

## TENANT OCCUPANCY AGREEMENT

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This TENANT OCCUPANCY AGREEMENT (this "Agreement"), is made this XXXXXXXXXXXX, 2008, between Fort Detrick/Walter Reed Army Medical Center Housing LLC, ("Landlord"), and XXXXXXXXXX. (the "Tenant").

1. **TERM OF OCCUPANCY:** The Landlord grants occupancy to the Tenant and only those persons authorized by this Agreement, for a term of one (1) year, the premises known as XXXXXXXXXXXXXXX, Frederick, Maryland 21702 (the "Premises"), for use as a dwelling only, together with the property noted on the Rental Checklist received at move in. Occupancy shall begin on XXXXXXXX, 2008 and end XXXXXXXX, 2009 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 equal the senior service member Tenant's Basic Allowance for Housing (BAH) with dependents rate, as may be adjusted to reflect adjustments to BAH, which is currently \$XXXXXX per month, provided however, that if such senior service member Tenant is not assigned to Fort Detrick, Maryland and if such senior service member's BAH is lower than the BAH that would be provided to a service member of the equivalent rank assigned to Fort Detrick, Maryland the monthly rental rate shall equal the higher BAH with dependents rate as calculated for a service member of the equivalent rank assigned to Fort Detrick, Maryland.
  - (a) Payment will be made through an allotment/deduction from the senior service member Tenant's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Tenant's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears).
  - (b) By signing this Agreement, authorization is given to initiate and maintain an allotment equal to the BAH and payable to the Landlord, effective the first day of the month following the date of this Agreement. Payment will be made by certified check or money order for the prorated portion of the first month's rent for the number of days the Premises is occupied. **Payment is due on the first day of occupancy.** Authorization is also given to stop the BAH allotment at the time this Agreement is terminated.
  - (c) The first payment of rent by Tenant shall be made on or **before XXXXXXX, 2008** in the amount of **\$XXXXXX**.
  - (d) **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.

- (e) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Tenant agrees to pay an administrative charge of \$25.
- (f) The Tenant also agrees to pay the Landlord an additional charge of \$25 for any returned item.
- (g) If Tenant shall fail to pay the rent, or any additional amounts as provided herein, within 5 days of the date due, or if Tenant shall breach any other covenant or condition of this Agreement, Landlord may require that the entire rent for the Agreement period be due.
- (h) The Landlord has the right to require that all payments that are not paid by allotment be made by money order, cashiers check, or certified check payable directly to Landlord.
- (i) Notwithstanding any other provisions of this Agreement, the Tenant shall not be in default of any provision of this Agreement by reason of failure or delay in Tenant receiving a BAH, nor shall Tenant be assessed any administrative charges so long as such failure or delay is not the result of Tenant's actions.

### **3. EARLY TERMINATION OF AGREEMENT BY TENANT:**

- (a) When either the 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, this Agreement may be terminated by the Tenant without payment of any penalty or liquidated damages for rent if the member:
  - (i) Has received permanent change of station orders to depart thirty-five miles or more (radius) from the Premises; or
  - (ii) Has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the Premises; or
  - (iii) Is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard; or
  - (iv) Has received orders assigning such member to government-provided quarters, resulting in the forfeiture of BAH; or
  - (v) Dies or his/her spouse dies, or is declared missing-in-action. (The spouse, next of kin or personal representative/executor of the decedent's estate may exercise early termination of this Agreement); or
  - (vi) Is otherwise qualified to terminate this Agreement pursuant to the terms of Maryland Statutes Annotated 8-212.1.
- (b) If the Tenant seeks early termination of this Agreement, the 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.

Such notice shall also state an effective date for the termination, which date shall not be less than thirty days after the date of Landlord's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. The final month's rent owed by the Tenant shall be prorated based on the date of termination and such prorated rent shall be payable at such time as would have otherwise been required by the terms of this Agreement.

**4. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS:** The Tenant is required to provide immediate notice of any change in marital or dependent status to Landlord. If a 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 referral, this Agreement shall be terminated thirty days after the change in status, unless the Landlord shall approve a different termination date, with the consent of the Garrison Commander, and the Tenant continues to pay rent at the BAH with dependents rate.

**5. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For any early termination of this Agreement, for any reason other than those described in Section 4 or 5 of this Agreement, the Tenant shall deliver to the Landlord a written notice that shall also state an effective date for the termination, which date shall not be less than thirty days after the date of Landlord's receipt of the notice. The Tenant shall pay an amount equal to thirty day'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 Tenant as a result of Tenant's physical damage to the Premises.

**6. NUMBER OF OCCUPANTS:** Tenant agrees that the Premises shall be occupied only by the Tenant's immediate family consisting of Tenant, \_\_\_\_\_ other adult(s), \_\_\_\_\_ children, together with \_\_\_\_\_ additional occupants, provided such additional occupants have been approved by the Garrison Commander. The occupants of the Premises other than Tenant are:

Name (Last, First, M.I.)	Relationship	Sex	Age

**7. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** The Tenant and Landlord acknowledge that, prior to signing this Agreement, they conducted a joint examination of the Premises. The Tenant hereby acknowledges that, except as set forth in the attached Rental Checklist, the Premises were rented to the Tenant 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 Rental Checklist. Landlord acknowledges the responsibility to provide the Tenant Premises that are in a safe and habitable condition. Any

latent defects that are found in violation of any applicable law shall be cause for termination by the Tenant unless cured within 15 days. Tenant further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Rental Checklist as existing prior to the Tenant's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Tenant's expense.

**8. ASSIGNMENT AND SUBLETTING:** The 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 made without the prior written consent of the Landlord shall constitute a breach of this Agreement by the Tenant and may subject the Tenant to eviction and/or claims by the Landlord for monetary damages.

**9. NUISANCE:** The Tenant will use the Premises in a manner that does not disturb other Tenants 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.

**10. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

- (a) The 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 said Agreement.
- (b) The 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; nor sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- (c) 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 governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Tenant maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Tenant shall bear all legal and financial responsibility for said injury and/or damage which results there from. Failure of the Tenant to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Agreement.

**11. ANIMALS:** Tenant shall be permitted to keep two 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 Tenant 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.

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

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

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

There shall be no change in the Tenant's or Landlord's respective responsibilities for payment of said utilities pursuant to this Agreement without the Landlord providing the Tenant at least six (6) months prior written notice.

**14. REPAIRS:** Tenants shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Tenant shall immediately notify the Landlord of any damage to the Premises.

**15. ALTERATIONS AND FIXTURES:** The Tenant 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 Tenant shall be 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 this Agreement. In the event such fixture or other personal property of the Tenant is not removed at the expiration of this 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.

**16. ACCESS DURING OCCUPANCY:** The Tenant will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twelve hours (12) hours notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event the Tenant is absent, the Landlord will endeavor to delay the access until the return of the Tenant 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 Tenant, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access to the Premises in case of an emergency situation, as provided in the Resident Guide.

**17. PROPERTY INSURANCE:** The Landlord has obtained personal property insurance for the benefit of the Tenant in the amount of \$20,000 with a \$250 deductible at no additional cost to the Tenant. The Tenant acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of such coverage amount. The Tenant acknowledges being advised to obtain additional insurance at Tenant's cost to protect the Tenant from claims for property damages and physical injury caused by or to the Tenant, or the Tenant's family member(s), invitees or guests. Tenant acknowledges 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.

**18. DESTRUCTION OF PREMISES:** The Tenant may terminate this Agreement if the Premises become uninhabitable for a period in excess of one month 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 member, guest, or invitee. 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, where the damage was not the fault of the Tenant or Tenant's family member, guest, or invitee. If the Premises cannot be repaired within 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 member(s), guests, or invitees.

**19. LIABILITY:** 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, 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 security of the Premise or surrounding community. The Landlord does not guarantee, warrant or assure Tenant's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE TENANT SHOULD CONTACT THE POLICE IMMEDIATELY.

**20. EXIT INSPECTION OF PREMISES:** All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Tenant to request an exit walk through inspection of the Premises with the Landlord. At the time of request, Landlord will provide to Tenant detailed standards for clearing the Premises. An appointment for a walk through

inspection must be scheduled no less than ten (10) days before the Tenant ends occupancy of the Premises pursuant to this Agreement. Using the Rental Checklist 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 Rental Checklist. Any damage charges in excess of \$300 will be documented with photographs.

**21. TERMINATION BECAUSE OF DEFAULT:** Except as otherwise provided herein, if either the 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 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.

**22. EVICTION:**

- (a) The Landlord may terminate this Agreement and evict the Tenant in accordance with applicable law for Tenant's failure to pay rent or for one or more violations by Tenant 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; or
  - (iii) upon notice that Tenant or a member of his or her family is or has been barred from entry onto Fort Detrick, Maryland by the Garrison Commander.
- (b) If the Tenant remains in possession without the Landlord's consent after expiration of the term of this 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 termination of this Agreement. On retaining possession beyond the rental period without consent of the Landlord, the Tenant shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Tenant.

**23. ABANDONMENT:** If Landlord is informed of or discovers that Tenant has abandoned the Premises, Landlord will notify the Garrison Commander and request a determination of status of Tenant and take such further action with regard to the Premises and any remaining personal property of Tenant as is necessary, all in accordance with the Resident Guide and Maryland Statutes Annotated, Sections 8-301 through 8-332.

**24. NOTICES:** Unless otherwise provided, any notice period provided for by this Agreement shall begin to run on the date such notice is delivered. If Tenant's vacating of the Premises

