

calendar year) RESIDENT agrees that such adjusted amount (minus the utilities allowance the amount of which, although not the percentage, is subject to being increased or decreased based on the increases or decreases in the average annual utility cost for the unit type of the PREMISES) will become the Rent for the remainder of the TERM and RESIDENT further agrees to execute the necessary documents within three (3) duty days of the effective date of such BAH increase or decrease for the adjusted allotment to be electronically transferred to LANDLORD. If RESIDENT's Grade changes during the TERM, the monthly rental amount will be adjusted to reflect RESIDENT's new Grade as of the effective date of the Grade change, as referenced above. In the event RESIDENT loses his/her military entitlement to quarters (i.e. divorce, separation, loss of dependents, etc.), he/she must notify LANDLORD in writing within five (5) duty days. The loss of entitlement may require the RESIDENT and all occupants to vacate the quarters within thirty (30) days from the date LANDLORD receives such notification. Following loss of entitlement, LANDLORD must approve continued residency of RESIDENT at current PREMISES.

5. PETS

RESIDENT may keep up to two (2) pets without the payment of any deposit so long as RESIDENT continuously resides in privatized housing at WPAFB. If pets prove to be disruptive to neighbors (either through noise, smell, or threatening, or other nuisance behavior (nuisance being defined as "that which causes trouble, annoyance (ex. prolonged barking or howling) or causes damage to private or public property")) or inflict damage on the PREMISES, LANDLORD may terminate this Lease on thirty (30) days notice. As referenced in the Resident Handbook, RESIDENT must clean up feces and other animal waste daily. Also, RESIDENT shall be responsible for payment for the cost of repairs to any property damage caused by pets. Pets must be kept at all times within the PREMISES, within an enclosed area (i.e., a fenced yard) or on a leash under a person's control. RESIDENT agrees to register pets with Greene County and comply with all relevant WPAFB instruction pertaining to micro-chipping and all policies regarding animal welfare.

6. CONDITION OF PREMISES

LANDLORD and RESIDENT shall, unless right to inspection is waived by RESIDENT, participate in a "move in" inspection prior to, or simultaneous with, RESIDENT taking occupancy of the PREMISES to confirm that the PREMISES are in good physical condition and clean, and that all appliances and smoke detectors are in proper working order. RESIDENT shall provide the "Supplemental Inspection Report" to LANDLORD at move-in or within fifteen (15) business days of move-in. The LANDLORD expressly warrants that, to its actual knowledge, at the time of RESIDENT move-in, the PREMISES leased to the RESIDENT are adequately fit for human habitation, shall be in safe and sanitary condition and shall meet applicable federal, state, and local housing habitability standards. Further, LANDLORD agrees to either: (i) make all necessary repairs needed for reasonable habitability within fifteen (15) business days from the date of receipt of written notice from the RESIDENT advising LANDLORD of a habitability deficiency (or such longer period of time as may be agreed upon by the RESIDENT and LANDLORD); or (ii) relocate RESIDENT to a reasonably comparable PREMISES within a reasonable period of time, not to exceed five (5) business days from the date of LANDLORD's receipt of written notice from RESIDENT advising of habitability deficiencies. Such a relocation will be at no cost to RESIDENT.

7. UTILITIES

Utilities made available to RESIDENT by LANDLORD as part of the monthly rent include water, sewer, and trash collection and disposal. Such utilities do not include electric, natural gas, cable television, telephone service, Internet service, or other communications services. It is the responsibility of the RESIDENT to obtain and/or pay for such additional utility services, as desired.

8. USE AND OCCUPANTS

RESIDENT agrees that the PREMISES shall be used only as the personal residence of RESIDENT, and the following people (referred to collectively herein as "**Occupants**"):

Name	Age	Relationship to RESIDENT

RESIDENT and Occupants are subject to the terms of this Lease, and RESIDENT is responsible for the conduct of all Occupants, guests and invitees.

RESIDENT acknowledges that the PREMISES consist of a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. 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 by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to thirty (30) days. The RESIDENT agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two days. Occupancy of the PREMISES by individuals other than the Occupants listed above without the express prior written permission of the LANDLORD shall be a default under this Lease. RESIDENT must provide prior written notice to the LANDLORD of any temporary guests or visitors staying in the PREMISES for a period EXCEEDING THIRTY (30) DAYS.

RESIDENT will not use or occupy said PREMISES for any unlawful purpose, and will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of Greene or Montgomery (as the case may be), WPAFB and all governmental authorities or agencies, and of all municipal departments, bureaus, board or officials inspecting said PREMISES and the use and occupation thereof.

RESIDENT or Occupants may, with written permission of the LANDLORD, which permission shall not be unreasonably withheld, conduct a business in the PREMISES of a type permitted by Government regulations governing the conduct of business activities in military family housing. RESIDENT or Occupants conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for compliance with Government standards. LANDLORD'S granting of permission is not a warranty that the PREMISES are suitable for the conduct of the subject 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 the business. RESIDENT or Occupants are 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 the business.

9. 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. All of the Installation (including, without limitation, any unit (PREMISES) located on the Installation) 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:

- The authority to provide force protection and police protection services in accordance with 10 U.S.C. §2872a at levels deemed appropriate by the Government for on-base privatized housing.
- 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. Such rules shall accord privatized housing employees of management and its affiliates who have passed an agency background check unescorted access (with escort privileges) to the Installation.
- The authority to conduct background checks utilizing the most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to contractor employees, privatized housing employees, and privatized housing residents pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.
- 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.

- 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.
- 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.
- The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installation in accordance with 50 U.S.C. §797 and Department of Defense Instruction 5200.8. Exercises with the potential to disrupt privatized housing operations will be pre-coordinated with RESIDENT at least 24 hours in advance.
- 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.
- 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 lease signing and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

10. DEBARMENT FROM INSTALLATION

If RESIDENT or an Occupant is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the RESIDENT'S status as a Target Tenant, the RESIDENT shall no longer be eligible to lease the PREMISES, the Lease shall be terminated and the RESIDENT shall vacate the PREMISES no later than 30 days from the date of the loss of status as a Target Tenant. A **"Target Tenant"** is defined to mean any active duty member of the armed forces (as defined in 37 U.S.C.A. § 101) who is accompanied by dependants (as defined in 37 U.S.C.A. § 401), and who is assigned to, or eligible for, on-base housing at WPAFB. 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 and everything contained therein shall cease and be void. However, the 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 the RESIDENT, shall be equivalent in every respect to actual entry by the LANDLORD. In the case of any such default and entry by the LANDLORD, said LANDLORD 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.

11. NONSEVERABLE UNITS

The Installation Commander shall have the authority to restrict nonseverable units to Target Tenants and Other Eligible Tenants, other than members of the general public. **"Other Eligible Tenant"** is defined to mean any tenant who is not a Target Tenant. In the event of vacancies in such units, the Installation Commander may require that Target Tenants residing in severable units be relocated to the nonseverable units. The Government shall pay all costs of such relocation. RESIDENT hereby consents to such relocation, at the direction of the Installation Commander.

12. KEYS & LOCKS

LANDLORD shall maintain a key to the PREMISES at the Maintenance Office. RESIDENT shall not change or add locks without written permission from LANDLORD. After consent is granted, RESIDENT shall immediately provide LANDLORD with duplicate keys. In the event RESIDENT changes the lock to the PREMISES without permission from the LANDLORD, any damages that may result to the PREMISES as the result of LANDLORD not being able to gain access to the PREMISES shall be borne by RESIDENT. RESIDENT shall be liable for replacement cost should any lock be removed. Upon termination of this Lease, RESIDENT shall surrender to LANDLORD all keys to the PREMISES. Additional keys or replacement of lost keys may be obtained without cost at the Self Help Store.

13. ABSENCE FROM PREMISES

The RESIDENT shall notify LANDLORD and Security Forces in writing or by electronic means of an anticipated extended absence from the PREMISES in excess of five (5) days for any reason. RESIDENT shall make arrangements for security, prudent care (as defined under RESIDENT responsibilities in the Resident Handbook), and periodic inspection of the PREMISES. RESIDENT shall provide LANDLORD with the name and contact information of the person who shall have access and perform

normal RESIDENT maintenance. In the event the military member is deployed, the military member must notify LANDLORD within five (5) duty days of official notification of deployment.

14. DEPLOYMENT

If RESIDENT has extended absence from the PREMISES, (i.e. deployment, extended TDY, etc.), RESIDENT must notify LANDLORD within five (5) duty days of notification to proceed. RESIDENT must ensure that remaining Occupants have required documentation to act on behalf of RESIDENT in all matters related to the PREMISES.

15. ASSIGNMENTS AND SUBLETTING

RESIDENT may not sublet the PREMISES or assign this Lease.

16. DAMAGE, REPAIR AND ALTERATIONS

RESIDENT agrees not to make any alterations to the PREMISES without prior written consent of LANDLORD. Any alterations made by RESIDENT and accepted by LANDLORD shall remain and be surrendered at termination of this Lease. RESIDENT's painting of the interior walls with flat or semi-gloss type paint at RESIDENT's expense is permitted, however, all walls must be returned to original color and condition at the end of the TERM. Except for normal wear and tear, RESIDENT agrees to pay reasonable charges for repair of intentional or negligent damage to the PREMISES or appliances caused by RESIDENT, family members, pets, or guests. In addition, as set forth in Paragraph 5, "PETS," above, RESIDENT remains strictly liable for any and all damages caused by pets, even in the absence of intent or negligence.

17. FITNESS FOR OCCUPANCY / FIRE AND CASUALTY

In case any buildings in the housing area, 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 cease and be void.

The RESIDENT shall:

- a. Immediately vacate the PREMISES and notify LANDLORD of the intention to terminate the Lease, in which case the Lease terminates on the date of vacating.
- b. If continued occupancy creates no health hazard and is lawful, vacate the part of the PREMISES rendered unusable by the fire or casualty, in which case the RESIDENT's liability for rent is reduced in proportion to the diminution in the rental value of the PREMISES.
- c. If the Lease is terminated, the LANDLORD shall return all prepaid rent under ORC 5321.04. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

18. LIABILITY / NO TENANT RENTER'S INSURANCE PROVIDED

The RESIDENT acknowledges that neither the LANDLORD nor the Government has any liability whatsoever for any loss or damage to the RESIDENT's personal property or leasehold improvements. LANDLORD shall not be liable for any damages to RESIDENT's personal property or that of RESIDENT's agents, employees, guests, or invitees except as otherwise provided by law. The RESIDENT acknowledges that the LANDLORD maintains no insurance on behalf of the RESIDENT, nor does the LANDLORD have any liability for loss or damage to the personal property or leasehold improvements of the RESIDENT except as provided by law. RESIDENT is strongly encouraged and advised to secure a renter's insurance policy, which covers personal possessions against all forms of loss, and maintain it for the duration of the residency.

19. MOTOR VEHICLES, PARKING, IMPOUNDING

Motor vehicles shall be parked only in parking areas designated by LANDLORD or in the garages and driveways of units. LANDLORD may coordinate with Security Forces for the removal of vehicles improperly parked at vehicle owner's expense. Abandoned or non-operating vehicles shall not be stored/parked on the property at any time. Repairs or work that renders the vehicle inoperable for 24 hours or longer, are not authorized in driveways and parking spaces. All recreational vehicles must be properly stored in authorized areas outside of the housing areas.

20. RIGHT OF ENTRY

LANDLORD reserves the reasonable right of entry to the PREMISES for the purpose of inspection, repair or to display the PREMISES to potential tenants. LANDLORD shall provide 24-hour written notice and RESIDENT'S permission shall be obtained during normal business hours. LANDLORD reserves the right to enter without notice in the case of an emergency or abandonment.

21. RULES AND REGULATIONS

Attached to this Lease as Addendum A is a copy of the current "Resident Handbook". RESIDENT agrees to comply with all of the current rules and regulations, as defined in the Resident Handbook and which LANDLORD has adopted for the general benefit of all tenants in the community. Any violation of these rules, or any one of them, shall be cause for termination of this Lease at the option of the LANDLORD. As rules and regulations change, RESIDENT shall be provided with written notice of said change (notices shall also be provided by other means such as web-site postings and bulletin boards throughout the base). In addition to the Resident Handbook, RESIDENT shall be bound by new rules and regulations within seventy-two (72) hours of issuance of the notice. RESIDENT specifically agrees:

1. To maintain the PREMISES in a clean, safe, and sanitary condition and to dispose of all rubbish, garbage, trash, and other waste in a sanitary manner.
2. To refrain from and to cause other members of the household and guests to refrain from intentionally or negligently destroying, defacing, impairing, or removing parts of the PREMISES, appurtenances, equipment, furnishings or fixtures.
3. To conduct him/herself and require other persons on the PREMISES with his/her consent to conduct themselves in a manner that shall not interfere with or diminish a neighbor's peaceful enjoyment of their accommodations; and to conduct themselves in a manner which is conducive to maintaining the PREMISES in a decent, safe, sanitary condition; and to refrain from any illegal acts or activities while on the property.
4. To pay within thirty (30) days reasonable charges (for damage resulting from other than normal wear and tear) for the replacement or repair of damages to any portion of the PREMISES or appliances caused by RESIDENT members of the household or guests.
5. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation and any other facilities and appurtenances.
6. To not remove any of LANDLORD's furnishings, appliances, or fixtures and make no alterations, repairs, or changes, or to repaint or renovate the interior of the PREMISES or appurtenances without the expressed written consent of the LANDLORD.
7. To report any defects or water leaks immediately to the LANDLORD and be responsible for frozen pipes and other damages which result from the negligent or wrongful acts of the RESIDENT, Occupants or guests. Additionally, RESIDENT shall be responsible for any damage caused by inadequate ventilation or failure to use or improper use of the HVAC system, which may contribute to damage to the PREMISES (i.e. freezing of pipes and fixtures, mold growth, etc.).
8. To utilize care such that carpet and pad, where applicable, are not damaged as a part of the cleaning process.
9. To refrain from storing, or having on the PREMISES or grounds, any hazardous or flammable materials with the exception of common household materials. Hazardous materials and non-household batteries must not be left in totes; they must be disposed of in accordance with the requirements of the Hazardous Waste Collection Center at the Regional Landfill. Hazardous waste may not be poured down sink drains, toilets, and sanitary sewer drains, on the ground, or into storm sewers.
10. To maintain all smoke detection devices, fire extinguishers, and carbon monoxide detection devices on the PREMISES

in good working order and to promptly notify the LANDLORD of any malfunction.

- 11. To maintain patios, porches, and decks in good order ensuring access to emergency exits. Patios, porches, and decks are not to be used for unsightly storage.

LANDLORD hereby agrees that if RESIDENT pays the rent and keeps and performs the covenants of this Lease and the Resident Handbook incorporated herein, which RESIDENTS are required to keep and perform, RESIDENT shall peaceably and quietly hold, occupy and enjoy said PREMISES, during said TERM, without any hindrance or interference by said LANDLORD or any persons lawfully claiming under LANDLORD.

22. NOTICE

Any notice to RESIDENT addressed to the RESIDENT’s PREMISES and LANDLORD at the following address shown shall be sufficient, if in writing and delivered in person, electronic mail, or by U.S. mail.

(LANDLORD) MANAGER
The Properties at Wright Field, LLC
5924 Hickam Drive
Dayton, OH 45431
www.wpafbhomes.com

RESIDENT’S ADDRESS

23. MAINTENANCE

For emergency maintenance service, RESIDENT shall call the Maintenance Office at 937.253.3488, and select option 3. For after hours emergency service, please call **1-800-364-5999**. RESIDENT is responsible for the cost of and repairs resulting from RESIDENTS, Occupants, invitees and guests negligence or intentional actions, including (but not limited to) jammed garbage disposal, and clogged drains or toilets resulting from foreign objects. RESIDENT is responsible for yard maintenance in the summer and snow removal in the winter within 50 feet of the PREMISES as described in the Resident Handbook.

24. ADDITIONAL AGREEMENTS

(A). Lead-Based Paint

Lead Warning Statement- Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing LANDLORDS must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. RESIDENTS signature below acknowledges receipt of a federally approved pamphlet on lead poisoning prevention.

LANDLORD DISCLOSURE

(a) Presence of lead-based paint and/or lead based paint hazards (*check (1) or (2) below*):

- (1) X Known lead-based paint and/or lead based paint hazards are present in the housing (explain):

*Per records obtained from 88AMDS/SGBP, lead based paint (LBP) has been found in samples of paint from The Prairies (formerly Page Manor). Therefore it is assumed that LBP is present in the other housing areas as well.

- (2) LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to RESIDENT (*check (1) or (2) below*):

- (1) X LANDLORD has provided RESIDENT with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

*Section 3.18 of the Environmental Baseline Survey (pg. 3-22), which is available for review at reasonable times in the Management Office.

26. MILITARY CLAUSE

It is mutually agreed that RESIDENT, currently in the military service, may terminate this Lease if he/she retires, is released from active duty, is transferred (PCS) beyond a 25-mile radius of WPAFB, Ohio, or is ordered to occupy public quarters. In such cases, the RESIDENT will furnish the LANDLORD a copy of his official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of the RESIDENT (e.g., short notice assignment). This Lease will also terminate upon the RESIDENT’S receipt of orders, with a thirty (30) days written notice, for deployment for more than NINETY (90) days at the option of the RESIDENT upon the deployment. Additionally, the Lease will terminate on the RESIDENT’S death, at the option of the surviving spouse or personal representative as shown below. Occupants, as defined herein, residing in a unit on the death of the RESIDENT shall have the right to elect to either terminate their Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of the RESIDENT’S death.

27. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the State of Ohio, including without limitation, the Ohio Revised Code and the Ohio Landlord - Tenant Act.

28. ENTIRE AGREEMENT

This Lease, and the attached “Resident’s Handbook” and Mold Addendum (attached as Addendum B) constitute the complete and entire agreement between the parties and no oral statements made shall be binding upon either party it being understood and agreed that this agreement may be modified only in writing signed by the parties. The RESIDENT and Occupants signing this Lease are severally and jointly responsible for all the terms and conditions contained herein.

29. EFFECTIVE DATE

This Lease becomes effective on _____.

LANDLORD
THE PROPERTIES AT WRIGHT FIELD, LLC,
A Delaware Limited Liability Company

DATE: _____

By: _____
Its: (Authorized Agent)

RESIDENT

DATE: _____

By: _____

By: _____

Addendum A

Resident Handbook

Addendum B

Mold Addendum