

STANDARD LEASE
CIVILIAN HOUSING
NAVAL BASE HOUSING UNIT

PARTIES: New Orleans Navy Housing, L.L.C., a Louisiana Limited Liability Company whose address is 8027 Jefferson Highway, Baton Rouge, LA. 70809 (hereinafter referred to as **Lessor**) hereby leases to _____ (hereinafter referred to as **Lessee**) the following described property:

THE PARTIES AGREE AS FOLLOWS:

1. **Premises.** The property to be rented is located in the Community of _____ (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 the Lease.** Subject to the terms and conditions of this Lease, Lessor rents to Lessee and Lessee rents from Lessor, the Premises referenced above. The Premises is to be used for Lessee use only, with exceptions permitted *solely* upon written approval of Lessor. The property is managed by Patrician Management, Inc., which company address is **303 Russell Avenue, Belle Chasse, Louisiana 70037** and whose phone number is **1-866-677-0531**. Patrician Management, Inc. is authorized to manage the Premises on behalf of Lessor and to give and accept notices, demands and service of process on behalf of Lessor.
3. **Term/Automatic Renewal.** The initial term of this Lease is for _____ (12 FULL MONTHS) commencing upon the ____ day of, _____ and ending on the last calendar day of, _____. After expiration of the initial term, if a new Lease has not been executed by Lessee and Lessor, this Lease will automatically continue on a month-to-month tenancy, subject to any increases in Rent. Either party may terminate the month-to-month tenancy after service of a written thirty (30) day notice of termination to the other party.

However, it is understood herein that, in the event any preferred military or military related residents are on the Base Housing Waiting List, and no vacant units are available, any civilian resident, including Lessee, must vacate his leased premises at the expiration of the lease term.

4. **Rent.**

This lease is made for and in consideration of a monthly rental of _____ **DOLLARS** (\$0,000.00) Dollars per month payable in advance on or before the 1st day of each month at **303 Russell Avenue, Belle Chasse, Louisiana, 70037** Mail slot may be used for after-hours payments.

If this Lease begins after the first day of the month, Lessee shall pay the prorated amount based upon 1/30th of the monthly Rent.

Lessor acknowledges receipt from Lessee in the sum of **(\$000.00)** Dollars which is prorated rental for days from the date of commencement of this lease to the first day of the following month.

Lessor 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 Lessor.

If the rent is paid after the close of posted office hours on the **fifth (5th)** of the month, Lessee agrees to pay, in addition to the rent itself, late charges in the amount of **\$50.00**, plus **\$5.00** per day thereafter until the entire amount due is paid. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay an additional sum of **\$50.00** as a penalty. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Lessor. Any and all amounts owed by Lessee to Lessor are due and payable in one sum. No partial payments will be accepted by Lessor.

5. **Security Deposit.** A Security Deposit in the amount of \$0,000.00 Dollars will be required unless Lessee chooses to pay by and fills out all documents pertaining to Allotment or EFT. This deposit, which is non-interest bearing, is to be held by Lessor 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 Lessee may not deduct any portion of the deposit from the Rent due to Lessor. At the end of lease term, Lessor may deduct damages from the Security Deposit or allotment deposits, as applicable, when excess funds remain.

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

- 5.2 Deductions will be made from the security deposit to reimburse Lessor 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 Lessee's intentional, willful or negligent act (including occupants or guests of Lessee and/or occupant). Deductions will also be made to cover any unpaid amounts owed to Lessor for any such damages or loss occurring prior to termination of the Lease and for which Lessee has been billed. In the event that such charges exceed the amount of the security deposit, if any, Lessee agrees to pay all excess costs to Lessor upon receipt of an itemized statement of such charges, which must be furnished by Lessor to Lessee not later than 30 days after the termination of Lease. In the event the security deposit is applied in payment of damages due to Lessee's failure to fully and faithfully perform all of the terms and conditions of the Lease, Lessor shall retain all of its

other rights and remedies. Lessee 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 Lessor should Lessee 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) Lessee 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. Lessee acknowledges either late payment of Rent or the refusal of an Allotment or EFT or returned checks may cause Lessor 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 Lessor. Late fee and return check policies are found in the attached Rules and Regulations. Lessor's acceptance of any late charge or returned payment charge shall not constitute a waiver as to any default of Lessee. Lessor'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 Lessor from exercising any other rights and remedies under this Lease and as provided by law.

7. Condition of Premises Upon Commencement Date. Lessor warrants that the Premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the Lease and to return them to Lessor in the same condition at the termination of the Lease, normal decay, wear and tear excepted. The Lessee may submit requests to the Lessor for repairs to the units (Work Orders) in accordance with the procedures described in the Rules and Regulations.

Lessee 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. Lessee 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. Lessor 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 Lessor up to the upper limit of the monthly normal usage band. Lessee 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 Lessee with a service provider are not included in Rent and are Lessee's responsibility to pay.

9. Renter's Insurance. Lessor's insurance covers the Premises and content provided by Lessor. Lessor will provide insurance coverage of \$20,000 per household, at no additional cost to Lessee, for loss of Lessee's personal property. Exclusions may apply.

The insurance provides replacement coverage with a \$250 deductible payable by Lessee. Lessee is encouraged to carry additional insurance for high-value personal property. Lessor will provide documentation of insurance coverage to Lessee.

10. **Occupant(s) and Permitted Use.** The following person(s) shall occupy the leased premises as residence only:

_____	_____
_____	_____
_____	_____
_____	_____

Should the Lessee at any time violate any of the conditions of this Lease or should the Lessee 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, engaging in any unlawful or immoral activities and should such violation either continue for a period of five (5) days after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation occur again after written notice to cease and desist from such activity or disturbance, then Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole unexpired term of the lease which shall at once become due and exigible or to immediately cancel this lease and obtain possession of the premises or elect any other remedy allowed by law. Lessor 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 Lessee to claims for unpaid Rent for the remainder of the term.

11. **Rules and Regulations.** Lessee 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. Lessee agrees to comply with all such Rules and Regulations and with all reasonable rules and regulations hereafter adopted by a Lessor's Management Board (comprised of representatives of Lessor and residents appointed by the Base Commanding Officer), and posted in or about the housing unit complex and/or mailed or delivered to Lessee.

12. **Pets.** A maximum of 2 pets are allowed to live in or be harbored on the Premises only if Lessee has executed the written Pet Addendum attached to the Rules and Regulations. Pets are to be registered with the Lessor's Management Office. A copy of the executed Pet Addendum will be provided to Base Security.

Upon execution of the Pet Addendum, a non-refundable Pet Fee in the amount **\$75.00** per pet, and a refundable Pet Deposit in the amount of **\$200.00 - \$350.00** per pet as per the Pet Addendum will be required.

13. **Repairs/Alterations.** Lessee shall not make any additions or alterations to the Premises without written permission of the Lessor. Any additions or alterations to the Premises by

Lessee shall become the property of Lessor at the termination of this Lease unless otherwise stipulated herein. Nothing here shall be construed to prevent Lessor 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, Lessor, 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 notify Lessee (or his or her authorized representative over eighteen) prior to accessing the premises for other repairs not in response to a work order placed by Lessee.
- 13.2** Emergencies: Lessor shall have immediate unit access in case of emergency situations.
- 13.3** Health and Safety Preventive Maintenance: Lessor shall have unit access for health and safety preventive maintenance when schedule is positively communicated with Lessee in advance.
- 13.4** Pressure Washing: When the pressure washing schedule is positively communicated to Lessee in advance, Lessor is NOT responsible for damage to Lessee's portable personal property due to normal pressure washing operations.
- 14.** **Maintenance.** Lessee's responsibilities regarding maintenance to the Premises are provided for in the attached Rules and Regulations. Lessor 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 are left in the enclosed areas.
- 15.** **Hold Harmless and Liability.** Employees of Lessor are not allowed to render personal services to Lessee. If any employee of Lessor 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 Lessee, his family, employees or guests, such employees for the purpose of such services shall be deemed the servant of Lessee whether or not payment is arranged for such service; and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services.

 - 15.1** Lessor shall not be liable to Lessee, or to Lessee'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 Lessee or any other resident of said Premises, and Lessee agrees to hold Lessor harmless from all claims for any such damage, whether the injury occurs on or off the Premises.
 - 15.2** Lessee assumes responsibility for the condition of the Premises and shall notify Lessor of unit defects; health, safety, maintenance, and repair issues; as they appear. Lessor 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 Lessor 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 Lessee of such defects and/or the damage caused thereby. Should Lessee fail to promptly so notify Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties. Defects that are patent, obvious, or are within the Lessor's actual or constructive knowledge are not the responsibility of the Lessee, and Lessee is not required to call such defects to the attention of the Lessor. Lessor is obligated to correct all defects that are patent, obvious, or within Lessor's actual or constructive knowledge without request from Lessee.

- 15.3** Lessee hereby releases, relieves and holds Lessor harmless for any damage or injury to persons making use of any public property of the Premises through the use, permission or consent of Lessee.
- 15.4** Lessor does not supply electric service reliable for garage/storage installed freezers/appliances. Lessee's use of freezers within garages do so at their own risk and Lessor is not responsible for damage to freezer or freezer contents.
- 16. Joint and Several Liability.** If there is more than one Lessee, each one shall be jointly and severally responsible for the performance of all obligations of Lessee under this Lease, including, but not limited to, any damage caused to the Premises or Community by Lessee, Occupant or Lessee's guest, jointly with every other Lessee, and individually, whether or not in possession.
- 17. Entry onto the Premises.** Lessee will allow parties authorized and accompanied by Lessor to visit the Premises at reasonable hours and with Lessee's permission in anticipation of renting the property at any time during this Lease term. Lessee will also permit Lessor to have access to the Premises for the purpose of inspection at reasonable intervals during Lessor's office hours. Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at all times.
- 18. Assignment and Sublet.** Lessee 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 Lessee, operation of law or otherwise, shall be null and void and, at the option of Lessor, terminate this Lease.
- 19. Estoppel Certification.** If the Premises is sold or refinanced and Lessor presents to Lessee a "Lessee's Certification of Terms--Estoppel Certification" (the "Certification"), Lessee agrees to execute and deliver the Certification to Lessor 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 Lessor's consent and stating the modifications. If Lessee fails to do so, it will be deemed an acknowledgment by Lessee that the Certification, as submitted by Lessor, is true and correct and may be relied upon by any lender or purchaser. In any case wherein Lessee alleges that the Lease has in fact been modified, Lessee shall so state in the Certification. The Certification shall provide a plain statement for Lessee to sign to indicate that the Lease has, in fact, been modified.
- 20. Breach by Lessee.** Should Lessee fail to pay the Rent or any other charges arising under this Lease promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee breach any other

covenant of this Lease, Lessee shall be automatically in default, without the necessity of demand or putting in default. In the event of default hereunder, Lessor 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. Lessor 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 Lessor to claims for unpaid Rent for the remainder of the term

21. Early Termination by Lessee.

21.1 Lessee shall have the option to terminate this lease, for any reason, after the seventh month of the lease term by providing thirty (30) days prior written notice to Lessor, and an Early Termination Fee equal to two months' rent together with any outstanding Rent or other amounts owed to Lessor pursuant to the terms of the lease. Failure to pay all amounts owed will result in the full term of the lease becoming due and payable.

22. Early Termination by Lessor. Lessor 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 Lessee, 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 Lessee, 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 Lessor has not given written authorization in advance.

22.6 For criminal activity by any Lessee, Occupant, guest, or any other person under Lessee'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 Lessee to vacate the Premises, as set forth in the Relocation Addendum.

23. Lessee's Obligations Upon Vacating the Premises. The Move-Out Procedures and items that will be chargeable to the Lessee are found in the attached Rules and Regulations.

24. Damage to the Premises.

24.1 If, by no fault of Lessee, 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 Lessor, either Lessor or Lessee 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, Lessor shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Lessee's reasonable use of the Premises. Lessor may alternatively offer Lessee another premises if one is available. Lessee 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 Lessee, Occupant, or guests, only Lessor shall have the right to terminate this Lease. Lessee will be responsible for payment for the repair of damages to the Premises caused by Lessee, Occupant or guests. Failure to pay such amount is a material breach or default of this Lease.

25. Right to Relocate. Lessor reserves the right to relocate Lessee due to construction or renovations or at the convenience of the Lessor at any time given the following:

25.1 Lessor will give Lessee no less than a 45-day advance notice for Lessor related relocation. In the event Lessee 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. Lessor and Lessee 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] _____ - **(Initial here to acknowledge the applicable law.)**

Or

b. _____ [Louisiana State LL/Tenant Law] and Louisiana state common law. _____-**(Initial here to acknowledge the applicable law.)**

27. **Megan's Law.** In accordance with LSA-RS.37:1469, Lessee 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 Lessee's household is subject to residency restrictions under the above stated Louisiana law, it is Lessee's obligation to fully comply with all of the provisions of the applicable law. If the location of the Premises places Lessee, or any Occupant, in potential violation of such law, it is Lessee's responsibility to immediately notify the Management Office and cooperate to correct this violation. This is a continuing obligation for which Lessee is responsible for the term of the Lease. The Management Office, to the maximum extent practicable, will attempt to relocate Lessee to alternate premises that does not violate such law. Lessee will be required to pay for the costs of Lessee's move and applicable Lease Termination Fees. If no alternative premises are available, Lessee's Lease will be terminated with 2 WEEKS (14) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination.
29. **Debarment.** If Lessee or a member of Lessee's family is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Lessee 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 Lessor to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made. Lessor 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 Lessee, shall be equivalent in every respect to actual entry by Lessor. In the case of any such default and entry by Lessor, said Lessor may relet the Premises for the remainder of said term and recover from Lessee 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 Lessee and the Lessee's family members. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of Lessee under this Lease or the Rights of Lessee as prescribed under any Lessee Leases or applicable law.
31. **Confidentiality of Resident Records.** Lessor shall not release financial information about a Lessee or prospective Lessee to a third party, other than a Lessee's Rent payment record and the amount of Lessee's periodic rental payment, without the prior written consent of Lessee or prospective Lessee, or upon service on Lessor of a subpoena for the production of records. This Section shall not preclude Lessor from releasing information pertaining to a Lessee or prospective Lessee in the event of an emergency. If rental history or other information on Lessee is requested by federal,

state or local law enforcement agencies, Lessee agrees that Lessor may provide this information without recourse or further written authorization from Lessee.

32. **Mediation.** Lessor and Lessee 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 Lessee and Lessor. 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.** Lessee 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.** Lessee agrees that if an attorney is employed to successfully protect any rights of Lessor hereunder, and such attorney prevails and obtains a judgment against Lessee, Lessee 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. **Base Access Closing.** Lessee understands and agrees that the property upon which the leased premises form a part is used for military base housing. In times of emergency, the Military Base Commanding Officer may order the base closed. During such times, civilian residents, including Lessee, SHALL NOT be allowed to enter or leave the base, including the leased premises.
37. **Evacuation.** Lessee understands and agrees that civilian residents, including Lessee, must comply with any evacuation orders given by the Base Commanding Officer, and that Lessor shall not be responsible for same.
38. **Weapons.** All weapons must be approved by Base Command and registered with Security prior to any weapons being brought onto the leased premises or the property on which the leased premises forms a part. Failure to comply with this provision shall be grounds for immediate eviction.
39. **Amenities.** Lessee may use the public area of the leased premises and amenities thereto only within the confines of the Family Housing area.

40. Other.

40.1 The failure of Lessor 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 Lessor's right thereafter to enforce any such terms, covenants, agreements and conditions, but the Lease as written shall continue in full force and effect.

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

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

40.4 The Lessee is responsible for knowing and complying with the Base Policies and Regulations.

READ YOUR LEASE BEFORE SIGNING

Executed in Duplicate at 303 RUSSELL AVENUE, BELLE CHASSE, LA, this ____ day of _____, _____.

LESSOR:

LESSEE:

PATRICIAN MANAGEMENT

AGENT FOR LESSOR

