



RESIDENT OCCUPANCY AGREEMENT

(This is a legally binding document. If you do not understand the terms, seek competent advice before signing.)

This **RESIDENT OCCUPANCY AGREEMENT** ("Agreement"), is made this _____ day of _____, 20____, between Fort Belvoir Residential Communities, LLC ("Landlord"), and _____ ("Tenant").

_____ **1. TERM OF OCCUPANCY.** The Landlord grants occupancy to the Tenant and only those persons authorized by this Agreement for a term of twelve (12) months the premises known _____ (Premises), for use as a dwelling only, together with any property noted on the Move-In/Move-Out Report received upon Tenant occupying the Premises. Occupancy shall begin on _____ and end on _____ unless extended. This Agreement shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days written notice.

_____ **2. RENT.** Tenant's monthly rent shall equal the senior service member's Basic Allowance for Housing, with dependents (BAH); provided however, that if such senior service member is not assigned to Fort Belvoir and, if such senior service member's BAH is different than the Fort Belvoir BAH with dependent rate, the monthly rent shall equal the Fort Belvoir BAH with dependent rate. Payment will be made through an allotment from the senior service member's pay account to the Landlord. The allotment will be increased or decreased whenever increases or reductions occur to the senior service member's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears). **Tenant is solely responsible for ensuring that monthly rent payments are received in accordance with this Agreement. If, for any reason, a scheduled allotment is not received by the due date, the Resident must immediately pay the rent by check or money order.**

By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the BAH payable to the Landlord, effective next month. Payment will be made by check for the prorated portion of the first month's rent for the number of days the unit is occupied. Payment is due on the first day of the month after occupying the unit. Authorization is also given to stop the BAH allotment at the time the unit is terminated. The first payment of rent by Tenant shall be made on or before _____ in the amount of \$ _____.

_____ **3. LATE PAYMENT AND RETURNED CHECKS.** Payments for rent not received by Landlord on or before the due date are late and constitute a default under this Agreement. If any installment of rent is not received by the Landlord within **five (5)** days from the due date, Tenant agrees to pay a late charge of **ten percent (10%)** of the monthly amount due to Landlord, for each amount due. Tenant also agrees to pay the Landlord an additional charge of **Fifty dollars (\$50.00)** for each check returned unpaid. Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashier's check, or certified check and where default in payment occurs, to request that the entire Agreement period amount of the debt be paid at once. Tenant shall not be in default of any provision of this Agreement by reason of failure to receive a BAH payment due to an error or delay caused by the Defense Finance and Accounting Service and the default is cured within thirty (30) days unless extended by the Landlord upon request of the Army, such extension's approval not to be unreasonably withheld.

4. EARLY TERMINATION OF AGREEMENT BY TENANT.

a. When either Tenant or Tenant'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, the Agreement may be terminated by Tenant without payment of any penalty or liquidated damages for rent if the member:

- (1) Has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the dwelling unit; or
- (2) Has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the location of the dwelling unit; or
- (3) Is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or
- (4) Is assigned to government-provided quarters resulting in the forfeiture of Basic Allowance for Housing (BAH); or
- (5) Dies or his/her spouse dies, or the military member is declared missing-in-action. (The spouse, next of kin or Personal Representative/Executor of the decedent's estate may exercise an early Agreement termination.)

b. If Tenant seeks early termination of the Agreement under the aforementioned provisions, Tenant shall deliver to the Landlord a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Landlord's receipt of the notice except when an earlier termination date is necessary to comply with military orders dated no less than thirty (30) days from the date of notice. The final month's rent owed by Tenant shall be prorated based on the date of termination compared to the number of days in the calendar month that the termination occurs and shall be payable at such time as would have otherwise been required by the terms of the Agreement.

5. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS. If Tenant's dependent or marital status changes, or the Tenant is discharged from military service, such that the Tenant would no longer be eligible for housing under this Agreement, this Agreement shall be terminated thirty days after the change in status, unless the Garrison Commander approves a different termination date and Tenant continues to pay rent at the appropriate BAH rate. Tenant is required to provide immediate notice of any change in marital or dependant status to _____.

6. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES. For any early termination not described in either Paragraph 4 or 5 of this Agreement, Tenant shall pay one month's rent to the Landlord, as liquidated damages for the early termination of the Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent owed or other money owed by the Tenant as a result of Tenant's physical damage to the property.

7. NUMBER OF OCCUPANTS. Tenant agrees that the Premises shall be occupied by Tenant's immediate family consisting of _____ adult(s) and _____ child(ren) and _____. Tenant shall not increase the number of occupants without the prior written consent of Landlord.

8. KEYS, GARAGE DOOR OPENERS, AND LOCKS. Tenant hereby acknowledges receipt of _____ keys, _____ garage door openers, and _____ locks for the Premises. Tenant shall deliver all applicable keys, garage door openers, and locks for the Premises to the Landlord within twenty-four (24) hours of vacating the Premises. Locks may not be changed or added without the written permission of Landlord. If permission is granted, Tenant shall promptly furnish the Landlord with a key to each lock, without charge, and the lock shall remain when Tenant vacates the Premises. Tenants will be a charged per key for replacing lost keys, per garage door opener for replacing lost garage door openers, and for keys Tenant fails to return on termination of this Agreement.

_____ **9. INSPECTION AT COMMENCEMENT OF OCCUPANCY.** Tenant and Landlord acknowledge that, prior to signing this Agreement, they conducted a joint examination of the Premises. Tenant hereby acknowledges that, except as set forth in the attached Move In Report, the Premises were rented to the Tenant in good order and repair, and that the Premises were in a safe, clean and habitable condition. Tenant further acknowledges responsibility for maintaining the cleanliness of the Premises and agrees that damages to the Premises, that are not described on the Move In Report as existing prior to the Tenant's occupancy and that exceed fair wear and tear, are subject to being repaired by the Landlord at Tenant's expense.

_____ **10. ASSIGNMENT AND SUBLETTING.** Tenant shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license without the prior written consent of Landlord shall constitute a breach of this Agreement by the Tenant and subject the Tenant to eviction and/or claims by the Landlord for monetary damages.

_____ **11. USE AND QUIET ENJOYMENT.** Tenant will enjoy the use of the Premises in a manner that does not disturb other Tenants or create a public nuisance in violation of the Resident Responsibility Guide.

_____ **12. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS.**

- a. Private businesses may not be operated on the Premises unless approved, in writing, by the Garrison Commander and conducted in accordance with the regulations contained in the Resident Responsibility Guide.
- b. Tenant 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 Agreement by Tenant and will, at the option of the Landlord, permit immediate termination of this Agreement.
- c. Tenant shall not: permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises, without the written permission of the Garrison Commander.
- d. Tenant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, on the Premises or that might be considered hazardous or extra hazardous by state or county fire/safety officials and under the provisions of a insurance company policy. Should Tenant maintain said hazardous materials on the Premises, that cause injury or damage, Tenant shall be financially responsible for said injury and/or damages. Failure of Tenant to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Agreement.

_____ **13. ANIMALS.** Tenant shall be permitted to keep no more than three (3) domestic animals in the Premises. No other animals may be maintained or housed on the Premises to include the exterior thereof without the prior written consent of the Landlord. Fish tanks which hold more than 20 gallons of water are prohibited unless approved by the Landlord in advance. The Tenant shall bear all legal and financial responsibilities for any injuries or damages caused by the animals and shall comply with the provisions of the Resident Responsibility Guide's specific requirements relating to the keeping of pets on the Premises. Refer to Pet Addendum for further information.

_____ **14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES.** Tenant shall refer to the Resident Responsibility Guide for specific regulations relating to the keeping of cable, satellite and other television facilities on the Premises.

15. UTILITY CHARGES. Landlord shall pay for water and sewer. Tenant is personally responsible for payment of cable/satellite TV, telephone and internet. Tenant is personally responsible for payment of electricity and natural gas, as follows: Pursuant to the utility conservation program mandated by the Department of Defense, Landlord has implemented a program that established a utility allowance baseline for the consumption of electricity and natural gas (“Utility Baseline”) based on the reasonable average of the cost of electricity and natural gas for particular residential units. On a monthly basis, Landlord shall read utility meters and provide Tenant with an accounting of the actual utility usage at the Premises. Although in most cases Tenant’s Basic Allowance for Housing (“BAH”) should be sufficient to pay for consumption of electricity and natural gas that are within the allowances of the Utility Baseline, Tenant remains personally responsible for payment of electricity and natural gas. If Tenant’s actual consumption of electricity and/or natural gas exceeds the allowances of the Utility Baseline, Tenant shall be personally responsible for payment of the cost of the excess consumption. The Tenant will be entitled to a credit when actual usage is less than the allowances of the Utility Baseline.

Tenant’s obligation to pay for electricity and natural gas shall be deemed and treated as part of Tenant’s monthly rent obligation and shall be due and payable within 15 days after Tenant is invoiced for the same. Landlord may adjust the Utility Baseline from time to time. Landlord reserves the right to implement the Utility Baseline procedures set forth above for consumption of water and sewer.

16. REPAIRS. Tenant shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. Tenant shall immediately notify the Landlord of any damage to the Premises.

17. ALTERATIONS AND FIXTURES. Tenant shall make no alterations to the Premises, incur any debt or make any charges 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 Tenant shall be purchased and installed at Tenant’s expense; shall be affixed in a manner that will not damage the building and shall be removed by the Tenant at the expiration of the Agreement. In the event such fixture or other personal property of the Tenant is not removed at the expiration of the Agreement, the Landlord may treat the same as abandoned and charge the Tenant the cost paid for removal of the property and repair of the Premises.

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

In an emergency, the Landlord may enter the rental unit without notice or the consent of the Tenant. Unless there is an emergency, or it is not practical to do so, the Landlord shall give the Tenant reasonable notice of his intent to enter.

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 Agreement. The Landlord will not abuse this right of access or use it to harass the Tenant.

19. PROPERTY AND LIABILITY INSURANCE. At Landlord’s sole option, it may provide a limited amount of property and liability insurance for the benefit of the Tenant (“Renter’s Insurance”) at no additional cost to Tenant. Tenant acknowledges that Landlord is not obligated to provide Tenant with any Renter’s Insurance. If Landlord decides to provide Tenant with Renter’s Insurance, it will notify the Tenant within 15 days of its decision and provide details regarding the limits of the Renter’s Insurance. If Landlord does provide Renter’s Insurance, Landlord retains the right, at its sole option and upon giving Tenant 15 days’ notice, to vary the amount of Renter’s Insurance provided, or entirely cease providing Renter’s Insurance. Tenant acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of the coverage amounts of the Renter’s Insurance, if any, that Landlord decides to provide. Tenant acknowledges being advised to obtain additional insurance, at Tenant’s expense, to protect the Tenant from claims for property damages and physical injury caused by the Tenant, or the Tenant’s family members, invitees or guests. Tenant acknowledges and agrees that the Landlord is not responsible for Tenant’s losses resulting from flood,

earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Tenant's loss.

20. DESTRUCTION OF PREMISES. Tenant may terminate this Agreement if the Premises become uninhabitable for a period in excess of thirty (30) days because of fire, condemnation, or other casualty that is not the result of the Tenant's negligence or the negligence of the Tenant's family members, guests, or invitees. Landlord will attempt to make repairs with all reasonable diligence so as to make the residence fit for occupancy. Where the damages were not the fault of the Tenant or Tenant's family members, guests, or invitees, rent shall cease from the date Tenant vacates the Premises until Tenant reoccupies the Premises. If the Premises cannot be repaired within sixty (60) days, the Landlord shall have the right to terminate this Agreement, or the Tenant shall have the option of vacating the Premises. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful act of the Tenant, or Tenant's family members, guests, or invitees.

21. INSURANCE/LIABILITY

a. The Landlord shall not be liable to the Tenant, Tenant'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 in the community, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Tenant expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding the security of the Premises or surrounding community.

b. The Landlord does not guarantee, warrant or assure Resident's personal security. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under chapter 23 (sec 19.2-387 et seq) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000, or www.vsp.va.state.us/. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.**

22. EXIT INSPECTION OF PREMISES. It shall be the Tenant's responsibility to request an exit walk through inspection of the Premises with the Landlord. The walk through inspection must be requested within five (5) days before the Tenant ends occupancy of the Premises pursuant to this Agreement. Using the Move-In/Move-Out Report that was used to record the condition of the Premises at the inception of this Agreement, 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 Tenant with a copy of the Move-In/Move-Out Report. The Tenant shall provide the Landlord with written acknowledgment that the Tenant has received a copy of the Move-In/Move-Out Report.

In the event the Landlord fails to conduct an exit inspection requested by the Tenant in compliance with this Agreement, the Landlord agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies were discovered.

Tenant shall provide the Landlord with Tenant's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed the Tenant by Landlord. Landlord will provide the Tenant with an itemized statement that clearly describes any damages caused by the Tenant's noncompliance with provisions of this Agreement and the charges imposed by Landlord to repair the damage or otherwise correct the deficiencies caused by Tenant's non-compliance with this Agreement.

Any refund of rent due Tenant by the Landlord, less any amount owed to the Landlord by the Tenant for damages or other charges allowed under this Agreement, will be paid within fifteen (15) business days after the Landlord's receipt of Tenant's final payment of Rent owed pursuant to this Agreement. Amounts owed the Landlord by the Tenant that are

not paid within 30 days of the date due are subject to being submitted to a collection agency by the Landlord for collection.

23. TERMINATION BECAUSE OF DEFAULT. If either Landlord or Tenant materially fails to comply with any of the terms of this Agreement and if such default continues for thirty (30) days after a notice to cure the default has been delivered to the offending party, (except that only a five-day notice shall be required if the default consists of a failure to pay rent when due), then thirty (30) days after notice is delivered (or five days in the case of a failure to pay rent when due), the injured party shall have the option of declaring the Agreement terminated and may immediately vacate the Premises, or shall be entitled to immediate possession of the Premise, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Agreement.

24. EVICTION

a. Landlord may terminate this Agreement and consent to eviction of the Tenant in accordance with state and local law for Tenant's failure to pay rent or for one or more violations by Tenant of this Agreement or the Resident Responsibility Guide that affect or threaten to affect the health or safety of other residents in the community or substantially interfere with the right to quiet enjoyment of other residents.

b. If Tenant remains in possession of the Premises without the Landlord's consent after expiration of the term of the rental Agreement, the Tenant is deemed to be in breach of this Agreement and the Landlord may commence an eviction action. An eviction action may be filed no earlier than the first day following the expiration of the written tenancy. On retaining possession beyond the rental period without consent of the Landlord, the Tenant shall be obligated to pay to the Landlord's attorney fees, court costs, and any ancillary damages due to the holdover by the Tenant.

25. BANKRUPTCY OF TENANT. In the event the Tenant is adjudicated as bankrupt, or makes an assignment for the benefit of creditors, this Agreement, at the option of the Landlord, shall terminate upon thirty (30) days written notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

26. ABANDONMENT. An abandonment shall be deemed to have occurred if the Tenant:

- a.** Is absent from the Premises for five consecutive days while any monies are due and owing;
- b.** Has been evicted from the Premises by judicial or other process; or
- c.** Leaves personal property within the Premises after the termination of the Agreement.

If the Tenant abandons the Premises or any part thereof, the Landlord may, at the Landlord's option, enter the Premises by any means allowed under applicable law without being liable to the Tenant for damages or for payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, enter the Premises, or any part thereof, for the whole or any part of the then expired term and may receive and collect all rent payable by virtue of such reletting and, at the Landlord's option, hold the Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term including cleaning and painting, if necessary, as if this Agreement had continued in force, and the net rent for such period reseeded by Landlord by means of such reletting. The unit and its contents may be deemed by the Landlord to be abandoned. Landlord may peaceably enter the unit and remove the contents in accordance with the provisions of applicable law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner allowed under applicable law.

_____ **27. NOTICES.** Unless otherwise provided, any notice provided for by this Agreement shall begin to run on the date such notice is delivered. If the Premises are vacated pursuant to such notice on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by the number of 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:

Fort Belvoir Residential Communities LLC
P.O. Box 496
Fort Belvoir, VA 22060

_____ **28. SEVERABILITY.** If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

_____ **29. CONFIDENTIALITY OF TENANT RECORDS.** The Landlord or managing agent shall not release financial information about a tenant or prospective tenant, other than a tenant's rent payment record and the amount of the tenant's periodic rental payment, to a third party without the prior written consent of the tenant or prospective tenant 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 tenant or prospective tenant in the event of an emergency or to the legal representatives of the Tenant to include Executors and Administrators of estates in the performance of their duties.

The confidentiality restrictions of this provision shall not apply where the tenant is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Tenant.

_____ **30. MODIFICATIONS.** The Resident Responsibility Guide referred in paragraph 32 is incorporated into this Agreement by reference. This Agreement and the documents referenced herein constitute the entire Agreement between Tenant and Landlord. The Tenant/Landlord relationship created by this Agreement is in accordance with the laws of the Commonwealth of Virginia. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any modifications to the terms and conditions concerning this Agreement shall be executed in writing, signed and dated by the parties and made a part of this Agreement.

_____ **31. CONFLICTS.** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Resident Responsibility Guide.

_____ **32. RESIDENT RESPONSIBILITY GUIDE.** Tenant acknowledges receipt of a copy of the Resident Responsibility Guide dated 17 September 2014 and agrees to abide by its terms. Any changes to the Resident Responsibility Guide shall be effective only after 30 days notice is given of such changes by publication on The Villages at Belvoir website.

_____ **33. LEAD BASED PAINT.** Tenant acknowledges receipt of a copy of the Lead Warning Statement Addendum and the pamphlet published by the U.S. Environmental Protection Agency entitled "Protect Your Family From Lead In Your Home" (EPA747-K-99-001 dated June 2003).

_____ **34. MOLD/MILDEW.** Tenant acknowledges receipt of the Mold/Mildew Addendum along with a copy of the Resident Responsibility Guide that includes a tip sheet for the prevention of mold growth in Premises.

_____ **35. ASBESTOS.** Tenant acknowledges receipt of a copy of the Asbestos Addendum.

_____ **36. COMPACT FLUORESCENT LIGHT BULBS (CFLs).** In order to conserve energy and reduce costs, Landlord is now using CFL lighting. You are hereby made aware that CFLs contain a minimal amount of mercury as stated in the two-page document that is included in the Resident Responsibility Guide. Please review all documents that have been presented to you for your information and consideration.

_____ **37. NO WAIVER.** If Landlord waives a noncompliance or breach of this Agreement by Tenant, such waiver shall not be construed as a waiver of any subsequent noncompliance or breach and this Agreement shall continue in full force and effect.

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

LANDLORD _____ (SEAL) DATE: _____

_____ (SEAL) DATE: _____

TENANT _____ (SEAL) DATE: _____

_____ (SEAL) DATE: _____