

## RESIDENT RESPONSIBILITY AGREEMENT

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This RESIDENT RESPONSIBILITY AGREEMENT (this "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, between Fort Bliss/White Sands Missile Range Housing LP, ("Landlord"), and \_\_\_\_\_(the "Resident").

**1. TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Agreement, for a term of one (1) year, the premises known as \_\_\_\_\_(the "Premises"), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on \_\_\_\_\_, 20\_\_ and end on \_\_\_\_\_, 20\_\_ unless extended. This Agreement shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days written notice.

**2. RENT:** The monthly rental rate shall equal the senior service member Resident's Basic Allowance for Housing (BAH) with dependents rate, as may be adjusted to reflect adjustments to BAH, which is currently \$\_\_\_\_\_ per month, provided however, that if such senior service member Resident is not assigned to WSMR 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 WSMR, the monthly rental rate shall equal the higher BAH with dependents rate as calculated for a service member of the equivalent rank assigned to WSMR.

- (a) Payment will be made through an allotment/deduction from the senior service member Resident's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Resident'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 credit card, debit card, money order, cashiers check, or certified check 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 the month after occupying the Premises. Authorization is also given to stop the BAH allotment at the time this Agreement is terminated.
- (c) The first payment of rent by Resident shall be made on or before n/a in the amount of \$n/a.

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

- (a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Resident agrees to pay an administrative charge of \$25.

- (b) The Resident also agrees to pay the Landlord an additional charge of \$25 for any returned item.
- (c) 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.
- (d) Notwithstanding any other provisions of this Agreement, the Resident shall not be in default of any provision of this Agreement by reason of failure or delay in Resident receiving a BAH, nor shall Resident be assessed any administrative charges so long as such failure or delay is not the result of Resident's actions.

#### **4. EARLY TERMINATION OF AGREEMENT BY RESIDENT:**

- (a) When either the Resident or Resident'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 Resident 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
- (b) If the Resident seeks early termination of this Agreement, the Resident shall deliver to the Landlord a written notice stating the grounds for early termination together with either (i) a copy of the official orders, or (ii) a letter from the commanding officer confirming the official orders, 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 (30) days after the date of Landlord's receipt of the notice, except when an earlier termination date is necessary to comply with military orders. The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's rent owed by the Resident 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.

**5. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS:** The Resident is required to provide immediate notice of any change in marital or dependent status to Landlord. If a Resident's dependent or marital status changes, or the Resident is discharged from military service such that the Resident would no longer be eligible for housing, 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 Resident continues to pay rent at the BAH with dependents rate.

**6. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** For any early termination not described in Section 4 or 5 of this Agreement, the Resident shall pay an amount equal to four 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 Resident as a result of Resident's physical damage to the Premises. Notwithstanding anything else in this Section 6, if the Resident has been in residence for more than one (1) year, there shall be no liquidated damages for early termination.

**7. NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied only by the Resident's immediate family consisting of Resident, 1 other adult(s), 1 children, together with 0 additional occupants, provided such additional occupants have been approved by the Garrison Commander. The occupants of the Premises other than Resident are:

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

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

existing prior to the Resident's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Resident's expense.

**9. ASSIGNMENT AND SUBLETTING:** The Resident shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall constitute a breach of this Agreement by the Resident and may subject the Resident to eviction and/or claims by the Landlord for monetary damages.

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

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

- (a) The Resident 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 Resident and will, at the option of the Landlord, permit immediate termination of said Agreement if such breach constitutes a criminal or willful act which is not remediable, and which poses a threat to the health or safety of Resident, the other occupants of the Premises, or other residents of the Community.
- (b) The Resident 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) Resident 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 Resident maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of the Resident to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Agreement.

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

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

**14. 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>RESIDENT</u>
SEWER	LANDLORD	SATELLITE TV	<u>RESIDENT</u>
ELECTRICITY	LANDLORD	TELEPHONE	<u>RESIDENT</u>
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	<u>RESIDENT</u>
WATER	LANDLORD	OTHER	
GARBAGE	LANDLORD	OTHER	
GAS	LANDLORD	OTHER	

Notwithstanding the foregoing, upon the date when the utilities are separately metered for the Premises and the utilities in the Premises have been upgraded to energy efficient utilities, Resident acknowledges that a portion of the rent shall be allocable to the electric and/or gas utility service for the Premises (such portion hereinafter referred to as the "Utility Assessment"), with the Utility Assessment set from time-to-time by Landlord based upon a baseline established for the neighborhood in which the Premises is located. At a minimum of one time per quarter (every three months), Landlord will compare the actual, metered cost of utilities for the Premises (the "True Utility Cost") to the aggregate amount of the Utility Assessment applicable to the Premises and provide the Resident with notice of such costs (the "Utility Notice"). If the True Utility Cost exceeds the aggregate amount of the Utility Assessment applicable to the Premises, the Resident shall pay Landlord within 15 days after receipt of the Utility Notice the amount of such excess. If the aggregate amount of the Utility Assessment applicable to the Premises exceeds the True Utility Cost for the Premises, Landlord shall credit such excess to the Resident's utility account and remit such credit upon move-out or after one year of occupancy. There shall be no change in the Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Agreement until the date that utilities are separately metered for the Premises and the utilities in the Premises have been upgraded to energy efficient utilities. Until such date, the above chart delineating utility payment responsibilities shall control.

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

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

**17. ACCESS DURING OCCUPANCY:** The Resident 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 Resident is absent, the Landlord will endeavor to delay the access until the return of the Resident but need not do so beyond 14 days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Agreement. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access to the Premises in case of an emergency situation, as provided in the Resident Guide.

**18. PROPERTY INSURANCE:** The Landlord has obtained a minimum amount of personal property insurance for the benefit of the Resident at no additional cost to the Resident. The Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of such coverage amount. The Resident acknowledges being advised to obtain additional insurance at Resident's cost to protect the Resident from claims for property damages and physical injury caused by or to the Resident, or the Resident's family member(s), invitees or guests. Resident acknowledges that the Landlord is not responsible for Resident'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 Resident's loss.

**19. DESTRUCTION OF PREMISES:** If the Premises are rendered uninhabitable due to fire or other casualty, the Resident has the right to vacate the Premises and within seven (7) days thereafter notify the Landlord in writing of his/her intent to terminate the Agreement. In this case, the Agreement terminates as of the date of vacating the Premises. Alternatively, the Resident can opt to request that the Landlord make the Premises fit for occupancy within seven (7) days of notice, and rent will begin to accrue if such Premises are made fit for occupancy within the seven (7) days. There shall be no abatement or cessation of rent if damage to the Premises is the result of the negligence or willful act of the Resident, Resident's family member(s), guests or invitees.

**20. LIABILITY:** The Landlord shall not be liable to the Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime,

vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE POLICE IMMEDIATELY.**

**21. EXIT INSPECTION OF PREMISES:** All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Resident to request an exit walk through inspection of the Premises with the Landlord. At the time of request, Landlord will provide to Resident detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) days before the Resident ends occupancy of the Premises pursuant to this Agreement. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Agreement, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Resident with a copy of the Property Condition Report. Any damage charges in excess of \$300 will be documented with photographs.

**22. TERMINATION BECAUSE OF DEFAULT:** Except as otherwise provided herein, if either the Landlord or Resident materially fails to comply with any of the terms of this Agreement, and if such default continues for seven (7) days after a notice to cure the default has been delivered to the offending party, (except that only a three (3) day notice shall be required if the default consists of a failure to pay rent when due), then seven (7) days after notice is delivered (or three (3) 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. If a violation occurs six months or more after a prior notice of default, Landlord shall provide Resident with an new notice and shall provide Resident with another seven (7) day cure period.

**23. EVICTION:**

- (a) The Landlord may terminate this Agreement and evict the Resident in accordance with applicable law for Resident's failure to pay rent or for one or more violations by Resident of this Agreement or any other actions that:
  - (i) affect or threaten to affect the health or safety of other residents in the community;
  - (ii) substantially interfere with the right to quiet enjoyment of other residents of the community; or
  - (iii) upon notice that Resident or a member of his or her family is or has been barred from entry onto the military installation by the Garrison Commander.

- (b) If the Resident willfully remains in possession without the Landlord's consent after termination of the term of this Agreement, the Resident 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 Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Resident.

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

**25. NOTICES:** Unless otherwise provided, any notice period provided for by this Agreement shall begin to run on the date such notice is received. If Resident's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by thirty (30) days. 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

882 Ripley Street

White Sands Missile Range, NM 88002

**26. 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.

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

**28. 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.

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

**30. OWNER AND MANAGER INFORMATION:**

Manager: Deborah O'Brien  
882 Ripley St  
WSMR, NM 88002  
Phone: 505-678-3534

Owner: Balfour Beatty Communities  
10 Campus Blvd  
Newtown Square, PA 19073  
Phone: 610-355-8000

Landlord shall inform Resident in writing of any change in name and/or address of Manager or Owner.

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

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

LANDLORD \_\_\_\_\_ (SEAL)

DATE: \_\_\_\_\_

RESIDENT \_\_\_\_\_ (SEAL)

DATE: \_\_\_\_\_