RESIDENTIAL LEASE/RENTAL AGREEMENT

1. <u>PARTIES</u>

This Residential Lease/Rental agreement (this "Lease") made the _____ day of _____, 200___ by and between The Properties at Wright Field, LLC, a Delaware limited liability company (hereinafter "LANDLORD") who is the owner of the

below described premises and RESIDENT ______ Grade _____ (herinafter "RESIDENT"). For, and in consideration of the mutual covenants herein, LANDLORD does lease/rent to RESIDENT and RESIDENT does hereby lease/rent from LANDLORD for residential use those premises located at:

Building	Street Address	Unit No.
City	State	Zip

(Hereinafter 'PREMISES") under the terms and conditions which follow.

2. <u>RIGHT TO RELOCATE</u>

LANDLORD reserves the right to relocate RESIDENTs residing in housing units due to construction and renovation, or habitability conditions. LANDLORD agrees to provide RESIDENT with a 60-day advance notice. Relocations directed by LANDLORD will be at no cost to RESIDENTs, except for relocation due to habitability deficiencies caused by the acts of the RESIDENT or their guests and invitees; in such event, RESIDENT shall pay for relocation expenses, in addition to the cost to repair any habitability deficiencies.

3. <u>TERM</u>

The TERM of this agreement shall begin _______ and end on ______. RESIDENT hereby recognizes he/she is obligated to pay rental for the full term, unless earlier terminated in accordance with the last sentence of this paragraph, or as provided below under "Military Agreement". In the event that RESIDENT shall hold over after expiration of the term, the occupancy shall be deemed a month-to-month tenancy at the same rental rate as member's BAH. On a holdover tenancy, RESIDENT shall be bound by all the terms, covenants, and conditions of this agreement, so far as applicable. Unless a new lease or Lease extension is executed, after one (1) year, RESIDENT may terminate tenancy with a thirty (30) day written or electronic notice to LANDLORD's legal address as provided herein.

4. <u>RENT</u>

RESIDENT agrees to pay an amount equal to the military members Basic Allowance for Housing with Dependents (BAH) of the highest-ranking Military Member residing in the Unit, minus an allowance for electric and gas utilities which is retained by the Military Member. The monthly rental amount listed below includes the reduction for the Utility Allowance given back to the Resident. During the term aforesaid, the yearly rent of

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dollars (\$) shall be payable in equal monthly
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5. <u>PETS</u>

RESIDENT may keep up to two (2) pets without the payment of any deposit so long as the pets do not prove disruptive to neighbors (either through noise, smell, or threatening or other undesirable behavior) or inflict damage on the property. RESIDENT must clean up feces and other animal waste daily. RESIDENT shall be responsible for any property damage caused by pets. Pets must be either kept on a chain, behind a fence, or on a leash under a person's control. RESIDENT agrees to

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comply with all relevant WPAFB instruction and policies regarding animal welfare.

6. <u>CONDITION</u>

LANDLORD and RESIDENT shall participate in a "move in" inspection prior to or simultaneous with RESIDENT taking occupancy of the dwelling to confirm that the unit is in good physical condition and clean, and that all appliances and smoke detectors are in proper working order. RESIDENT shall provide the Supplemental Inspection Report to LANDLORD at move-in or within fifteen (15) days of move-in. The LANDLORD expressly warrants that, to its actual knowledge, at the time of RESIDENT move-in, the premises leased to the RESIDENT(s) are adequately fit for human habitation, shall be in safe and sanitary condition and shall meet applicable federal, state, and local housing habitability standards. Further, LANDLORD agrees to either: (i) make all necessary repairs needed for reasonable habitability within fifteen (15) business days from the date of receipt of written notice from the RESIDENT(s) and LANDLORD of a habitability deficiency (or such longer period of time as may be agreed upon by the RESIDENT(s) and LANDLORD); or (ii) relocate RESIDENT to a reasonable period of time, not to exceed five (5) business days from the date of the LANDLORD's receipt of written notice from the RESIDENT advising of habitability deficiencies.

7. <u>UTILITIES</u>

Utilities made available to RESIDENT by LANDLORD include water, sewer, and trash collection and disposal. Such utilities do not include electric, natural gas, cable television, telephone service, Internet service, or other communications services.

8. <u>USE AND OCCUPANTS</u>

RESIDENT agrees that the premises shall be used only as the personal residence of the following people:

Name	Age	Relationship to RESIDENT

Occupancy of the PREMISES by individuals other than those listed above or others without the express prior written permission of the LANDLORD shall be a default by RESIDENT under this Lease. RESIDENT must provide prior written notice to the LANDLORD of any temporary guests or visitors residing in the PREMISES for a period EXCEEDING NINETY (90) DAYS.

RESIDENT(s) will not use or occupy said premises for any unlawful purpose, and that the RESIDENT(s) will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of (Greene/Montgomery), Wright-Patterson Air Force Base and all governmental authorities or agencies, and of all municipal departments, bureaus, board or officials inspecting said premises and the use and occupation thereof.

RESIDENT agrees not to use or permit the use of the premises for any other purpose without the approval of the LANDLORD. RESIDENT(s) may, with written permission of the LANDLORD, which permission shall not be unreasonably withheld, conduct a residential business on the premises of a type permitted by Air Force regulations governing the conduct of business activities in military family housing. LANDLORD's granting of permission is not a warranty that the premises are suitable for the conduct of RESIDENT's business. No advertising signs shall be posted on the premises and no interior or exterior structural modifications or additions shall be made to accommodate RESIDENT's business.

9. <u>RIGHTS OF COMMANDER</u>

Notwithstanding the above, RESIDENT acknowledges that the Installation Commander of WPAFB or his Designated Representative, has the right at all times to order the permanent removal and barment of anyone from WPAFB, including but not limited to RESIDENTs, if he or she believes, in his or her sole discretion, that the continued presence on WPAFB of that person represents 1.) a threat to the security or mission of WPAFB; 2.) poses a threat to the health, welfare, safety, or security of persons occupying WPAFB; or 3.) compromises good order and/or discipline on WPAFB. Barment may result in the termination of this Lease. The Commander or his designated representative retains the right to conduct inspections of the premises for health, welfare, safety, security, military fitness, and good discipline of the installation.

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10. <u>KEYS & LOCKS</u>

LANDLORD shall maintain a key to the PREMISES at the Leasing Office. RESIDENT shall not change or add locks without written permission from LANDLORD. After consent is granted, RESIDENT shall immediately provide LANDLORD with duplicate keys. In the event RESIDENT changes the lock to the residence without permission from the LANDLORD, any damages that may result to the premises as the result of LANDLORD not being able to gain access to the premises shall be borne by RESIDENT. RESIDENT shall be liable for replacement cost should any lock be removed. Upon termination of this lease, RESIDENT shall surrender to LANDLORD all keys to the premises. Additional keys or replacement of lost keys may be obtained without cost at the Self Help Store.

11. <u>ABSENCE FROM PREMISES</u>

The RESIDENT shall notify LANDLORD and Security Forces in writing or by electronic means of an anticipated extended absence from the PREMISES in excess of five (5) days for any reason. RESIDENT shall make arrangements for security, prudent care (as defined under RESIDENT responsibilities in the Resident Handbook), and periodic inspection of the PREMISES. RESIDENT shall provide LANDLORD with the name and contact information of the person who shall have access and perform normal RESIDENT maintenance. In the event the military member is deployed, the military member must notify LANDLORD within five (5) duty days of official notification of deployment.

12. <u>DEPLOYMENT</u>

If RESIDENT has extended absence from the PREMISES, (i.e. deployment, extended TDY, etc.), RESIDENT must notify LANDLORD within five (5) duty days of notification to proceed. RESIDENT must ensure that remaining family members have required documentation to act on behalf of RESIDENT in all matters related to the premises.

13. <u>ASSIGNMENTS AND SUBLETTING</u>

RESIDENT may not sublet the premises or assign this lease.

14. DAMAGE, REPAIR AND ALTERATIONS

RESIDENT agrees not to make any alterations to the PREMISES without prior written consent of LANDLORD. Any alterations made by RESIDENT and accepted by LANDLORD shall remain upon and be surrendered at termination of this lease. RESIDENT's painting of the interior walls at RESIDENT's expense is permitted with the written consent of Landlord, however, all walls must be returned to original color and condition at the end of the rental term. Except for normal wear and tear, RESIDENT agrees to pay reasonable charges for repair of intentional or negligent damage to the Premises or appliances caused by RESIDENT, family members, pets, or guests.

15. <u>FIRE AND CASUALTY</u>

If the premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the premises is substantially impaired, the RESIDENT shall:

- 1. Immediately vacate the premises and notify LANDLORD of the intention to terminate the Lease, in which case the Lease terminates on the date of vacating.
- 2. If continued occupancy is lawful, vacate the part of the premises rendered unusable by the fire or casualty, in which case the RESIDENT's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.
- 3. If the Lease is terminated, the LANDLORD shall return all prepaid rent under ORC 5321.04. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

16. <u>LIABILITY</u>

LANDLORD shall not be liable for any damages to RESIDENT'S personal property or that of RESIDENT's agents, employees, guests, or invitees except as provided by law. The RESIDENT acknowledges that the LANDLORD maintains no insurance on behalf of the RESIDENT, nor does the LANDLORD have any liability for loss or damage to the personal property or leasehold improvements of the RESIDENT except as provided by law. RESIDENT is strongly encouraged and advised to secure a renter's insurance policy, which covers personal possessions against all forms of loss, and maintain it for the duration of the residency.

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17. MOTOR VEHICLES, PARKING, IMPOUNDING

Motor vehicles shall be parked only in parking areas designated by LANDLORD or in the garages and driveways of units. LANDLORD may remove vehicles improperly parked at vehicle owner's expense. Abandoned or non-operating vehicles shall not be stored/parked on the property at any time. Repairs or work that renders the vehicle inoperable for 24 hours or longer, are not authorized in driveways and parking spaces. Boats, all-terrain vehicles (ATVs), and snow machines may be stored with LANDLORD's approval during permitted seasons, subject to the RV Policies contained in the Resident Handbook. All other recreational vehicles must be properly stored in authorized areas outside of the housing areas.

18. <u>RIGHT OF ENTRY</u>

LANDLORD reserves the reasonable right of entry to the premises for the purpose of inspection, repair or to display the premises. Entry shall be granted on a 24-hour notice and shall be obtained during reasonable work hours, generally between 9 a.m. and 7 p.m. LANDLORD reserves the right to enter without notice in the case of an emergency or abandonment.

19. <u>RULES AND REGULATIONS</u>

Attached to this Lease is a copy of the current "Resident Handbook". RESIDENT agrees to comply with all of the current rules and regulations, as defined in the Resident Handbook and which LANDLORD may adopt for the general benefit of all RESIDENTs in the community. Any violation of these rules, or any one of them, shall be cause for termination of this agreement at the option of the LANDLORD. As rules and regulations change, RESIDENT shall be provided with written notice of said change (notices shall also be provided by other means such as web-site postings and bulletin boards throughout the base). RESIDENT shall be bound by new rules and regulations within seventy-two (72) hours of receipt. RESIDENT specifically agrees:

- 1. To maintain the premises in a clean, safe, and sanitary condition and to dispose of all rubbish, garbage, trash, and other waste in a sanitary manner.
- 2. To refrain from and to cause other members of the household and guests to refrain from intentionally or negligently destroying, defacing, impairing, or removing parts of the premises, appurtenances, equipment, furnishings or fixtures.
- 3. To conduct him/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that shall not interfere with or diminish a neighbor's peaceful enjoyment of their accommodations; and to conduct themselves in a manner which is conducive to maintaining the premises in a decent, safe, sanitary condition; and to refrain from any illegal acts or activities while on the leased rental premises.
- 4. To pay within thirty (30) days agreed upon or arbitrated reasonable charges (other than the usual fair wear and tear) for the replacement or repair of damages to any portion of the premises or appliances caused by RESIDENT members of the household or guests.
- 5. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation and any other facilities and appurtenances.
- 6. To not remove any of LANDLORD's furnishings, appliances, or fixtures and make no alterations, repairs, or changes, or to repaint or renovate the interior of the premises or appurtenances without the expressed written consent of the LANDLORD.
- 7. To be responsible for frozen pipes and other damages which result from the negligent or wrongful acts of the RESIDENT or their guests and report any defects or water leaks immediately to the LANDLORD. Additionally, RESIDENT shall be responsible for any damage caused by inadequate ventilation or failure to use/improper use of HVAC system, which may contribute to damage to the PREMISES (i.e. freezing of pipes and fixtures, mold growth, etc.).
- 8. Where applicable, to utilize care such that carpet and pad are not damaged as a part of the cleaning process.
- 9. To refrain from storing, or having on the premises or grounds, any hazardous or flammable materials with the exception of common household materials. Hazardous materials and non-household batteries must not be left in toters; they must be disposed of in accordance with laws at the Hazardous Waste Collection Center at the Regional Landfill. Hazardous waste may not be poured down sink drains, toilets, and sanitary sewer drains, on the ground, or into storm sewers.

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- 10. To maintain all smoke detection devices, fire extinguishers, and carbon monoxide detection devices on the premises in good working order and to promptly notify the LANDLORD of any malfunction.
- 11. To maintain patios, porches, and decks in good order ensuring access to emergency exits. Patios, porches, and decks are not to be used for unsightly storage.

And LANDLORD hereby agrees with RESIDENT(s) that if RESIDENT(s) pays the rent and keeps and performs the covenants of this lease which the RESIDENTS(s) is required to keep and perform, RESIDENT(s) shall peaceably and quietly hold, occupy and enjoy said premises, during said term, without any hindrance or interference by said LANDLORD or any persons lawfully claiming under LANDLORD.

20. <u>NOTICE</u>

Any notice to RESIDENT addressed to the RESIDENT's premises and LANDLORD at the following address shown shall be sufficient, if in writing and delivered in person, electronic mail, or by U.S. mail.

(LANDLORD) MANAGER

RESIDENT'S ADDRESS

The Properties at Wright Field, LLC	
C/O Associated Land Management, Inc	
4334 Glendale-Milford Rd.	
Cincinnati, OH 45242-3706	
www.wpafbhomes.com	

21. <u>MAINTENANCE</u>

For emergency maintenance service, RESIDENT shall call LANDLORD's office at 1-800-364-5999. RESIDENT is responsible for the cost of and repairs resulting from RESIDENT's negligence or intentional actions, including (but not limited to) jammed garbage disposal, and clogged drains or toilets resulting from foreign objects. RESIDENT is responsible for yard maintenance in the summer and snow removal in the winter within 50 feet of the PREMISES as described in the Resident Handbook.

22. <u>ADDITIONAL AGREEMENTS</u>

22(a). Lead-Based Paint

Lead Warning Statement- Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing LANDLORDS must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD DISCLOSURE

- (a) Presence of lead-based paint and/or lead based paint hazards (*check* (1) or (2) below):
- (1) <u>X</u> Known lead-based paint and/or lead based paint hazards are present in the housing (explain):

*Per records obtained from 74AMDS/SGBP, lead based paint (LBP) has been found in samples of paint from The Prairies (formerly Page Manor). Therefore it is assumed that LBP is present in the other housing areas as well.

- (2) LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to RESIDENT (*check (1) or (2) below*):
- (1) <u>X</u> LANDLORD has provided RESIDENT with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

*Section 3.18 of the Environmental Baseline Survey (pg. 3-22), appendix from original RFP.

(2) LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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RESIDENT'S ACKNOWLEDGEMENT (initial)

(c) ______RESIDENT has received all available information listed above.

(d) ______ RESIDENT has received the pamphlet *Protect Your Family From Lead in Your Home!*

AGENT'S ACKNOWLEDGEMENT (initial (e)) Agent has informed the RESIDENT of the RESIDENT's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

(e) _____AGENT'S Acknowledgement.

CERTIFICATION OF ACCURACY

The parties executing the agreement by signing below acknowledge and certify that the information above was reviewed and is, to the best of their knowledge, true and accurate.

22(b). Asbestos Containing Material ("ACM")

The presence of ACM has been detected by Parson's Engineering Science, Inc. ("Environmental Consultant"). This information is provided solely by the Environmental Consultant, the Environmental Assessment of the community, and an Asbestos Operations and Maintenance Plan ("ACM O & M Plan") issued by the Environmental Consultant. Copies of the Environmental Assessment and the ACM O & M Plan are on file with, and upon request may be reviewed in, the Management Office. If RESIDENT has concerns about these materials, RESIDENT should contact LANDLORD immediately.

In the Environmental Assessment, the Environmental Consultant has concluded that, because the ACM is encapsulated (sealed), the ACM presents no immediate risk to building occupants. However, if the ACM becomes friable or airborne, the ACM may become hazardous to building occupants and other persons who may be exposed to the airborne ACM. Accordingly it is important to maintain the integrity of the encapsulation of the ACM.

Therefore, RESIDENT agrees:

(a). will not cut, sand, punch holes in, or otherwise damage any floor or wall material within the premises.

(b). will not perform any work to the premises that may result in damage to the above specified areas.

(c). will not install or attach any objects or fixtures (including light fixtures and ceiling fans) in the ceiling of the premises.

(d). will, upon observation of water or other damage, to above specified areas notify the LANDLORD immediately. (e). will request of the LANDLORD, any work done to the above specified areas, rather than perform such work themselves.

Acknowledgement of RESIDENT:

Accepted by: _

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RESIDENT
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RESIDENT

DATE

23. <u>SUCCESSORS IN INTEREST</u>

This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

DATE

24. <u>MILITARY AGREEMENT</u>

If the military RESIDENT receives Permanent Change of Station Orders (PCS ORDERS) beyond a twenty-five mile radius of Wright-Patterson AFB, the member separates or retires from the military then the military RESIDENT or his/her spouse may terminate this lease by giving thirty (30) days written notice to the LANDLORD. A copy of the PCS or Discharge/Retirement Orders notification must be provided with the thirty (30) day notice. Short notice PCS will be dealt with on a case-by-case basis. This lease will also terminate on the military resident's death, at the option of the surviving spouse or personal representative.

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25. <u>GOVERNING LAW</u>

This Lease shall be construed in accordance with the laws of the State of Ohio, including without limitation, the Ohio Revised Code and the Ohio Landlord - Tenant Act.

26. <u>ENTIRE AGREEMENT</u>

This LEASE, the Mold Addendum, and the attached "Resident's Handbook" constitute the complete and entire agreement between the parties and no oral statements made shall be binding upon either party it being understood and agreed that this agreement may be modified only in writing signed by the parties. The RESIDENTS signing this agreement are severally or jointly responsible for all the terms and conditions contained herein.

27. <u>EFFECTIVE DATE</u>

This Lease Agreement becomes effective on ______.

LANDLORD

THE PROPERTIES AT WRIGHT FIELD, LLC, A Delaware Limited Liability Company

DATE: _____

By: ______ Its: (Authorized Agent)

RESIDENT

DATE:

By: _____

By: _____

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LEASE ADDENDUM ON MOLD

Resident Name(s):	 _
	 _
Unit Address:	

To minimize the occurrence and growth of mold in the Leased Premises, and to address conditions relating to mold issues, Resident and Lessor hereby agree to the following:

1. MOISTURE ACCUMULATION - Resident shall remove any visible accumulation of moisture in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after each occurrence; use exhaust fans in kitchen and bathroom when necessary; properly operate the central air conditioning unit; and take all reasonable actions to keep the climate and moisture in the Leased Premises at levels that will minimize the potential for mold growth (temperature range of 70° to 74°). In the event carpet-drying and/or dehumidifying equipment is temporarily in use, only Lessor or its Representatives may discontinue such use.

2. NOTIFICATION OF LESSOR - Upon the first appearance of mold in bathroom or kitchen areas, Resident shall first try to remove the mold with a household cleaning solution, such as Lysol or Pine-Sol, Tilex Mildew Remover, or a combination of 5 parts water and 1 part bleach. If such cleaning does not remove the mold, Resident shall promptly notify Lessor both by telephone and in writing. If mold appears in other areas of the Leased Premises, Resident should not attempt to clean or remove the mold, but instead shall notify Lessor immediately, both by telephone and in writing.

Resident shall also promptly notify Lessor of the presence of the following conditions:

- (i) A water leak, excessive moisture, or standing water inside the Leased Premises;
- (ii) A water leak, excessive moisture, standing water, or mold in any community common area;
- (iii) A malfunction, including condensation problems, in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

3. REPAIRS - Lessor will complete any repairs that Lessor in its sole discretion deems necessary, including but not limited to, removal/replacement of carpet and vinyl flooring, removal/replacement of cabinetry, removal/replacement of drywall material, chemical treatments, sanding, and painting. If the condition necessitating the repairs is the result of Resident's failure to comply with the terms of this Lease Addendum, Resident shall pay for the cost of such repairs. Regardless of responsibility for the condition, Resident shall not be entitled to compensation for inconvenience caused by Lessor, its employees, assigned vendors, or their work in addressing mold or related repair issues. If Resident's personal property is damaged due to mold or moisture, decisions regarding replacement or payment for such items will be made on a case-by-case basis, but in no event shall Lessor be responsible for replacement or payment if the condition is the result of Resident's failure to comply with the terms of this Lease Addendum.

4. RELOCATION - In the event Lessor determines that the Leased Premised should be vacated due to mold, moisture problems or related concerns, Resident agrees to vacate the Premises. Lessor may, but is not required to, make reasonable accommodation by offering a comparable rental unit if available, under the same terms and conditions as are consistent with Resident's then existing lease. If Lessor determines, in its sole discretion, that the condition necessitating the relocation is beyond the Resident's control. Lessor may pay the reasonable costs of relocating the Resident into another apartment unit; otherwise, if Lessor elects to offer a comparable rental unit to Resident. Resident shall bear the cost of relocation. Resident agrees to complete relocation within 72 hours of notification by Lessor. Lessor reserves the right to deem the Premises uninhabitable as a result of mold-related conditions and initiate an eviction action against Resident if Resident refuses to vacate. Lessor is under no obligation to allow Resident to return to the original Premises when the repair work is complete; instead, all terms and conditions of Resident's Lease shall apply with regard to the comparable rental unit into which Resident moves.

5. LIABILITY - Resident shall be liable to Lessor for damages sustained to the Leased Premises and shall indemnify and hold Lessor harmless from all claims alleging injury, illness, or other damage to Resident, guests, or other residents of the premises as a result of Resident's failure to comply with the terms of this Addendum. Lessor shall be liable only if it disregards Resident's proper notice of the mold-related conditions as provided in paragraph 2.

6. VIOLATION OF ADDENDUM - Resident's violation of this Addendum shall be deemed a material violation of the Lease, and the Lessor shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

Lessee Signature	Date
Lessee Signature	Date
Agent for Lessor Signature	Date