

NAVY SOUTHEAST – CIVILIAN LEASE FORM (MISSISSIPPI)

COMMUNITY NCBC Gulfport					
UNIT NUMBER		UNIT ADDRESS			UNIT TYPE
CITY Gulfport		COUNTY Harrison		STATE MS	ZIP 39501
1. CURRENT DATE		2. LEASE COMMENCEMENT DATE			3. LEASE END DATE
4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (MUST INCLUDE ALL INDIVIDUALS 18 AND OLDER)					
a. NAME (Last, First, Middle Initial)		b. SSN			f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN			f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN			f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN			f. Home Phone
5. Monthly Rent \$			6. Partial Rent Payment \$		
7. SECURITY DEPOSIT AMOUNT \$					
8. LATE CHARGE \$ 25.00					
9. RETURNED PAYMENT CHARGE \$ 25.00					
10. UTILITIES PAID BY OWNER OR RESIDENT As described in Paragraph 8.					
11. RENT PAYABLE TO OWNER AT THE MANAGEMENT OFFICE LOCATED AT : NCBC Gulfport, 5209 CBC Blower Street, Building 29, Gulfport, MS 39501-5001					
12. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above)					
1a. NAME (Last, First, Middle Initial)				b. DATE OF BIRTH	c. RELATIONSHIP
2a.				b.	c.
3a.				b.	c.
4a.				b.	c.
5a.				b.	c.
6a.				b.	c.
13. EMERGENCY CONTACT					
a. NAME		b. RELATIONSHIP		c. TELEPHONE	

14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:

READ AND ACCEPTED BY:

RESIDENT

X

RESIDENT

X

RESIDENT

X

RESIDENT

X

OWNER By: Southeast Housing LLC, Authorized Agent

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

THIS LEASE is made on the "Current Date" listed in Box 1, Page 1, between **Southeast Housing LLC**, Owner of the subject Premises (the "Owner"), and the individuals referenced in this Lease in Box 4, Page 1 (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Premises.** The property to be rented is located in the Community of NCBC Gulfport (the "Community") at Gulfport, MS 39501 (the "Premises") and includes the housing unit, front and back yards, garage, driveway, designated parking, carport, as applicable, and any outside storage located in the yard.
2. **Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1 of this Lease and Section 1 above. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The property is managed by Balfour Beatty Military Housing Management LLC, which company address and phone number is specified in Box 10, Page 1. Balfour Beatty Military Housing Management LLC is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of Owner.
3. **Term/Automatic Renewal.** The initial term of this Lease is for one (1) year commencing upon the date set forth in Box 2, Page 1, and ending on the date set forth in Box 3, Page 1. After expiration of the initial term, if a new Lease has not been executed by Resident and Owner, this Lease will automatically continue on a month-to-month tenancy, subject to any increases in Rent pursuant to Section 4. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party.
4. **Rent.** The monthly rental rate ("Rent") shall be the amount shown in Box 5, Page 1. Payment will be made by check, money order, cashier's check, certified check, ACH or allotment payable directly to Owner at the address listed in Box 10, Page 1, or such other address as Owner may notify Resident. Payment is due on the first day of the month (payment in advance). The Rent may be subject to increase (i) at the end of the initial term, and (ii) thereafter upon thirty (30) days' written notice. The first payment of Rent by Resident shall be made on or before the Lease Commencement Date in the amount shown in Box 5 or Box 6, Page 1.
5. **Security Deposit.** A Security Deposit equal to \$_____ will be required. Owner agrees to hold the security deposit, if any, in accordance with applicable Mississippi law, including any required payment of interest. Upon the end of the Lease term, Owner will determine what portion, if any, of the security deposit is to be returned by Owner 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. In the event Owner retains any or all of the security deposit, Owner 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.
6. **Late Charge/Returned Checks.** Resident acknowledges late payment of Rent and/or returned checks may cause Owner to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Owner. If any installment of Rent due from Resident is not received by Owner or postmarked by the fifth (5th) day after the date due, Resident shall pay to Owner a late charge for such monthly installment as set forth in Box 8 on Page 1. If any installment of Rent is rejected and/or returned, Resident shall pay to Owner a returned payment and a late charge for such payment as set forth in Box 9 on Page 1. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late and/or returned payment. Any late charge or returned payment charge shall be paid by personal check, certified check or cashier check with the current installment of Rent. Owner's acceptance of any late charge or returned payment charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a late charge or returned payment charge shall not be deemed an extension of the date Rent is due or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.
7. **Condition of Premises Upon Commencement Date.**

- a. Resident hereby acknowledges that, except as set forth in the Property Condition Report, the Premises were rented to Resident in good order and repair and that the Premises were in safe,

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clean and habitable condition. The parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report. Owner acknowledges the responsibility to provide Resident with 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 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 Owner at Resident's expense.

- b. Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable laws affecting health and safety. Without limiting the foregoing, Resident agrees to:
 - (i) Dispose of all ashes, rubbish, garbage and waste in a clean and safe manner;
 - (ii) Use all plumbing, electrical, sanitary, ventilating, air conditioning facilities and appliances in a safe and responsible manner; and
 - (iii) Not deface, damage or otherwise harm any part of the Premises.

8. Services and Utilities.

For residents participating in Resident Energy Conservation Program (RECP): Owner shall be responsible for the payment of water, sewer, refuse collection, and recycling services. Owner shall be responsible for the payment of electricity and gas up to an amount which is to be established monthly as set forth in the Resident Energy Conservation Program (RECP) Addendum attached to this Lease; and Resident shall be responsible for the payment of electric and gas utility charges in excess of such monthly amount established pursuant to the RECP Addendum. Telephone service, cable television, satellite television, internet service and any other services directly contracted by Resident with a service provider are not included in Rent and are Resident's responsibility to pay.

For residents not participating in RECP: Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	
WATER	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
SEWER	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
GAS/OIL	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
ELECTRIC	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
TELEPHONE	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
CABLE TV	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT
SATELLITE TV	<input type="checkbox"/> OWNER	<input type="checkbox"/> RESIDENT

HIGH SPEED INTERNET OWNER RESIDENT

Notwithstanding the foregoing, Owner may notify Resident of a change to Resident's responsibility to pay for any utilities then paid for by Owner (the "Utility Notice"). Such Utility Notice shall be in writing and provide at least sixty (60) calendar days' notification before such revisions to Resident's responsibility to pay for any utilities shall become effective.

9. **Occupant(s) and Permitted Use.** Resident, Occupants(s) and guests will not commit any acts or use the Premises or common areas in such a way as to: (i) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (ii) commit property damage; or (iii) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, business, or peace and quiet of any other resident, Resident Services Office staff, contractors, or other persons engaged in lawful activity in the area.
10. **Resident Guide.** Resident agrees to comply with all occupancy rules and regulations contained in the Resident Guide governing the Community whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Resident Guide as an Addendum which is incorporated into this Lease. Owner may from time-to-time amend and supplement the Resident Guide, effective thirty (30) days following posting notice of such amendment at the Community Management Office and delivery of notice to Resident(s). Violation of the occupancy rules and regulations contained in the Resident Guide may be considered a violation of this Lease.
11. **Pets.** 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 the Resident Guide. A pet deposit of \$ 250.00 will be required, of which \$ 125.00 shall be non-refundable.
12. **Repairs/Alterations/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without the express written consent of Owner. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, modification of electrical appliances, or installation of telecommunication devices, including satellite dishes and/or antennae. No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the Premises may be altered, modified, installed or removed without express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes. Refer to the Resident Guide for further details.
13. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. Resident shall be responsible for checking and maintaining all smoke and carbon monoxide detectors and any additional phone lines installed for personal use beyond the line Owner shall provide and maintain. Resident shall immediately notify Owner, in writing, of any problem, malfunction or damage. Resident shall be billed for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be billed for all damage to the Premises as a result of failure to report a problem in a timely manner. Resident shall be billed for repair of improper drain blockages or stoppages caused by Resident, Occupant or guests. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall grant Owner the right to hire someone to perform such maintenance and bill Resident to cover the cost of such maintenance. Resident responsibility for maintenance of the landscaping is provided for in the Resident Guide. For further information on Maintenance guidelines and procedures, refer to the Resident Guide.
14. **Waiver and Liability.**
 - a. To the extent permitted by law, Resident shall be financially responsible for reimbursing Owner if Owner incurs any loss or damage as a result of or relating to: (i) any default by Resident; or (ii) the breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.

- b. Owner shall not be liable to Resident for any lack of access to the Premises, the Community, or any other land under the control of the Federal Government.
 - c. If Owner does not exercise its rights under this Lease, Owner may still exercise these rights at a later date.
- 15. **Joint and Several Liability.** 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 Lease, including, but not limited to, any damage caused to the Premises or Community by Resident, Occupant or Resident's guest, jointly with every other Resident, and individually, whether or not in possession.
- 16. **Entry onto the Premises.** Resident shall permit Owner, upon at least two (2) business days' prior notice, to have access to the Premises during Owner's office hours for the purpose of making inspections and repairs. Preventative Maintenance Inspections must be accomplished a minimum of twice per year. Owner shall have access to the Premises at other times, with at least 24 hours' prior notice to Resident, for the purpose of making requested repairs. Owner shall have immediate access to the Premises in case of an emergency situation, including matters affecting health and safety. Owner may also enter the Premises with at least 48 hours posted notice if it appears to have been abandoned by Resident or if Owner obtains an appropriate court order, or as otherwise permitted by applicable laws.
- 17. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
- 18. **Estoppel Certification.** If the Premises is sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms--Estoppel Certification" (the "Certification"), Resident agrees to execute and deliver the Certification to Owner within ten (10) days acknowledging, if true, that this Lease is unmodified and is in full force and effect, or in full force and effect as modified with Owner's consent and stating the modifications. If Resident fails to do so, it will be deemed an acknowledgment by Resident that the Certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser. If Resident is deployed when such request is made, Resident shall sign the Certificate, if true, within ten (10) days of actual receipt of notice thereof after returning to the United States. In any case wherein Resident alleges that the Lease has in fact been modified, Resident shall so state in the Certification. The Certification shall provide a plain statement for Resident to sign to indicate that the Lease has, in fact, been modified.
- 19. **Breach by Resident and Termination by Owner Prior to Expiration of Term.** Resident shall be in default and Owner shall have the right to terminate the Lease if any of the following occur:
 - a. Resident fails to pay Rent when due and the default continues for three (3) days excluding Saturday, Sunday and legal holidays, after delivery of written demand by Owner for payment of the Rent or immediate possession of the Premises; or
 - b. Resident fails to perform its obligations under the Lease, and the failure is such that Resident should not be given an opportunity to correct it. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Owner's or other Resident's property by an intentional act or a subsequent or continued unreasonable disturbance; or
 - c. Except as provided above, Resident fails to perform any other obligation under the Lease and the default continues for more than thirty (30) calendar days after delivery of written notice to Resident from Owner specifying the default, including a notice that if the noncompliance is not corrected within thirty (30) calendar days from the date the written notice is delivered, Owner shall terminate the Lease; or
 - d. Resident's actions affect or threaten to affect the health or safety of other residents in the community; or

- e. Resident substantially interferes with the right to quiet enjoyment of other residents in the community; or
- f. If Resident willfully remains in possession of the Premises without Owner's consent after expiration of the term of this Lease, Resident is deemed to be in breach of this Lease and Owner may apply for removal or sue for eviction of Resident in accordance with applicable law. A complaint applying for removal or eviction of Resident may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of Owner, Resident shall be obligated to pay Owner's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident.

20. **Early Termination by Resident.** Resident has the option to terminate this Lease prior to the Lease Expiration Date, as shown in Box 3, Page 1, for any reason not specified herein. Resident must submit to Owner at least thirty (30) calendar days prior to the early termination date, a request in writing, an Early Termination Fee equal to one month's Rent, together with any outstanding Rent and any other amounts owed to Owner pursuant to the terms of the Lease.

21. **Early Termination by Owner.** Owner may terminate this Lease for the following reasons:

- a. Failure to vacate the Premises and community with notification by the Commanding Officer.
- b. Misuse or illegal use of the Premises, or conduct of Resident, Occupants(s), and/or guests which is detrimental to community safety and health.
- c. Unacceptable care of or damage to Premises.
- d. When Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises.
- e. Use of the Premises for illegal activities or commercial purposes for which Owner has not given written authorization in advance.
- f. For criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors.

22. **Hold Harmless and Indemnity.**

- a. **Disclaimer of Liabilities:** To the extent permitted by, and not inconsistent with, applicable law, Owner 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 defects, disrepair, or faulty construction of the Premises, or loss from crime, theft, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, hurricane, 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 unless the same is caused solely by the gross negligence or willful act or willful omission of Owner or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Owner has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. Owner does not guarantee, warrant or assure Resident's personal security. In the event of criminal activity, Resident should contact the appropriate authorities immediately.

- b. Resident's Indemnity: Resident shall indemnify, defend and hold Owner 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 Owner in or about the Premises, unless the same is caused solely by the gross negligence or willful act or willful omission of Owner.

23. **Exit Inspections and Resident's Obligations Upon Vacating the Premises.** At the time of written notice to vacate, Owner will provide to Resident detailed standards for clearing the Premises. A Final Move-Out inspection is required with a voluntary Pre-Move-Out inspection. If a Pre-Move-Out inspection is desired by Resident, it shall be the responsibility of Resident to request a Pre-Move-Out inspection of the Premises with Owner. An appointment for a Pre-Move-Out inspection must be scheduled no less than twenty (20) days before Resident ends occupancy of the Premises pursuant to this Lease. Using the Move-In/Move-Out Property Condition Report that was used to record the condition of the Premises at the Lease Commencement Date, Owner shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Owner shall sign and provide Resident with a copy of the Move-In/Move-Out Property Condition Report.

- a. At the time of actual move-out, if Resident does not attend a Final Move-Out inspection of the Premises, Resident will accept Owner's assessment of damages or deficiencies that exceed normal wear and tear as permitted by applicable law and be responsible for payment of costs to Owner within ten (10) business days of Move-Out.

24. **Damage to the Premises.**

- a. If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, hurricane, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable as determined by the applicable governing authority or by Owner, either Owner or Resident may terminate this Lease by giving the other written notice within thirty (30) days after the date of such damage, which shall be effective retroactively to the date on which the Premises became totally or partially uninhabitable. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. Neither party will have any further obligation to the other. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Owner may alternatively offer Resident another premises if one is available. Resident may accept the alternative premises and this Lease will remain in effect with respect to such alternative premises.
- b. If the damage to the Premises is a result of a negligent, reckless, or deliberate action of Resident, Occupant, or guests, only Owner shall have the right to terminate this Lease. Resident will be responsible for payment for the repair of damages to the Premises caused by Resident, Occupant or guests. Failure to pay such amount is a material breach or default of this Lease.

25. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction or renovations. Owner will give Resident no less than thirty (30) days' advance notice. If Resident chooses to refuse Relocation to an Owner designated residence, owned by Owner, then Owner may terminate or choose to not renew the Lease at Owner's sole option.

26. **Abandonment.** Any personal property left in the Premises after Resident has vacated or has been evicted is considered abandoned. If Owner determines the personal property to be of value, Owner will mail a notice to Resident at Resident's forwarding or last known address. If Owner does not receive a response and/or the abandoned property is not claimed within 14 days, Owner has the unilateral right to dispose of said property.

27. **Choice of Law.** Owner and Resident agree that the Lease and the contractual relationship between the parties shall be construed exclusively in accordance with and shall be exclusively governed by:
- a. Federal substantive law, except that the following state law shall apply: Miss. Code Ann. Section 89-8-1 et seq. _____ **-(Initial here to acknowledge the applicable law.)**
- Or
- b. Miss. Code Ann. Section 89-8-1 et seq. and Mississippi state common law. _____ **-(Initial here to acknowledge the applicable law.)**
28. **Sex Offenders Registration.** If any member of Resident's household is subject to residency restrictions under Mississippi law, it is Resident's obligation to 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 the State 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 the Lease. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate Mississippi 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 five (5) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination
29. **Insurance.** Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damage. Resident acknowledges being advised to obtain insurance at Resident's cost to protect Resident from claims for property damage and physical injury caused by or to the Resident, or Resident's family member(s), invitees or guests.
30. **Debarment.** If Resident or a Resident's family member is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Resident shall vacate the Premises and the Lease shall terminate not later than thirty (30) days from the date of the debarment. It shall then be lawful for Owner to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made. Owner 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 Owner. In the case of any such default and entry by Owner, said Owner may re-let the Premises for the remainder of said term and recover from Resident any deficiency between the amount so obtained and the rent herein required to be paid.
31. **Commanding Officer Authority.** Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commanding Officer over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom to include the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to Resident and the Resident's family members.. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of Resident under this Lease or the Rights of Residents as prescribed under any Resident Leases or applicable law.
32. **Confidentiality of Resident Records.** Owner 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 Resident's periodic rental payment, without the prior written consent of Resident or prospective Resident, or upon service on Owner of a subpoena for the production of records. This section shall not preclude Owner from releasing information pertaining to a Resident or prospective Resident in the event of an emergency. If rental history or other information on Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.
33. **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. Furthermore, if any provision or

clause of this Lease is contrary to the laws of the state in which the Premises is located, then the laws of such state shall apply and govern.

34. **Change in Ownership/Subordination.** This Lease and Resident's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans, or leases on the building or land.

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

36. **Notices.**

a. To Resident – Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing; (ii) it is addressed to Resident at the Premises and; (iii) it is personally delivered to the Resident or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked.

b. To Owner – Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 10, Page 1, of this Lease. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked. This notification section does not apply to monthly payment of Rent.

37. **Controlling Document.** In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and any other exhibits or attachments to this Lease, then the provisions of this Lease shall, in all respects, govern and control.

38. **Addenda.** Resident(s) acknowledges receipt of the following supplements and understands that they are a binding part of this Lease.

- Resident Energy Conservation Program Addendum
- Resident Guide
- Pet Addendum
- Satellite Dish Addendum
- Mold and Mildew Disclosure
- Lead Based Paint Disclosure
- Asbestos Addendum
- _____
- _____
- _____