

RESIDENT RESPONSIBILITY AGREEMENT

This RESIDENT RESPONSIBILITY AGREEMENT (this "Agreement"), is made on Month __, 20__., between _____, ("Landlord"), and _____, (the "Resident").

1. TERM OF OCCUPANCY: The Landlord grants occupancy to the Resident only for a term of twelve (12) months, the premises known as _____ (the "Premises"), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on Month __, 20__ and end on Month __, 20__ 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: The monthly rental rate shall be \$_____ per month.

- (a) Payment will be made by personal check, money order, cashier's check, personal check or certified check payable directly to Landlord. Payment is due on the first day of the month.
- (b) The monthly rental rate may be subject to increase (i) upon renewal at the end of the initial term and (ii) thereafter upon thirty (30) days' notice.
- (c) The first payment of rent by Resident shall be made on or before Month __, 20__ in the amount of \$_____.

3. SECURITY DEPOSIT: A security deposit of \$_____ shall be required. Landlord agrees to hold the security deposit, if any, in accordance with applicable Georgia law, including any required payment of interest. Upon the end of the Lease term, Landlord will determine what portion, if any, of the security deposit is to be returned by Landlord after deductions for damages and unpaid Rent and shall refund all or the remaining portion of the security deposit (as the case may be) to Resident within thirty (30) calendar days of the end of the term. In the event Landlord retains any or all of the security deposit, Landlord will additionally provide Resident with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of Resident.

4. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by the Landlord on or before the due date are late and constitute a default under this Agreement.

- (a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay an administrative charge of \$25.
- (b) The Resident also agrees to pay the Landlord an additional charge of \$25 for any returned item.
- (c) Resident and Landlord agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Resident's late and/or returned payment. Any late charge shall be paid by personal check, certified check or cashier check with the current installment of Rent. Landlord's acceptance of any late charge shall not constitute a waiver as to any default of Resident. Landlord's right to collect a late 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.

5. EARLY TERMINATION OF AGREEMENT: For any early termination, the Resident shall provide thirty (30) days' notice, shall pay Rent through the end of such notice, and shall pay an amount equal to one month's rent to the Landlord as liquidated damages for the early termination of this Agreement. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Resident as a result of Resident's physical damage to the Premises. Notwithstanding anything else in this Section 5, if the Resident has been in residence for more than one (1) year, there shall be no liquidated damages for early termination.

6. NUMBER OF OCCUPANTS: Resident agrees that the Premises shall be occupied only by the Resident and occupants listed on the application. All Residents over the age of eighteen (18) years will be required to have a background check performed.

7. INSPECTION AT COMMENCEMENT OF OCCUPANCY: The Resident and Landlord acknowledge that, prior to signing this Agreement, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Resident Guide. The Resident hereby acknowledges that, except as set forth in the attached Property Condition Report, the Premises were rented to the Resident in good order and repair and that the Premises were in safe, clean and habitable condition. The parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report. Landlord acknowledges the responsibility to provide the Resident Premises that are in a habitable condition. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Resident unless cured within 15 days. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Property Condition Report as existing prior to the Resident's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Resident's expense.

8. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.
- (b) Resident accepts existing locks as safe and acceptable. If Resident requests that Landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord. Resident shall pay for the total cost of Landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from the Resident to the Landlord, the Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Landlord shall have a reasonable time in which to comply with a written request from the Resident for rekeying, changing, installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. In the event Resident changes or adds locks or security devices, keys or access shall be furnished to Landlord.

9. SMOKE DETECTORS: Landlord shall have no duty to furnish smoke detectors except as required by applicable law. When smoke detectors are furnished, Landlord shall test same and provide initial batteries at the commencement of the term hereof; thereafter, Resident shall pay for and replace smoke detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, the Landlord will inspect and repair a smoke detector if the Resident first gives the Landlord written notice of a malfunction or request to the Landlord that the smoke detector be inspected or repaired. Landlord shall have no duty to repair damage to or a malfunction of a smoke detector if such was caused by the Resident, the Resident's family, or the Resident's guests or invitees during the term of this Lease or a renewal or extension. The Landlord shall have a reasonable time in which to comply with the Resident's request for inspection or repair of a smoke detector.

10. ASSIGNMENT AND SUBLETTING: The Resident 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 shall constitute a breach of this Agreement by the Resident and may subject the Resident to eviction and/or claims by the Landlord for monetary damages.

11. NUISANCE: The Resident will use the Premises in a manner that does not disturb other Residents or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination in accordance with Section 23 below and in accordance with applicable law.

12. PROHIBITED ACTIVITIES:

(a) Resident agrees to comply with all occupancy rules and regulations contained in the Resident Guide governing the Community whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Resident Guide as an Addendum which is incorporated into this Agreement. Owner may from time-to-time amend and supplement the Resident Guide, effective thirty (30) days following posting notice of such amendment at the Community Management Office and delivery of notice to Resident(s). Violation of the occupancy rules and regulations contained in the Resident Guide may be considered a violation of this Agreement.

(b) Resident shall not conduct any illegal activities on the Premises.

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

14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: The Resident shall refer to the Resident Guide for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.

15. UTILITY CHARGES: Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
HEAT	LANDLORD	CABLE (Basic) TV	<u>LANDLORD</u>
SEWER	LANDLORD	SATELLITE TV	<u>RESIDENT</u>
ELECTRICITY	LANDLORD	TELEPHONE	<u>RESIDENT</u>
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	<u>LANDLORD</u>
WATER	LANDLORD	OTHER	
GARBAGE	LANDLORD	OTHER	
GAS	LANDLORD	OTHER	

Responsibilities for utility costs are as follows: Landlord shall pay for water, sewer, electricity, gas, oil (if applicable), garbage, cable and high speed internet. Resident shall pay for satellite television, telephone, and any Charge (as defined below) as described below for their individual Premises. Except as otherwise set forth in this Section, there shall be no change in Resident’s or Landlord’s respective responsibilities for payment of said utilities pursuant to this Agreement without Landlord providing Resident at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to Resident in connection with the processing of billing notices for Landlord-provided utilities, including a Utility Notice (as defined below).

Notwithstanding anything to the contrary in this Agreement, upon the failure of Resident to pay any amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Resident’s failure to pay any other rent amounts due under this Agreement. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Resident.

CHECK AND INITIAL APPROPRIATE SECTION BELOW:

The Office of the Secretary of Defense has mandated implementation of a utility billing program that compares actual energy consumption by the Resident with a baseline average energy consumption at similar homes. Under the program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Residents are credited for energy consumption below such baseline (“Conservation Credit”) or are charged for energy consumption above such baseline (“Charge”).

[for units already separately metered and in live billing]

A portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the “Utility Baseline”), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the “Actual Utility Cost”) to the Utility Baseline and provide Resident

with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within fifteen (15) days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. _____ **RESIDENT INITIALS**

[for units not yet separately metered and in live billing but expected to be in future]

Upon the date when the electric and/or gas utility service have been separately metered for the Premises and live billing commences, a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within fifteen (15) days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. _____ **RESIDENT INITIALS**

16. REPAIRS: Residents shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Resident shall immediately notify the Landlord of any damage to the Premises. The Landlord shall make a diligent effort to repair or remedy a condition at the Premises if: (a) the Resident specifies the condition in a written notice to Landlord; (b) the Resident is not delinquent in the payment of rent at the time notice is given; and (c) the condition materially affects the physical health or safety of an ordinary Resident. The Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the Premises, which time shall begin upon the Landlord's receipt of the Resident's written notice requesting such repairs. Unless the condition was caused by ordinary wear and tear, the Landlord does not have a duty during the term of this Agreement or any renewal or extension thereof to repair or remedy a condition caused by: (y) the Resident or other lawful occupant of the Premises as permitted herein; or (z) a guest or invitee of the Resident.

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

18. ACCESS DURING OCCUPANCY: The Resident will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon two (2) hour notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event the Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need

not do so beyond 14 days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Agreement. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access, without notice to the Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide.

19. RESIDENT'S INSURANCE:

- (a) Resident agrees to obtain and maintain at all times during the term of this Agreement, at Resident's expense, (i) property insurance to cover losses or damage to personal property and (ii) liability insurance with a minimum coverage of \$100,000 to protect Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.
- (b) Resident acknowledges that: (i) Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Resident's loss, (ii) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (iii) Resident's failure to maintain the insurance required by subsection (a) above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

_____ **RESIDENT INITIALS**

20. DAMAGE AND DESTRUCTION OF PREMISES: The Resident may immediately vacate the Premises, and may terminate this Agreement within fourteen (14) days if Resident's enjoyment of the Premises becomes substantially impaired because of fire, condemnation, or other casualty. The Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and the rent shall cease from the date of the damage until repaired.

21. LIABILITY; INDEMNITY:

- (a) The Landlord shall not be liable to the Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. IN

THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE POLICE IMMEDIATELY.

- (b) **DISCLAIMER OF LIABILITIES:** THE LANDLORD SHALL NOT BE LIABLE TO THE RESIDENT'S INVITEES, GUESTS, FAMILY, EMPLOYEES, AGENTS, SERVANTS, OR OTHER OCCUPANTS OF THE PREMISES FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY CAUSED BY DEFECTS, DISREPAIR, OR FAULTY CONSTRUCTION OF THE PREMISES, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR OTHER CAUSES WHATSOEVER UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF THE LANDLORD.
- (c) **RESIDENT'S INDEMNITY:** THE RESIDENT SHALL INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING (i) FROM THE RESIDENT'S USE OR OCCUPANCY OF THE PREMISES (ii) FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT IN OR ABOUT THE PREMISES OR (iii) FROM ANY ACTIVITY, WORK, OR THING DONE OR PERMITTED BY THE LANDLORD IN OR ABOUT THE PREMISES, UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF THE LANDLORD.

22. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Resident to request an exit walk through inspection of the Premises with the Landlord. At the time of request, Landlord will provide to Resident detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) days before the Resident ends occupancy of the Premises pursuant to this Agreement. Using the Property Condition 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 Resident with a copy of the Property Condition Report. Any damage charges in excess of \$300 will be documented with photographs.

23. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either the Landlord or Resident materially fails to comply with any of the terms of this 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 5-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 5 days in the case of a failure to pay rent when due), the injured party shall have the option of declaring this 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. DISPOSSESSORY PROCEEDINGS:

- (a) The Landlord may terminate this Agreement and dispossess the Resident in accordance with applicable law for Resident's failure to pay rent or for one or more violations by Resident of this Agreement or any other actions that:

- (i) affect or threaten to affect the health or safety of other residents in the community;
 - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community;
 - (iii) are illegal; or
 - (iv) upon notice that Resident or a member of his or her family is or has been barred from entry onto the military installation by the Installation Commander.
- (b) If the Resident willfully remains in possession without the Landlord's consent after expiration of the term of this Agreement, the Resident is deemed to be in breach of this Agreement and the Landlord may commence a dispossessory proceeding. A dispossessory proceeding may be filed at the later of (i) the first day following the termination of this Agreement, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of the Landlord, the Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Resident.

25. ABANDONMENT: If Resident has been absent from the Premises for more than fourteen (14) days without notification to Landlord, the Premises may be deemed abandoned. If Landlord is informed of or discovers that Resident has abandoned the Premises, Landlord will notify the Installation Commander and request a determination of status of Resident and take such further action with regard to the Premises and any remaining personal property of Resident as is necessary, all in accordance with the Resident Guide.

26. SEX OFFENDERS REGISTRATION: If any member of Resident's household is subject to residency restrictions under Georgia 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 Georgia law, it is Resident's responsibility to immediately notify the Community Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of the Agreement. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate Georgia law. Resident will be required to pay for the costs of Resident's move and applicable Agreement Termination Fees. If no alternative premises is available, Resident's Agreement will be terminated with five (5) days notice. Failure to comply will be considered a breach of this Agreement and will result in immediate Termination.

27. NOTICES: Unless otherwise provided, any notice period provided for by this Agreement shall begin to run on the date such notice is received. If Resident's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by 30 days in the month in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to the Landlord shall be sent to:

Stewart Hunter Housing, LLC

335 Courage Loop

Fort Stewart, GA 31315

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 RESIDENT RECORDS: The Landlord or managing agent shall not release financial information about a Resident or prospective Resident to a third party, other than a Resident's rent payment record and the amount of the Resident's periodic rental payment, without the prior written consent of the Resident or prospective Resident, or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to a Resident or prospective Resident in the event of an emergency.

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

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

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

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

LANDLORD _____(SEAL)

DATE:_____

RESIDENT _____(SEAL)

DATE:_____