

RESIDENT OCCUPANCY AGREEMENT
Mountain Vista Communities

This RESIDENT OCCUPANCY AGREEMENT (Agreement), is made this _____ day of _____, 20____,

Between Fort Huachuca-YPG Communities II, L.L.C., an Arizona limited liability company dba Mountain Vista Communities (Landlord)

And _____ (Resident/Service Member) _____ (SSN)

1. **TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Agreement for a term of one (1) year at the premises known as _____, (Premises), located on the Fort Huachuca military installation (the "Installation"), for use as a dwelling only under the terms of this Agreement and the Landlord Resident Guidelines & Community Handbook, dated _____, 20____, (including any modifications or changes thereto which may be made from time to time to the Landlord "Handbook") The term of this Agreement shall commence on the later of (i) the execution of this Agreement by both the Landlord and the Resident, or (ii) _____ and end on _____. After the initial term ends, the Agreement will continue on a month-to-month basis until terminated by either the Resident giving 30 days prior written notice to the Landlord or the Landlord giving 30 days prior written notice to the Resident. Notwithstanding the initial term, Resident may terminate this Agreement with 30 days prior notice to Landlord if Resident receives permanent change of station (PCS) orders requiring Resident to report to a new duty station prior to the expiration of the initial term by submitting a copy of the PCS orders to Landlord along with Resident's written termination notice. If 30 days prior written notice is not given, Resident is responsible to pay Landlord rent charges equal to 30 days from date notice is given. Notwithstanding the foregoing, if Resident becomes ineligible or unqualified to reside in military family housing on the Installation under applicable Army or Installation rules or regulations, this Agreement may be terminated by Landlord upon 30 days prior notice to Resident. Resident agrees and acknowledges that Resident's right to occupy the Premises is expressly conditioned upon his/her continued active duty military service and assignment or attachment for duty at the Installation or another military installation within a fifty (50) mile radius of the Installation.
2. **RENT:** The monthly rental rate shall equal the Basic Allowance for Housing with dependents or without dependents rate ("BAH"), for the senior service member Resident at the Premises provided however, that if Resident is not assigned to the Installation and if Resident's BAH is lower than the BAH that would be provided to a Service Member of Resident's equivalent rank assigned to the Installation, the monthly rental rate hereunder shall equal the higher BAH as calculated for a Service Member of Resident's equivalent rank assigned to the Installation. Resident certifies to Landlord that he or she is the senior service member resident at the Premises and Resident agrees that, if any other resident of the Premises becomes the senior service member resident at the Premises, he or she will cause such senior service member to sign this Agreement (or its equivalent in use at such time) and become the "Resident" under this Agreement. Rent will be increased/decreased when increases/reductions occur to the BAH of the Resident, and the Resident shall notify the Landlord of any increases or decreases in the BAH of the Resident other than general increases or decreases effecting all members of the applicable service branch. Payment will be made through an allotment/deduction from the Resident's pay account to the Landlord. Payment is due on the first day of the month for the previous month's rent (payment in arrears). Notwithstanding the foregoing, if Resident does not qualify for BAH for any reason, Resident shall be personally responsible to pay to Landlord, as additional rent due and payable hereunder on the first day of each month, an amount equal to the difference owed for rent.

For Residents who are Army, Navy or Air Force service members, by signing this Agreement, authorization is given by the Resident to the Landlord (or its BAH collection agent) to initiate, maintain and stop an allotment equal to the BAH payable to the Landlord. Residents who are Marine and Coast Guard service members will be required to sign a copy of DD Form 2558 Authorization to Start, Stop or Change an allotment in order to have their allotments started, and will be required to sign a new copy of DD Form 2558 to change their allotment each time adjustments are made to the Resident's BAH by the applicable service branch due to a change in rank, number of dependents, periodic increases or other reasons. In either case, such allotment shall be made effective the first full month after the effectiveness of this Agreement (or the first month if this Agreement becomes effective on the first day of a month). If this Agreement is effective on any day other than the first day of a month, payment for the pro-rated portion of the first month rent in the amount of \$ _____ shall be made by check, money order or credit card by the Resident on the first day this Agreement becomes effective.

Spouses of Residents must possess a Special Power of Attorney to sign this Agreement and authorize the initiation of the required BAH allotment on behalf of Resident. Resident's failure to pay rent on time or premature discontinuation of Resident's BAH allotment may result in the termination of this Agreement by Landlord and, if necessary, eviction of Resident and any other occupant(s) on the Premises.

3. **PREMISES OCCUPIED BY RESIDENT PRIOR TO COMMENCEMENT DATE:** Resident and Landlord acknowledge that this Agreement might have been signed by Resident prior to the Commencement Date or that Resident may have occupied the Premises before the effectiveness of this Agreement under a prior arrangement with the Army. If either of the foregoing applies to Resident, Resident shall be bound by the inspection of the Premises, if any, conducted on the earlier of the date Resident signed this Agreement or the date Resident first occupied the Premises, as though such inspection were conducted pursuant to paragraph 4 below.

RESIDENT INITIALS & DATE

LANDLORD INITIALS & DATE

4. **INSPECTION AT COMMENCEMENT OF OCCUPANCY AND INVENTORY:** Except with respect to Premises occupied by the Resident prior to effectiveness of this Agreement (addressed in paragraph 2 above), the Resident and the Landlord agree that prior to beginning occupancy of the Premises, they will conduct a joint examination of the Premises. The Resident will be provided a copy of the inspection results. The Resident hereby agrees that, except as set forth in the Move In/Out Checklist completed in connection with such inspection, the Premises was rented to the Resident in good order and, repair, and that the Premises was in a safe, clean and habitable condition. The Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and that damages to the Premises that are not described on the Move In/Out Checklist as existing prior to the Resident's occupancy and that exceed fair wear and tear are subject to being repaired by the Landlord at the Resident's expense. For Premises occupied prior to the effectiveness of this Agreement or if no inspection is conducted at the commencement of occupancy, the Resident agrees to be bound by the most recent inspection of the Premises on file with the Landlord or the Army, which inspection is available to the Resident upon written request to the Landlord. Within five (5) days of the initial date of occupancy or upon delivery of possession, the Landlord, or the Landlord's designated representative, and the Resident shall jointly inventory the Premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by the Landlord and the Resident as an indication the inventory completed. The Resident shall be given a copy of the inventory.
5. **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. If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay an administrative charge of \$50.00. The Resident also agrees to pay the Landlord an additional charge of \$30.00 for each check returned unpaid. The Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashier's check, or certified check and where default in payment occurs, to request that the entire Agreement period amount of the debt be paid at once. The resident shall not be in default of any provision of this Agreement by reason of failure to receive a BAH payment due to an error or delay caused by the finance and accounting service of the Resident's service branch and the default is cured within 30 days unless extended upon request of the applicable service branch and approval of the Landlord (not to be unreasonably withheld). All payments received by or on behalf of Tenant shall be first applied to outstanding charges other than rent, and then to monthly rent.
6. **EARLY TERMINATION:** Notwithstanding the initial one year term of this Agreement, the Resident may terminate this Agreement within the initial one year term **with 30 days prior notice** if the Resident:
- (1) Has received permanent change of station orders; or
 - (2) Has received deployment orders for a period of at least 90 days; or
 - (3) Is discharged, retired or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or
 - (4) Is assigned to government-provided quarters resulting in the forfeiture of basic allowance for quarters; or
 - (5) Dies or his/her spouse dies or the Resident is declared missing-in-action. (The spouse, next of kin or Personal Representative/Executor of the decedent's estate may exercise an early termination of this Agreement.)

If the Resident seeks early termination of this Agreement the Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state an effective date for the termination which shall not be less than thirty days after the date of the Landlord's receipt of the notice except when an earlier termination date is necessary to comply with military orders. The final month's rent owed by the Resident shall be prorated based on the number of days in the calendar month prior to the effective date of the termination and shall be payable at such time as would have otherwise been required by the terms of this Agreement.

EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES: For any early termination not described in Section 6, numerals 1-4 of this Agreement, Tenant shall pay one month's rent to the Landlord, as liquidated damages for the early termination of the Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent owed, utilities owed, or other money owed by the Tenant as a result of Tenant's physical damage to the property.

7. **NUMBER OF OCCUPANTS:** The Resident agrees that only Resident and the following family members/dependents (as defined by dependent ID card, DEERS, or other legal document) of Resident shall be authorized to reside in or otherwise occupy the Premises (hereinafter, the "Authorized Occupants"):

Name of Spouse: _____; is spouse in the Military? YES / NO
 Names(s) of Child/Children: _____
 _____;

Other: _____. As the premises is located on a secure military installation under the control of the Army, no persons other than the Resident and the Authorized Occupants listed in this Agreement are authorized to reside in the premises without prior written approval of Landlord. Changes in the number and status of family members must be promptly reported to Landlord. Guests of Resident shall not occupy the Premises for more than 30 days in a calendar year without the written approval of Landlord.

8. **KEYS AND LOCKS:** The Resident hereby acknowledges receipt of _____ house keys, _____ mailbox keys, _____ Community Cards, and _____ garage door openers for the Premises. Locks may not be changed or added without the written permission of the Landlord. If permission is granted, the Resident shall promptly furnish the Landlord with a key to each lock, without charge to the Landlord, and the lock shall remain when the Resident vacates the Premises. Residents will be charged a replacement fee of \$10.00 for each lost key, \$25.00 for each lost Community Center card and \$50.00 for each lost or damaged garage door opener. All keys and garage door openers shall be turned in to the Landlord by the earlier of (i) twenty-four (24) hours after vacating the Premises or (ii) the move-out inspection.
9. **RESIDENT GUIDELINES & COMMUNITY HANDBOOK (HANDBOOK):** In addition to this Agreement, Resident, all Authorized Occupants and all guests of Resident shall also comply with, and shall be subject to, the terms of the Handbook as it is published on the date this Agreement is signed for the duration of their term of occupancy. The Handbook is hereby incorporated into this Agreement by this reference. Any modifications or changes to the Handbook shall be published in the Installation's newspaper [or by publication on Landlord's website]. A Resident must comply with, and shall be subject to, such modifications or changes to the Handbook effective when the Resident's original term of occupancy has ended or after 30 days' notice is given by publication of such modifications or changes. By signature(s) below, Resident acknowledges receipt of a current copy of the Handbook and agrees to comply with, and be subject to, its terms. Violation of the terms of the Handbook may result in the termination of this Agreement by Landlord and, if necessary, eviction.
10. **ASSIGNMENT AND SUBLETTING:** The Resident shall neither assign this Agreement or sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license without the prior written consent of the Landlord shall constitute a breach of this Agreement by the Resident and subject the Resident to eviction and/or claims by the Landlord for monetary damages.
11. **USE AND QUIET ENJOYMENT:** The Resident will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance in violation of the Handbook (referenced in paragraph 9 above).
12. **PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**
- a. The 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 or explosives may be produced.
 - b. The Resident shall not: permit licensed or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
 - c. The Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, or that might be considered hazardous by state or county fire/safety officials and under the provisions of an insurance company policy. Should the Resident maintain said hazardous materials on the Premises, that cause injury or damage, the Resident shall be financially responsible for said injury and/or damages.
 - d. If the Resident does not comply with the restrictions in this paragraph regarding prohibited activities and illegal substances and materials, the Landlord will have the right, at its discretion; to immediately terminate this Agreement as may be allowed by applicable law. Failure of Resident to remove said materials upon written request of Landlord may, at the option of Landlord result in immediate termination of this Agreement and, if necessary, eviction.
13. **PETS:** The Resident shall be permitted to keep pets in accordance with the provisions of the Handbook and attached Pet Addendum. The Resident shall bear all legal and financial responsibilities for any injuries or damages caused by the animals.
14. **CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** The Resident shall refer to the Handbook for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.
15. **UTILITY CHARGES:** Utility charges for the Premises are initially to be paid as follows:

<u>ITEM</u>	<u>TO BE PAID BY</u>	<u>ITEM</u>	<u>TO BE PAID BY</u>
Electric	Landlord/Resident	Cable/Satellite TV	Resident
Natural Gas	Landlord/Resident	Telephone	Resident
Water	Landlord	Internet	Resident
Sewer	Landlord		
Trash/Recycle	Landlord		

RESIDENT INITIALS & DATE

LANDLORD INITIALS & DATE

Pursuant to the utility conservation program mandated by the Department of Defense (“DOD”) and supported by Congress, Fort Huachuca-YPG Communities II, L.L.C., an Arizona limited liability company dba Mountain Vista Communities (Landlord) will be facilitating the administration of the program. This effort is designed to promote conservation of natural resources and reduce utility consumption.

It is understood that a utilities consumption baseline (“Utility Baseline”) is established for all homes based on criteria that includes the square footage, age, type of construction and number of bedrooms. The Utility Baseline is a reasonable average of the cost of utilities for a particular home. In most cases, the Resident’s Basic Allowance for Housing (“BAH”) will cover the cost of their monthly utilities for electricity and natural gas. However, Residents who conserve energy, which results in their monthly consumption falling below the Utility Baseline, will receive a rebate or credit. Those Residents who exceed the Utility Baseline will be responsible to pay the difference between the cost of their consumption and the baseline. Baseline averages for profiles of similar units are adjusted monthly and therefore account for seasonal changes that affect utility consumption.

The monthly statement will include the established baseline cost and the cost of the Resident’s consumption. Resident will receive a credit if consumption is below the Utility Baseline or owe a debit if consumption is above the Utility Baseline. A bill will be issued to the Resident once the outstanding balance due is greater than twenty-five dollars (\$25). Rebates will be issued to the Resident once the energy conservation savings are greater than twenty-five dollars (\$25). If the bill or rebate is less than \$25, the amount will carry over to the next month.

It is further understood that any amount due by the Resident as a result of consumption exceeding the monthly baseline, is to be paid on or before the due date indicated on the monthly statement. Should the payment not be received by the due date, the Resident’s BAH will automatically be applied to the outstanding utility balance, causing the payment for rent to fall short of the amount due. Resident will also be assessed a \$10 late fee to cover the expense of processing late payment. All BAH will be applied first to utilities and then to rent. Accounts with balances due for outstanding rent may result in possible eviction proceedings.

The Resident’s bill for Utilities shall be calculated as follows:

- a. Each Resident’s unit is equipped with a sub meter. Electric/Gas bills shall be Resident’s proportionate share of the master metered or unmetered utility provider bill(s). Resident bill for Electricity/Gas shall be based on either an estimated or actual reading as recorded by the dwelling unit sub meter. Electricity/Gas shall be calculated at the DPW/DOD rate at the time of consumption and as indicated herein. Resident may receive an estimated bill for Electricity/Gas, and Resident acknowledges that estimated Electricity/Gas will be reconciled on future billings. Resident acknowledges, that upon correction of an estimated bill for Electricity/Gas it is learned that the bill overstated charges; Resident shall be entitled to an account credit reflecting the overstated charges. It is further agreed that upon Attachment to Resident Occupancy Agreement Utility Conservation Addendum (Created 02/03/11) correction of an estimated bill for Electricity/Gas it is learned that the bill understated charges; Resident shall be responsible for such underpayment during that billing period.
- b. Resident bill for Electricity/Gas shall include the DPW/DOD rate per kwh/cf or therm and calculated as follows: the master metered or unmetered utility provider’s total monthly charges for Electric/Gas service (less dwelling unit base charges or customer service charges if applicable), divided by the total monthly Electricity/Gas consumption measured by the utility provider, multiplied by the Resident’s total monthly consumption as recorded by the dwelling unit sub meter.
- c. Resident hereby understands and agrees to pay a monthly service charge and other administrative fees as billed by the billing entity, which may be added to the Resident Utility bill. Other administrative fees are defined as Stop Payment Fee \$5.00 per incident, Returned Check Fee \$25.00 incident, and Late Fee of \$10.00 per incident. Resident hereby understands and agrees that payment for the Utility bill shall be 16 days from the date it is postmarked or hand delivered to Resident. Resident agrees to mail or deliver payment to the place indicated so that payment is received no later than the date specified on the Utility bill.

There shall be no change in the Resident’s or Landlord’s respective responsibilities for payment of said utilities pursuant to this Agreement without the Landlord providing the Resident at least 30 days prior written notice.

16. **REPAIRS:** Residents shall make no repairs to the Premises or fixtures located within the Premises without the prior written approval of the Landlord. The Resident shall immediately notify the Landlord of any damages to the Premises. The Landlord is required to maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air conditioning appliances that are provided and included with the Premises at the time the Resident enters this agreement. The Resident is required to keep all plumbing fixtures in the Premises as clean as their condition permits and use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning appliances that are provided with the Premises.
17. **DAMAGES:** Whenever damage to the premises is caused by carelessness, misuse, or negligence on the part of the Resident, his/her guests and or pets, the Resident agrees to pay the cost of all repairs and do so within thirty (30) days after receipt of the Landlord’s notice for the repair charges.

18. **SMOKING:** In accordance with the Smoke-Free Arizona Act, A.R.S. 36-601.01, smoking is allowed in private residences on Fort Huachuca. The Landlord does not prohibit smoking in or around the Premises, nor is the Resident required to disclose this information to the Landlord. The Resident hereby acknowledges that others living around them may or may not be smokers.

Due to the odor, discoloring, and residue damages caused by smoking, Resident hereby acknowledges that they will be responsible for any and all costs incurred by Landlord for maintenance, cleaning, or replacement items necessary in returning the Premises to a satisfactory rentable condition at time of move-out. Such charges may include, but are not limited to; primer, paint, flooring, window coverings, fixtures, air treatment, etc.

Smoking outside of the Premises, away from open doors and windows, may reduce potential liability. However, please be considerate of neighbors when smoking in and around the Premises.

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

20. **ACCESS DURING OCCUPANCY:** The Resident will allow the Landlord or an agent of the Landlord, to enter the Premises upon forty-eight (48) hours' notice between the hours of 7:30a.m. and 4:30p.m., Monday through Friday; 10:00 a.m. and 2: 00 p.m. on Saturdays. In the event of an emergency or if it is impractical to give notice, no notice will be required. In the event the Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need not do so beyond 24 hours. The purpose of the access is to ensure the Premises 1) can be maintained by Landlord in an efficient and timely manner in accordance with customary industry practices, 2) are not in need of repair, and 3) are being used in conformity with the provisions of this Agreement or any other purpose permitted by applicable law.

21. **PROPERTY AND LIABILITY INSURANCE:** The Landlord has not obtained personal property and liability insurance for the Resident. The Resident is required to obtain and maintain general liability insurance coverage of a minimum of \$100,000 for the duration of their tenancy at their sole cost and expense. Resident's Renters Insurance Policy shall name Fort Huachuca-YPG Communities II, L.L.C. at 2317 Smith Street, Building 52065, Fort Huachuca, Arizona 85613 as an additional insured. Resident is strongly encouraged to insure personal property in an amount sufficient to cover the resident's property. The Resident acknowledges that the Landlord is not responsible for the Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Resident's loss.

22. **DESTRUCTION OF PREMISES:** If the Premises or any part thereof become uninhabitable as a result of fire or other casualty, the Resident may immediately vacate the premises and terminate this Agreement, provided that he or she notifies the Landlord of the decision within one week after vacating. If the Resident fails to notify the Landlord within one week of such event, the Resident remains liable for rent until the date that the Landlord receives actual notice. Should Landlord determine that the Premises are uninhabitable due to the negligence of the Resident the Resident will be liable for the rent for the term of the original Agreement or until the Premises are reoccupied, whichever occurs first.

23. **LIMITATION OF LIABILITY:** Except for any damages, injuries or losses to person or property caused by or resulting from the acts or omissions of the Landlord, the Landlord's agents, servants, or employees, the Landlord shall not be liable to the Resident, the Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution, second hand smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the community, acts of nature, other unexplained phenomena, acts of other residents. The Resident expressly acknowledges that the Landlord has made no representations, Agreements, promises, or warranties regarding security of the Premises or surrounding community. The Landlord does not guarantee, warrant or assure the Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.**

24. **INVENTORY OF APPLIANCES:** Appliances provided (if checked)

Range/Oven (X) Refrigerator (X) Dishwasher (X) Other () _____

25. **MOVE-OUT INSPECTION OF PREMISES:** Landlord and Resident will conduct a joint move-out walk through inspection of the Premises upon the termination of this Agreement. The walk through inspection will occur not more than 30 days before the Resident ends occupancy of the Premises pursuant to this Agreement. Using the Move In/Out Checklist that was used to record the condition of the Premises at the inception of this Agreement, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Resident with a copy of the Move In/Out Checklist. The Resident shall provide the Landlord with written acknowledgment that the Resident has received a copy of the Move In/Out Checklist.

RESIDENT INITIALS & DATE

LANDLORD INITIALS & DATE

IN THE EVENT THE LANDLORD FAILS TO CONDUCT A MOVE-OUT INSPECTION AS REQUESTED BY THE RESIDENT IN COMPLIANCE WITH THIS AGREEMENT, THE LANDLORD AGREES THAT THE PREMISES WILL BE TREATED AS THOUGH AN INSPECTION WAS CONDUCTED AND NO NEW DEFICIENCIES WERE DISCOVERED.

The Resident shall provide the Landlord with the Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed the Resident by the Landlord. The Landlord will provide the Resident with an itemized statement that clearly describes any damages caused by the Resident's noncompliance with provisions of this Agreement and the charges imposed by the Landlord to repair the damage or otherwise correct the deficiencies caused by the Resident's non-compliance with this Agreement.

Any refund of rent due to the Resident by the Landlord, less any amount owed to the Landlord by the Resident for damages or other charges allowed under this Agreement, will be paid within fourteen (14) days after the Landlord's receipt of the Resident's final payment of Rent owed pursuant to this Agreement. Amounts owed the Landlord by the Resident that are not paid within 30 days of written notice of amounts due are subject to being submitted to a collection agency by the Landlord for collection.

26. **TERMINATION BECAUSE OF DEFAULT:** In the event of a failure to pay rent, the Resident will be given ten (10) days written notice to pay the amount due (plus interest and/or administrative fees) and/or vacate the Premises. In the event the Resident breaches any of the other terms of this Agreement, the Resident will be given ten (10) days written notice (as may be required by state or local laws) to either cure the default and/or vacate the Premises. In addition to the rights described above, in the event of a default by the Resident under this Agreement, the Landlord will have the right to proceed against the Resident in a court of law for eviction, enforce payment of the rent and any other charges for which the Resident is liable, and/or enforce any of the terms of this Agreement. The Landlord reserves the right to cumulatively use any and all remedies available to the Landlord under the applicable laws of the United States and/or the State of Arizona.

27. **EVICITION**

a. The Landlord may terminate this Agreement and commence an eviction action against the Resident in accordance with state and local law for Resident's failure to pay rent or for one or more violations by the Resident of this Agreement or the Handbook that: a) affect or threaten to affect the health or safety of other residents in the community; or, b) substantially interfere with the right to quiet enjoyment of other residents of the community.

b. If the Resident remains in possession of the Premises without the Landlord's consent after expiration of the term of this Agreement, the Resident is deemed to be in breach of this Agreement and the Landlord may commence an eviction action in accordance with applicable law. An eviction action may be filed no earlier than the first day following the expiration of this Agreement. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay to the Landlord's court costs, damages, and any amounts due to the holdover by the Resident as permitted by applicable law.

c. The Landlord may terminate this Agreement and commence an eviction action against the Resident immediately upon the Landlord's receipt of notice from the Army that the Resident has been barred from entering the military installation.

28. **VOLUNTARY DEMOLITION OF PREMISES:** If the Landlord chooses to voluntarily demolish the premises, the Landlord will provide the Resident one hundred and twenty (120) days written notice. The Resident may vacate the premises at any time within the one hundred and twenty (120) day period and is responsible for payment of prorated rent for the period that the premises are occupied.

29. **ABANDONMENT:** If the Resident abandons the Premises, the Landlord may, at the Landlord's option, (i) enter the Premises by any means allowed under applicable law, (ii) relet the Premises, for the whole or any part of the then expired term and receive and collect all rent payable by virtue of such reletting. The Premises and its contents may be deemed by the Landlord to be abandoned. The Landlord may peaceably enter the Premises and remove the contents in accordance with the provisions of applicable law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Resident, then the Landlord may consider any personal property belonging to the Resident and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law. The Landlord will provide the Resident with an itemized statement that clearly describes any damages caused by the Resident's noncompliance with provisions of this Agreement and the charges imposed by the Landlord to repair the damage or otherwise correct the deficiencies caused by the Resident's non-compliance with this Agreement. Amounts owed the Landlord by the Resident that are not paid within thirty (30) days of written notice of amounts due are subject to being submitted to a collection agency by the Landlord for collection.

30. **NOTICES:** Any notice required by this Agreement shall be sent to the recipient's last known address (which in the case of Resident shall be the Premises unless a change of address notice has been delivered to Landlord), by certified prepaid mail or overnight courier service. Notices shall be deemed to have been served when delivered. Notices to Landlord shall be sent to Fort Huachuca and YPG Communities II, L.L.C., PO Box 12949, Fort Huachuca, AZ 85670, Attn: Community Manager.

31. **SEVERABILITY/GOVERNING LAW:** If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect the validity of other provisions of this Agreement, and to this end the provisions of this Agreement are declared to be severable. The parties agree that this Agreement shall be interpreted and governed by the laws of Arizona or applicable federal law.
32. **CONFIDENTIALITY OF RESIDENT RECORDS.** The Landlord or managing agent shall not release financial information about a Resident or prospective Resident, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, to a third party without the prior written consent of the Resident or prospective Resident or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to the Resident or prospective Resident in the event of an emergency or to the legal representatives of the Resident to include Executors and Administrators of estates and Trustees and Guardians in the performance of their duties.
- (The confidentiality restrictions of this provision shall not apply where the Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Resident.)
33. **MODIFICATIONS:** Any modifications to the terms and conditions concerning this Agreement shall be executed in writing, signed and dated by the parties and made a part of this Agreement.
34. **CONFLICTS:** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Handbook.
35. **LEAD BASED PAINT:** For a Resident occupying a home constructed prior to 1978, the Resident acknowledges receipt of the booklet published by the U.S. Environmental Protection Agency entitled "Protect Your Family From Lead In your Home" (EPA747-K-12-001) (June 2017) and the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards."
36. **PERIMETER SOIL:** The Resident acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Premises from the edge of the foundation to just beyond the drip-line of the roof of each building and agrees not to disturb the soil in this area.
37. **MOLD:** The Resident acknowledges that to avoid mold growth it is important to prevent excessive moisture build-up and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to the Landlord any evidence of excess moisture or mold or mildew inside the Premises.
38. **WAIVER:** No waiver of any condition, covenant or agreement expressed in this Lease shall be implied from any neglect or delay of Landlord: (a) to demand strict performance thereof, (b) to declare a forfeiture, or (c) to exercise any other remedy hereunder on account of the violation of such condition, covenant or agreement; or from any other conduct or lack of conduct by Landlord, unless such waiver shall be in writing, and no written waiver shall affect any condition, covenant, or agreement other than the one specified in the written waiver, and then only for the time and in the manner in such written waiver specially stated. Resident waives the benefit of any exemption laws of Arizona for all debts contracted for rents.

LANDLORD _____

RESIDENT _____

Signature of Agent and Date

Resident's Signature and Date

Attachments to this Resident Occupancy Agreement are:

- | | |
|---|----------------|
| a) Unit Inspection Report (where applicable) | Received _____ |
| b) Resident Guidelines & Community Handbook | Received _____ |
| c) Pet and Service Animal Addendum (where applicable) | Received _____ |
| d) Lead Information Booklet (where applicable) | Received _____ |
| e) Authorization to Enter | Received _____ |
| e) Other: _____ | Received _____ |

RESIDENT INITIALS & DATE

LANDLORD INITIALS & DATE