

LUKE FAMILY HOUSING LEASE AGREEMENT
(Military Resident)

This LEASE ("Lease") is made on July 21, 2009, between AETC Housing, LP, ("Landlord"), and _____, (the "Resident").

1. TERM OF OCCUPANCY: The Landlord grants occupancy to the Resident and only those persons authorized by this Lease, for a term of one (1) year, the premises known as XXXX Unit XX GLENDALE, AZ 85307, (the "Premises"), for use as a dwelling only, except in accordance with paragraph 16 below, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on July 21, 2009 or the effective date of the AETC Military Housing Privatization transaction (and notice of such closing date shall be provided to Resident not fewer than seven days prior to such date) and occupancy shall end 365 days later unless extended. This Lease shall automatically extend on a month-to-month basis unless terminated by either party by giving 30 days written notice or as otherwise provided in this Lease.

2. RENT: The monthly rental rate shall equal the senior service member Resident's Basic Allowance for Housing (BAH) with dependents rate, as may be adjusted to reflect adjustments to BAH, which is currently \$0.00 per month, provided however, that if no senior service member Resident is assigned to the particular unit in the premises, the monthly rental rate shall equal the highest BAH with dependents rate as calculated for a service member of the equivalent rank assigned to the particular unit.

- (a) Payment will be made through an allotment/deduction from the senior service member Resident's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Resident's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears). If this Lease commences on a date other than the first day of the month, the rent for the month in which it commences shall be prorated on a per diem basis, and paid upon move-in.
- (b) By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the BAH and payable to the Landlord, effective the first day of the month following the date of this Agreement. Payment will be made by debit card, credit card, or money order for the prorated portion of the first month's rent for the number of days the Premises are occupied. This payment will be due on the first day of occupancy. Authorization is also given to stop the BAH allotment at the time this Agreement is terminated.
- (c) The first payment of rent by Resident shall be made on or before July 21, 2009 in the amount of \$0.00.

3. SECURITY DEPOSIT: No security deposit is required.

4. 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 Lease.

- (a) 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 \$25.
- (b) Resident also agrees to pay the Landlord an additional charge of \$25 for any returned item.

5. EARLY TERMINATION OF LEASE BY RESIDENT:

- (a) When either the Resident or Resident's spouse are members of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit, this Lease may be terminated by the Resident without payment of any penalty or liquidated damages for rent if the member:
 - (i) Retires
 - (ii) Is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard
 - (iii) Has received permanent change of station orders to depart twenty-five miles or more (radius) from the Premises; or
 - (iv) Has received orders assigning such member to government-provided quarters, resulting in the forfeiture of BAH; or
 - (v) Dies or his/her spouse dies, or is declared missing-in-action. (The spouse, next of kin or personal representative/executor of the decedent's estate may exercise early termination of this Lease or the Lease may remain in full force and effect until the Expiration Date); or
 - (vi) Is deployed for more than 90 days (The Resident or spouse may exercise early termination of this Lease or the Lease may remain in full force and effect until the Expiration Date); or
- (b) If the Resident seeks early termination of this Lease, the Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with either (i) a copy of the official orders, or (ii) a letter from the commanding officer confirming the official orders, supporting the grounds for early termination. Such notice shall also state an effective date for the termination, which date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice, unless such notification cannot be made at no fault of the Resident (i.e., short notice assignment). The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's rent owed by the Resident shall be prorated based on the date of termination and such prorated rent shall be payable at such time as would have otherwise been required by the terms of this Lease.

6. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS: The Resident is required to provide immediate notice of any change in marital or dependent status to Landlord. If a Resident's dependent or marital status changes, or the Resident is discharged from military service such that the Resident would no longer be eligible as a military Resident, this Lease shall be terminated thirty days after the change in status, unless the Landlord shall approve a different termination date, with the consent of the Installation Commander or designee, and the Resident continues to pay rent at the BAH with dependents rate.

7. EARLY TERMINATION OF LEASE FOR OTHER CAUSES: For any early termination by Resident not described in Section 5 or 6 of this Lease, Resident shall provide thirty (30) days' notice to Landlord and shall be responsible for all payments required under this Lease through such thirty (30) days. In addition, in the event the Resident wrongfully quits or abandons the Premises, the Resident agrees that the Landlord will incur damages (such as, without limitation, costs and expenses) by reason thereof and that the amount of such damages (such as, without limitation, costs and expenses) will be impractical or extremely difficult, if not impossible to determine; accordingly, the parties agree that the Resident shall pay to Landlord an amount equal to one (1) month of rent as liquidated damages as its sole and exclusive remedy for such damages due to early termination, which amount of liquidated damages is intended to be reasonable compensation to the Landlord in lieu of other remedies available to the Landlord (for such damages due to early termination) and is not intended to constitute a penalty. Resident shall also pay to Landlord any outstanding Rent, charges due to damage to the property or other amounts owed to Landlord which have previously accrued pursuant to the terms of this Lease.

8. NUMBER OF OCCUPANTS: Resident agrees that the Premises shall be occupied only by the Resident's immediate family consisting of Resident, 1 other adult(s), 0 children, together with 0 additional occupants, provided such additional occupants have been approved by the Installation Commander or designee. The occupants of the Premises other than Resident are:

Name (Last, First, M.I.)	Relationship	Sex	Age

9. SINGLE FAMILY DWELLING: Resident acknowledges that the Premises are a single-family dwelling and will be used for occupancy by one family only and for no other purposes. Occupancy by more than one family is prohibited. Immediate relatives of the Resident and the Resident's spouse may be considered normal residents of the household and are not "Social Visitors", as defined in the Resident Guide, regardless of the period of stay. For purposes of this Lease, "Immediate Relatives" are defined exactly the same as the term "Dependent" is defined in Attachment 1 to AFI 32-6001. Social visits by military members

assigned to the Installation and civilians employed at the Installation but who permanently reside outside of 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.

10. INSPECTION AT COMMENCEMENT OF OCCUPANCY: The Resident and Landlord acknowledge that, prior to signing this Lease, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Resident Guide. The Resident hereby acknowledges that, except as set forth in the attached Property Condition Report and to the extent any defects can be determined by a visual inspection, the Premises were rented to the Resident in good order and repair and that the Premises were in safe, clean and habitable condition and all appliances are in working order. The parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Resident Premises in compliance with the Arizona Residential Landlord and Tenant Act. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Resident unless cured within fifteen (15) days. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Property Condition Report as existing prior to the Resident's occupancy and that exceeds normal wear and tear or results from the Resident's deliberate or negligent acts or omissions, is subject to repair by Landlord at Resident's expense.

11. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE OR SET FORTH IN THE PROPERTY CONDITION REPORT, THE RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION AND AGREES AND ACKNOWLEDGES THAT NEITHER THE LANDLORD NOR ANY REPRESENTATIVE OF LANDLORD HAS AGREED TO REMODEL OR MAKE ANY IMPROVEMENTS TO THE PREMISES, SUPPLY OR REPLACE FURNITURE, IF ANY, OR REPLACE OR INSTALL ANY APPLIANCES OR SECURITY DEVICES.
- (b) Resident accepts existing locks as safe and acceptable. If Resident requests that Landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord. Resident shall pay for the total cost of Landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from the Resident to the Landlord, the Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Landlord shall have a reasonable time in which to comply with a written request from the Resident for rekeying, changing, installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. In the event Resident changes or adds locks or security devices, keys or access shall be furnished to Landlord.

12. SMOKE DETECTORS: When smoke and/or carbon monoxide detectors are furnished in the Premises, the Landlord shall ensure that they are fully operational on the Effective Date.

During the term of the Lease, the Resident shall be solely responsible for testing and replacing the batteries in the smoke and/or carbon monoxide detectors. The Resident shall provide written notice to Landlord if any malfunctions are noted with the smoke and/or carbon monoxide detectors. In a reasonable time following the Landlord's receipt of such notice, the Landlord shall cause the smoke and/or carbon monoxide detector to be inspected and repaired or replaced, as needed. All costs associated therewith shall be borne by the Landlord, unless such action is required due to damage to the smoke and/or carbon monoxide detector caused by the Resident or the Resident's family, guests, invitees, or occupants of the Premises, in which case all costs associated therewith shall be borne by the Resident.

13. ASSIGNMENT AND SUBLETTING: The Resident shall not assign this Lease or sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall be void and shall constitute a breach of this Lease by the Resident and may subject the Resident to removal and/or claims by the Landlord for damages.

14. NUISANCE: The Resident, occupants and guests will use the Premises in a manner that does not disturb other Residents or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination in accordance herewith and in accordance with applicable law.

15. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- (a) The Resident or their occupants 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 the Resident and will, at the option of the Landlord, permit immediate termination of said Lease if such breach constitutes a criminal or willful act which is not remediable, and which poses a threat to the health or safety of the Resident, the other occupants of the Premises, or other residents of the Community.
- (b) The Resident or their occupants shall not knowingly permit illegal or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or knowingly permit the Premises to be used for any illegal business or purpose; knowingly allow activities that would constitute a nuisance; 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 permission of the Installation Commander or designee.
- (c) The Resident or their occupants shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable, explosive, or hazardous 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 governmental officials or under the provisions of an insurance company policy, except for normal household materials in customary amounts for customary use.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection

(c), above. Should the Resident or their occupants maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of the Resident to remove said materials upon written request of the Landlord shall permit the Landlord to terminate this Lease and take such remedial action as permitted within the Arizona Residential Landlord and Tenant Act.

16. RESIDENTIAL BUSINESS: The Resident may, upon prior written permission of the Landlord, which permission shall not be unreasonably withheld, conduct a business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business will be required to comply with and are subject to inspection and compliance with Government standards. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of the 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 the Resident's business. The 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 the Resident's business.

17. ANIMALS/PETS: The Resident shall be permitted to keep domestic animals as set forth in the Pet Addendum (Attachment "C") attached hereto. No other animals may be maintained or housed on the Premises, including the exterior thereof, without the prior written consent of the Landlord. The Resident shall bear all legal and financial responsibility for any injuries or damage caused by such animals and shall comply with the provisions of the Resident Guide's specific details relating to the keeping of pets on the Premises.

18. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: The Resident shall be permitted to keep a cable, satellite dish or other television equipment set forth in the Cable/Satellite Dish Addendum (Attachment "D").

19. UTILITIES: Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
GAS	LANDLORD	CABLE TV	<u>RESIDENT</u>
ELECTRICITY	LANDLORD	SATELLITE TV	<u>RESIDENT</u>
WATER	LANDLORD	TELEPHONE	<u>RESIDENT</u>
SEWAGE	LANDLORD	HIGH SPEED INTERNET	<u>RESIDENT</u>
GARBAGE	LANDLORD	OTHER	
		OTHER	

Notwithstanding the foregoing, upon the date when the utilities have been separately metered and monitored for the Premises for one year, Resident acknowledges that a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (such portion hereinafter referred to as the "Utility Allowance"), with the Utility Allowance set from time-to-time by Landlord based upon a baseline established for the neighborhood in which the Premises

is located. One time per each calendar year or subject to the Government's prior written approval, when the average actual annual consumption for any unit type is 15% greater or less than the estimated annual consumption for that unit type, Landlord will adjust the calculation of the Utility Allowance. Once the Utility Allowance has been set, GMH Military Housing Management will decrease the Rent Allotment by the amount of the Resident Utility Allowance. The Resident would then receive that amount in their pay and would become financially responsible to the Utility Provider for their own gas and electric consumption.

This will not be applicable until your home has been metered and monitored for one year.

20. REPAIRS: Residents shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord, except as permitted in the Arizona Residential Landlord and Tenant Act. The Resident shall immediately notify the Landlord of any damage to the Premises and the Landlord shall make all repairs as required in the Arizona Residential Landlord and Tenant Act. Any cost of such repair shall be borne by Tenant if arising from Tenant's default hereunder or failure to comply with the Arizona Residential Landlord and Tenant Act. The Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the Premises, which time shall begin upon the Landlord's receipt of the Resident's written notice requesting such repairs and Resident's reasonable cooperation. Unless the condition was caused by ordinary wear and tear, the Landlord does not have a duty during the Lease term or any renewal or extension thereof to repair or remedy a condition caused by the deliberate or negligent act or omission of: (w) the Resident; (x) a lawful occupant in the Premises as permitted herein; (y) a member of the Resident's family; or (z) a guest or invitee of the Resident. Nothing contained herein shall diminish or restrict the rights and obligations established by the Arizona Residential Landlord and Tenant Act.

21. DOOR LOCKS AND SECURITY SYSTEMS: Resident acknowledges that it has tested the front-door and other locked doors and locked or unlocked windows or other means of entry and has agreed the security so provided is acceptable. Resident agrees and acknowledges that the door locks of the Premises are in good condition and fully operational. During the term of the Lease, the Resident may request, in writing, that the Landlord install, change, or re-key an otherwise operational security device in the Premises, with all costs associated therewith to be borne by the Resident. If the Resident notifies the Landlord in writing that a security device in the Premises is inoperable, the Landlord shall repair or replace such security device in reasonable time and bear all costs associated therewith, unless such action is required due to the deliberate or negligent act or omission of the Resident or the Resident's family, guests, invitees, or other occupants of the Premises, in which case all costs associated therewith shall be borne by the Resident. The Resident shall not remove, repair, or add any security devices to the Premises without the prior written consent of Landlord.

22. ALTERATIONS AND FIXTURES: The Resident shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord. Any fixtures installed by the Resident shall be at Resident's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Resident, without damage to the Premises, at the expiration of this Lease. In the event such fixture or other personal property of the Resident is not removed at the expiration of this Lease, 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.

23. ACCESS DURING OCCUPANCY: The Resident will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon forty-eight (48) hours written notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. 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 14 days. 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 shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access, without notice to the Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide.

24. DESTRUCTION OF PREMISES: If the Premises, or any part thereof, without any fault or neglect of the Resident, Resident's family member(s), guests or invitees, 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. Upon surrendering possession of the Premises, Resident shall within seven (7) days thereafter notify the Landlord in writing of his/her intent to terminate the Lease. In this case, the Lease terminates as of the date of surrendering the Premises. Alternatively, the Resident may request that the Landlord make the Premises fit for occupancy within seven (7) days of notice, and rent will begin to accrue if such Premises are made fit for occupancy within the seven (7) days. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligence or willful act of the Resident, Resident's family member(s), guests or invitees.

25. LIABILITY; INDEMNITY:

(a) Except as otherwise provided by law, including the Arizona Residential Landlord and Tenant Act, the Landlord shall not be liable to the Resident, Resident's family members, 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, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the deliberate or negligent act or omission of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community, except as otherwise provided by law, including the Arizona Residential Landlord and Tenant Act. The Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE SECURITY FORCES IMMEDIATELY.**

(b) **RESIDENT'S INDEMNITY: TO THE EXTENT PERMITTED BY THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT AND ANY OTHER APPLICABLE LAW, THE RESIDENT SHALL INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING (i) FROM THE RESIDENT'S USE OR OCCUPANCY OF THE PREMISES OR (ii) FROM ANY ACTIVITY, WORK,**

OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT IN OR ABOUT THE PREMISES .

- (c) **RENTER'S INSURANCE:** 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. The Landlord shall, at its sole cost and expense, make Resident's Renter's Insurance available to Residents. Residents must apply through the Landlord for such coverage and will be insured upon acceptance for coverage by the Landlord's insurer. Residents shall not be unreasonably refused insurance coverage. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover the Resident's personal property in the Premises including, without limitation, any property removable by the Resident under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the Resident, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for active-duty military Residents and their families. The Landlord shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy.

26. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Resident to request an exit walk through inspection of the Premises with the Landlord. At the time of written notice to vacate, Landlord will provide to Resident detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) working days before the Resident ends occupancy of the Premises pursuant to this Lease. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Lease, 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 Property Condition Report.

27. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either the Landlord or Resident materially fails to comply with any of the terms of this Lease, and if such default continues for thirty (30) days, or such lesser period required by the Arizona Residential Landlord and Tenant Act, but in no event less than ten (10) days, after a notice to cure the default has been delivered to the offending party, (except that only a 5-day notice shall be required if the default consists of a failure to pay rent when due, to the extent permitted by the Arizona Residential Landlord and Tenant Act or other applicable law), then after the expiration of the stated period, after notice is delivered, the injured party shall have the option of declaring this Lease terminated and may immediately vacate the Premises, or shall be entitled to

immediate possession of the Premises pursuant to applicable law, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Lease.

28. REMOVAL OF RESIDENT:

- (a) The Landlord may terminate this Lease and take whatever actions provided by law or equity to remove the Resident in accordance with applicable law including laws regarding notice and due process, for Resident's failure to pay rent or for one or more violations by Resident of this Lease or any other actions that:
 - (i) affect or threaten to affect the health or safety of other residents in the community;
 - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community; or
 - (iii) upon notice that Resident or a member of his or her family is or has been barred from entry onto the military installation by the Base Commander.
- (b) If the Resident willfully remains in possession of the Premises without the Landlord's consent after expiration of the term of this Lease or termination of this Lease, the Landlord may take whatever actions necessary and provided for under applicable law or equity, including, without limitation, the filing of a special detainer action. Each of the Resident's obligations under this Lease and under law is a condition for the Resident's continued possession of the Premises. If a successful action is brought either for the recovery of rent or other monies due or for enforcement of any other provision of this Lease, the Resident will pay the Landlord's court costs, reasonable attorney's fees and any ancillary damages. If the Resident prevails in any action brought by or against the Resident by Landlord, the Landlord shall be responsible for Tenant's court costs and reasonable attorney's fees.

29. ABANDONMENT:

- (a) If the Resident has been absent from the Premises, without notice to the Landlord for at least seven (7) days, if rent owed for the dwelling unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence other than the presence of the Resident's personal property that the Resident is occupying the Premises or the absence of the Resident for at least five (5) days, or if the rent owed for the Premises is outstanding and unpaid for five (5) days and none of the Resident's personal property is in the Premises, the Landlord shall send the Resident a written notice of abandonment by certified mail, return receipt requested, addressed to the Landlord's last known address and to any of the Landlord's alternate addresses known to the Landlord. The Landlord shall also post a notice of abandonment on the door to the Premises or any other conspicuous place on the Premises for five (5) days.
- (b) Five (5) days after notice of abandonment has been both posted and mailed, the Landlord may retake and rent the Premises as set forth in the Arizona Residential Landlord and Tenant Act.

30. RIGHT TO RELOCATE: Landlord reserves the right to relocate Resident due to construction and renovations or habitability conditions. Landlord will give Resident no less than thirty (30) days' advance notice. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Occupant(s) or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

31. DEBARMENT: If the Resident is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Resident shall vacate the Premises not later than thirty (30) days from the date of the debarment. Provided, however, that the Resident must comply with the terms of the debarment which are unaffected by this Lease. Accordingly, in event any conflict between the terms of the debarment letter and this Lease, the debarment letter shall control. It shall then be lawful for the Landlord to enter the 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 the Resident any deficiency between the amount so obtained and the rent herein required to be paid.

32. INSTALLATION COMMANDER RIGHTS: The Installation Commander shall have the authority to restrict non-severable units and designated historical units to Referral Residents and Other Eligible Residents other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Referral Residents residing in severable units be relocated to the non-severable or designated historical units. The Installation Commander will ensure that the Resident Lease includes a Resident Consent to Relocate Referral Residents. The Government shall pay costs of moving the Resident's personal property.

33. RESIDENT CONSENT TO RELOCATE RESIDENTS: Resident understands and agrees that he will consent to any relocation that is directed by the Installation Commander when it is necessary to separate neighborhoods from Air Force housing or to attain occupancy in designated historical homes.

34. INSTALLATION COMMANDER AUTHORITY: Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom.

35. NOTICES: Unless otherwise provided, any notice period provided for by this Lease shall begin to run on the date such notice is received. If Resident's vacating of the Premises pursuant to such notice occurs 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 in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, 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 the Landlord shall be sent to

GMH Military Housing
10 Campus Blvd.
Newtown Square, PA 19073

36. 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.

37. CONFIDENTIALITY OF RESIDENT RECORDS: The Landlord or managing agent shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, 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 a Resident or prospective Resident in the event of an emergency.

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

39. CONFLICTS: The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guide. Reference herein to the Arizona Residential Landlord and Tenant Act shall mean A.R.S. § 33-1301 et seq. This Lease shall be construed to be consistent with all terms, conditions and requirements of the Arizona Residential Landlord and Tenant Act and if any provision shall be determined to be in conflict therewith, the conflicting provision shall be of no force and effect. Nothing contained herein shall be deemed a waiver of any rights or remedies under the Arizona Residential Landlord and Tenant Act.

40. EFFECTIVENESS: This Lease shall not be effective unless and until: (a) each party has delivered to the other a fully signed copy hereof, and (b) all blanks have been appropriately filled in.

41. RESIDENT GUIDE: The Resident acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after 30 days notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits "A" - "F" are hereby incorporated herein and made a part hereof.

42. ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT: The Resident may obtain a free copy of the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's Office at the following address: SECRETARY OF STATE, Public Services Division, 1700 W. Washington, #7, Phoenix, AZ 85007, or on the world wide web at http://www.azsos.gov/publications/Residential_Landlord_Tenant_Act/

43. OWNER AND MANAGER INFORMATION:

Manager: GMH Military Housing
10 Campus Blvd.
Newtown Square, PA 19073
Phone: (610) 355-8000

Owner: AETC Housing, LP
10 Campus Blvd.
Newtown Square, PA 19073
Phone: (610) 355-8000

Landlord shall inform Resident in writing of any change in name and/or address of Manager or Owner.

Manager is authorized to receive service of process on behalf of Landlord.

RESIDENT(S) ACKNOWLEDGES RECEIPT OF THE FOLLOWING ITEMS AND UNDERSTANDS THAT THEY ARE A BINDING PART OF THIS LEASE AGREEMENT:

XX LEAD BASED PAINT ADDENDUM (Attachment "A")

XX RESIDENT GUIDE (Attachment "B")

XX PET ADDENDUM (Attachment "C")

XX SATELLITE DISH ADDENDUM (Attachment "D") (if applicable)

XX MOLD ADDENDUM (Attachment "E")

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

LANDLORD _____ (SEAL)

DATE: _____

RESIDENT _____ (SEAL)

DATE: _____