

**NAVY SOUTHEAST – MILITARY SERVICE MEMBER LEASE FORM (MISSISSIPPI)**

<b>COMMUNITY NCBC Gulfport</b>					
<b>UNIT NUMBER</b>		<b>UNIT ADDRESS</b>			<b>UNIT TYPE</b>
<b>CITY Gulfport</b>		<b>COUNTY Harrison</b>		<b>STATE MS</b>	<b>ZIP 39501</b>
<b>1. CURRENT DATE</b> (MM/DD/YYYY)		<b>2. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY)			<b>3. LEASE END DATE</b>
<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
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> \$ 25.00					
<b>9. RETURNED PAYMENT CHARGE</b> \$ 25.00					
<b>10. UTILITIES PAID BY OWNER OR RESIDENT:</b> As described in Paragraph 8.					
<b>11. RENT PAYABLE TO OWNER AT THE MANAGEMENT OFFICE LOCATED AT :</b> NCBC Gulfport, 5209 CBC Blower Street, Building 29, Gulfport, MS 39501-5001					
<b>12. LIST OF ALL OCCUPANTS</b> (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.
<b>13. EMERGENCY CONTACT</b>					
a. NAME		b. RELATIONSHIP		c .TELEPHONE	

**14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:**

**READ AND ACCEPTED BY:**

X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
RESIDENT  
X  
OWNER By: Southeast Housing LLC, by Authorized Agent

PRINTED NAME  
PRINTED NAME  
PRINTED NAME  
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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 11, 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 ( ) full months 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.**

**For Residents paying Full BAH:** The rent and Owner-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. BAH for the pay grade of the Resident shall be the maximum charged for rent and utilities as discussed in Paragraph 8. Rent shall be payable in monthly installments. The monthly Rent installment will begin in the amount specified in Box 5, 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 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 Owner 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 Owner 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 equal to Resident's BAH immediately prior to Resident's ineligibility.

If this Lease begins after the first 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 Owner ("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 Owner via Allotment at Lease signing and agrees to take no action to terminate such Allotments without making arrangements with Owner. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, 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 Paragraph 4.a. of this Lease. Authorization is also given to stop the Allotment at the time that the Lease 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 Lease and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Owner. If Resident takes action to terminate the Allotment, without written permission from Owner, 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 Lease, 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 Owner. 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 Owner via UDEFT at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Owner. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, 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 Owner 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 Owner's office located at the address listed in Box 11, Page 1, or such other person at such address as Owner 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. \_\_\_\_ - **(Initial here to select this option.)**

**For Residents paying a Fixed Rent Amount:** The rent and Owner-provided utilities ("Rent") shall be in an amount shown in Box 5, Page 1. 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 Owner.

If this Lease begins after the first 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 Owner ("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 Owner via Allotment at Lease signing and agrees to take no action to terminate such Allotments without making arrangements with Owner. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, 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 Paragraph 4.a. of this Lease. Authorization is also given to stop the Allotment at the time that the Lease 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 Lease and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Owner. If Resident takes action to terminate the Allotment, without written permission from Owner, 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 Lease, 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 Owner. 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 Owner via UDEFT at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Owner. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, 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 Owner on the first day of each month, without notice, to Owner's office located at the address listed in Box 11, Page 1, or such other person at such address as Owner 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. \_\_\_\_ - **(Initial here to select this option.)**

Owner has the right to require that all payments that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check, debit card, credit card or certified check payable directly to Owner.

5. **Security Deposit.** A Security Deposit in the amount set forth in Box 7, Page 1, will be required unless Resident chooses to pay by and fills out all documents pertaining to Allotment, Third Party Vendor Managed Allotment or UDEFT. 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 or Refused Payments.** Resident acknowledges either late payment of Rent or the refusal of an Allotment, Third Party Vendor Managed Allotment or UDEFT 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 (5<sup>th</sup>) 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 charge 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 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, 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 (check one).**

**For Residents participating in the 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 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:** Rent will include water, sewer, gas/oil (as applicable) and electric utilities unless and until Owner notifies Resident of Resident’s responsibility to pay for any or all of such utilities (the “Utility Notice”). Such Utility Notice shall be in writing and provide 180 calendar days notification period until such revision becomes effective. 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.

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.

- a. Resident(s) must register and obtain written approval from Owner for guests staying at the Premises longer than thirty (30) days.
- b. Resident must obtain written approval from Owner for a live-in care provider staying more than thirty (30) days.
- c. Resident(s) and/or Occupants(s) may, with written permission of Owner and execution of a Home Based Business Addendum, conduct a business in the Premises of a type normally permitted under state/local laws and regulations governing the conduct of businesses. Resident(s) and/or Occupants(s) conducting a business will be required to comply with and are subject to inspection by the appropriate city, county, state, or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements. Resident is responsible for obtaining the necessary state or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to Owner.
- d. Resident and/or Occupant may, with written permission from Owner and execution of a Home Based Business Addendum, operate a child care facility in the Premises through participation in the Child Development Homes program. Resident and/or Occupant must be certified through the Department of the Navy sponsored Child Development Program. Resident is responsible for obtaining the necessary State or local government licenses and insurance for any damages to third parties arising from the conduct of such business and providing a copy to Owner.

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 Resident Guide. No pet deposit will be required.
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.**



- a. A Resident that is a military member shall have the right to terminate this Lease if: (i) Resident is required to move pursuant to permanent change of station orders; (ii) Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more in radius from the Premises' location; (iii) Resident is discharged or released from active duty with the Armed Forces of the United States or the Coast Guard; or (iv) Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to terminate this Lease as provided in the Service members' Civil Relief Act, as shall Resident's dependents as provided in the Service members Civil Relief Act.
- b. In order to terminate this Lease under Section 20a. above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances. If (i) Resident terminates this Lease early under Section 20a. above, or (ii) two Resident(s) terminate this Lease under either Sections 20c. or 20d. below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of this Lease.
- c. If two Resident(s) are military members and only one Resident terminates this Lease under Section 20a. above, the remaining Resident will not be required to terminate the Lease, but has the option to do so by providing Owner a written thirty (30) day notice of intent to vacate. In the event such remaining military Resident continues to occupy the Premises under this Lease, 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 Lease under Section 20a. above, the remaining Resident shall not be required to terminate this Lease, but has the option to terminate the Lease by providing Owner a written thirty (30) day notice of intent to vacate or extend the Lease with permission provided by Owner on a case by case basis. In the event such non-military Resident continues to occupy the Premises under this Lease, 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.
- e. 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.
- g. Construction and extensive renovations and repairs of the Premises and/or common areas, which may require Resident to vacate the Premises, as set forth in the Relocation Addendum.

**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. Renter's 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.

**24. 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.

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.

**25. 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, if a governing authority is not applicable, 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.

**26. Right to Relocate.**

- a. Owner reserves the right to relocate Resident due to construction or renovations at any privatized location. Owner will give Resident no less than a 45-day advance notice. (See Relocation Addendum for additional information and requirements.)
- b. Relocations directed by Owner will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Occupant, or guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

**27. 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.

**28. 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.)**

**29. 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 Mississippi 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.

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 relet 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 Residents 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 11, 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 addendums, exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement 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 Guide
- Pet Addendum
- Relocation Addendum
- Satellite Dish Addendum
- Mold and Mildew Addendum
- Lead Based Paint Addendum
- Asbestos Addendum
- Authorization to Enter

IF APPLICABLE:

- Resident Energy Conservation Program Addendum
- Home Based Business Addendum
- Historic Home Addendum
- Executive Home Addendum
- Executive Home Termination Addendum
- ADA Housing Addendum
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