



HP Communities, LLC
NON-MILITARY HOUSING RESIDENTIAL LEASE
Patrick Family Housing

This **NON-MILITARY HOUSING RESIDENTIAL LEASE** (this “Lease”) is made this **1st day, May, 2017** between, HP Communities LLC, a Delaware limited liability company (“Landlord”), and (“Resident”) for the premises known as **5448 Stormy Lane, Patrick AFB, FL 32925** (the “Premises”).

1. TERM: The term of this Lease shall be for a period of twelve months beginning on **1st day, May, 2017** (the “Commencement Date”) and unless sooner terminated in accordance with this Lease, ending on **31st day, April, 2018** (the “Original Term”). Thereafter, this Lease shall be automatically renewed on a month-to-month basis except upon the occurrence of one of the following events: 1) Landlord gives Resident written notice of Landlord’s intention to terminate the Lease at least 30 days before the end of the Original Term; or 2) Resident gives Landlord written notice of Resident’s intention to terminate the Lease at least 30 days before the end of the Original Term or as otherwise provided in this Lease; or 3) Landlord and Resident execute a new lease (the Original Term and any such renewal term are collectively the “Lease Term”). When renewed on a month-to-month basis, Landlord or Resident may terminate this Lease by giving the other party a minimum of 30 days’ written notice, which 30-day period shall begin on the date Landlord or Resident receives such written notice.

2. EARLY TERMINATION BY RESIDENT: If Resident seeks early termination of the Lease as provided hereafter, Resident shall deliver to Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. For any early termination during the Original Term for reasons not described in this Lease, Resident will be responsible to Landlord for all damages provided by law, including but not limited to Rent due through the end of the Original Term, minus rents paid by a replacement resident (if any). This amount will vary depending upon how long it takes Landlord to find a replacement resident. Therefore, this amount cannot be determined in advance and it is difficult to estimate. To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate this Lease early, rather than remaining liable for Rent due through the end of the Original Term. To exercise this option, Resident must deliver to Landlord at the time of Notice To Vacate:

- a. A written notice stating that Resident has elected to exercise this option;
- b. A lease cancellation fee equal to one month’s Rent;
- c. Rent and other amounts due through the accelerated termination date; and
- d. Repayment of any rent concessions taken to include concessions up to the termination date.

Such termination fee, in addition to any prorated rent or other money owed by Resident as a result of Resident’s physical damage to the Premises beyond ordinary wear and tear, shall be paid by certified funds at the time Resident submits the required notice. When Landlord has received the written notice and payment, and has signed the notice, the Lease Expiration Date will be amended. The new Lease Expiration Date will be the date specified in the notice which must be at least 30 days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Resident’s Rent obligations after the accelerated termination date; Resident must comply with all other lease obligations.

The notice will not accelerate the Lease Expiration Date if:

- a. Resident is in default under this Lease at the time that Resident gives notice of Resident's exercise of the option;
- b. Resident provides the notice unaccompanied by the fee above; or
- c. Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the Lease Expiration Date specified in this Agreement.

If Resident fails to vacate by the date set forth in Resident's notice, the notice shall be deemed void. As permitted by state/local law, Landlord shall have the right, at its option and without further notice, to evict Resident relying upon the notice, or to continue with the tenancy in accordance with this Lease. The Landlord shall retain all remedies for non-compliance with this Lease and the Resident shall be liable for any damages for non-compliance as permitted by state/local law.

If Resident is occupying the Premises on a month-to-month basis and Resident provides thirty (30) days' notice to Landlord, there shall be no termination fee charged to Resident.

3. EARLY TERMINATION BY LANDLORD: If Resident becomes ineligible to reside in housing on the Installation because of a denial of Resident's access rights to the Installation, then this Lease may be terminated by Landlord upon thirty (30) days prior written notice to Resident. Resident agrees and acknowledges that Resident's right to occupy the Premises is expressly conditioned upon his or her continued access to the Installation. Resident is required to provide written notification to Landlord within thirty (30) days of any change in access that affects Resident's ability to reside in housing on the Installation. If Resident terminates this lease due to ineligible access to the Installation, the Resident will be responsible for above mentioned Section 2. EARLY TERMINATION BY RESIDENT.

4. RENT: At the time this Lease is signed, Resident's monthly rent shall be **\$00.00**. The following provisions shall also apply with respect to rent and any other amounts due under this Lease:

- a. Resident agrees to make rent payable to Landlord or to such other account as Landlord shall designate from time to time in writing. Rent shall be payable in advance, without demand or offset, on or before the first day of each month. 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.
- b. Rent for any partial month shall be prorated for the number of days the Premises is occupied. All pro-rations will be based on a thirty (30) day month. At move-in, Resident will pay the prorated rent for the first month in advance by check, money order, cashier's check, or certified funds. The prorated rent for the first month's rent is the sum of **\$00.00** and is due on the day of move-in.
- c. If Resident vacates the Premises on a day other than the last day of the monthly rental period, the daily rental rate due for any resulting partial rental period shall be calculated by dividing the monthly rental rate by thirty (30). Any refund of rent due Resident by Landlord, less any amount owed to Landlord by Resident for damages or other charges allowed under this Lease, will be refunded in accordance with applicable law. Amounts owed to Landlord by Resident that are not paid in accordance with this Lease are subject to being submitted to a collection agency by Landlord for collection.

5. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by Landlord on or before the fifth day of the month rent is due will be considered late and constitute a default under this

Lease. If any installment of rent is not received by Landlord within **five (5)** days from the due date, Resident agrees to pay a late charge in the amount of 10% of the unpaid balance for the current month, without regard to any accrued and outstanding account balance still owed by Resident from unpaid rent or other charges for any prior month. In addition, Resident will be charged **Fifty dollars (\$50.00)** for each check returned to Landlord for non-sufficient funds. Returned checks that are received after the late fee date will incur both a non-sufficient funds fee and a late fee.

6. SECURITY DEPOSIT: Resident is required to pay a security deposit equal to **\$00.00**. The security deposit will be held as security for the complete and faithful performance of the terms and conditions of this Lease, including but not limited to, the return of the Premises to Landlord at the end of the Lease Term, together with all keys, fixtures, facilities and appliances in the same condition as received, except for normal wear and tear. After termination of this Lease and delivery of possession of the Premises to the Landlord, and after full payment by Resident(s) of all rent or other monies due to the Landlord, the security deposit will be returned to Resident, less any necessary deductions within the parameters of the local law. Information regarding a pet deposit and/or pet fee is available in the Pet Policy Addendum, which is hereby incorporated and made a part of this Lease.

7. NUMBER OF OCCUPANTS: Resident agrees that the Premises shall be occupied by Resident’s immediate family consisting of _____ adult(s) _____ children and _____ pet(s). See Paragraph 8 with regard to occupants other than immediate relatives. The occupants of the Premises other than Resident are:

<u>Name (Last, First)</u>	<u>Relationship</u>	<u>Sex</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. USE OF PREMISES: Resident acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, including any business purposes, whatsoever except as otherwise provided in this Lease and conducted in accordance with the regulations contained in the Resident Guidelines. Occupancy by more than one family is prohibited. For purposes of this Lease, “Immediate Relatives” are defined in the Resident Guidelines. Immediate relatives of Resident and Resident’s spouse may be considered normal Residents of the household and are not “Social Visitors,” regardless of the period of stay. Social visits are limited to thirty (30) days, except that social visits by anyone residing within a twenty (20) mile or sixty (60) minute commuting area of the Installation (whichever is longer) are limited to no more than two (2) days. Resident must register and obtain written approval from Community Manager for guests staying longer than thirty (30) days.

9. MOVE-IN/INSPECTION AT COMMENCEMENT OF OCCUPANCY: Resident hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to Resident in good order and repair, and that the Premises were in a safe, clean and habitable condition. If after moving in, Resident discovers any latent defects, then Resident shall have five (5) business days from the date of move-in to provide written notice of such defects to Landlord. Landlord will add this written notice to Resident's file as part of the Move In Report and will address all such defects within fifteen (15) days of receipt of written notice. Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that damages to the Premises, that are not described on the Move-In Report as existing prior to Resident's occupancy and that exceed ordinary wear and tear, are subject to being repaired by Landlord at Resident's expense unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another Resident.

10. KEYS AND LOCKS: Resident hereby acknowledges receipt of 2 home keys, mailbox keys, 2 garage openers, key fobs, and other amenity keys. Resident shall deliver all keys for the Premises to Landlord within twenty-four (24) hours of vacating the Premises. Locks may not be changed or added without the written permission of Landlord. If permission is granted, Resident shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Resident vacates the Premises. Resident will be charged **\$25 per key** if Resident fails to return any home key(s) and/or mailbox key(s) upon termination or expiration of this Lease. Garage door openers, key fobs and other amenity keys will be charged at **\$75 per key** if they are not returned by Resident upon termination or expiration of this Lease.

11. ASSIGNMENT AND SUBLETTING: Resident shall neither assign this Lease nor 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 Landlord shall constitute a breach of this Lease by Resident and subject Resident to eviction and/or claims by Landlord for monetary damages.

12. NUISANCE: 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 Resident Guidelines.

13. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

a. Resident, Resident's family member(s), guests, or invitees shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach of this Lease by Resident and will, at the option of Landlord, permit immediate termination of this Lease.

b. Resident, Resident's family member(s), guests, or invitees shall not: permit 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, without the written permission of the Air Force Base Installation Commander (the "Installation Commander").

c. Resident, Resident's family member(s), guests, or invitees 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, on the Premises or that might be considered hazardous or extra hazardous by state or county fire/safety officials and under

the provisions of an insurance company policy. Should Resident maintain said hazardous materials on the Premises, that cause injury or damage, Resident shall be financially responsible for said injury and/or damages. Failure of Resident to remove said materials upon written request of Landlord shall permit Landlord to immediately terminate this Lease.

14. RESIDENTIAL BUSINESS: Resident may, with written permission of Landlord, which permission shall not be unreasonably withheld, conduct a residential business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. If Resident conducts a residential business on the Premises, Resident is required to comply with and is subject to inspection for compliance with Government standards. If Resident conducts a family child care business on the Premises, Resident is required to comply with the Installation's Child Care Program requirements. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions shall be made to accommodate Resident's business. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold harmless Landlord for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of Resident's business.

15. ANIMALS / PETS: Resident shall be permitted to keep domestic animals as set forth in the Pet Policy Addendum, which is hereby incorporated and made a part of this Lease. No animals may be housed on the Premises without prior written consent of Landlord. Resident shall be legally and financially responsible for any injuries or damage caused by such animal and shall comply with the provisions and all associated fees outlined in the Pet Policy Addendum and Resident Guidelines.

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

17. UTILITIES: Rent includes the following utilities during the term of this Lease: water, sewer, trash collection and recycling. Resident shall separately pay for certain other utilities or services, such as gas, electric, telephone, cable television and internet service. Resident shall be responsible for notifying the appropriate companies to arrange for any such utilities or services.

Landlord shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to Resident's Premises, unless such loss or damage was the direct result of the willful misconduct or gross negligence of Landlord or Landlord's employees. Resident agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or sub-metering system or device. Resident agrees to allow Landlord to estimate consumption if the Resident's sub-meter is broken or otherwise does not transmit a meter reading until the meter is repaired.

18. MAINTENANCE AND REPAIRS: Resident shall make no repairs to the Premises or fixtures located within the Premises without the written approval of Landlord. Resident shall immediately notify Landlord of any damage to the Premises. Landlord shall make a diligent effort to repair or remedy the condition at the Premises in accordance with the maintenance procedures provided in the Resident Guidelines. If the condition was caused by Resident, Resident's family member(s), guests or invitees, Landlord may make the repair and Resident will be held responsible for the costs. The Resident Guidelines contain additional information on the maintenance of the Premises and landscaping responsibilities.

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

20. ACCESS DURING OCCUPANCY: Landlord and Landlord's representatives may enter the Premises at reasonable times, in order to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services or exhibit the unit to prospective new residents, workmen or contractors.

- a. Unless there is an emergency, or it is not practical to do so, Landlord shall give Resident forty-eight (48) hours' notice of its intent to enter the unit. In an emergency, Landlord may enter the rental unit without notice or the consent of Resident.
- b. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. Landlord will not abuse this right of access or use it to harass Resident.

21. DESTRUCTION OF PREMISES: In case any buildings on said Premises, or any part thereof, without any fault or neglect of Resident, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Resident may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall terminate and Resident shall have no further obligations hereunder. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligent or willful act of Resident, Resident's family member(s), guests or invitees.

22. RENTER'S INSURANCE / PROPERTY AND LIABILITY INSURANCE: Resident acknowledges that, to the maximum extent possible under applicable law, neither Landlord nor the United States of America, acting by and through the Secretary of the Air Force (the "Government"), has any liability whatsoever for any loss or damage to Resident's personal property or leasehold improvements. Renters Insurance Addendum will outline the details of coverage in Exhibit 16.

23. DISCLAIMER OF LIABILITIES: Landlord shall not be liable to Resident, Resident's family member(s), guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the community, acts of nature, other unexplained phenomena, acts of other Residents, or any other cause not the result of the negligence of Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community. Landlord does not guarantee, warrant or assure Resident's personal security.

24. NOTICES: Unless otherwise provided, any notice provided for in this Lease shall begin to run on the date such notice is delivered. If the Premises are vacated pursuant to such notice on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by 30 days in the month and multiplying it by the number of days the Premises was occupied. If properly sent to the recipient's last

known address, by 1st class mail as evidenced by a certificate of mailing postage prepaid, notice shall be construed as delivered as of the postmark date of sender's mail receipt form in the case of certified or registered mail. Notices to Landlord shall be sent to:

HP Communities, LLC
c/o Falcon Group Property Managers, LLC
5448 Stormy Lane
Patrick AFB, FL 32925

25. EXIT INSPECTION OF PREMISES: It shall be Resident's responsibility to request an exit walk through inspection of the Premises with Landlord. The walk through inspection must be requested in writing before Resident ends occupancy of the Premises pursuant to this Lease, and may be done as part of the notice to vacate. Resident must schedule such walk through inspection within five (5) days before Resident ends occupancy of the Premises. Using the Move-In/Move-Out Report that was used to record the condition of the Premises at the inception of this Lease, Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed ordinary wear and tear, unless such damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another Resident, in which case Resident will not be charged for such damages. Landlord shall sign and provide Resident with a copy of the Move-In/Move-Out Report. Resident shall provide Landlord with written acknowledgment that Resident has received a copy of the Move-In/Move-Out Report.

- a. In the event Landlord fails to conduct an exit inspection requested by Resident in compliance with this Lease, Landlord agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies were discovered.
- b. In the event Resident fails to request an exit inspection in writing, or fails to attend a scheduled exit inspection and does not have a proxy attend such scheduled exit inspection, Resident agrees to any new deficiencies of the Premises discovered by Landlord and documented on the Move-Out Inspection Report.
- c. Resident shall provide Landlord with written notice of Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed Resident by Landlord or any balance due to Landlord by Resident. Landlord will provide Resident with an itemized statement that clearly describes any damages beyond normal wear and tear.

26. TERMINATION BECAUSE OF DEFAULT: If Resident materially fails to comply with any of the terms of this Lease and the Resident Guidelines and if such default continues for seven (7) days after a written notice to cure the default has been delivered to Resident (except that only a 6-day written notice shall be required if the default consists of failure to pay rent), Landlord may terminate the Lease and recover possession of the Premises as permitted by law. If Resident's failure to comply with any of the terms of this Lease and the Resident Guidelines causes or threatens to cause irreparable harm to any person or property within the Family Housing community, or Resident is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any such person or property, Landlord may, without notice, remedy the breach and bill Resident as provided by law; immediately terminate the Lease upon notice to Resident and bring an action for summary possession; or do both. All non-exempt personal property of Resident in the Premises is subject to a contractual lien to secure the payment of rent.

27. EVICTION

- a. Landlord may terminate this Lease and commence an action for eviction and /or summary possession to recover possession of the Premises in accordance with federal, state and local law for Resident's failure to pay rent, for any material breach of this Lease, for one or more violations of the Resident Guidelines, or for any other actions that:
 - i. affect or threaten to affect the health or safety of other residents in the community;
 - ii. substantially interferes with the right to quiet enjoyment of other residents in the community; or
 - iii. cause Resident or any other occupant of the Premises to be denied housing eligibility by the Installation Commander due to sex offender status.
- b. If Resident remains in possession of the Premises without Landlord's consent after expiration of the term of the Lease, Resident is deemed to be in breach of this Lease and Landlord may commence an eviction and/or summary possession action. On retaining possession beyond the rental period without consent of Landlord, Resident shall be obligated to pay Landlord's attorney fees, court costs, and any ancillary damages due to the holdover by Resident.

28. ABANDONMENT: Abandonment shall be deemed to have occurred if Resident: wrongfully quits the Premises and indicates by words or deeds of his or her intention not to resume tenancy or leaves personal property within the Premises after the termination of the Lease. If Resident abandons the Premises or any part thereof, Landlord may, at Landlord's option, relet the Premises by any means allowed under applicable law without being liable to Resident for damages or for payment of any kind whatsoever and may, at Landlord's discretion, as agent for Resident, enter the Premises or any part thereof, for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such re-letting. The unit and its contents may be deemed by Landlord to be abandoned. Landlord may peaceably enter the unit and remove the contents in accordance with the provisions of applicable law. At Landlord's option, Landlord may charge the Resident an amount no greater than two times the amount of Resident's monthly rent. If Landlord's right of re-entry is exercised following abandonment of the Premises by Resident, then Landlord may consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner allowed under applicable law.

29. RIGHT TO RELOCATE: Landlord reserves the right to relocate Resident to another housing unit on the Installation due to construction, renovations, or habitability conditions. Landlord will give Resident no less than thirty (30) days prior written notice of the date that Resident must vacate the Premises. Relocations for construction, renovations or habitability conditions not caused by Resident will not be at Resident's expense. However, for relocation due to habitability deficiencies caused by Resident, Resident's family member(s), guests, or invitees, Resident will pay for relocation expenses in addition to the cost to repair such habitability deficiencies.

30. DEBARMENT: If Resident or Resident's family member is debarred from the Installation by the Installation Commander, in his or her sole discretion, in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids Resident's status as a Resident authorized to reside in family housing at the Installation, Resident shall vacate the Premises and remove all personal property from the Premises, no later than thirty (30) days from the date of such debarment. It shall then be lawful for Landlord to enter into said Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease shall terminate. However, Landlord 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 Landlord. In the case of any such default and entry, Landlord may re-let the Premises for the remainder of the Lease Term and recover from Resident any deficiency between the amount so obtained and the rent herein required to be paid. If Resident terminates lease due to ineligible access to the Installation, the Resident will be responsible for above mentioned Section 2. EARLY TERMINATION BY RESIDENT.

31. OCCUPANCY OF A UNIT WITH SPECIAL ACCESSIBILITY FEATURES: If Resident accepts and occupies a Premises with special accessibility features or readily adaptable features, and no one in Resident's household requires such special accessibility features, then Resident agrees to relocate to another unit at any time Landlord notifies Resident that the Premises is needed to accommodate another Resident with a special accessibility requirement. Landlord will give Resident no less than thirty (30) days written notice of the date that Resident must vacate the Premises. Resident's relocation costs shall be paid by Landlord. A Resident who accepts and occupies Premises with special accessibility features or readily adaptable features shall sign an ADA Housing Addendum at the time of this Lease execution to further document consent to this agreement.

32. TRANSITION TO MILITARY: Resident may terminate this Lease if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may terminate this lease if:

- a. Resident is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- b. Resident (i) receives orders for permanent change-of-station or (ii) receives orders to deploy with a military unit or as an individual in support of military operations for 90 days or more.

Resident must furnish Landlord a copy of Resident's military orders, such a permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. For the purposes of this Lease, orders described in (b) above will only release (i) the Resident who qualifies under (a) and (b) above and receives orders during the term of the Lease and (ii) such Resident's spouse or legal dependents living in the Resident's household. After Resident moves out, Landlord will return Resident's security deposit, less lawful deductions.

33. DEATH OF RESIDENT: In the case of Resident's death, Resident's surviving spouse or another adult occupant in Resident's immediate family who is residing in the Premises at the time of the Resident's death shall have the right to either terminate this Lease on thirty (30) days written notice or continue the lease for the original lease term. If the Resident chooses to continue the lease through the original lease term, the rent will be at the same rate that was being paid at the time of the Resident's death. Additionally, the new Resident will be required to submit an application and will need to qualify as a new Resident.

34. 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.

35. CONFIDENTIALITY OF RESIDENT RECORDS. Landlord or managing agent shall not release financial information about Resident or prospective Resident, other than Resident's rent payment record and the amount of Resident's periodic rental payment, to a third party, except for the Government and

its agents, without the prior written consent of Resident or prospective Resident or upon service on Landlord of a subpoena for the production of records. This section shall not preclude Landlord from releasing information pertaining to Resident or prospective Resident in the event of an emergency or to the legal representatives of Resident to include Executors and Administrators of estates in the performance of their duties. The confidentiality restrictions of this provision shall not apply where Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by Resident.

36. MODIFICATIONS: Any modifications to the terms and conditions concerning this Lease shall be executed in writing, signed and dated by the parties and made a part of this Lease.

37. CONFLICTS: The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guidelines. In the event of a conflict between any addendum to this Lease and any provision within the Lease or Resident Guidelines, the addendum shall govern and control.

38. DISPUTE RESOLUTION: Resident and Landlord agree to resolve any differences between themselves in accordance with Landlord's dispute resolution policy, which has been provided to Resident and is hereby incorporated and made a part of this Lease. If Resident and Landlord cannot resolve a dispute after completing the dispute resolution process, then Resident must seek independent legal advice and/or resolve the dispute in accordance with the local applicable laws.

39. RESIDENT GUIDELINES: Resident acknowledges receipt of a copy of the Resident Guidelines and agrees to abide by its terms. Any changes to the Resident Guidelines shall be effective only after 30 days' notice is given to Resident unless such changes involve the safety, health or welfare of Resident, in which case it will be effective immediately. Such changes will be published on the community website. The Resident Guidelines, together with any addenda, attachments, exhibits and schedules attached hereto, are hereby incorporated into this Lease and made a part hereof.

40. EXTENDED ABSENCES: Resident shall notify Landlord of absences from the Premises of more than 7 days ("Extended Absence") no later than the first day of such absence. During any Extended Absence of Resident, Landlord may enter the Premises as is reasonably necessary for inspection, maintenance and safekeeping, however, the Landlord is not responsible for Premises during Resident absence.

41. INSTALLATION COMMANDER'S RIGHTS NOT IMPAIRED: Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander as established in law, regulation, military custom, or elsewhere. The Installation Commander has the inherent authority and obligation to ensure good order and discipline on the Installation. The Military Rules of Evidence recognize the power of the Installation Commander to authorize searches of military property and property situated on a military installation. As a result, all of the Installation (including, without limitation, the Premises, occupants of the Premises, their guests, and personal property of the occupants and their guests) is under military control and is subject to the Installation Commander's authority. The authorities of the Installation Commander include, but are not limited to, the following:

- a. The authority to provide force protection and police protection services and firefighting and fire protection services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the government for privatized housing on the Installation.
- b. The authority to promulgate and enforce security regulations and restrict public access to the

Installation, to include regulations delineating parameters for authorized entry to or exit from the Installation, pursuant to 50 U.S.C. § 797

- c. The authority to conduct background checks on contractor employees, privatized housing employees, and privatized housing applicants and residents.
- d. The authority to bar individuals, to include individuals residing in any privatized housing unit, from the Installation pursuant to 18 U.S.C. § 1382 and Department of Defense Instruction 5200.8.
- e. The authority to conduct inspections or searches of individuals entering, leaving, or present on the Installation pursuant to Military Rule of Evidence 314, 10 U.S.C. § 802 et seq. and 50 U.S.C. § 797.
- f. The authority to issue search authorizations based on probable cause on the Installation pursuant to Military Rule of Evidence 315, 10 U.S.C. § 802, et seq. and 50 U.S.C. § 797.
- g. The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installations in accordance with 50 U.S.C. § 797 and Department of Defense Directive 5200.8.
- h. The authority to exercise emergency health powers on the Installation pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.
- i. The authority to (i) establish procedures for the mandatory disclosure of information regarding sex offender status from privatized housing applicants, residents, and other occupants; (ii) approve or disapprove applications from persons seeking to rent privatized housing units when either an applicant or another prospective occupant of the unit is a convicted or registered sex offender, or is required to register as a sex offender, and (iii) issue debarment orders to anyone residing in a privatized housing unit or to any visitor pursuant to Installation policy.

Any references to statutes, directives, regulations, or instructions set forth above shall be deemed to refer to both those authorities in effect at the date of execution of this Lease and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

42. ADDITIONAL ITEMS: Landlord will require Resident to sign some or all the addenda or other documents listed below, and will place a check next to those items which are being signed by Resident and made a part of this Lease. RESIDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING DOCUMENTS AND UNDERSTANDS SUCH DOCUMENTS ARE HEREBY INCORPORATED AND MADE A BINDING PART OF THIS LEASE:

- RESIDENT GUIDE - Exhibit 1
- LEAD-BASED PAINT ADDENDUM - Exhibit 2 (If Applicable)
- ASBESTOS ADDENDUM - Exhibit 3 (If Applicable)
- MOLD ADDENDUM - Exhibit 4
- PET POLICY ADDENDUM - Exhibit 5
- PET RECORD - Exhibit 6 (If Applicable)
- PERMISSION TO ENTER ADDENDUM - Exhibit 7
- CONSENT TO RELOCATE ADDENDUM - Exhibit 8 (If Applicable)

- ADA HOUSING ADDENDUM - Exhibit 9(If Applicable)
- RADON ADDENDUM - Exhibit 10 (If Applicable)
- HISTORIC HOME ADDENDUM - Exhibit 11 (If Applicable)
- BASEMENT DAMAGE ADDENDUM - Exhibit 12 (If Applicable)
- CONCESSION ADDENDUM - Exhibit 15 (If Applicable)
- RENTER’S INSURANCE ADDENDUM – Exhibit 16

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

Landlord

HP Communities, LLC, a Delaware limited liability company

By: Falcon Group Property Managers, LLC, a Delaware limited liability company, its Authorized Agent

By: _____

Name: _____

Title: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____