

## TENANT RESPONSIBILITY AGREEMENT (FORT CARSON)

<b>COMMUNITY:</b>					
<b>UNIT NUMBER</b>		<b>UNIT ADDRESS</b>			<b>UNIT TYPE</b>
<b>CITY</b>		<b>COUNTY</b>		<b>STATE</b>	<b>ZIP</b>
<b>1. CURRENT DATE</b> (MM/DD/YYYY)		<b>2. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY)			<b>3. LEASE END DATE</b> (MM/DD/YYYY)
<b>4. TENANT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE</b>					
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	d. Branch	e. Duty Station/UIC
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	D .Branch	e. Duty Station/UIC
a. NAME (Last, First, Middle Initial)		b. SSN	c. Pay Grade	D .Branch	e. Duty Station/UIC
<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 LANDLORD OR RESIDENT:</b> As described in Section 16.					
<b>11. RENT PAYABLE TO LANDLORD AT THE MANAGEMENT OFFICE LOCATED AT:</b>					
<b>12. LIST OF ALL OCCUPANTS</b> (Do not list any from Number 4 above )					
1a. NAME (Last, First, Middle Initial)				b. AGE	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>					
Liquidated Damages: \$500.00					

## **TENANT LEASE**

This **LEASE** (this “Agreement”), is made on the “Current Date” set forth in Box 1, Page 1, between Fort Carson Family Housing LLC (“Landlord”), and the individual(s) set forth in Box 4, Page 1 (collectively, “Tenant”). This is a private business arrangement between the parties. The premises leased are not military housing. Landlord is a civilian corporation and not a part of the United States Government, the U.S. Army, or Fort Carson.

### **1. TERM OF OCCUPANCY:**

- a) The Landlord agrees to lease to the Tenant and only those persons authorized by this Agreement, for a term of one (1) year, the premises set forth on Page 1 of this Agreement (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 the date set forth in Box 2, Page 1 and end on the date set forth in Box 3, Page 1 unless extended.
- b) This Agreement shall automatically extend on a month-to-month basis unless terminated by either party giving thirty (30) days written notice. During a month-to-month tenancy, the terms and conditions of this Agreement will continue to be in force unless changed by the Landlord. The Landlord must give the Tenant at least thirty (30) days notice before the effective date of any such changes.
- c) Upon termination of this Lease, any personal property remaining in the Premises shall become the property of the Landlord unless the Tenant shall reclaim the property within ten (10) days. The Landlord shall have no obligation to notify the Tenant of any such property.

### **2. RENT:**

**For Tenants paying Full BAH:** Subject to Section 16, the rent and Landlord-provided utilities (“Rent”) shall be no greater than the Basic Allowance for Housing at the With Dependents rate (the “BAH”) for Tenant’s duty station and military grade, if Tenant’s duty station is within a sixty (60) minute commute of the Premises, or no greater than at the With Dependents rate that would be charged for Tenant’s military grade at the Premises if Tenant’s duty station is not within a sixty (60) minute commute of the Premises. Rent shall be payable in monthly installments. The monthly Rent installment will begin in the amount specified in Boxes 5 and 10, Page 1, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below. If Tenants are dual Military (service member married to service member), the Rent for the Premises will be, subject to Section 16, no

greater than the BAH of the senior service member Tenant at the With Dependent's rate. If Tenant's BAH rate changes at any time for any reason, Tenant shall notify Landlord within ten (10) business days of the change. Tenant shall be responsible for the payment of Rent at the changed rate from the effective day of any change in Tenant's BAH rate and payable when received by Tenant. Tenant agrees that the foregoing constitutes effective notice from Landlord of the change in the amount of the monthly Rent which will take effect upon any change in Tenant's applicable BAH. In the event Tenant becomes ineligible for BAH, the Rent will be, subject to Section 16, equal to Tenant's BAH immediately prior to Tenant's ineligibility.

If this Agreement begins after the first (1<sup>st</sup>) day of the month, Tenant shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent. Tenant shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1<sup>st</sup>) day of the following month.

- a) **Allotment Option:** Tenant chooses to pay Rent in arrears on the first (1<sup>st</sup>) day of the following month through an allotment from the senior service member Tenant's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the senior service member Tenant's BAH rate. Tenant shall execute any additional documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via Allotment at Agreement signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Tenant's Allotment is terminated while Tenant is still in possession of the Premises without written permission from Landlord, Tenant will be considered in material breach of this Agreement, unless such termination is beyond Tenant's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
  
- b) **Third Party Vendor Managed Allotment Option:** Tenant authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(a) of this Agreement. Authorization is also given to stop the Allotment at the time that the Agreement is terminated. The Allotment will be changed when changes occur to the senior service member Tenant's BAH rate. Tenant shall execute all documents that are necessary to such Allotment at signing of this Agreement and Tenant agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Tenant takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's rent, the Allotment may be restarted automatically if the Tenant still occupies the Premises; provided,

however, that if the Allotment is unable to be restarted, then Tenant will be considered in material breach of this Agreement, unless such Allotment termination is beyond Tenant's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**

- c) **UDEFT Option:** Tenant chooses to pay Rent in arrears on the first (1<sup>st</sup>) day of the following month through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Tenant's pay account to Landlord. The UDEFT will be changed by Tenant when changes occur to the senior service member Tenant's BAH rate. It is Tenant's responsibility to make adjustments in the UDEFT to reflect any changes in Tenant's BAH rate. Tenant shall execute all required documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via UDEFT at Agreement signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Tenant's UDEFT is terminated while Tenant is still in possession of the Premises without written permission from Landlord, Tenant will be considered in material breach of this Agreement, unless such termination is beyond Tenant's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- d) **Direct Payment Option:** Tenant chooses not to use the Allotment or UDEFT payment options and agrees to make Rent payments directly to Landlord on the first day of each month in arrears after compensations (as recognized in the service member's Leave and Earning Statement) is received, without notice, to Landlord's office located at the address listed in Box 11, Page 1, subject to Section 16, or such other person at such address as Landlord may notify Tenant. Rent payment owed by Tenant pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Tenant acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. \_\_\_\_\_ - **(Initial here to select this option.)**

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or a third party billing service engaged by Landlord.

**For Tenants paying a Fixed Rent Amount:** The rent and Landlord-provided utilities ("Rent") shall be in an amount shown in Box 5, Page 1, subject to Section 16. Rent shall be payable in monthly installments, due in accordance

with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below.

The monthly rental rate may be subject to increase (i) at the end of the initial term, and (ii) thereafter upon thirty (30) days' written notice by Landlord.

If this Agreement begins after the first (1<sup>st</sup>) day of the month, Tenant shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent. Tenant shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1<sup>st</sup>) day of the following month.

- a) **Allotment Option:** Tenant chooses to pay Rent in arrears on the first day of the following month through an allotment from the senior service member Tenant's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the Rent rate. Tenant shall execute any additional documents that are necessary to make monthly Rent payments to Landlord via Allotment at Agreement signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Tenant's Allotment is terminated while Tenant is still in possession of the Premises without written permission from Landlord, Tenant will be considered in material breach of this Agreement, unless such termination is beyond Tenant's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- b) **Third Party Vendor Managed Allotment Option:** Tenant authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(a) of this Agreement. Authorization is also given to stop the Allotment at the time that the Agreement is terminated. The Allotment will be changed when changes occur to the Rent rate. Tenant shall execute all documents that are necessary to such Allotment at signing of this Agreement and Tenant agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Tenant takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's rent, the Allotment may be restarted automatically if the Tenant still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Tenant will be considered in material breach of this Agreement, unless such Allotment termination is beyond Tenant's fault or control. \_\_\_\_\_ - **(Initial here to select this option.)**
- c) **UDEFT Option:** Tenant chooses to pay Rent in arrears through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the

senior service member Tenant's pay account to Landlord. The UDEFT will be changed by Tenant when changes occur to the Rent rate. It is Tenant's responsibility to make adjustments in the UDEFT to reflect any changes in the Rent rate. Tenant shall execute all required documents that are necessary to make monthly Rent payments to Landlord via UDEFT at Agreement signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Tenant's UDEFT is terminated while Tenant is still in possession of the Premises without written permission from Landlord, Tenant will be considered in material breach of this Agreement, unless such termination is beyond Tenant's fault or control. \_\_\_\_ - **(Initial here to select this option.)**

- d) **Direct Payment Option:** Tenant agrees to make Rent payments in advance directly to Landlord on the first day of each month, without notice, to Landlord's office located at the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Tenant. Rent payment owed by Tenant pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Tenant acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. \_\_\_\_ - **(Initial here to select this option.)**

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or a third party billing service engaged by Landlord.

**3. SECURITY DEPOSIT:** A security deposit in the amount set forth in Box 7, Page 1 will be required. Landlord agrees to hold the security deposit, if any, in accordance with applicable Colorado 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 Tenant 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 Tenant 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 Tenant.

**4. LATE PAYMENT:** 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 Tenant agrees to pay an administrative charge as set forth in Box 8, Page 1.
- b) The Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Agreement, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or a third party billing service engaged by Landlord.
- c) 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.

**5. REGULAR TERMINATION OF AGREEMENT:** Tenant must give Landlord at least thirty (30) days written notice in advance of a desired termination, whether at the end of the original year's period or during a following month-to-month tenancy.

**6. EARLY TERMINATION OF AGREEMENT BY TENANT:**

- a) This Agreement may be terminated by the Tenant without payment of any penalty or liquidated damages for Rent if a Tenant:
  - i. Has received permanent change of station orders to depart thirty-five (35) miles or more (radius) from the Premises; or
  - ii. Has received temporary duty orders in excess of three months' duration to depart thirty-five (35) 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
  - iv. 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
- 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.

- c) If two Tenant(s) are military members and only one Tenant terminates this Agreement under Section 6(a) above, the remaining Tenant will not be required to terminate the Agreement, but has the option to do so by providing Landlord a written thirty (30) day notice of intent to vacate. In the event such remaining military Tenant continues to occupy the Premises under this Agreement, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination.
- d) If only one Tenant is a military member and if that Tenant terminates this Agreement under Section 6(a) above, this Agreement shall automatically terminate unless Landlord agrees in writing otherwise. In the event such non-military Tenant continues to occupy the Premises under this Agreement with Landlord's permission, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination by the military Tenant.

**7. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS:**

The Tenant's status as a party to this Agreement is dependent on eligibility for referral to this housing. 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 (30) days after the change in status, unless the Landlord shall approve a different termination date, and the Tenant continues to pay rent at the BAH with dependents rate.

**8. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:**

For any early termination of this Agreement, for any reason other than those described in Section 6 or 7 of this Agreement, the Tenant shall deliver to the Landlord a written request that shall state the reason and a requested date for the termination, which date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice. The Landlord may grant or deny such a request solely at its discretion. If the request is granted, the Tenant shall be subject to an assessment of the amount set forth in Box 14, Page 1 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. \_\_\_\_\_ **TENANT INITIALS**

**9. NUMBER OF OCCUPANTS:** Tenant agrees that the Premises shall be occupied only by the Tenant's immediate family consisting of Tenant, and the occupants set forth in Box 12 on Page 1, or such additional occupants that have been approved by Landlord, generally lawful dependents of Tenant.

**10.INSPECTION AT COMMENCEMENT OF OCCUPANCY:**

- a. The Tenant and Landlord acknowledge that, a joint examination of the Premises will be conducted prior to the Tenant taking possession 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.
- b. 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 fifteen (15) days.
- c. 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.

\_\_\_\_\_ **TENANT INITIALS**

**11.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 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.

**12.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 as a breach of this Agreement and in accordance with applicable law.

**13. 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.

**14. ANIMALS:** 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 Pet Addendum and Resident Guide.

**15. 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.

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

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
HEAT	LANDLORD	CABLE TV	TENANT
SEWER	LANDLORD	SATELLITE TV	TENANT

ELECTRICITY	LANDLORD	TELEPHONE	TENANT
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	TENANT
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) and garbage. Tenant shall pay for cable or satellite television, telephone, high speed internet, 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 Tenant's or Landlord's respective responsibilities for payment of said utilities pursuant to this Agreement without Landlord providing Tenant at least sixty (60) days prior written notice. . Landlord shall have the right to charge reasonable administration fees to Tenant 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 Tenant 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 Tenant'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 Tenant.

**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 Tenant with a baseline average energy consumption at similar homes. Under the program, each Tenant is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Tenants 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 Tenant with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Tenant 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 Tenant's utility account shall be credited by such difference or, if the

accumulated credit is over \$15.00, refunded to Tenant. \_\_\_\_\_ **TENANT 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 Tenant with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Tenant 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 Tenant's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Tenant. \_\_\_\_\_ **TENANT INITIALS**

**17. 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.

**18. 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.

**19. ACCESS DURING OCCUPANCY:** The Tenant will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twenty-four (24) 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 fourteen (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.

**20. TENANT'S INSURANCE:**

- a) Tenant agrees to obtain and maintain at all times during the term of this Agreement, at Tenant'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 Tenant from claims for property damage and physical injury caused by or to Tenant, or Tenant's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Tenant will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.
  
- b) Tenant acknowledges that: (i) Landlord is not responsible for Tenant'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 Tenant's loss, (ii) Landlord's insurance does not cover the loss of or damage to Tenant's personal property, and (iii) Tenant's failure to maintain the insurance required by subsection (a) above may result in Tenant being liable to Landlord and others for loss or damage caused by Tenant's actions or those of any family member(s), invitees or guests of Tenant.

\_\_\_\_\_ **TENANT INITIALS**

**21. DESTRUCTION OF PREMISES:** The Tenant may terminate this Agreement if the Premises become uninhabitable for a period in excess of one (1) 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 sixty (60) days, either party shall have the right to terminate this Agreement. 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.

## **22. LIABILITY AND INDEMNITY:**

- 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, acts of nature, other unexplained phenomena, acts of other Tenants, 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.**
- b) To the extent permitted by law, Tenant shall be financially responsible for reimbursing Landlord if Landlord incurs any loss or damage as a result of or relating to any default by Tenant. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for damages to the Premises or other property or personal injury arising (i) from Tenant's use or occupancy of the Premises, (ii) from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or, (iii) from any activity, work, or thing done or permitted by Landlord in or about the Premises, unless the same is caused solely by the gross negligence or willful act or willful omission of Landlord.
- c) If there is more than one Tenant, each one shall be jointly and severally responsible for the performance of all obligations of Tenant under this Agreement, including, but not limited to, any damage caused to the Premises or community by Tenant, a permitted occupant or Tenant's guest, jointly with every other Tenant, and individually, whether or not in possession.

**23. 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.

**24. 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 five (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 five (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.

**25. 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 material violations by Tenant of this Agreement or any other actions that:
  - i. affect or threaten to affect the health or safety of other Tenants in the community;
  - ii. substantially interfere with the right to quiet enjoyment of other Tenants of the community;
  - iii. involve a violation of any applicable law or regulation; or
  - iv. involve misconduct resulting in a situation in which Tenant would not be eligible for referral (such as, but not limited to, bar from the housing area by military authorities).
- b. If the Tenant remains in possession without the Landlord's consent after termination 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.

**26. ABANDONMENT:** If Landlord is informed of or discovers that Tenant has abandoned the Premises, Landlord may consider the Agreement to be

terminated and may take any further action allowed under Colorado law in such circumstances.

**27. 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 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 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 Carson Family Housing LLC  
6800 Prussman Blvd  
Fort Carson, CO 80913

**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 to a third party, other than a Tenant's rent payment record and the amount of the Tenant's periodic rental payment, 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, including 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. Finally, upon request from a prospective landlord, the Landlord may release information concerning excessive damages to the Premises caused by the Tenant.

**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 Tenant 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 thirty (30) days' notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits are hereby incorporated herein and made a part hereof.
- 33. JOINT AND SEVERAL LIABILITY:** If more than one person is named as a Tenant in and has signed this Agreement, they hereby agree that they are jointly and severally liable for all obligations under it. Any action or failure to act by either will be deemed to have been accomplished by "the Tenant" with regard to any of the provisions of this Agreement.
- 34. GOVERNING LAW.** The parties agree that current Colorado landlord-tenant laws shall apply to the interpretation of this Agreement by any court of competent jurisdiction, except to the extent that such laws may conflict with federal laws or regulations.
- 35. WAIVER OF DEFAULT:** The Landlord may, at its sole discretion, waive a default or breach of this Agreement by the Tenants. Any such waiver shall not prevent the Landlord from exercising its rights under this Agreement, with regard to any other current or future defaults or breaches.

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

**LANDLORD**

\_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

**TENANT**

\_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

**TENANT**

\_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_