

QUALIFIED MILITARY TENANT LEASE

COMMUNITY PATRICIAN MILITARY HOUSING						
UNIT NUMBER		UNIT ADDRESS			UNIT TYPE	
CITY BELLE CHASSE		COUNTY PLAQUEMINES		STATE LA	ZIP 70037	
1. CURRENT DATE (MM/DD/YYYY)		2. LEASE COMMENCEMENT DATE (MM/DD/YYYY)			3. LEASE END DATE 11/30/2016	
4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE						
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC	f. Home Phone
5. MONTHLY RENT Rent: \$			6. PARTIAL RENT PAYMENT \$			
7. SECURITY DEPOSIT AMOUNT						
8. LATE CHARGE \$50.00						
9. RETURNED PAYMENT CHARGE \$50.00						
10. UTILITIES PAID BY LANDLORD OR RESIDENT: Pursuant to Section 8.						
11. RENT PAYABLE TO LANDLORD AT THE MANAGEMENT OFFICE LOCATED AT : [enter address] 303 RUSSELL AVENUE, BELLE CHASSE, LA 70037						

12. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above)

1a. NAME (Last, First, Middle Initial)	b. DATE OF BIRTH	c. RELATIONSHIP
2a.	b.	c.
3a.	b.	C
4a.	b.	c.
5a.	b.	c.
6a.	b.	c.

13. EMERGENCY CONTACT

a. NAME	b. RELATIONSHIP	c TELEPHONE
---------	-----------------	-------------

14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:

READ AND ACCEPTED BY:

RESIDENT

RESIDENT

RESIDENT

RESIDENT

RESIDENT

RESIDENT

RESIDENT

RESIDENT

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

LANDLORD By: PATRICIAN MANAGEMENT, INC., Authorized Agent

THIS LEASE is made on the "Current Date" listed in Box 1, Page 1, between **New Orleans Navy Housing, L.L.C**, Landlord of the subject Premises (the "Landlord"), and the individuals referenced in this Lease in Box 4, Page 1 (collectively referred to as "Resident").

THE PARTIES AGREE AS FOLLOWS:

1. **Premises.** The property to be rented is located in the Community of CHASSE VILLAGE (the "Community") at , BELLE CHASSE, LA 70037 (the "Premises") and includes the housing unit, front and back yards, garage, driveway, designated parking, carport, as applicable, and any outside storage located in the yard.
2. **Parties to Lease.** Subject to the terms and conditions of this Lease, Landlord rents to Resident and Resident rents from Landlord, the Premises referenced on Page 1 of this Lease and Section 1 above. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Landlord. The property is managed by Patrician Management, Inc., which company address and phone number is specified in Box 11, Page 1. Patrician Management, Inc. is authorized to manage the Premises on behalf of Landlord and to give and accept notices, demands and service of process on behalf of Landlord.
3. **Term/Automatic Renewal.** The initial term of this Lease is for 1 YEAR (12 MTHS) full months commencing upon the date set forth in Box 2, Page 1, and ending on the date set forth in Box 3, Page 1. After expiration of the initial term, if a new Lease has not been executed by Resident and Landlord, this Lease will automatically continue on a month-to-month tenancy, subject to any increases in Rent pursuant to Section 4. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party.
4. **Rent.**

The rent and Landlord-provided utilities ("Rent") for all Qualified Military Tenants shall be no greater than the Basic Allowance for Housing at the With Dependents rate (the "BAH") for Resident's duty station and military grade, if Resident's duty station is within a sixty (60) mile commute of the Premises, or no greater than at the With Dependents rate that would be charged for Resident's military grade at the Premises if Resident's duty station is not within a sixty (60) mile commute of the Premises. BAH for the pay grade of the Resident shall be the maximum charged for rent and utilities as discussed in Section 8. Rent shall be payable in monthly installments. The monthly Rent installment will begin in the amount specified in Box 5, Page 1, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below. If Residents are dual Military (service member married to service member), the Rent for the Premises will be no greater than the BAH of the senior service member Resident at the With Dependent's rate. If Resident's BAH rate changes at any time for any reason, Resident shall notify Landlord within ten (10) business days of the change. Resident shall be responsible for the payment of Rent at the changed rate from the effective day of any change in Resident's BAH rate and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from Landlord of the change in the amount of the monthly Rent which will take effect upon any change in Resident's applicable BAH.

If this Lease begins after the first day of the month, Resident shall pay the prorated amount based upon 1/30th of the monthly Rent. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1st) day of the following month.

- a. **Allotment Option:** Resident chooses to pay Rent in arrears on the first (1st) day of the following month through an allotment from the senior service member Resident's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the senior service member Resident's BAH rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via Allotment at Lease signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. _____ - **(Initial here to select this option.)**

- b. **Third Party Vendor Managed Allotment Option:** Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 4.a. of this Lease. Authorization is also given to stop the Allotment at the time that the Lease is terminated. The Allotment will be changed when changes occur to the senior service member Resident's BAH rate. Resident shall execute all documents that are necessary to such Allotment at signing of this Lease and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Resident takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's Rent, the Allotment may be restarted automatically if the Resident still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Resident will be considered in material breach of this Lease, unless such Allotment termination is beyond Resident's fault or control. _____ - **(Initial here to select this option.)**

- c. **UDEFT Option:** Resident chooses to pay Rent in arrears on the first (1st) day of the following month through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Resident's pay account to Landlord. The UDEFT will be changed by Resident when changes occur to the senior service member Resident's BAH rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in Resident's BAH rate. Resident shall execute all required documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via UDEFT at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. _____ - **(Initial here to select this option.)**

- d. **Direct Payment Option:** Resident chooses not to use the Allotment or UDEFT payment options and agrees to make Rent payments directly to Landlord on the first day of each month in arrears after compensations (as

recognized in the service member's Leave and Earning Statement) is received, without notice, to Landlord's office located at the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Resident. Rent payment owed by Resident pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. ____ - **(Initial here to select this option.)**

Landlord has the right to require that all payments that are not paid by Allotment, UDEFT or EFT be made by money order, personal check, cashier's check, or certified check payable directly to Landlord.

5. Security Deposit. A Security Deposit in the amount set forth in Box 7, Page 1, will be required unless Resident chooses to pay by and fills out all documents pertaining to Allotment, UDEFT or EFT. This deposit, which is non-interest bearing, is to be held by Landlord as security for the full and faithful performance of all of the terms and conditions of this Lease and any renewals of this Lease. The security deposit is not an advance rental payment and Resident may not deduct any portion of the deposit from the Rent due to Landlord. At the end of lease term, Landlord may deduct the cost to repair damages caused by Resident from allotment deposits when excess funds remain.

5.1 Resident shall be entitled to return of the said security deposit after the Premises have been vacated and inspected by Landlord provided said Premises are returned to Landlord in as good condition as they were at the time Resident first occupied same, subject only to normal decay, wear and tear. Landlord shall inspect the Premises in accordance with the Move-Out Procedures. Any portion of the security deposit due to Resident will be returned within thirty (30) days following the day the Premises were vacated. Resident is not required or otherwise obligated to make written demand on Landlord for the return of the deposit, and Landlord waives all required demands for the return of said deposit.

5.2 Deductions will be made from the security deposit to reimburse Landlord for the cost of repairing any damage to the Premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of the Lease if such damage, loss or misplacement is a result of Resident's intentional, willful or negligent act (including occupants or guests of Resident and/or occupant). Deductions will also be made to cover any unpaid amounts owed to Landlord for any such damages or loss occurring prior to termination of the Lease and for which Resident has been billed. In the event that such charges exceed the amount of the security deposit, if any, Resident agrees to pay all excess costs to Landlord upon receipt of an itemized statement of such charges, which must be furnished by Landlord to Resident no later than 30 days after the termination of Lease. In the event the security deposit is applied in payment of damages due to Resident's failure to fully and faithfully perform all of the terms and conditions of the Lease, Landlord shall retain all of its other rights and remedies. Resident shall not have the right to cancel this Lease and avoid his obligations hereunder by forfeiting the security deposit.

5.3 Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that deductions shall be made from the

security deposit for damages sustained by Landlord should Resident vacate or abandon the Premises before the expiration of this Lease, except where (i) such abandonment occurs during the last month of the term of the Lease, (ii) Resident has paid all Rent covering the entire term and (iii) either party has given the other timely written notice that this Lease will not be renewed under its automatic renewal provisions.

6. **Late Charge/Returned or Refused Payments.** Resident acknowledges either late payment of Rent or the refusal of an Allotment, UDEFT or EFT or returned checks may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. Late fee and return check policies are found in the attached Rules and Regulations. Landlord's acceptance of any late charge or returned payment charge shall not constitute a waiver as to any default of Resident. Landlord's right to collect a late charge or returned payment charge shall not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease and as provided by law.
7. **Condition of Premises Upon Commencement Date.** Landlord warrants that the Premises are in good condition. Resident accepts them in such condition and agrees to keep them in such condition during the term of the Lease and to return them to Landlord in the same condition at the termination of the Lease, normal decay, wear and tear excepted. The Resident may submit requests to the Landlord for repairs to the units (Work Orders) in accordance with the procedures described in the Rules and Regulations.

Resident accepts the existing condition of all cable television and telephone wiring "as is" upon occupancy of the Premises, and agrees to be responsible for all repairs, alterations, and/or additions to such. Resident is encouraged to subscribe to the telephone provider's inside wiring maintenance plan.

8. **Services and Utilities.** Rent will include water and sewer services provided to the Premises during the term of this Lease. Landlord shall be responsible for the payment of electricity and gas utilities in full during the portion of the term of this lease prior to the implementation of the Resident Energy Conservation Program (RECP). After implementation of the RECP, as set forth in the RECP Addendum, electricity and gas (as applicable) costs will be the responsibility of the Landlord up to the upper limit of the monthly normal usage band. Resident will be responsible for payment of electricity and gas (as applicable) utility charges that exceed the monthly normal usage band. Telephone service, cable television, satellite television, internet service and any other services directly contracted by Resident with a service provider are not included in Rent and are Resident's responsibility to pay.
9. **Renter's Insurance.** Landlord's insurance covers the Premises and content provided by Landlord. Landlord will provide insurance coverage of \$20,000 per household, at no additional cost to Resident, for loss of Resident's personal property. Exclusions may apply. The insurance provides replacement coverage with a \$250 deductible payable by Resident. Resident is encouraged to carry additional insurance for high-value personal property. Landlord will provide documentation of insurance coverage to Resident.

10. **Occupant(s) and Permitted Use.** Resident and Occupants(s) are listed on Box 4 and Box 12 of Page 1 of this Lease. Should the Resident at any time violate any of the conditions of this Lease or should the Resident discontinue the use of the Premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the housing unit complex, such as, but not limited to, being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, the Landlord shall take action in accordance with the Eviction Procedures found in the attached Rules and Regulations. Landlord recognizes its duty to reduce its own damages, and will make its best efforts to relet the Premises and thus reduce the exposure of the Resident to claims for unpaid Rent for the remainder of the term.
11. **Rules and Regulations.** Resident acknowledges receipt of a copy of the Rules and Regulations, which are attached to and form a part of this Lease, including any addendum thereto. Resident agrees to comply with all such Rules and Regulations and with all reasonable rules and regulations hereafter adopted by a Landlord's Management Board (comprised of representatives of Landlord and residents appointed by the Base Commanding Officer), and posted in or about the housing unit complex and/or mailed or delivered to Resident.
12. **Pets.** A maximum of 2 pets are allowed to live in or be harbored on the Premises only if Resident has executed the written Pet Addendum attached to the Rules and Regulations. Pets are to be registered with the Landlord's Management Office. A copy of the executed Pet Addendum will be provided to Base Security. No pet deposit will be required.
13. **Repairs/Alterations.** Resident shall not make any additions or alterations to the Premises without written permission of the Landlord. Any additions or alterations to the Premises by Resident shall become the property of Landlord at the termination of this Lease unless otherwise stipulated herein. Nothing here shall be construed to prevent Landlord from making improvements or conducting repairs at any other place other than the Premises as defined herein above.
 - 13.1 Except as set forth in this Section, Section 17, and the Work Orders section of the Rules and Regulations, Landlord, its maintenance employees and maintenance contractors shall have the right to enter the Premises for the purpose of making repairs in response to Work orders placed in accordance with the process described in the Rules and Regulations and will obtain Resident's (or his or her authorized representative over eighteen) permission prior to accessing the premises
 - 13.2 Emergencies: Landlord shall have immediate unit access in case of emergency situations.
 - 13.3 Pressure Washing: When the pressure washing schedule is communicated in writing to Resident at least two (2) days in advance of date when the Premises is scheduled to be pressure washed, Landlord is NOT responsible for damage to Resident's portable personal property due to normal pressure washing operations.

14. **Maintenance.** Resident responsibilities regarding maintenance to the Premises are provided for in the attached Rules and Regulations. Landlord will provide lawns and grounds maintenance for enclosed patios and yards of the Premises provided that any gates enclosing such are left unlocked and accessible on the service dates, and no pets or debris (including, but not limited to lawn furniture, toys and trash) are left in the enclosed areas.
15. **Hold Harmless and Liability.** Employees of Landlord are not allowed to render personal services to Resident. If any employee of Landlord renders any such services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the Premises, package delivery, or any other service) for or at the request of Resident, his family, employees or guests, such employees for the purpose of such services shall be deemed the servant of Resident whether or not payment is arranged for such service; and Resident agrees to relieve Landlord and hold Landlord harmless from any and all liability in connection with such services.
- 15.1 Landlord shall not be liable to Resident, or to Resident's employees, patrons and visitors, or to any other person for any damage to person or property caused by any act, omission or neglect of Resident or any other resident of said Premises, and Resident agrees to hold Landlord harmless from all claims for any such damage, whether the injury occurs on or off the Premises.
- 15.2 Resident assumes responsibility for the condition of the Premises. Landlord will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except when caused by the negligence of Landlord or in the case of positive neglect or failure to take action toward the remedying of such defects within a reasonable time after having received written notice from Resident of such defects and/or the damage caused thereby. Should Resident fail to promptly so notify Landlord, in writing, of any such defects, Resident will become responsible for any damage resulting to Landlord or other parties. Defects that are patent, obvious, or are within the Landlord's actual or constructive knowledge are not the responsibility of the Resident, and Resident is not required to call such defects to the attention of the Landlord. Landlord is obligated to correct all defects that are patent, obvious, or within Landlord's actual or constructive knowledge without request from Resident.
- 15.3 Resident hereby releases, relieves and holds Landlord harmless for any damage or injury to persons making use of any public property of the Premises through the use, permission or consent of Resident.
- 15.4 Landlord does not supply electric service reliable for garage/storage installed freezers/appliances. Resident use of freezers within garages is at Resident's own risk and Landlord is not responsible for damage to freezer or freezer contents.
16. **Joint and Several Liability.** If there is more than one Resident, each one shall be jointly and severally responsible for the performance of all obligations of Resident under this Lease, including, but not limited to, any damage caused to the Premises or Community by Resident, Occupant or Resident's guest, jointly with every other Resident, and individually, whether or not in possession.

17. **Entry onto the Premises.** Resident will allow parties authorized and accompanied by Landlord to visit the Premises at reasonable hours and with Resident's permission in anticipation of renting the property at any time during this Lease term. Resident will also permit Landlord to have access to the Premises for the purpose of inspection at reasonable intervals during Landlord's office hours.
18. **Assignment and Sublet.** Resident is not permitted to post any "For Rent" signs, rent, sublet, assign or grant use or possession of the Premises. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Landlord, terminate this Lease.
19. **Estoppel Certification.** If the Premises is sold or refinanced and Landlord presents to Resident a "Resident's Certification of Terms--Estoppel Certification" (the "Certification"), Resident agrees to execute and deliver the Certification to Landlord within ten (10) days acknowledging, if true, that this Lease is unmodified and is in full force and effect, or in full force and effect as modified with Landlord's consent and stating the modifications. If Resident fails to do so, it will be deemed an acknowledgment by Resident that the Certification, as submitted by Landlord, is true and correct and may be relied upon by any lender or purchaser. If Resident is deployed when such request is made, Resident shall sign the Certificate, if true, within ten (10) days of actual receipt of notice thereof after returning to the United States. In any case wherein Resident alleges that the Lease has in fact been modified, Resident shall so state in the Certification. The Certification shall provide a plain statement for Resident to sign to indicate that the Lease has, in fact, been modified.
20. **Breach by Resident.** Should Resident fail to pay the Rent or any other charges arising under this Lease promptly as stipulated, or should Resident breach any other covenant of this Lease, Resident shall be automatically in default, without the necessity of demand or putting in default. In the event of default hereunder, Landlord may elect any remedy allowed under Louisiana or federal law, including, but not limited to, declaring the Rent for the whole unexpired term of the Lease together with the attorney's fees immediately due and payable, or to proceed one or more times for past due installments without prejudicing his right to proceed later for the Rent for the remaining term of the Lease. Eviction Procedures are described in the attached Rules and Regulations. Landlord recognizes its duty to reduce its own damages, and will make its best efforts to relet the Premises and thus reduce the exposure of the Resident to claims for unpaid Rent for the remainder of the term
21. **Early Termination by Resident.**
 - 21.1 A Resident that is a military member shall have the right to terminate this Lease if: (i) Resident is required to move pursuant to permanent change of station orders; (ii) Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more in radius from the Premises' location; (iii) Resident is discharged or released from active duty with the Armed Forces of the United States or the Coast Guard; or (iv) Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to

terminate this Lease as provided in the Service members' Civil Relief Act, as shall Resident's dependents as provided in the Service members Civil Relief Act.

- 21.2** In order to terminate this Lease under Section 21.1 above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Landlord a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Landlord under special circumstances. If (i) Resident terminates this Lease early under Section 21.1 above, or (ii) two Resident(s) terminate this Lease under either Sections 21.3 or 21.4 below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of this Lease.
- 21.3** If two Resident(s) are military members and only one Resident terminates this Lease under Section 21.1 above, the remaining Resident will not be required to terminate the Lease, but has the option to do so by providing Landlord a written thirty (30) day notice of intent to vacate. In the event such remaining military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination.
- 21.4** If only one Resident is a military member and if that Resident terminates this Lease under Section 21.1 above, the remaining Resident shall not be required to terminate this Lease, but has the option to terminate the Lease by providing Landlord a written thirty (30) day notice of intent to vacate or extend the Lease with permission provided by Landlord on a case by case basis. In the event such non-military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination by the military Resident.
- 21.5** After completion of the sixth month of the lease term, Resident shall have the option to terminate this Lease prior to the Lease Expiration Date as shown in Box 3, Page 1, for any reason not specified herein. Resident must submit to Landlord at least thirty (30) calendar days prior to the early termination date, a request in writing, an Early Termination Fee equal to one month's Rent, together with any outstanding Rent and any other amounts owed to Landlord pursuant to the terms of the Lease.
- 22. Early Termination by Landlord.** Landlord may terminate this Lease for the following reasons:
- 22.1.** Failure to vacate the Premises and community with notification by the Commanding Officer.
- 22.2** Misuse or illegal use of the Premises, or conduct of Resident, Occupants(s), and/or guests which is detrimental to community safety and health.

- 22.3** Unacceptable care of or damage to Premises.
- 22.4** When Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises.
- 22.5** Use of the Premises for illegal activities or commercial purposes for which Landlord has not given written authorization in advance.
- 22.6** For criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors.
- 22.7** Construction and extensive renovations and repairs of the Premises and/or common areas, which may require Resident to vacate the Premises, as set forth in the Relocation Addendum.
- 23.** **Resident's Obligations Upon Vacating the Premises.** The Move-Out Procedures and items that will be chargeable to the Resident are found in the attached Rules and Regulations.
- 24.** **Damage to the Premises.**
- 24.1** If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, hurricane, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable as determined by the applicable governing authority or, if a governing authority is not applicable, by Landlord, either Landlord or Resident may terminate this Lease by giving the other written notice within thirty (30) days after the date of such damage, which shall be effective retroactively to the date on which the Premises became totally or partially uninhabitable. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. Neither party will have any further obligation to the other. If this Lease is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Landlord may alternatively offer Resident another premises if one is available. Resident may accept the alternative premises and this Lease will remain in effect with respect to such alternative premises.
- 24.2** If the damage to the Premises is a result of a negligent, reckless, or deliberate action of Resident, Occupant, or guests, only Landlord shall have the right to terminate this Lease. Resident will be responsible for payment for the repair of damages to the Premises caused by Resident, Occupant or guests. Failure to pay such amount is a material breach or default of this Lease.
- 25.** **Right to Relocate.** Landlord reserves the right to relocate Resident due to construction or renovations or at the convenience of the Landlord at any time given the following:

- 25.1** Landlord will give Resident no less than a 45-day advance notice for Landlord related relocation. Landlord will be responsible for paying the Resident a relocation allowance in an amount equal to the federal dislocation allowance, per Joint Federal Travel Regulations Paragraph U5630, in effect at the time of relocation. Landlord will also be responsible for paying for such move. In the event Resident is relocated to another unit, all terms and conditions of the Lease, except for the unit designation, shall remain in full force and effect.
- 26. Choice of Law.** Landlord and Resident agree that the Lease and the contractual relationship between the parties shall be construed exclusively in accordance with and shall be exclusively governed by:
- a. Federal substantive law, except that the following state law shall apply: [Louisiana LL/Tenant Law citation] _____ **-(Initial here to acknowledge the applicable law.)**
- Or
- b. _____ [Louisiana LL/Tenant Law citation]] and Louisiana state common law. _____ **-(Initial here to acknowledge the applicable law.)**
- 27. Megan's Law.** In accordance with LSA-RS.37:1469, Resident is hereby notified of the existence of the Louisiana Sex Offender and child predator registry database which is maintained by the Louisiana State Police in accordance with LSA RS. 15:540 *ET SEQ.* The database is accessible via the internet at the following address: www.lasocpr.lsp.org or by calling 1-800-858-0551 or (225) 925-6100. The database provides the name, address, pictures and conviction records for certain registered offenders.
- 28. Sex Offenders Registration.** If any member of Resident's household is subject to residency restrictions under the above stated Louisiana law, it is Resident's obligation to fully comply with all of the provisions of the applicable law. If the location of the Premises places Resident, or any Occupant, in potential violation of such law, it is Resident's responsibility to immediately notify the Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of the Lease. The Management Office, to the maximum extent practicable, will attempt to relocate Resident to alternate premises that does not violate such law. Resident will be required to pay for the costs of Resident's move and applicable Lease Termination Fees. If no alternative premises is available, Resident's Lease will be terminated with TEN (10) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination.
- 29. Debarment.** If Resident or a Resident's family member is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Resident shall vacate the Premises and the Lease shall terminate not later than thirty (30) days from the date of the debarment. It shall then be lawful for Landlord to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made. 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 by 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.

30. **Commanding Officer Authority.** Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commanding Officer over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom to include the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to Resident and the Residents family members. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of Resident under this Lease or the Rights of Residents as prescribed under any Resident Leases or applicable law.
31. **Confidentiality of Resident Records.** Landlord shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's Rent payment record and the amount of Resident's periodic rental payment, without the prior written consent of Resident or prospective Resident, or upon service on Landlord of a subpoena for the production of records. This Section shall not preclude Landlord from releasing information pertaining to a Resident or prospective Resident in the event of an emergency. If rental history or other information on Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Landlord may provide this information without recourse or further written authorization from Resident.
32. **Mediation.** Landlord and Resident agree to mediate any dispute or claim arising between them out of this Lease, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. The parties agree to use a mediator mutually agreeable to both Resident and Landlord. If, for any dispute or claim to which this Section applies, any party commences an action without first attempting to make reasonable efforts to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorney's fees even if that party eventually prevails in the court proceeding. The following matters are excluded from this Section: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
33. **Waiver of Notice.** Resident specifically waives the requirement for the five (5) days notice to vacate as set forth in the Revised Civil Code of the State of Louisiana and in the Code of Civil Procedure as they may be amended.
34. **Attorney's Fees.** Resident agrees that if an attorney is employed to successfully protect any rights of Landlord hereunder, and such attorney prevails and obtains a judgment against Resident, Resident will pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount awarded or \$400.00, whichever is greater.

35. Controlling Document. In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and any other addendums, exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement shall, in all respects, govern and control.

36. Other.

36.1 The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such terms, covenants, agreements and conditions, but the Lease as written shall continue in full force and effect.

36.2 It is understood that the terms "Landlord" and "Resident" used in this agreement shall include the plural and shall apply to both male and female persons. All obligations of Resident are joint, several and solitary.

36.3 This Lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Landlord on the entire property of which the Premises forms a part.

36.4 The Resident is responsible for knowing and complying with the Base Policies and Regulations.