

|   |        |  |                                |  |                  |
|---|--------|--|--------------------------------|--|------------------|
| <b>COMMUNITY</b>  |        |  |                                |  |                  |
| <b>UNIT NUMBER</b>  |        | <b>UNIT ADDRESS</b>  |                                |  | <b>UNIT TYPE</b> |
| CITY <b>Key West</b>  |        | COUNTY <b>Monroe County</b>                                      | STATE <b>FL</b>                |  | ZIP <b>33040</b> |
| <b>1. CURRENT DATE</b><br>Month __, 20__  |        | <b>2. LEASE COMMENCEMENT DATE (MM/DD/YYYY)</b><br>Month __, 20__ |                                | <b>3. LEASE END DATE</b><br>Month __, 20__ |                  |
| <b>4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE</b>   |        |  |                                |  |                  |
| a. NAME   | 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    |
| <b>5. MONTHLY RENT</b>  |        |  | <b>6. PARTIAL RENT PAYMENT</b> |  |                  |
| \$  |        |  | \$                             |  |                  |
| <b>7. SECURITY DEPOSIT AMOUNT</b>   |        |  |                                |  |                  |
| \$  |        |  |                                |  |                  |
| <b>8. LATE CHARGE</b>   |        |  |                                |  |                  |
| \$ 25.00  |        |  |                                |  |                  |
| <b>9. RETURNED PAYMENT CHARGE</b>   |        |  |                                |  |                  |
| \$ 25.00  |        |  |                                |  |                  |
| <b>10. UTILITIES PAID BY OWNER</b> All paid by Owner except telephone, cable TV, or any other service contracted by Resident(s) with a third party service provider. Terms are subject to change pursuant to Paragraph 8. |        |  |                                |  |                  |
| <b>11. RENT PAYABLE TO OWNER AT THE MANAGEMENT OFFICE LOCATED AT : NAS Key West, 800 Sigsbee Road, Building V4059, Key West, FL 33040</b>   |        |  |                                |  |                  |
| <b>12. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above )</b>   |        |  |                                |  |                  |
| 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.               |
| <b>13. EMERGENCY CONTACT</b>  |        |  |                                |  |                  |
| a. NAME   |        | b. RELATIONSHIP  |                                | c. TELEPHONE                               |                  |
| <b>14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:</b>  |        |  |                                |  |                  |
| <b>READ AND ACCEPTED BY:</b>  |        |  |                                |  |                  |
| X   |        |  |                                |  |                  |
| RESIDENT  |        |  | PRINTED NAME                   |  |                  |
| X   |        |  |                                |  |                  |
| RESIDENT  |        |  | PRINTED NAME                   |  |                  |
| X   |        |  |                                |  |                  |
| OWNER By: Balfour Beatty Communities Management Company,<br>Authorized Agent  |        |  | PRINTED NAME                   |  |                  |

**THIS LEASE** is made on the "Current Date" listed in Box 1, Page 1, between **Southeast Housing, LLC**, Owner of the subject Premises (the "Owner"), 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 \_\_\_\_\_ (the "Community") at \_\_\_\_\_ (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, Owner rents to Resident and Resident rents from Owner, the Premises referenced on Page 1 of this Lease. The Premises is to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The property is managed by Balfour Beatty Communities Management Company, which company address and phone number is specified in Box 11, Page 1. Balfour Beatty Communities Management Company is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of Owner.
3. **Term/Automatic Renewal.** The initial term of this Lease is for twelve 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. However, for Resident(s) in possession of the Premises as of September 30, 2007, Owner reserves the right to extend the lease commencement date in Box 2, Page 1, to a date that is no later than December 31, 2007, by delivering written notice of the extension to Resident. In such event, this Lease shall be deemed amended to reflect the new commencement date in Box 2, Page 1, and a new termination date in Box 3, Page 1, which termination date shall be twelve (12) months after the new commencement date but no later than December 31, 2008. After expiration of the initial term, if a new Lease has not been executed by Resident and Owner and the Resident remains in possession, this Lease will automatically continue on a month-to-month tenancy. 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.**
  - (a) The monthly rental rate shall be the amount shown in Box 5, Page 1, the affiliated-resident rate for which Resident and all Occupant(s) are eligible. Payment will be made by credit card, debit card, money order, cashiers check, or certified check payable directly to Owner. Payment is due on the first day of the month (payment in advance). 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' written notice. The first payment of rent by Resident shall be made on or before \_\_\_\_\_ 200\_\_ in the amount shown in Box 5 or Box 6, page 1.
  - (b) In the event that (i) Resident becomes ineligible for the affiliated-civilian rental rate, and/or (ii) a person not listed in Box 12, Page 1 moves into the Premises without prior written consent of Owner, Rent for the Premises shall immediately increase to the applicable rental amount for the Premises. If Resident chooses not to pay the increased rental amount as a result of the reason(s) set forth in this Section, Resident may terminate this Lease with thirty (30) days notice to Owner.
5. **Security Deposit.** A Security Deposit equal to one month's Rent will be required. Owner agrees to hold the security deposit, if any, in accordance with applicable Florida law. Upon vacating the Premises at Lease termination, if Owner does not intend to impose a claim on the Security Deposit, Owner shall have fifteen (15) days to return the Security Deposit together with interest (if held in an interest-bearing account) or Owner shall have thirty (30) days to give Resident written notice by certified mail to Resident's last known mailing address of its intention to impose a claim on the Security Deposit and the reason for imposing the claim. Unless Resident objects to the imposition of Owner's claim or the amount thereof within fifteen (15) days after receipt of Owner's notice of intention to impose a claim, Owner may then deduct the amount of the claim and shall remit the balance of the Security Deposit to Resident within thirty (30) days after the date of the notice of intention to impose a claim for damages. The Security Deposit shall be held by Owner at Merrill Lynch, 4804 Deer Lake Drive, Building 1, 1<sup>st</sup> Floor, Jacksonville, FL 32246 in a separate **non-interest bearing** account not

commingled with any of Owner's other funds. [[If interest-bearing, add the following]] Interest accrued on such Security Deposit shall be payable in accordance with applicable law.

6. **Late Charge/Returned Checks.** Resident acknowledges either late payment of Rent or the refusal of an Allotment may cause Owner 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 Owner, If any installment of Rent due from Resident is not received by Owner or postmarked by the fifth (5<sup>th</sup>) day after the date due, Resident shall pay to Owner a late charge for such monthly installment as set forth in Boxes 8 and 9 on Page 1. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or returned payment. Any late charge shall be paid by personal check, certified check or cashier check with the current installment of Rent. Owner's acceptance of any late charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a late charge shall not be deemed an extension of the date Rent is due or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.
  
7. **Condition of Premises Upon Commencement Date.**
  - a. Owner and Resident will jointly inspect the Premises unless Resident chooses to accept without inspection the condition of the Premises as described in the Move-In/Move Out Property Condition Report. Within three (3) business days of the Commencement Date, Resident shall complete and return to Owner the Move-In/Move-Out Property Condition Report detailing any deficiencies noted in the Premises. Owner and Resident will sign the Move-In/Move-Out Property Condition Report. If Resident does not return the Move-In/Move-Out Property Condition Report to Owner, Resident accepts the Premises without exception. Resident agrees to return the Premises to Owner at the Termination Date in the same condition less ordinary wear and tear as further described in Section 25.
  
  - b. Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable laws affecting health and safety. Resident agrees to:
    - (i) Dispose of all ashes, rubbish, garbage and waste in a clean and safe manner;
  
    - (ii) Use all plumbing, electrical, sanitary, ventilating, air conditioning facilities and appliances in a safe and responsible manner; and
  
    - (iii) Not deface, damage or otherwise harm any part of the Premises.
  
8. **Services and Utilities.** Rent will always include water and sewer utilities. Rent will also include gas/oil and electric utilities unless and until Owner notifies Resident of Resident's responsibility to pay for such gas/oil and electric utilities (the "Utility Notice"). Such Utility Notice shall be in writing and provide 60 calendar days notification period until such revision becomes effective. 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. **Occupant(s) and Permitted Use.** Resident, Occupants(s) and guests will not commit any acts or use the Premises or common areas in such a way as to: (i) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (ii) commit property damage; or (iii) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, business, or peace and quiet of any other resident, Resident Services Office staff, contractors, or other persons engaged in lawful activity in the area.
  
10. **Resident Guide.** 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 Lease. 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 written notice to Resident(s). Violation of the occupancy rules and regulations contained in the Resident Guide may be considered a violation of this Lease.

11. **Pets.** A maximum of two (2) pets are allowed to live or be harbored on the Premises, in accordance with the restrictions set forth in the Resident Guide. No pet deposit will be required.
  
12. **Repairs/Alterations/Liens.** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without the express written consent of Owner and Resident will not incur any debt against Owner or create any lien upon the Premises for any work done or material furnished. Resident shall notify all parties performing work on the Premises at Resident's request that the Lease does not allow any liens to attach to Owner's interest. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, modification of electrical appliances, or installation of telecommunication devices, including satellite dishes and/or antennae. No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the Premises may be altered, modified, installed or removed without express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes. Refer to the Resident Guide for further details.
  
13. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. Resident shall be responsible for checking and maintaining all smoke and carbon monoxide detectors and any additional phone lines installed for personal use beyond the line Owner shall provide and maintain. Resident shall immediately notify Owner, in writing, of any problem, malfunction or damage. Owner shall make a diligent effort to repair or remedy a condition at the Premises if: (a) Resident specifies the condition in a written notice to Owner, and Resident is not delinquent in the payment of Rent at the time notice is given or (b) the condition materially affects the physical health or safety of an ordinary resident. Owner shall have a reasonable amount of time to commence and complete Owner's repair of the Premises. Resident shall be billed for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be billed for all damage to the Premises as a result of failure to report a problem in a timely manner. Resident shall be billed for repair of improper drain blockages or stoppages caused by Resident, Occupant or guests. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall grant Owner the right to hire someone to perform such maintenance and bill Resident to cover the cost of such maintenance. Maintenance of the landscaping is the responsibility of Owner, with the exception of any fenced area, which is the responsibility of Resident. For further information on Maintenance guidelines and procedures, refer to the Resident Guide.
  
14. **Waiver and Liability.**
  - a. To the extent permitted by law, Resident shall be financially responsible for reimbursing Owner if Owner incurs any loss or damage as a result of or relating to: (i) any default by Resident; or (ii) the breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.
  
  - b. Owner shall not be liable to Resident for any lack of access to the Community, or any other land under the control of the Federal Government.
  
  - c. If Owner does not exercise its rights under this Lease, Owner may still exercise these rights at a later date.
  
15. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely 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.

16. **Entry onto the Premises.** Resident shall permit Owner, upon at least twenty-four (24) hours' prior notice, to have access to the Premises during Owner's office hours for the purpose of making inspections and repairs. Preventative Maintenance Inspections must be accomplished a minimum of twice per year. Owner shall have access to the Premises at other times, with prior notice of at least twelve (12) hours to Resident, for the purpose of making Resident-requested repairs. Owner shall have immediate access to the Premises, without notice to the Resident, in case of an emergency situation. Owner may also enter the Premises with at least forty-eight (48) hours' posted notice if it appears that the Premises have been abandoned by Resident for fifteen (15) days or more, if Owner obtains an appropriate court order, or as otherwise permitted by applicable laws.
17. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. 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 Owner, terminate this Lease.
18. **Estoppel Certification.** If the Premises is sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms--Estoppel Certification" (the "Certification"), Resident agrees to execute and deliver the Certification to Owner 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 Owner's consent and stating the modifications. If Resident fails to do so (except by reason of deployment), it will be deemed an acknowledgment by Resident that the Certification, as submitted by Owner, 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.
19. **Termination Because of Default.** In the event of a default as described below, Resident, as the injured party, shall have the option of declaring the Lease terminated and may immediately vacate the Premises, or Owner, as the injured party, shall be entitled to immediate possession of the Premises, as the case may be, without either injured party forfeiting whatever other right there may be for breach of this Lease.
- a. **Owner Default.** Except as noted below, Owner will be in default if Owner fails to comply with Owner's required repair obligations under this Lease or fails to comply with other material provisions of this Lease and such failure continues for more than seven (7) days after the Resident delivers a written notice to Owner that describes how Owner has violated the Lease. If Owner's failure to comply is due to causes beyond Owner's control and if Owner has made, and continues to make, every reasonable effort to correct the problem, the Lease may be terminated or altered by the parties, as follows:
- (i) If Owner's failure to comply makes the Premises uninhabitable and Resident vacates, Resident shall not be liable for Rent during the period the Premises remains uninhabitable.
- (ii) If Owner's failure to comply does not make the Premises uninhabitable and Resident continues to occupy the Premises, Rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
- b. **Resident Default.** Resident shall be in default and Owner shall have the right to terminate the Lease if any of the following occur:
- (i) Resident fails to pay Rent when due and the default continues for three (3) days excluding Saturday, Sunday and legal holidays, after delivery of written demand by Owner for payment of the Rent or immediate possession of the Premises; or
- (ii) Resident fails to perform its obligations under the Lease, and the failure is such that Resident should not be given an opportunity to correct it or the failure occurs within twelve (12) months of a written warning by Owner of a similar failure. Examples of such

failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Owner's or other resident's property by an intentional act or a subsequent or continued unreasonable disturbance; or

- (iii) Except as provided above, Resident fails to perform any other obligation under the Lease and the default continues for more than seven (7) calendar days after delivery of written notice to Resident from Owner specifying the default, including a notice that if the noncompliance is not corrected within seven (7) calendar days from the date the written notice is delivered, Owner shall terminate the Lease; or
- (iv) Resident's actions affect or threaten to affect the health or safety of other residents in the community; or
- (v) Resident substantially interferes with the right to quiet enjoyment of other residents in the community; or
- (vi) If Resident willfully remains in possession of the Premises without Owner's consent after expiration of the term of this Lease, Resident is deemed to be in breach of this Lease and Owner may apply for removal or sue for eviction of Resident in accordance with applicable law. A complaint applying for removal or eviction of Resident may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of Owner, Resident shall be obligated to pay Owner's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident, together with double the amount of Rent due on the Premises for the period during which Resident refuses to surrender possession.

20. **Mutual Termination by Resident(s) and Owner Prior to Expiration of Term.** Upon debarment of any Resident or Occupant from the installation, this Lease may be terminated by mutual agreement of the Resident and Owner. \_\_\_\_\_ **(RESIDENT INITIALS)**

21. **Early Termination by Resident.** Resident has 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 Owner 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 Owner pursuant to the terms of the Lease.

22. **Early Termination by Owner.** Owner may terminate this Lease for the following reasons:

- a. Failure to vacate the Premises and community with notification by the Installation Commanding Officer.
- b. Misuse or illegal use of the Premises, or conduct of Resident, Occupants(s), and/or guests which is detrimental to community safety and health.
- c. Unacceptable care of or damage to Premises.
- d. When Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises.
- e. Use of the Premises for illegal activities or commercial purposes for which Owner has not given written authorization in advance.
- f. 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.

23. **Hold Harmless and Indemnity.**

- a. To the extent allowed by, and not inconsistent with applicable law, Owner shall not be liable to 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 Owner or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Owner has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. Owner does not guarantee, warrant or assure Resident's personal security. In the event of criminal activity, Resident should contact the appropriate authorities immediately.
- b. **Disclaimer of Liabilities:** To the extent allowed by, and not inconsistent with, the terms of applicable law, Owner shall not be liable to Resident's invitees, guests, family, employees, agents, 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 Owner.
- c. **Resident's Indemnity:** Resident shall indemnify and hold Owner harmless from and against any and all claims for damages to the Premises or other property or personal injury arising (i) from 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 Owner in or about the Premises, unless the same is caused solely by the gross negligence or willful act or willful omission of Owner.

24.

25. **Exit Inspections and Resident's Obligations Upon Vacating the 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 Owner. At the time of written notice to vacate, Owner 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) business days before Resident ends occupancy of the Premises pursuant to this Lease. Using the Move-In/Move-Out Property Condition Report that was used to record the condition of the Premises at the Lease Commencement Date, Owner shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Owner shall sign and provide Resident with a copy of the Move-In/Move-Out Property Condition Report.

- a. If Resident does not schedule and attend a Move-Out inspection of the Premises, Resident will accept Owner's assessment of damages or deficiencies that exceed normal wear and tear as permitted by applicable law and be responsible for payment of costs to Owner within ten (10) business days of Move-Out,

26. **Damage to the Premises.**

- a. 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 by Owner, either Owner 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, Owner 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. Owner may alternatively offer Resident another Premises if one is available. Resident may accept the Premises and this Lease will remain in effect.

- b. If the damage to the Premises is a result of a negligent, reckless, or deliberate action of Resident, Occupant, or guests, only Owner shall have the right to terminate this Lease. Resident will be responsible for payment of the repair and damages to the Premises caused by Resident or Occupant and shall make such payment within thirty (30) calendar days of notice thereof from Owner. Failure to pay such amount is a material breach or default of this Lease.

27. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions. Owner will give Resident no less than thirty (30) days' advance notice. A Relocation to another Owner-provided residence will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, any Occupants or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies. If Resident chooses to refuse Relocation to an Owner designated residence, owned by Owner, then Owner may terminate or choose to not renew the Lease at Owner's sole option. A Relocation to a residence not owned by the Owner will be at the Resident's sole expense.

28. **Abandonment.** If Resident has been absent from the Premises for more than one-half the time for a periodic rent payment without written notification to Owner, the Premises may be deemed abandoned. Resident agrees that upon surrender or abandonment, as defined by Florida Statutes, Owner shall not be liable or responsible for storage or disposition of Resident's personal property.

29. **Choice of Law.** Owner 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: Part II, Chapter 83, Florida Statutes \_\_\_\_\_ **-(Initial here to acknowledge the applicable law.)**

Or

- b. Part II, Chapter 83, Florida Statutes and Florida state common law. \_\_\_\_\_ **-(Initial here to acknowledge the applicable law.)**

30. **Sex Offenders Registration.** If any member of Resident's household is subject to residency restrictions under Florida 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 Florida 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 Lease. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate Florida 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 seven (7) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination.

31. **Confidentiality of Resident Records.** Owner 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 Owner of a subpoena for the production of records. This section shall not preclude Owner 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 Owner may provide this information without recourse or further written authorization from Resident.



32. **Severability.** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable.
33. **Change in Ownership/Subordination.** This Lease and Resident's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans, or leases on the building or land.
34. **Modifications.** No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.
35. **Notices.**
- a. To Resident – Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing; (ii) it is addressed to Resident at the Premises or, if specified in writing by the Resident, to any other address and; (iii) it is personally delivered to the Resident or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked.
  - b. To Owner – Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 11, Page 1, of this Lease. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked. This notification section does not apply to monthly payment of Rent.
36. **Controlling Document.** In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease Agreement and any other exhibits or attachments to this Lease Agreement, then the provisions of this Lease Agreement shall, in all respects, govern and control.
37. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department. This notice is given pursuant to Florida Statutes Section 405.056.
37. **Addenda.** Resident(s) acknowledges receipt of the following supplements and understands that they are a binding part of this Lease.
- Resident Guide
  - Pet Addendum
  - Home Based Business Addendum
  - Satellite Dish Addendum
  - Mold and Mildew Disclosure
  - Lead Based Paint Disclosure
  - Asbestos Addendum