPANCY:** Resident hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to Resident in good order and repair, and that the Premises were in a safe, clean and habitable condition. If after moving in, Resident discovers any latent defects, then Resident shall have five (5) business days from the date of move-in to provide written notice of such defects to Landlord. Landlord will add this written notice to Resident’s file as part of the Move In Report and will address all such defects within fifteen (15) days of receipt of written notice. Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that damages to the Premises, that are not described on the Move-In Report as existing prior to Resident’s occupancy and that exceed ordinary wear and tear, are subject to being repaired by Landlord at Resident’s expense unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another Resident.

**11. KEYS AND LOCKS:** Resident hereby acknowledges receipt of \_\_\_\_\_ home keys, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ garage openers, \_\_\_\_\_ key fobs, and \_\_\_\_\_ other amenity keys. Resident shall deliver all keys for the Premises to Landlord within twenty-four (24) hours of vacating the Premises. Locks may not be changed or added without the written permission of Landlord. If permission is granted, Resident shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Resident vacates the Premises. Resident will be charged **\$25 per key** if Resident fails to return any home key(s) and/or mailbox key(s) upon termination or expiration of this Lease. Garage door openers, key fobs and other amenity keys will be charged at **\$75 per key** if they are not returned by Resident upon termination or expiration of this Lease.

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

**13. NUISANCE:** Resident will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance in violation of the Resident Guidelines.

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

- a. Resident, Resident’s family member(s), guests, or invitees 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 Landlord, permit immediate termination of this Lease.

- b. Resident, Resident's family member(s), guests, or invitees 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; 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 written permission of the Installation Commander.
- c. Resident, Resident's family member(s), guests, or invitees 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 the Premises or that might be considered hazardous or extra hazardous by state or county fire/safety officials and under the provisions of an insurance company policy. Should Resident maintain said hazardous materials on the Premises, that cause injury or damage, Resident shall be financially responsible for said injury and/or damages. Failure of Resident to remove said materials upon written request of Landlord shall permit Landlord to immediately terminate this Lease.

**15. RESIDENTIAL BUSINESS:** Resident may, with written permission of Landlord, which permission shall not be unreasonably withheld, conduct a residential business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. If Resident conducts a residential business on the Premises, Resident is required to comply with and is subject to inspection for compliance with Government standards. If Resident conducts a family child care business on the Premises, Resident is required to comply with the Installation's Child Care Program requirements. 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 Agreement Addendum, which is hereby incorporated and made a part of this Lease. No animals may be housed on the Premises without prior written consent of Landlord. Resident shall be legally and financially responsible for any injuries or damage caused by such animal and shall comply with the provisions and all associated fees outlined in the Pet Addendum and Resident Guidelines.

**17. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** Resident shall refer to the Resident Guidelines for specific regulations relating to the keeping of cable, satellite and other television facilities on the Premises.

**18. UTILITIES:** Landlord shall be responsible for the payment of the following utilities during the term of this Lease: water, sewer, trash collection and recycling. Resident shall separately pay for certain other utilities or services, such as telephone, cable television and internet service. Resident shall be responsible for notifying the appropriate companies to arrange for any such utilities or services. With respect to electric and gas utilities, the payment process will depend on whether the Premises have been separately metered for such utilities. Prior to installation of an individual meter for the Premises, Resident shall pay to Landlord the amount indicated in Section 5 to cover both rent and utilities and Landlord shall pay the entire cost of electric and/or gas utilities to the utility provider.

Once the Premises is individually metered for electricity and/or gas usage (if applicable), Resident acknowledges that Landlord will continue collecting the entire monthly amount due under Section 5. A portion of the monthly amount due under Section 5 shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Allowance"), with the balance representing the Resident's monthly rent. The Utility Allowance will be based upon a baseline established for each house type and will be determined by Landlord. 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 Allowance and will provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost is less than the Utility Allowance, then Resident's utility account shall be credited by the amount of the difference and, if the accumulated credit is over Fifty Dollars (\$50.00), refunded to Resident within fifteen (15) days of issuing the Utility Notice. If the Actual Utility Cost exceeds the Utility Allowance, then Resident's utility account shall be charged by the amount of the difference and, if the accumulated charge is over Fifty Dollars (\$50.00), then Landlord shall send Resident an invoice within fifteen (15) days after receipt of the Utility Notice. Resident shall pay Landlord the amount due for the utility charge within thirty (30) days from receipt of the invoice.

**CHECK AND INITIAL ONE OF THE FOLLOWING TWO STATEMENTS:**

- The Premises has been metered for gas and/or electric service. The Utility Allowance has been established and Utility Notices are being provided.

\_\_\_\_\_ **RESIDENT INITIALS**

- The Premises is not yet metered for gas and/or electric service. Once the Premises has been metered, Landlord will provide at least sixty (60) days' prior written notice to Resident to indicate the date upon which the Utility Allowance will commence and Utility Notices will be provided.

\_\_\_\_\_ **RESIDENT INITIALS**

Landlord shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to Resident's Premises, unless such loss or damage was the direct result of the willful misconduct or gross negligence of Landlord or Landlord's employees. Resident agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or sub-metering system or device. Resident agrees to allow Landlord to estimate consumption if the Resident's sub-meter is broken or otherwise does not transmit a meter reading until the meter is repaired.

**19. MAINTENANCE AND REPAIRS:** Resident shall make no repairs to the Premises or fixtures located within the Premises without the written approval of Landlord. Resident shall immediately notify Landlord of any damage to the Premises. Landlord shall make a diligent effort to repair or remedy the condition at the Premises in accordance with the maintenance procedures provided in the Resident Guideline. If the condition was caused by Resident, Resident's family member(s), guests or invitees, Landlord may make the repair and Resident will be held responsible for the costs. The Resident Guidelines contain additional information on the maintenance of the Premises and landscaping responsibilities.

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

**21. ACCESS DURING OCCUPANCY:** Landlord and Landlord's representatives may enter the Premises at reasonable times, in order to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services or exhibit the unit to prospective new residents, workmen or contractors.

- a. Unless there is an emergency, or it is not practical to do so, Landlord shall give Resident forty-eight (48) hours' notice of its intent to enter the unit. In an emergency, Landlord may enter the rental unit without notice or the consent of Resident.
- b. 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 will not abuse this right of access or use it to harass Resident.

**22. DESTRUCTION OF PREMISES:** In case any buildings on said Premises, or any part thereof, without any fault or neglect of Resident, 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 terminate and Resident shall have no further obligations hereunder. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligent or willful act of Resident, Resident's family member(s), guests or invitees.

**23. RENTER'S INSURANCE / PROPERTY AND LIABILITY INSURANCE:** Resident acknowledges that, to the maximum extent possible under applicable law, neither Landlord nor the United States of America, acting by and through the Secretary of the Air Force (the "Government"), has any liability whatsoever for any loss or damage to Resident's personal property or leasehold improvements. Renters Insurance Addendum will outline the details of coverage in Exhibit 18.

**24. DISCLAIMER OF LIABILITIES:** Landlord shall not be liable to Resident, Resident's family member(s), 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 in the community, acts of nature, other unexplained phenomena, acts of other Residents, or any other cause not the result of the negligence of Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community. Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT SECURITY FORCES IMMEDIATELY.**

**25. NOTICES:** Unless otherwise provided, any notice provided for in this Lease shall begin to run on the date such notice is delivered. If the Premises are vacated pursuant to such notice 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 and multiplying it by the number of days the Premises was occupied. 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 in the case of certified or registered mail. Notices to Landlord shall be sent to:

AETC II Privatized Housing, LLC  
c/o AETC II Property Managers, LLC  
205 New B Street #133  
Universal City, TX 78148

**26. EXIT INSPECTION OF PREMISES:** It shall be Resident's responsibility to request an exit walk through inspection of the Premises with Landlord. The walk through inspection must be requested in writing before Resident ends occupancy of the Premises pursuant to this Lease, and may be done as part of the notice to vacate. Resident must schedule such walk through inspection within five (5) days before Resident ends occupancy of the Premises. Using the Move-In/Move-Out Report that was used to record the condition of the Premises at the inception of this Lease, Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed ordinary wear and tear, unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another Resident, in which case Resident will not be charged for such damages. Landlord shall sign and provide Resident with a copy of the Move-In/Move-Out Report. Resident shall provide Landlord with written acknowledgment that Resident has received a copy of the Move-In/Move-Out Report.

- a. In the event Landlord fails to conduct an exit inspection requested by Resident in compliance with this Lease, Landlord agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies were discovered.
- b. In the event Resident fails to request an exit inspection in writing, or fails to attend a scheduled exit inspection and does not have a proxy attend such scheduled exit inspection, Resident agrees to any new deficiencies of the Premises discovered by Landlord and documented on the Move-Out Inspection Report.
- c. Resident shall provide Landlord with written notice of Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed Resident by Landlord or any balance due to Landlord by Resident. Landlord will provide Resident with an itemized statement that clearly describes any damages beyond normal wear and tear.

**27. TERMINATION BECAUSE OF DEFAULT:** If Resident materially fails to comply with any of the terms of this Lease and the Resident Guidelines and if such default continues for seven (7) days after a written notice to cure the default has been delivered to Resident (except that only a 6-day written notice shall be required if the default consists of failure to pay rent), Landlord may terminate the Lease and recover possession of the Premises as permitted by law. If Resident's failure to comply with any of the terms of this Lease and the Resident Guidelines causes or threatens to cause irreparable harm to any person or property within the Family Housing community, or Resident 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 such person or property, Landlord may, without notice, remedy the breach and bill Resident as provided by law; immediately terminate the Lease upon notice to Resident and bring an action for summary possession; or do both. All non-exempt personal property of Resident in the Premises is subject to a contractual lien to secure the payment of rent.

**28. EVICTION:**

- a. Landlord may terminate this Lease and commence an action for eviction and /or summary possession to recover possession of the Premises in accordance with federal, state and local law for Resident's failure to pay rent, for any material breach of this Lease, for one or more violations of the Resident Guidelines, or for any other actions that:
  - i. affect or threaten to affect the health or safety of other residents in the community;
  - ii. substantially interferes with the right to quiet enjoyment of other residents in the community; or
  - iii. cause Resident or any other occupant of the Premises to be denied housing eligibility by the Installation Commander due to sex offender status.
- b. If Resident remains in possession of the Premises without Landlord's consent after expiration of the term of the Lease, Resident 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, Resident shall be obligated to pay Landlord's attorney fees, court costs, and any ancillary damages due to the holdover by Resident.

**29. ABANDONMENT:** Abandonment shall be deemed to have occurred if Resident: wrongfully quits the Premises and indicates by words or deeds of his or her intention not to resume tenancy or leaves personal property within the Premises after the termination of the Lease. If Resident abandons the Premises or any part thereof, Landlord may, at Landlord's option, relet the Premises by any means allowed under applicable law without being liable to Resident for damages or for payment of any kind whatsoever and may, at Landlord's discretion, as agent for Resident, enter the Premises or any part thereof, for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such re-letting. The unit and its contents may be deemed by Landlord to be abandoned. Landlord may peaceably enter the unit and remove the contents in accordance with the provisions of applicable law. At Landlord's option, Landlord may charge the Resident an amount no greater than two times the amount of Resident's monthly BAH at the "with dependents" rate. If Landlord's right of re-entry is exercised following abandonment of the Premises by Resident, then Landlord may consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner allowed under applicable law.

**30. RIGHT TO RELOCATE:** Landlord reserves the right to relocate Resident to another housing unit on the Installation due to construction, renovations, or habitability conditions. Landlord will give Resident no less than thirty (30) days prior written notice of the date that Resident must vacate the Premises. Relocations for construction, renovations or habitability conditions not caused by Resident will not be at Resident's expense. However, for relocation due to habitability deficiencies caused by Resident, Resident's family member(s), guests, or invitees, Resident will pay for relocation expenses in addition to the cost to repair such habitability deficiencies.

**31. NON-SEVERABLE UNITS:** The Installation Commander shall have the authority to restrict non-severable units and designated historical units to active-duty military Residents and any other Residents ("Other Eligible Residents") other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that active-duty military Residents residing in severable units relocate to the non-severable or designated historical units. Landlord shall give Resident no less than thirty (30) days written notice of the date Resident must vacate the Premises. By signing this Lease, Resident consents to relocate to a non-severable or designated historical unit upon the direction of the Installation Commander and Landlord. The Government shall pay all costs of such relocation.

**32. DEBARMENT:** If Resident or Resident's family member is debarred from the Installation by the Installation Commander, in his or her sole discretion, in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids Resident's status as a Resident authorized to reside in family housing at the Installation, Resident shall vacate the Premises and remove all personal property from the Premises, no later than thirty (30) days from the date of such debarment. 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 shall terminate. However, 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 Resident, shall be equivalent in every respect to actual entry by Landlord. In the case of any such default and entry, Landlord may re-let the Premises for the remainder of the Lease Term and charge Resident a termination fee equal to Resident's monthly "BAH" at the "with dependents" rate.

**33. OCCUPANCY OF A UNIT WITH SPECIAL ACCESSIBILITY FEATURES:** If Resident accepts and occupies a Premises with special accessibility features or readily adaptable features, and no one in Resident's household requires such special accessibility features, then Resident agrees to relocate to another unit at any time Landlord notifies Resident that the Premises is needed to accommodate another Resident with a special accessibility requirement. Landlord will give Resident no less than thirty (30) days written notice of the date that Resident must vacate the Premises. Resident's relocation costs shall be paid by Landlord. A Resident who accepts and occupies Premises with special accessibility features or readily adaptable features shall sign an ADA Housing Addendum at the time of this Lease execution to further document consent to this agreement.

**34. ADDITIONAL TERMINATION RIGHTS:** This Lease will also terminate on Resident's death or notice that Resident has been declared killed or missing in action, at the option of the surviving spouse or personal representative. Family members of active-duty military Residents residing in a unit on the death of an active-duty military Resident or notice that such Resident has been declared missing in action shall have the right to elect to terminate their Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of Resident's death or notice that such Resident has been declared killed or missing in action.

**35. EXCEPTIONS TO OCCUPANCY POLICY / RETENTION:** Under certain circumstances, Resident may request an exception to the occupancy policy for Resident or Resident's family member(s) to remain in housing. Resident must submit a written Request for Retention of Family Housing to Landlord. Landlord will coordinate the request with the Installation Commander (or delegated authority). If the request is denied by either Landlord or the Installation Commander, then the Premises must be vacated in accordance with the Lease terms. If retention of the Premises is approved by both:

- a. If Resident is still receiving BAH, then monthly rent shall continue to be paid by allotment. If Resident is no longer entitled to BAH, then all rent will be paid directly to Landlord when due.
- b. If the Premises are retained by an occupant(s) without Resident, then all Rent shall be paid by Resident, or Resident's designated representative, directly to Landlord in accordance with the Request for Retention of Family Housing.
- c. All other terms and conditions of this Lease shall remain in full force and effect, except as may be modified by Landlord or Installation Commander in their written approval.

All payments made directly to Landlord under this Section shall be paid by certified funds.

**36. SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end the provisions of this Lease are declared to be severable.

**37. CONFIDENTIALITY OF RESIDENT RECORDS.** Landlord or managing agent shall not release financial information about a Resident or prospective Resident, other than a Resident's rent payment record and the amount of Resident's periodic rental payment, to a third party, except for the Government and its agents, without the prior written consent of Resident or prospective Resident or upon service on Landlord of a subpoena for the production of records. This section shall not preclude Landlord from releasing information pertaining to a Resident or prospective Resident in the event of an emergency or to the legal representatives of Resident to include Executors and Administrators of estates in the performance of their duties. The confidentiality restrictions of this provision shall not apply where Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by Resident.

**38. MODIFICATIONS:** Any modifications to the terms and conditions concerning this Lease shall be executed in writing, signed and dated by the parties and made a part of this Lease.

**39. CONFLICTS:** The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guidelines. In the event of a conflict between any addendum to this Lease and any provision within the Lease or Resident Guidelines, the addendum shall govern and control.

**40. DISPUTE RESOLUTION:** Resident and Landlord agree to resolve any differences between themselves in accordance with Landlord's dispute resolution policy, which has been provided to Resident and is hereby incorporated and made a part of this Lease. If Resident and Landlord cannot resolve a dispute after completing the dispute resolution process, then Resident must seek independent legal advice and/or resolve the dispute in accordance with the local applicable laws.

**41. RESIDENT GUIDELINES:** Resident acknowledges receipt of a copy of the Resident Guidelines and agrees to abide by its terms. Any changes to the Resident Guidelines shall be effective only after 30



days' notice is given to Resident unless such changes involve the safety, health or welfare of Resident, in which case it will be effective immediately. Such changes will be published on the community website. The Resident Guidelines, together with any addenda, attachments, exhibits and schedules attached hereto, are hereby incorporated into this Lease and made a part hereof.

**42. EXTENDED ABSENCES:** Resident shall notify Landlord of absences from the Premises of more than 7 days ("Extended Absence") no later than the first day of such absence. During any Extended Absence of Resident, Landlord may enter the Premises as is reasonably necessary for inspection, maintenance and safekeeping, however, the Landlord is not responsible for Premises during Resident absence.

**43. 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, occupants of the Premises, their guests, and personal property of the occupants and their guests) is under military control and is subject to the Installation Commander's authority. The authorities of the Installation Commander include, but are not limited to, the following:

- a. The authority to provide force protection and police protection services and firefighting and fire protection services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the government for privatized housing on the Installation.
- 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 Installation, pursuant to 50 U.S.C. § 797
- c. The authority to conduct background checks on contractor employees, privatized housing employees, and privatized housing applicants and residents.
- d. The authority to bar individuals, to include individuals residing in any privatized housing unit, from the Installation pursuant to 18 U.S.C. § 1382 and Department of Defense Instruction 5200.8.
- e. The authority to conduct inspections or searches of individuals entering, leaving, or present on the Installation 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 on the Installation 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 Installations in accordance with 50 U.S.C. § 797 and Department of Defense Directive 5200.8.
- 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. The authority to (i) establish procedures for the mandatory disclosure of information regarding sex offender status from privatized housing applicants, residents, and other occupants; (ii) approve or disapprove applications from persons seeking to rent privatized housing units when either an applicant or another prospective occupant of the unit is a convicted or registered sex offender, or is required to register as a sex offender, and (iii) issue debarment orders to anyone residing in a privatized housing unit or to any visitor pursuant to Installation policy.

Any references to statutes, directives, regulations, or instructions set forth above shall be deemed to refer to both those authorities in effect at the date of execution of this Lease and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

**44. ADDITIONAL ITEMS: Landlord will require Resident to sign some or all the addenda or other documents listed below, and will place a check next to those items which are being signed by Resident and made a part of this Lease. RESIDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING DOCUMENTS AND UNDERSTANDS SUCH DOCUMENTS ARE HEREBY INCORPORATED AND MADE A BINDING PART OF THIS LEASE:**

- RESIDENT GUIDE - Exhibit 1
- LEAD-BASED PAINT ADDENDUM - Exhibit 2 (If Applicable)
- ASBESTOS ADDENDUM - Exhibit 3 (If Applicable)
- MOLD ADDENDUM - Exhibit 4
- PET POLICY ADDENDUM - Exhibit 5
- PET RECORD - Exhibit 6 (If Applicable)
- PERMISSION TO ENTER ADDENDUM - Exhibit 7
- CONSENT TO RELOCATE ADDENDUM - Exhibit 8 (If Applicable)
- ADA HOUSING ADDENDUM - Exhibit 9(If Applicable)
- RADON ADDENDUM - Exhibit 10 (If Applicable)
- HISTORIC HOME ADDENDUM - Exhibit 11 (If Applicable)
- BASEMENT DAMAGE ADDENDUM - Exhibit 12 (If Applicable)
- ADEQUATE HOUSING ADDENDUM - Exhibit 13 (If Applicable)
- BUY UP / DOWN ADDENDUM - Exhibit 14 (If Applicable)
- CONCESSION ADDENDUM - Exhibit 15 (If Applicable)
- REQUEST FOR RETENTION OF HOUSING ADDENDUM - Exhibit 16 (If Applicable)
- ROOMATE ADDENDUM - Exhibit 17 (If Applicable)
- RENTER’S INSURANCE ADDENDUM – Exhibit 18

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

**Landlord**

AETC II Privatized Housing, LLC, a Delaware limited liability company

By: AETC II Property Managers, LLC, a Delaware limited liability company, its Authorized Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Service Member: \_\_\_\_\_

**Date:** \_\_\_\_\_

Service Member (Dual Military): \_\_\_\_\_

**Date:** \_\_\_\_\_