THIS HOUSING AGREEMENT (this "Lease") is between and his or her spouse identified in Section 5 below, if any (collectively, jointly and severally, the "Resident"), and **STEWART – HUNTER HOUSING LLC** ("Landlord"). Landlord hereby leases unto the Resident and the Resident hereby leases from Landlord, to have and to hold, the premises consisting of the Home identified below, for the Term and subject to the terms set forth herein.

1. **HOME ADDRESS:** Home located at **HAAF, GA 31409** (the "Home"), in a condition that is suitable for occupancy.

Initials _____

2. **RENT:** The monthly rental rate ("Rent") shall be an amount equal to the Resident's Basic Allowance for Housing (BAH) and shall increase from time-to-time as the Resident's BAH increases. Resident's Current BAH is $. Rent for Service Members married to another Service Member will be an amount equal to the BAH at the with dependents rate of the senior or highest ranking Service Member. Payment is due and payable in arrears on the 1st day of each month beginning . Payment will be made through an allotment from the Resident's pay account for the immediately preceding full month. The Resident authorizes Landlord to initiate and maintain an allotment, equal to the Rent, payable to Landlord, effective upon the Commencement Date (as hereinafter defined). Rent for any partial month will be prorated. If the Commencement Date is not the first day of a month, the Rent for such month shall be due and payable on the Commencement Date and shall be paid by cashier's check or by major credit card. If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay a service charge of $25. The Resident also agrees to pay the Landlord an additional charge of $25 for each returned payment. After the end of the Term (as hereinafter defined) and move out, any refund due to the Resident, less any monies owed to Landlord, will be made within 5 business days of Landlord's receipt of the payment applicable to the period of time after the date of termination. Any money due to Landlord, including but not limited to the Rent and the Termination Fee (as hereinafter defined) must be paid at the time of termination. Spouses residing at the Home must sign this Lease and are jointly and severally liable for the payment of all Rent and other charges due under this Lease and for all obligations hereunder. The Resident's failure to pay Rent on time or premature discontinuation of the Resident's BAH allotment may result in the termination of this Lease by Landlord and the Resident's eviction from the Home.

Initials _____

3. **UTILITIES:** Resident acknowledges that a portion of the Rent shall be allocable to the electric and/or gas utility service for the Home (such portion hereinafter referred to as the "Utility Assessment"), with the Utility Assessment set from time-to-time by Landlord based upon a baseline established for the neighborhood in which the Home is located. At a minimum of one time per quarter (every three months), Landlord will compare the actual, metered cost of utilities for the Home (the "True Utility Cost") to the aggregate amount of the Utility Assessment applicable to the Home and provide the Resident with notice of such costs (the "Utility Notice"). If the True Utility Cost exceeds the aggregate amount of the Utility Assessment applicable to the Home, the Resident shall pay Landlord within 15 days after receipt of the Utility Notice the amount of such excess. If the aggregate amount of the Utility Assessment applicable to the Home exceeds the True Utility Cost for the Home, Landlord shall refund such excess to Resident within 15 days after providing the Utility Notice to the Resident. **This will not be applicable until your home has been metered and monitored for one year.**

Initials _____

4. **TERM OF OCCUPANCY:** The Term of this Lease (the "Term") shall be a 12-month period commencing on (the "Commencement Date") and continuing on a month-to-month basis thereafter until terminated by either party giving 30 days written notice to the other, and otherwise in accordance with the Move-Out Policies described in the Resident Guide attached hereto as Attachment "C" (the "Resident Guide"). In the event the Resident provides less than thirty (30) days notice of Resident's intent to terminate this Lease, Resident shall pay Landlord a pro-rated amount of the Rent equal to the balance of the thirty day notice period. At any time during the term of this Lease, orders requiring the Resident to PCS, or on TDY, or to deploy for more than 90 days, will authorize release of the Resident from any further obligations under this Lease, with proof of orders or an appropriate letter from the Resident's commanding officer. A letter signed by the Resident's Commanding Officer verifying that the Resident has been ordered to PCS or on TDY or to deploy for more than 90 days shall constitute proof for the purposes of this Paragraph. The Term may also be ended on less than 30 days' notice upon termination of service by administrative separation process or court-martial validated by the Service Member's Chain of Command.

Initials _____

Early Termination of Agreement – In the event that the lease is terminated by the Resident prior to the initial 12-month period for reasons other than those described above, the Resident shall provide thirty (30) days notice and pay Landlord a pro-rated amount of the Rent equal to four (4) days Rent (the "Termination Fee).

Initials _____

If the Resident or any other occupant of the Home is barred by the Commander from entering the installation where the Home is located, such barment will result in eviction proceedings. The Resident acknowledges that the Commander may bar any person from entering an installation at any time, if he or she believes, in his or her sole discretion, that the continued presence of that person represents a threat to the security or mission of the installation, poses a threat to the health, welfare, safety or security of persons living or working on the installation or compromises good order and/or discipline on the installation.

Initials _____

5. **AUTHORIZED RESIDENTS:** Only individuals eligible for family housing as defined by Army Regulations are authorized to reside in the Home. The following family members may reside in the Home:

Spouse:

Names of other authorized Residents:

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No person other than those identified in this Agreement is authorized to reside in the Home. Changes in the number and identity of occupants of the Home must be reported to Landlord. Guests may visit for a

period not to exceed 30 days in a calendar year. The Resident must obtain written approval from the Landlord for a guest's stay in excess of 30 days.

Initials _____

6. **USE:** The Resident shall not conduct, nor permit to be conducted in the Home or on its grounds, any activity, which is contrary to the Pet Addendum, attached hereto as Attachment "B", or the Resident Guide, attached hereto as Attachment "C". Resident shall not (a) rent, lease, or sublease all or any portion of the Home; or (b) allow or permit the Home to be used for any disorderly or unlawful purpose, including but not limited to illegal drug trafficking and/or violations of any controlled substance laws. The Resident acknowledges that Landlord may promptly report any suspicious activities to, and cooperate fully with, appropriate authorities without being deemed to invade the Resident's privacy and/or rights, and Resident waives any claim for such against Landlord.

Initials _____

7. **RULES AND REGULATIONS:** This Agreement incorporates the Pet Addendum, and the Resident Guide. The Resident agrees to comply with all of the rules and regulations set forth on each of the foregoing Addenda, and with all other rules and regulations hereafter adopted or amended by Landlord, and posted in or about the home complex and/or delivered to the Resident. The Resident shall also obey applicable federal and state laws, rules, regulations and guidelines.

Initials _____

8. **CONDITION OF PREMISES:** The Resident is responsible for maintaining the Home and all parts of the Home in a safe and clean condition. The Resident shall keep and maintain the Home, including the appliances therein, in good, clean, operating and sanitary condition throughout the Term, reasonable wear and tear excepted. The Resident shall make no alterations or additions to the Home without prior written consent in accordance with guidelines contained within the Resident Guide. Landlord will provide normal maintenance and repair of the Home and appliances without additional charge to the Resident, except for repairs made necessary by the misuse of the Home or appliances by the Resident or the Resident's guests.

Initials _____

9. **LIABILITY:** Notwithstanding any contrary provision of this Lease or of non-waivable law, neither the Landlord nor any of its affiliates, partners, members, shareholders, officers, directors, agents, representatives or attorneys (collectively, "Landlord Parties") shall be responsible to the Resident, and the Resident, for itself, its heirs, administrators, successors and assigns hereby releases Landlord Parties from, and shall indemnify and hold harmless Landlord Parties against, all claims, losses, damages, suits, actions, costs and expenses (including, without limitation, legal fees and expenses) relating to: (i) any fire, accident, injury, death or property damage or theft occurring in or with respect to the Home, (ii) any crime or tortious act occurring or committed at the Home, (iii) the interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone service, internet service or any other utility service, or the malfunction of machinery or appliances serving the Home, and (iv) any defect in the heating, gas, electrical, water, sewer or other systems serving the Home, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of Landlord.

Initials _____

10. **LEAD BASE PAINT/ASBESTOS/PESTICIDES/MOLD:** The undersigned acknowledges receipt of the booklet published by the United States Environmental Protection Agency "Protect Your Family From Lead In Your Home" (EPA747-K-94-001)(May 1995), Attachment A, Enclosure (1). Lead-Based Paint and/or Lead Based Paint hazards may exist in the home if it was constructed before 1978 and a significant portion of homes built before 1981 contain asbestos materials. The undersigned acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Home from the edge of the foundation to just beyond the drip-line of the roof of each building and agrees not to disturb the soil in this area. The undersigned acknowledges that to avoid mold growth it is important to prevent excessive moisture buildup and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to Landlord any evidence of excess moisture or mold or mildew in the Home.

Initials _____

11. **INSURANCE:** Landlord shall be responsible for fire and extended coverage insurance on the Home and for personal property insurance on the contents of the Home, in such amounts as Landlord shall determine from time-to-time. Copies of such insurance policies are available from Landlord upon request.

Initials _____

12. **PARTIAL INVALIDITY:** If any portion of this Agreement is found to be legally invalid, the remaining portions of this Agreement shall remain in full force and effect.

Initials _____

13. **DISPUTE RESOLUTION:** Landlord and the Resident agree that this Lease involves interstate commerce and is subject to binding Arbitration under the Federal Arbitration Act, Sections 1 et seq. of Title 9 of the United States Code. Any dispute between the parties relating to or arising out of this Lease, including the Resident Guide, or the performance or nonperformance hereof or thereof (including with respect to eviction of the Resident or termination of this Lease) shall, upon the demand of either party, be settled by binding arbitration administered by, and held in accordance with the Real Estate Rules of, the American Arbitration Association, then pertaining. The arbitration shall be conducted in Savannah, Georgia, or at such place as the arbitrators and the parties may thereafter agree by a panel of three neutral arbitrators selected in accordance with such rules. The decision of the arbitrators may be entered as a judgment of the United States District Court for the Southern District of Georgia, Savannah Division, or any other court having jurisdiction over Fort Stewart or Hunter Army Airfield.

Initials _____

14. **RIGHT OF ENTRY:** Landlord or its agents or any person authorized by either of them, shall have the right to enter the Home and its premises upon two hours notice prior thereto to inspect the Home and/or the premises.

Initials _____

15. **CLAIMS AGAINST THE GOVERNMENT:** Resident acknowledges and agrees that the Government is not liable to Resident, or his, her or their estates, heirs, assigns, children and attorneys-at-large or attorneys-in-fact for any claims, in law or equity, arising from Resident's occupation of the Home and/or the operation or condition of the neighborhood in which the Home is located.

Initials _____

16. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Georgia and any applicable military regulations, which shall control in the event of a conflict between the Georgia law and military regulations.

Initials _____

17. **OPPORTUNITY TO REVIEW**: By signing this Lease, each Resident certifies that he or she has had an opportunity to review the terms of the Lease, the Resident Guide, Pet Addendum and Weapons Addendum, received satisfactory answers to any questions that he or she may have had and had an opportunity to consult with an attorney of his or her choice.

Initials _____

18. **HEADINGS:** The paragraph headings are for the convenience of the parties and are not to be interpreted or construed as governing the terms of the lease or any of its attachments.

Initials _____

EXECUTED and agreed to on this day of , **200** by the undersigned:

Resident's Signature_____ Resident's Signature_____

Printed Name Printed Name

Rank: **SSN:** **Duty Phone:** **Home:**

Landlord Representative: Signature:_____
Printed Name:
Title:

Address for Notices and Service of Process:

Stewart - Hunter Housing LLC
10 Campus Boulevard
Newtown Square, PA 19073