

## MILITARY RESIDENT LEASE (WEST POINT)

<b>COMMUNITY:</b>					
<b>UNIT NUMBER</b>		<b>UNIT ADDRESS</b>			<b>UNIT TYPE</b>
<b>CITY</b>		<b>COUNTY</b>		<b>STATE</b>	<b>ZIP</b>
<b>1. CURRENT DATE</b> (MM/DD/YYYY)		<b>2. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY)			<b>3. LEASE END DATE</b> (MM/DD/YYYY)
<b>4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE</b>					
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	D. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	D. Branch	e. Duty Station/UIC	f. Home Phone
<b>5. MONTHLY RENT</b>			<b>6. PARTIAL RENT PAYMENT</b>		
<b>7. SECURITY DEPOSIT AMOUNT</b>					
<b>8. LATE CHARGE</b> \$ 125.00					
<b>9. RETURNED PAYMENT CHARGE</b> \$ 25.00					
<b>10. UTILITIES PAID BY LANDLORD OR RESIDENT:</b> As described in Section 17.					
<b>11. RENT PAYABLE TO LANDLORD AT THE MANAGEMENT OFFICE LOCATED AT:</b>					
<b>12. LIST OF ALL OCCUPANTS</b> (Do not list any from Number 4 above )					
1a. NAME (Last, First, Middle Initial)				b. AGE	c. RELATIONSHIP
2a.				b.	c.
3a.				b.	c.
4a.				b.	c.
5a.				b.	c.
6a.				b.	c.
<b>13. EMERGENCY CONTACT</b>					
a. NAME		b. RELATIONSHIP		c. TELEPHONE	
<b>14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:</b>					

**LEASE**  
**(Military Resident)**

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This LEASE (this “Agreement”), is made on the “Current Date” set forth in Box 1, Page 1, between West Point Housing, LLC (“Landlord”), and the individual(s) set forth in Box 4, Page 1 (collectively, “Resident”).

**1. TERM OF OCCUPANCY:** Landlord grants occupancy to Resident and only those persons authorized by this Agreement, for a term of one (1) year, the premises set forth on Page 1 of this Agreement (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 the date set forth in Box 2, Page 1 and end on the date set forth in Box 3, Page 1 unless extended. This Agreement shall automatically extend on a month-to-month basis unless terminated by either party giving thirty (30) days written notice.

**2. RENT:**

**For Residents paying Full BAH:** Subject to Section 17, the rent and Landlord-provided utilities (“Rent”) shall be no greater than the Basic Allowance for Housing at the With Dependents rate (the “BAH”) for Resident’s duty station and military grade, if Resident’s duty station is within a sixty (60) minute commute of the Premises, or no greater than at the With Dependents rate that would be charged for Resident’s military grade at the Premises if Resident’s duty station is not within a sixty (60) minute commute of the Premises. Rent shall be payable in monthly installments. The monthly Rent installment will begin in the amount specified in Boxes 5 and 10, Page 1, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below. If Residents are dual Military (service member married to service member), the Rent for the Premises will be, subject to Section 17, no greater than the BAH of the senior service member Resident at the With Dependent’s rate. If Resident’s BAH rate changes at any time for any reason, Resident shall notify Landlord within ten (10) business days of the change. Resident shall be responsible for the payment of Rent at the changed rate from the effective day of any change in Resident’s BAH rate and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from Landlord of the change in the amount of the monthly Rent which will take effect upon any change in Resident’s applicable BAH. In the event Resident becomes ineligible for BAH, the Rent will be, subject to Section 17, equal to Resident’s BAH immediately prior to Resident’s ineligibility.

If this Agreement begins after the first (1<sup>st</sup>) day of the month, Resident shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1<sup>st</sup>) day of the following month.

- (a) **Allotment Option:** Resident chooses to pay Rent in arrears on the first (1<sup>st</sup>) day of the following month through an allotment from the senior service member Resident’s pay account to Landlord (“Allotment”). The Allotment will be changed when changes occur to the senior service member Resident’s BAH rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via Allotment at Agreement signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Resident’s Allotment is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this

Agreement, unless such termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**

- (b) **Third Party Vendor Managed Allotment Option:** Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(a) of this Agreement. Authorization is also given to stop the Allotment at the time that the Agreement is terminated. The Allotment will be changed when changes occur to the senior service member Resident's BAH rate. Resident shall execute all documents that are necessary to such Allotment at signing of this Agreement and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Resident takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's rent, the Allotment may be restarted automatically if the Resident still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Resident will be considered in material breach of this Agreement, unless such Allotment termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- (c) **UDEFT Option:** Resident chooses to pay Rent in arrears on the first (1<sup>st</sup>) day of the following month through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Resident's pay account to Landlord. The UDEFT will be changed by Resident when changes occur to the senior service member Resident's BAH rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in Resident's BAH rate. Resident shall execute all required documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via UDEFT at Agreement signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Agreement, unless such termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- (d) **Direct Payment Option:** Resident chooses not to use the Allotment or UDEFT payment options and agrees to make Rent payments directly to Landlord on the first day of each month in arrears after compensations (as recognized in the service member's Leave and Earning Statement) is received, without notice, to Landlord's office located at the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Resident. Rent payment owed by Resident pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Resident acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. \_\_\_\_\_ - **(Initial here to select this option.)**

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.

**For Residents paying a Fixed Rent Amount:** The rent and Landlord-provided utilities ("Rent") shall be in an amount shown in Box 5, Page 1, subject to Section 17. Rent shall be payable in monthly

installments, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below.

The monthly rental rate may be subject to increase (i) at the end of the initial term, and (ii) thereafter upon thirty (30) days' written notice by Landlord.

If this Agreement begins after the first (1<sup>st</sup>) day of the month, Resident shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1<sup>st</sup>) day of the following month.

- (a) **Allotment Option:** Resident chooses to pay Rent in arrears on the first day of the following month through an allotment from the senior service member Resident's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the Rent rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments to Landlord via Allotment at Agreement signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Agreement, unless such termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- (b) **Third Party Vendor Managed Allotment Option:** Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(a) of this Agreement. Authorization is also given to stop the Allotment at the time that the Agreement is terminated. The Allotment will be changed when changes occur to the Rent rate. Resident shall execute all documents that are necessary to such Allotment at signing of this Agreement and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Resident takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's rent, the Allotment may be restarted automatically if the Resident still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Resident will be considered in material breach of this Agreement, unless such Allotment termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- (c) **UDEFT Option:** Resident chooses to pay Rent in arrears through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Resident's pay account to Landlord. The UDEFT will be changed by Resident when changes occur to the Rent rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in the Rent rate. Resident shall execute all required documents that are necessary to make monthly Rent payments to Landlord via UDEFT at Agreement signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Agreement, unless such termination is beyond Resident's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- (d) **Direct Payment Option:** Resident agrees to make Rent payments in advance directly to Landlord on the first day of each month, without notice, to Landlord's office located at

the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Resident. Rent payment owed by Resident pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Resident acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. \_\_\_\_\_ - **(Initial here to select this option.)**

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.

**3. SECURITY DEPOSIT:** A security deposit in the amount set forth in Box 7, Page 1 will be required. Landlord agrees to hold the security deposit, if any, in accordance with applicable New York law, including any required payment of interest. Upon the end of the lease term, Landlord will determine what portion, if any, of the security deposit is to be returned by Landlord after deductions for damages and unpaid rent and shall refund all or the remaining portion of the security deposit (as the case may be) to Resident within thirty (30) calendar days of the end of the term. In the event Landlord retains any or all of the security deposit, Landlord will additionally provide Resident with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of Resident.

**4. LATE PAYMENT AND RETURNED CHECKS:** Payments for Rent not received by the Landlord on or before the due date are late and constitute a default under this Agreement.

- (a) If any installment of rent is not received by Landlord within five (5) days from the due date, Resident agrees to pay an administrative charge as set forth in Box 8, Page 1.
- (b) Resident also agrees to pay Landlord an additional charge for any returned item as set forth in Box 9, Page 1.
- (c) Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.
- (d) Notwithstanding any other provisions of this Agreement, Resident shall not be in default of any provision of this Agreement by reason of failure or delay in Resident receiving a BAH, nor shall Resident be assessed any administrative charges so long as such failure or delay is not the result of Resident's actions.

**5. EARLY TERMINATION OF AGREEMENT BY RESIDENT:**

- (a) When either 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 Agreement may be terminated by Resident without payment of any penalty or liquidated damages for Rent if the member:

- (i) Has received permanent change of station orders to depart thirty-five (35) miles or more (radius) from the Premises; or
  - (ii) Has received temporary duty orders in excess of three months' duration to depart thirty-five (35) miles or more (radius) from the Premises; or
  - (iii) 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; 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 Agreement).
- (b) If Resident seeks early termination of this Agreement, Resident shall deliver to 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, except when an earlier termination date is necessary to comply with military orders. 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 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 Agreement.
- (c) If two Resident(s) are military members and only one Resident terminates this Agreement under Section 5(a) above, the remaining Resident will not be required to terminate the Agreement, but has the option to do so by providing Landlord a written thirty (30) day notice of intent to vacate. In the event such remaining military Resident continues to occupy the Premises under this Agreement, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination.
- (d) If only one Resident is a military member and if that Resident terminates this Agreement under Section 5(a) above, this Agreement shall automatically terminate unless Landlord agrees in writing otherwise. In the event such non-military Resident continues to occupy the Premises under this Agreement with Landlord's permission, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination by the military Resident.

**6. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS:** 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 Resident is discharged from military service such that Resident would no longer be eligible for referral, this Agreement shall be terminated thirty (30) days after the change in status, unless Landlord shall approve a different termination date, with the consent of the Installation Commanding Officer, and Resident continues to pay rent at the BAH with dependents rate.

**7. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For any early termination not described in Section 5 or 6 of this Agreement, Resident shall pay an amount equal to thirty (30) days rent to Landlord as liquidated damages for the early termination of this Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by Resident as a result of Resident's physical damage to the Premises. Notwithstanding anything else in this Section 7, if the Resident has been in residence for more than one (1) year, there shall be no liquidated damages for early termination. \_\_\_\_\_ **RESIDENT INITIALS**

**8. NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied only by Resident's immediate family consisting of Resident, and the occupants set forth in Box 12 on Page 1, or such additional occupants have been approved by the Landlord and Installation Commanding Officer.

**9. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** Resident and Landlord acknowledge that, prior to signing this Agreement, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Resident Guide. Resident hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to 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 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 Resident unless cured within fifteen (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 Resident's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Resident's expense. \_\_\_\_\_ **RESIDENT INITIALS**

**10. ACCEPTANCE OF THE PREMISES:**

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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 Resident to Landlord, 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 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 Agreement, including any renewal and extension, Landlord will inspect and repair a smoke detector if Resident first gives Landlord written notice of a malfunction or request to Landlord that the smoke detector be inspected or repaired. Landlord shall have no duty to repair damage to or a malfunction of a smoke detector if such was caused by Resident, Resident's family, or Resident's guests or invitees during the term of this Agreement or a renewal or extension. Landlord shall have a reasonable time in which to comply with Resident's request for inspection or repair of a smoke detector.

## **12. ASSIGNMENT AND SUBLETTING:**

(a) Assignment. Resident will not assign this Agreement without the Landlord's prior written consent. Prior to any proposed assignment, Resident must request permission to assign from the Landlord, in writing, in the manner required by applicable law. Landlord may refuse to consent to an assignment for any reason, but if the Landlord unreasonably refuses to consent, the Resident may terminate this Agreement upon thirty (30) days notice.

(b) Subletting. Resident will not sublet any part of the Premises without the Landlord's prior written consent.

(i) If the building in which the Premises are located contains fewer than four (4) units, Resident must request permission to sublet from the Landlord, in writing, setting forth the proposed term of the sublease; the name and address of the proposed sublessee; the reason for subletting; the Resident's address for the term of the sublease; a copy of the sublease and such other information that the Landlord may reasonably request. Landlord may refuse to consent to Resident's sublet request for any reason.

(ii) If the building in which the Premises are located contains four (4) or more units, Resident must request permission to sublet from the Landlord, in writing, in the manner required by applicable law. Landlord may not unreasonably refuse to consent to Resident's proper consent to a sublet.

(c) Fees. Landlord may impose a reasonable fee on Resident in connection with the review and processing of any Resident request or application to assign or sublease.

**13. NUISANCE:** 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 24 below and in accordance with applicable law.

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

(a) 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 Agreement by Resident and will, at the option of Landlord, permit immediate termination of said Agreement 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) 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 Secretary.
- (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 Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of Resident to remove said materials upon written request of the Landlord shall permit Landlord to immediately terminate this Agreement.

**15. ANIMALS:** A maximum of two (2) pets are allowed to live or be harbored on the Premises, in accordance with the restrictions set forth in the Pet Addendum and Resident Guide.

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

**17. UTILITY CHARGES:** Utility charges are to be paid as follows:

<b>ITEM</b>	<b>TO BE PAID BY</b>	<b>ITEM</b>	<b>TO BE PAID BY</b>
HEAT	LANDLORD	CABLE TV	<b>RESIDENT</b>
SEWER	LANDLORD	SATELLITE TV	<b>RESIDENT</b>
ELECTRICITY	LANDLORD	TELEPHONE	<b>RESIDENT</b>
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	<b>RESIDENT</b>
WATER	LANDLORD	OTHER	
GARBAGE	LANDLORD	OTHER	
GAS	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 Agreement without Landlord providing Resident at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to

Resident in connection with the processing of billing notices for Landlord-provided utilities, including a Utility Notice (as defined below).

Notwithstanding anything to the contrary in this Agreement, 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 Agreement. 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 fifteen (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 \$15.00, refunded to Resident. \_\_\_\_\_ **RESIDENT 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 fifteen (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 \$15.00, refunded to Resident. \_\_\_\_\_ **RESIDENT INITIALS**

**18. 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 a condition at the Premises if: (a) Resident specifies the condition in a written notice to Landlord; and (b) the condition is dangerous, hazardous or detrimental to the life, health or safety of an ordinary Resident. Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the Premises, which time shall begin upon Landlord's receipt of Resident's written notice requesting such repairs. Unless the condition was caused by ordinary wear and tear, Landlord does not have a duty during the Agreement

term or any renewal or extension thereof to repair or remedy a condition caused by: (w) Resident; (x) a lawful occupant in the Premises as permitted herein; (y) a member of Resident's family; or (z) a guest or invitee of Resident.

**19. ALTERATIONS AND FIXTURES:** Resident shall make no alterations to the Premises, incur any debt 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 at Resident's expense, shall be affixed in a manner that will not damage the building, and shall be removed by Resident, without damage to the Premises, at the expiration of this Agreement. In the event such fixture or other personal property of Resident is not removed at the expiration of this Agreement, Landlord may treat the same as abandoned and charge Resident the cost paid for removal of the property and repair of the Premises.

**20. ACCESS DURING OCCUPANCY:** Resident will allow Landlord or an agent of Landlord to enter the Premises for purposes of access, upon twelve (12) hours' notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event Resident is absent, Landlord will endeavor to delay the access until the return of Resident but need not do so beyond fourteen (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 Agreement. 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 Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide.

**20. RESIDENT'S INSURANCE:**

- (a) 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.
- (b) 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**

**21. DESTRUCTION OF PREMISES:** Resident may immediately vacate the Premises, and may terminate this Agreement within fourteen (14) days if Resident's enjoyment of the Premises becomes substantially impaired because of fire, condemnation, or other casualty. Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and the rent shall cease from the date of the damage until repaired.



## **22. LIABILITY AND INDEMNITY:**

- (a) Landlord shall not be liable to 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 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 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 THE POLICE IMMEDIATELY.**
- (b) To the extent permitted by law, Resident shall be financially responsible for reimbursing Landlord if Landlord incurs any loss or damage as a result of or relating to any default by Resident. Without limiting the foregoing, Resident shall indemnify, defend and hold Landlord harmless from and against any and all claims for damages to the Premises or other property or personal injury arising (i) from Resident's use or occupancy of the Premises, (ii) from any activity, work, or thing done, permitted or suffered by Resident in or about the Premises or (iii) from any activity, work, or thing done or permitted by Landlord in or about the Premises, unless the same is caused solely by the gross negligence or willful act or willful omission of Landlord.
- (c) If there is more than one Resident, each one shall be jointly and severally responsible for the performance of all obligations of Resident under this Agreement, including, but not limited to, any damage caused to the Premises or community by Resident, a permitted occupant or Resident's guest, jointly with every other Resident, and individually, whether or not in possession.

**23. 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 Landlord. At the time of request, 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) days before Resident ends occupancy of the Premises pursuant to this Agreement. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Agreement, Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Landlord shall sign and provide Resident with a copy of the Property Condition Report. Any damage charges in excess of \$300 will be documented with photographs.

**24. TERMINATION BECAUSE OF DEFAULT:** Except as otherwise provided herein, if either Landlord or Resident materially fails to comply with any of the terms of this Agreement, 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 five (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 five (5) days in the case of a failure to pay

rent when due), the injured party shall have the option of declaring this Agreement terminated and may immediately vacate the Premises, or shall be entitled to immediate possession of the Premises, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Agreement.

**25. DISPOSSESSORY PROCEEDINGS:**

- (a) Landlord may terminate this Agreement and dispossess Resident in accordance with applicable law for Resident's failure to pay rent or for one or more violations by Resident of this Agreement 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 Installation Commanding Officer.
- (b) If Resident willfully remains in possession without Landlord's consent after expiration of the term of this Agreement, Resident is deemed to be in breach of this Agreement and Landlord may commence a dispossession proceeding. A dispossession proceeding may be filed at the later of (i) the first day following the termination of this Agreement, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of Landlord, Resident shall be obligated to pay Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident.

**26. ABANDONMENT:** If Resident has been absent from the Premises for more than seven (7) days without notification to Landlord, the Premises may be deemed abandoned. If Landlord is informed of or discovers that Resident has abandoned the Premises, Landlord will notify the Installation Commanding Officer 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 the Resident Guide.

**27. SEX OFFENDERS REGISTRATION / RESTRICTIONS.** If any member of Resident's household is subject to residency restrictions under applicable law, it is Resident's obligation of fully comply with all of the provisions of the applicable law. If the location of the premises places Resident, or any Occupant, in potential violation of applicable law, it is Resident's responsibility to immediately notify the Community Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of this Agreement. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate applicable law. Resident will be required to pay for the costs of Resident's move and applicable Lease Termination Fees. If no alternative premises is available, Resident's Lease will be terminated with thirty (30) days' notice. Failure to comply will be considered a breach of this lease and will result in immediate termination. \_\_\_\_\_ **RESIDENT INITIALS**

**28. NOTICES:** Unless otherwise provided, any notice period provided for by this Agreement 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

the number of 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 Landlord shall be sent to:

West Point Housing, LLC  
126 Washington Road  
West Point, NY 10996

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

**30. CONFIDENTIALITY OF RESIDENT RECORDS:** 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 Resident or any 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.

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

**32. CONFLICTS:** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Resident Guide.

**33. RESIDENT GUIDE:** The Resident acknowledges receipt of a copy of the Resident Guide dated January 2015 and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after thirty (30) days' notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits "A" - "J" are hereby incorporated herein and made a part hereof.

**34. NO WAIVER:** The Resident acknowledges that a failure on the part of the Landlord or managing agent to require strict compliance with the conditions of the agreement shall not constitute a waiver of enforcement of the condition in the future.

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

**LANDLORD** \_\_\_\_\_

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

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

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