

**LEASE  
(Civilian Tenant)**

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This **LEASE** (this "Lease"), is made this \_\_\_\_\_ day of \_\_\_\_\_, between FORT BLISS/WHITE SANDS MISSILE RANGE HOUSING LP, ("Landlord"), and \_\_\_\_\_(collectively, the "Resident").

**1. TERM OF OCCUPANCY:** The Landlord grants occupancy to the Resident and only those persons authorized by this Lease, for a term of twelve (12) months, the premises known as \_\_\_\_\_ (the "Premises"), for use as a residential dwelling only, except in accordance with paragraph 14 below, together with the property noted on the Property Condition Report received at move in. Occupancy shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ unless extended. This Lease shall automatically extend on a month-to-month basis unless terminated by either party giving 30 days' written notice or as otherwise provided in this Lease.

**2. RENT:** The monthly rental rate shall be \$\_\_\_\_\_ per month.

- a) Payment will be made by personal check money order, cashier's check, or certified check payable directly to Landlord. Payment is due on the first day of the month (payment in advance).
- b) The monthly rental rate may be subject to increase (i) upon renewal at the end of the initial term, and (ii) thereafter upon thirty (30) days' notice.
- c) The first payment of rent by Resident shall be made on or before \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

**3. SECURITY DEPOSIT:** A security deposit of \$\_\_\_\_\_ will be required. Landlord will deliver to Resident a refund of the security deposit, less lawful deductions and an accounting of any deductions no later than thirty (30) days after this lease terminates.

**4. 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 Lease.

- 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.

**5. EARLY TERMINATION OF LEASE BY RESIDENT:** For any early termination, the Resident shall provide thirty (30) days' notice to Landlord and shall be responsible for all payments required under this Lease through such 30 days. In addition, Resident shall pay to landlord an amount equal to one month of rent as liquidated damages together with any outstanding Rent or other amounts owed to landlord pursuant to the terms of this Lease.

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

Name (Last, First, MI)	Relationship	Sex	Age

**7. SINGLE FAMILY DWELLING:** Resident acknowledges that the Premises are a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Immediate relatives of the Resident and the Resident's spouse may be considered normal residents of the household and are not "social Visitors", as defined in the Resident Guide, regardless of the period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 30 days. The Resident agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two days.

**8. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** The Resident and Landlord acknowledge that, prior to signing this Lease; they conducted a joint examination of the Premises. 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 obligations of Landlord to perform 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 fifteen (15) days. Resident further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and for 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. ACCEPTANCE OF THE PREMISES:**

- a) **EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, THE RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.**
- b) Resident accepts existing locks as safe and acceptable. If Resident requests that landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord, Resident shall pay for the total cost of landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from the Resident to the landlord, the Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Land lord shall have a reasonable time in which to comply with a written request from the Resident for rekeying, changing installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the premises. In the event Resident changes or adds locks or security devices, keys or access shall be furnished to Landlord.

**10. SMOKE DETECTORS:** When smoke and/or carbon monoxide detectors are furnished, Landlord shall test same and provide initial batteries at the commencement of the term hereof, thereafter, Resident shall pay for and replace smoke and/or carbon monoxide detectors batteries, if any, as needed. During the term of this lease, including any renewal and extension, the Landlord will inspect and repair smoke and/or carbon monoxide detectors if Resident first gives the landlord written notice of a malfunction or request to the Landlord that the smoke and/or carbon monoxide detectors be inspected or repaired. Landlord shall have no duty to repair damage to or a malfunction of smoke and/or carbon monoxide detectors if such was caused by the Resident, the Resident's family, or the Resident's guests or invitees during the term of this Lease or a renewal extension. The Landlord shall have a reasonable time (two business days) in which to comply with the Resident's requests for inspection or repair of a smoke and/or carbon monoxide detector.

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

**12. NUSANCE:** The Resident, occupants and guests 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 27 below and in accordance with applicable law.

**13. 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 Lease by Resident and will, at the option of the Landlord, permit immediate termination of said Lease 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 or their occupants 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 or their occupants 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 or their occupants to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Lease.

**14. RESIDENTIAL BUSINESS:** Resident 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 Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection and compliance with Government standards. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business. No door-to-door soliciting will be allowed and 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. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save and hold harmless Landlord for any failures to obtain the necessary permissions and/or licenses and for any damages to third parties arising from the conduct of Resident's business.

**15. ANIMALS/PETS:** 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.

**16. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** The Resident shall be permitted to keep a cable, satellite dish or other television equipment as set forth in the Cable/Satellite Dish Addendum.

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

<b>ITEM</b>	<b>TO BE PAID BY</b>	<b>ITEM</b>	<b>TO BE PAID BY</b>
HEAT	LANDLORD	CABLE TV	<b>RESIDENT</b>
SEWER	LANDLORD	SATELLITE TV	<b>RESIDENT</b>
ELECTRICITY	LANDLORD	TELEPHONE	<b>RESIDENT</b>
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	<b>RESIDENT</b>
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. Resident 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 Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Agreement without Landlord providing Resident at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to Resident 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 Resident 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 Resident'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 Resident.

**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 Resident with a baseline average energy consumption at similar homes. Under the program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Residents 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 Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident 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 Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. \_\_\_\_\_ **RESIDENT 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 Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident 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 Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Resident. \_\_\_\_\_ **RESIDENT INITIALS**

**18. REPAIRS:** The Resident 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. The Landlord shall make a diligent effort to repair or remedy a condition at the Premises if: (a) the Resident specifies the condition in a written notice to landlord; (b) the Resident is not delinquent in the payment of rent at the time notice is given; and (c) the condition materially affects the physical health or safety of an ordinary Resident. The Landlord shall have a reasonable amount of time to commence and complete Landlord's repair of the premises, which time shall begin upon the Landlord's receipt of the Resident's written notice requesting such repairs. Unless the condition was caused by ordinary wear and tear, the Landlord does not have a duty during the Lease term or any renewal or extension thereof to repair or remedy a condition caused by: (w) the Resident; (x) a lawful occupant in the Premises as permitted herein; (y) a member of the Resident's family; or (z) a guest or invitee of the Resident. In the event that the condition poses a health/safety risk, the repair will be made and the Resident will be held responsible for the costs.

**19. 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 Lease. In the event such fixture or other personal property of the Resident is not removed at the expiration of this Lease, 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.

**20. 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 Saturday. 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 Lease. 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, without notice to Resident, in case of an emergency situation, as provided in the Resident guide. Failure of Resident to permit such access to landlord will constitute a default under the terms of this Lease.

**21. RESIDENT'S INSURANCE:**

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

\_\_\_\_\_ **RESIDENT INITIALS**

**22. DESTRUCTION OF PREMISES:** If the Premises, or any part thereof, without any fault or neglect of the Resident(s), shall be destroyed or so injured by the elements or other cause as to be unfit for occupancy, Resident may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall cease and be void. Upon surrendering possession of the Premises, Resident shall within seven (7) days thereafter notify the Landlord in writing of his/her intent to terminate the Lease. In this case, the Lease terminates as of the date of surrendering the Premises. Alternatively, the Resident may request that the Landlord make the Premises fit for occupancy within seven (7) days of written 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.

**23. LIABILITY/INDEMNITY:**

- a) For and in consideration of the Landlord's covenants set forth in this Lease, the Resident agrees to pay for repair of the following conditions that may occur during the term of this Lease (as the same may be extended), unless such conditions are caused by the negligence of the Landlord:
  - i) Damage from wastewater stoppages caused by foreign or improper objects in the lines that exclusively serve the Premises;

- ii) Damage to doors, windows or screens; and
  - iii) Damage from windows or doors left open.
- b) Notwithstanding the foregoing provisions of this Section 24 (a), the Landlord acknowledges and agrees that it shall be responsible to repair, at the Landlord's expense, wastewater stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction or malfunctioning equipment.
- c) Except as otherwise expressly provided in this Lease (including without limitation in Section 23 (a) above or as otherwise required by applicable law, 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.

**24. 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 written notice to vacate, 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) working days before the Resident ends occupancy of the Premises pursuant to this Lease. Using the Property Condition Report that was used to record the condition of the Premises at the inception of this Lease, 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 estimated to be in excess of \$300 will be documented with photographs.

**25. EVICTION:**

- a) The Landlord may terminate this Lease and evict the Resident and in accordance with applicable law, for Resident's failure to pay rent or for one or more violations by Resident of this Lease 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 Installation Commander.
- b) If the Resident willfully remains in possession without the Landlord's consent after termination of the term of this Lease, the Resident is deemed to be in breach of this Lease and the Landlord may remove the Resident in accordance with applicable law. An action for possession and damages may be filed at the later of (i) the first day following the termination of this Lease, and (ii) the first day permitted under applicable law. On retaining possession beyond the rental period without consent of 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.

**26. LANDLORD RIGHT TO TERMINATE:** Landlord reserves the right to terminate this Lease if a Service Member is in need of housing. Landlord will give Resident no less than sixty (60) days advance notice. In such event, Resident will pay for all moving expenses.

**27. 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 Lease, 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 Lease 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 Lease. If a violation occurs six months or more after a previous notice of default, Landlord shall provide Resident with a new notice and shall provide Resident with another seven (7) day cure period.

**28. ABANDONMENT:** If Resident has been absent from the Premises for more than seven (7) 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 Installation 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.

**29. RIGHT TO RELOCATE:** Landlord reserves the right to relocate Resident due to construction and renovations or habitability conditions. Landlord will give Resident no less than thirty (30) days' advance notice. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Resident's family members, guests or invitees. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

**30. DEBARMENT:** If the Resident is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Resident shall vacate the Premises not later than thirty (30) days from the date of the debarment. Provided, this Lease. It shall then be lawful for the Landlord to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Resident, shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said term and recover from the Resident any deficiency between the amount so obtained and the rent herein required to be paid.

**31. INSTALLATION COMMANDER RIGHTS:** The Installation Commander shall have the authority to restrict non-severable units and designated historical units to Referral Residents and Other Eligible Residents other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Target Tenants residing in severable units be relocated to the non-severable or designated historical units. The Installation Commander will ensure that the Resident Lease includes a Resident Consent to Relocate Target Tenants. The Government shall pay costs of moving the Resident's personal property.



**32. RESIDENT CONSENT TO RELOCATE REFERRAL TENANTS:** Resident understands and agrees that he will consent to any relocation that is directed by the Installation Commander when it is necessary to separate neighborhoods from Air Force housing or to attain occupancy in designated historical homes.

**33. NOTICES:** Unless otherwise provided, any notice period provided for by this Lease shall begin to run on the date such notice is delivered. 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 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 Bliss/White Sands Missile Range Housing LP  
1991 Marshall Road  
Fort Bliss, TX 79906

**34. SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable.

**35. 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 or to the legal representatives of the Resident, including executors and administrators of estates in the performance of their duties. The confidentiality restrictions of this provision shall not apply where the Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Resident.

**36. MODIFICATIONS:** No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.

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

**38. RESIDENT GUIDE:** The Resident acknowledges receipt of a copy of the Resident Guide, a copy of which is attached to this Lease, 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, are hereby incorporated herein and made a part hereof.

**39. INSTALLATION COMMANDER AUTHORITY:** Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom.

**40. JOINT AND SEVERAL LIABILITY:** If this Lease is executed by more than one person as Resident, then the liability of all such persons to Landlord hereunder shall be joint and several, and references in this Lease to the Resident shall be deemed to include all persons who so execute this Lease as Resident.

**41. SUBORDINATION.** This Lease and Resident’s rights hereunder, are subject and subordinate to all present and future financings secured by property of which all the Premises are a part.

**42. OWNER AND MANAGER INFORMATION:**

Manager: Fort Bliss/White Sands Missile Range Housing LP  
1991 Marshall Road  
Fort Bliss, TX 79906  
Phone: 915-564-0795

Owner: Fort Bliss/White Sands Missile Range Housing LP  
1 Country View Rd.  
Malvern, PA 19355  
Phone: 610-355-8100

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

RESIDENT(S) ACKNOWLEDGES RECEIPT OF THE FOLLOWING ITEMS AND UNDERSTANDS THAT THEY ARE A BINDING PART OF THIS LEASE AGREEMENT:

- \_\_\_\_\_ LEAD BASED PAINT ADDENDUM
- \_\_\_\_\_ CONCESSION ADDENDUM
- \_\_\_\_\_ SURGE PROTECTOR ADDENDUM
- \_\_\_\_\_ RESIDENT GUIDE
- \_\_\_\_\_ PET ADDENDUM
- \_\_\_\_\_ SATELLITE DISH ADDENDUM (if applicable)
- \_\_\_\_\_ MOLD ADDENDUM

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

**LANDLORD** \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

**RESIDENT** \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

**RESIDENT** \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

**RESIDENT** \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_