



## **Frontier Heritage Communities Lease** **Review Acknowledgement**

**2-A - PARTIES TO LEASE:** I, \_\_\_\_\_, understand that the Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Frontier Heritage Communities and that the Premises is managed by Frontier Heritage Communities as outlined in the MHPI Military Member Tenant Lease Agreement executed between myself and Frontier Heritage Communities on \_\_\_\_\_ for the premises known as \_\_\_\_\_, Fort Leavenworth, KS 66027.

**2-B - TERM:** I understand that my lease term as outlined on is from \_\_\_\_\_ to \_\_\_\_\_ and that at the end of my lease term, I am then considered on a month to month lease.

I understand that I must give a 30 day written notice prior to moving out or I will be financially liable for up to 30 days from date of notice. If I receive short notice orders I understand I must submit them within 10 days of receipt to waive the 30 day notice requirement.

I acknowledge that I have been made aware of the Early Termination Fee as outlined in the lease, page 17, section 4 (i-iii)

**3-A - PREMISES:** I agree that I have conducted a walk-through inspection of the premises and understand that any defects or damages must be noted on the Move-In/Move-Out Inspection Form and submitted to Frontier Heritage Communities within 5 business days from the date of accepting the premises.

**3-C FINAL MOVE-OUT INSPECTION:** I understand that Frontier Heritage Communities will perform a final move-out inspection within two business days after I vacate the premises and that I am responsible for any damages that are not described on the Move-in/Move-Out inspection form in accordance with section 3-A.

**4-A and 4-A-1 - RENT:** I have reviewed the rent amount and confirm that the amount listed on box 7 of schedule C it is the Fort Leavenworth BAH rate, for my rank.

I understand that rent payments are in arrears (e.g. BAH received 1 June covers rent for the month of May not June)

Lessee Initials and Date

I understand that I must promptly inform Frontier Heritage Communities at Fort Leavenworth of any change of status to include: marital or dependent status changes or changes in rank that affect my BAH.

**7-A - OWNER'S RESPONSIBILITIES:** The work order procedures have been explained to me and I understand the various ways I have the ability to submit a request for a routine service order via telephone call, email, website, the ActiveBuilding App, and/or in writing at either Frontier Heritage Communities Housing or Maintenance offices.

I understand that it is my responsibility to submit any requests pertaining to immediate life, health, or safety issues shall be submitted by telephone call.

**7-C - TENANT'S RESPONSIBILITIES:** I acknowledge that I was issued a copy of Frontier Heritage Communities Resident Guidelines and Community Handbook.

I understand that I am required to maintain the premises in a clean and sanitary condition in accordance with the housekeeping policy as stated in Frontier Heritage Communities Resident Guidelines and Community Handbook.

I understand that it is my responsibility to maintain the cleanliness (pick up of trash/debris) of the exterior of my home to include all fenced areas, the front yard to the sidewalk and up to 10 feet from the structure on the sides of the home.

I understand that I am responsible for maintaining my backyard to include cutting grass or weeds as required, maintaining my front and side yards to include removing weeds, as required, in accordance with the Grounds Care Policy as stated in Frontier Heritage Communities Resident Guidelines and Community Handbook.

I was briefed on the parking policy and understand that I may not park my vehicle on grass landscaping.

I understand that vehicle repair and maintenance activities are prohibited in the housing areas. Permissible activities include the replacement of a flat tire and changing of a battery or any other maintenance that can be completed to ensure the vehicle is in running condition within twenty-four (24) hours. No other vehicle service or repairs are allowed at any time.

I understand that RVs/trailers may not be stored in the housing without prior approval from Frontier Heritage Communities. The exception to this is a trailer or Recreational Vehicle that is parked at the residence temporarily for loading or unloading, with permission from Frontier Heritage Communities office.

Lessee Initials and Date

**7-D REPAIRS:** I understand that I am not authorized to make any repairs to the premises, the fixtures within the premises or any adjacent areas, without prior written authorization from Frontier Heritage Communities.

I confirm that I was briefed about Frontier Heritage Communities Website, ActiveBuilding App and Facebook page.

**9 - DISPUTES:** I understand that any disputes should first be attempted to be resolved with Frontier Heritage Communities using the Preliminary Dispute Resolution Process as listed in paragraph 7 of the Community Specific Addendum. If a resolution cannot be made, I understand that the Military Housing Office (MHO) should be contacted to assist me in an informal resolution with Frontier Heritage Communities. I understand if a resolution cannot be reached using the informal resolution process, I may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process as outlined in the lease agreement.

**10-A- UTILITIES:** I have been briefed on the utility program and understand I am to make a conscientious effort to conserve energy.

**10-B - LIABILITY:** I understand owner requires all Tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability per occurrence. Other than ordinary wear and tear, I will be liable for all damages to the Premises that are not described on the Move-In/Move-Out Inspection Form.

**10-D - OCCUPANTS AND PERMITTED USE:** I have confirmed the occupants listed on my lease are accurate. I understand that I must promptly inform Frontier Heritage Communities of any change of status to my household composition.

I understand that I am permitted to have temporary guest(s) reside in the residence for up to fourteen (14) consecutive days or up to thirty (30) days in a calendar year. If a guest is to remain longer than fourteen (14) consecutive days or more than thirty (30) days in a calendar year, a Guest Registration Form must be completed and submitted to Frontier Heritage Communities office along with a copy of a current Fort Leavenworth Access Badge or other valid identification card.

**10-E- ASSIGNING AND SUBLETTING:** I understand that I am not permitted to sublet any portion of the premises, nor transfer, nor assign Tenant's rights under this Lease or permit any part of the Premises to be used by any person other than who is listed as an occupant on the lease.

**10-F - ANIMALS:** I understand that I am responsible for my pet(s) and animal(s). I have been made aware of the Fort Leavenworth Pet Policy and will provide Frontier Heritage

Lessee Initials and Date

Communities verification of registration with the Fort Leavenworth Veterinary Clinic, for each pet, service animal or emotional support animal in my household, within 5 business days from the date of accepting the premises or within 5 business days from the date of obtaining a new pet or service animal or emotional support animal.

I also understand I must complete a Service Animal or Assistance Animal Request for any service animal.

I understand that I am required to obtain written consent from Frontier Heritage Communities for any pet, service animal or emotional support animal on the premises within 5 business days from the date of accepting the premises or within 5 business days from the date of obtaining a new pet or animal.

\_\_\_\_\_  
Lessee Printed Name

\_\_\_\_\_  
Lessee Signature and Date

\_\_\_\_\_  
Lessee Initials and Date

## **MHPI Military Member Tenant Lease Agreement**

### **1. Key Terms**

See Schedule 1 (the “Key Lease Terms”), which is hereby incorporated by reference.

### **2. Parties and Lease Term**

THIS LEASE AGREEMENT (“**Lease**”) is made on the “Current Date” listed in Box 3 of Schedule 1, between Fort Leavenworth Frontier Heritage Communities, L.L.C., as owner of the subject Premises (“**Owner**”) and the individuals referenced in this Lease in Box 6 of Schedule 1 (individually and collectively referred to herein as “**Tenant**”). Each of Owner and Tenant is a “Party” to this Lease.

- A. Parties to Lease. Subject to the terms and conditions of this Lease, Owner rents to Tenant and Tenant rents from Owner, the unit referenced on Schedule 1 of this Lease (“**Premises**”), and includes the housing unit and, as applicable, the front, side, and back yards, garage, driveway, designated parking, carport and outside storage associated with the unit. The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. The Premises is managed by Frontier Heritage Communities, whose address, email, and phone number are specified in Box 13 of Schedule 1. Frontier Heritage Communities is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner. References in this Lease to “Installation” mean Fort Leavenworth.
- B. Term. The initial term of Lease commences upon the Lease Commencement Date set forth in Box 4 of Schedule 1 and expires upon the Lease End Date set forth in Box 5 on Schedule 1. After expiration of the initial term, and provided that neither party has terminated this Lease in accordance with this Lease, this Lease will automatically convert to a month-to-month tenancy unless both Owner and Tenant sign a Lease renewal. Tenant hereby acknowledges that Tenant specifically reviewed and approved this automatic renewal provision. Unless otherwise required by applicable law, either Party may terminate this Lease as of the expiration date (or if this Lease has renewed on a month-to-month basis as of the last day of the month), by giving written notice to the other Party in accordance with Schedule 1 and the Community Specific Addendum<sup>1</sup>. In addition, Tenant may terminate this Lease prior to the expiration date in accordance with Section 10.G. below or as specified in the Community Specific Addendum.

### **3. Premises**

- A. Premises Condition on Lease Commencement Date. Prior to Tenant moving into the Premises or, at Tenant’s election, no later than three (3) business days after moving into the Premises, Tenant or Tenant’s representative and Owner, or Community Manager on Owner’s behalf, shall conduct a walk-through inspection of the Premises. Tenant and

Owner shall mutually agree whether to conduct the walk-through inspection in person or virtually, at the election of the Tenant. Tenant may elect to be accompanied by, or have Tenant's agent accompanied by, a Military Housing Office ("MHO") representative, subject to representative availability at the time of the walk-through. Tenant and Owner or Community Manager shall note any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping, and fixtures on a Move-In/Move-Out Inspection Form (Schedule 5), which shall be signed by the Tenant and Community Manager and maintained in Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) calendar days following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding. Owner or Community Manager shall submit any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) that are required to be repaired by Owner pursuant to this Lease as a work order request and provide Tenant with estimated repair timelines. In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner. Unless otherwise provided under applicable law, within five (5) business days after the later of (i) the date on which the Tenant takes occupancy of the Premises or (ii) commencement of this Lease, Tenant shall provide Owner with written notice of any other items discovered within that period that Tenant believes should have been noted on the Move-In/Move-Out Inspection Form (Schedule 5). The Community Manager shall photograph, document, or otherwise assess such items and submit the list of additional items identified in Tenant's written notice that are required to be repaired by Owner pursuant to this Lease as a work order request, and keep the notice in the Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) days following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding, and shall communicate estimated repair timelines (if applicable) with Tenant. Tenant hereby acknowledges that, except with respect to any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) or in Tenant's written notice, the Premises were delivered to Tenant in good order and repair and in a safe, clean and habitable condition. Tenant further acknowledges Tenant's responsibility for maintaining the cleanliness of the Premises and that damages to the Premises which are not described on the Move-In/Move-Out Inspection Form (Schedule 5) or Tenant's written notice as existing prior to Tenant's occupancy, excluding ordinary wear and tear, are subject to being repaired by Owner at Tenant's expense in accordance with applicable law.

- B. Condition of Premises on Move-Out. Within five (5) business days after Tenant provides Owner a written notice of intent to vacate and prior to the end of the Term, Owner shall provide Tenant with the option to have a pre-move-out inspection with Tenant or Tenant's agent and after inspection inform Tenant in writing of any potential move-out charges that may be assessed. Tenant may attend such pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a

representative from the MHO, subject to representative availability at the time of pre-move out inspection. Owner shall provide Tenant with move-out guidelines, setting forth cleaning requirements, and Tenant shall be given reasonable opportunity to remedy identified deficiencies prior to vacating the Premises consistent with the terms of this Lease.

Except to the extent approved by Owner, as provided in Section 7.E. below, any repairs or alterations to the Premises by Tenant resulting from this pre-move-out inspection shall be made at Tenant's expense, consistent with the obligations set forth in this Lease. All alterations/improvements left by the Tenant at termination and that are made by or caused to be made by Tenant, with or without Owner's consent, shall be deemed abandoned. As such, Owner may dispose of or retain such alterations or improvements at Tenant's expense in accordance with applicable law. Any personal property left in the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and may be disposed of, or retained by, Owner, at Tenant's expense, upon termination in accordance with applicable law.

- C. Final Move-Out Inspection. Owner shall perform a final move-out inspection within two (2) business days after the date Owner has knowledge Tenant has vacated the Premises. Tenant shall be notified in advance of the proposed final move-out inspection date and time, and Owner shall make a reasonable effort to accommodate Tenant's or Tenant's agent's attendance at the final move-out inspection by scheduling such inspections at a mutually agreeable time. Tenant may elect to be accompanied by, or have Tenant's agent accompanied by, an MHO representative, subject to representative availability at the time of the walk-through. Conditions at move-out will be compared to the conditions noted on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. of this Lease for the assessment of damage costs in accordance with applicable law. In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner. In accordance with Section 7.C and 10.B(1), Tenant shall be responsible for any damages that (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant, excluding ordinary wear and tear. Absent good cause, if Tenant does not schedule and attend a final move-out inspection of the Premises as outlined above, Owner, or Community Manager on Owner's behalf, shall perform a final move-out inspection on or promptly after the date Tenant vacates the Premises and Tenant shall accept Owner's assessment of property damages on the Move-In/Move-Out Inspection Form (Schedule 5) as stated in the final move-out inspection form. Within twenty-one (21) business days following the date on which Tenant has vacated the Premises or such shorter period as may be provided in the Community Specific Addendum, Owner shall provide Tenant with an itemized list of actual costs, for which Tenant shall be responsible, to repair

identified deficiencies not otherwise remedied by Tenant pursuant to Section 7.D. prior to move-out or approved by Owner to remain in place pursuant to Section 7.E.

No later than the last day of Tenant's occupancy, Tenant shall: (i) give Owner all keys and copies of all keys or entry devices to the Premises, including common areas; (ii) vacate and surrender Premises to Owner, empty of all persons' and Tenant's personal property; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises to Owner in the same condition as referenced in Section 3.A, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Tenant's forwarding address.

#### 4. Rent

A. Unless otherwise specified on Schedule 1, the rent ("**Rent**"), shall be an amount equal to the Basic Allowance for Housing ("**BAH**") at the applicable BAH rate for the service member Tenant's duty station and military grade [which shall include any Owner provided utilities] **OR** [minus the utility allowance for the Premises, as defined in the utility allowance addendum] [and minus Rent concessions identified in Box 8 on Schedule 1 if applicable]. If Tenant's duty station is not at [Insert Name of Installation] (the "Installation") where the Premises are located, BAH shall be determined in accordance with Service policy applicable to such Tenant<sup>2</sup>. Rent shall be payable in arrears (i.e., each Rent payment pays Rent for the previous month) in monthly installments. Rent is due on the calendar day identified in Box 7 on Schedule 1. If Tenant's BAH rate changes at any time during the term of this Lease, Tenant must notify Owner within thirty (30) calendar days of the change. Notwithstanding the foregoing, upon an increase in Tenant's BAH, Rent shall increase automatically to the new BAH rate, whether or not Tenant provides notice to Owner of such increase and Tenant waives any notice from Owner of an automatic rent increase. If this Lease begins after the first 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 16 on Schedule 1 on the Payment Date in the following month.

- (1) If the Premises is occupied by two or more married Tenants, both of whom are active duty service members, the Rent will be the equivalent BAH rate for the highest ranking Tenant, at the With Dependents rate, for the Installation as set out in Box 7 on Schedule 1 [minus the Utility Allowance for the Premises (if applicable)].
- (2) If the Tenant has been designated as a key and essential employee by the Installation, and is single or not accompanied by family members, the Rent will be equal to the Tenant's housing allowance at the "Without Dependent rate," [minus the Utility Allowance for the Premises (if applicable)].
- (3) If Owner elects to provide Tenant a home in a housing category higher than Tenant's military pay grade, then the Rent will be based on the applicable BAH rate for the Tenant's military pay grade. If Tenant elects to reside in a home that is in a housing category higher or lower than Tenant's military pay grade, then the parties shall execute an addendum that states the basis and amount of the Rent.



- B. Unless otherwise provided for in the Community Specific Addendum, Rent shall be paid through (i) Unit Diary Entry Electronic Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) [KNOX] (Navy/Air Force/Army), or (iii) PeopleSoft (Coast Guard), if applicable (each, as applicable, a “**Rent Payment Service Option**”). If a Rent Payment Service Option is not applicable, Rent may be paid to Owner or its designated agent by payroll allotment/deduction (the “**Allotment**”). Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment will be payable by another means reasonably directed by Owner, which at Owner’s option may include personal check, certified check, money order, automated clearing house or through other payment methods (e.g. online/website, smart device application) which alternate means may be changed from time to time with 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.
- C. After the Premises is vacated, any refund due to Tenant will be made within thirty (30) calendar days of Owner’s or Community Manager’s receipt of the Allotment applicable to month of move-out or within the time period required by applicable law as noted in the Community Specific Addendum.
- D. Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. Owner shall hold such security deposit in accordance with the terms in the Community Specific Addendum.

## 5. Fees

- A. Late Fees. If any Rent payment is not received on or before the due date or within any grace period set forth in Box 10 on Schedule 1, Tenant agrees to pay a late charge specified in Box 10 on Schedule 1, to the extent permitted by applicable law.
- B. Other Fees. Subject to applicable law, Tenant will be responsible for payment of fees listed in the Fee Schedule (Schedule 2), which is attached hereto and incorporated herein. Owner may not revise such Fee Schedule (Schedule 2) without the written consent of Tenant or MHO. Any changes in type or amount of any fee made without the written consent of the Tenant shall be effective only after thirty (30) calendar days’ written notice of such changes is given to Tenant. Such notice may be in the form of email communications, newsletters, or other written means delivered directly to Tenant specified in the Community Specific Addendum.

## 6. Entry onto Premises

- A. Except as provided below, Owner, Community Manager, their employees, agents and/or contractors shall have the right to enter the Premises: (a) in case of an emergency or if emergency conditions are presumed to exist (risk of substantial damage to property, including animals, or risk of death, injury or illness to humans), (b) if it appears Tenant has abandoned the Premises, or if Tenant and Occupants listed in Boxes 6 and 14 of Schedule

1 are absent from the Premises without prior notice to Owner or Community Manager in excess of seven (7) consecutive calendar days (provided that if Tenant is absent from the Premises in excess of seven (7) consecutive calendar days during such time as any Rent payment under this Lease is in default, Owner may take possession of or enter the Premises in accordance with applicable law), (c) to make necessary or agreed upon repairs, alterations or improvements, (d) to supply necessary or agreed upon services, (e) to test smoke and carbon monoxide detectors, and/or to install, test, repair or perform maintenance on fire suppression or water detection systems, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) with prior notification to Tenant, to perform a periodic safety and maintenance review of the Premises not more than once every ninety (90) calendar days, (h) to respond to any complaints regarding the Premises, any Tenant, Occupant, guest, invitee or animal housed by Tenant, or (i) as otherwise allowed by this Lease or applicable law. Except in cases of emergency, Owner will provide Tenant with not less than 24 hours prior written notice (which notice may be by email or text) of Owner's intent to enter, and entry will be during the normal business hours set forth in the Community Guidelines & Policies, or at any other time as agreed upon by Tenant. Tenant may be present during Owner's entry; however, entry is not conditioned upon Tenant's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice.

- B. Except in the event of an emergency, maintenance technicians will not enter the Premises with children less than 18 years of age present, unless an adult 18 years of age or older is also present. In addition, maintenance technicians will not enter the Premises unless all animals are restrained or locked away from the area that requires maintenance. If Tenant is not present at the time of entry, then the maintenance technician will leave a copy of the work order, or provide Tenant an electronic copy of the work order, detailing the work completed. In all cases of entry by Owner or its agents, the Premises will be left in the condition in which it was found, excepting such maintenance or repairs as are performed by Owner or its agents in connection with any such entry.

## **7. Maintenance and Repairs**

- A. Owner's Responsibilities Generally. Owner is responsible for maintenance and repair of the Premises in accordance with applicable law (including, but not limited to, any safety and habitability requirements), subject to the Tenant responsibilities described below. Owner shall ensure Tenant's ability to submit service requests via telephone call, email, website, smart device application, and/or in writing at the Owner's housing office, provided, however, that any requests pertaining to immediate life, health, or safety issues shall be submitted by Tenant by telephone call.
- B. Owner Response to Service Requests. Owner shall classify its work orders addressing Tenant service requests depending on the nature of the request and the potential danger to the Tenant and/or the Premises. Owner will respond to work orders in accordance with timelines set out in the Community Guidelines & Policies. Owner shall provide an estimated time for completing repairs at initial response, a direct means of tracking the status and progress of work orders, provide updates of estimated repair time changes, and

use commercially reasonable efforts to complete the work necessary to close out work orders within such estimated repair time. With the exception of emergency repairs, repairs shall be made during normal business hours unless Owner requests and Tenant gives permission for alternate entry times. Emergency maintenance service is available at all hours, day or night, to handle service requests of a true emergency nature that cannot wait until normal business hours.

- C. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, disable, or remove any part of the Premises, or modify minimum or maximum appliance or equipment set points, and shall not permit any Occupants, guests, invitees, licensees, or animals housed by Tenant to do so. Tenant shall pay for any damages, excluding ordinary wear and tear, that (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant or Occupants, guests, invitees, licensees or animals housed by Tenant. Tenant shall be charged for all damage to the Premises as a result of failure to (i) report a problem in a timely manner; or (ii) maintain heat in the Premises at sufficient temperature to prevent water damage associated with bursting or rupturing of pipes and to ensure the safe operation of other Premises infrastructure including, but not limited to, sewage pipes, electrical systems, and ventilation systems. In addition, Tenant shall be charged for repair of drain blockages or stoppages caused by Tenant misuse. Tenant's failure to properly use, operate or maintain any item for which Tenant is responsible shall give Owner the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance in accordance with applicable law. Tenant is responsible for:

- (1) Maintaining the Premises in a clean and sanitary condition;
- (2) Properly using, operating and safeguarding the Premises, including if applicable, any fenced yard, furniture, furnishings, window treatments, floor coverings, appliances, and all mechanical, electrical, gas and plumbing fixtures, and keeping them clean and sanitary.
- (3) Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters as required by Community Guidelines & Policies.
- (4) Draining outside water spigots in the fall and ensuring unobstructed access to plumbing as required by Community Guidelines & Policies.
- (5) Maintaining the Premises in such a manner as to prevent accumulation of moisture and the growth of mold and promptly reporting any water leak, intrusion, or visible mold, mildew, or water damage to ceilings, floors, cabinets, or walls.
- (6) Maintaining the lawn and exterior of the Premises as required by Community Guidelines & Policies, and promptly removing ice and snow from steps and drives in accordance with the Community Guidelines & Policies.
- (7) Controlling and eliminating household pests in accordance with the Community

Guidelines & Policies including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Contacting Owner for assistance with infestations of pests that are beyond Tenant capabilities and require professional control measures.

- (8) Promptly reporting to Owner any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, smoke and carbon monoxide detectors, or other parts of the Premises, common areas or related facilities.
- (9) Promptly submitting to Owner any maintenance and repair request through the work order submission process described in this Lease and promptly signing off on work orders when work is completed.

D. Repairs. Tenants shall make no repairs to the Premises, the fixtures located within the Premises, the building or any adjacent areas without the written approval of Owner. Tenant is required to submit a written request, including any plans for restoration, to Owner and obtain Owner's written consent for any of the following:

- (1) Remodeling or making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting.
- (2) Installing, attaching, removing, modifying minimum or maximum appliance or equipment set points, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood-burning stove, fireplace insert or kerosene heater.
- (3) Driving nails or other devices into walls, ceiling, or woodwork (unless permitted pursuant to the Community Guidelines & Policies).
- (4) Re-keying locks, installing additional locks or security systems.

E. Alterations/Improvements and Repairs. Tenant shall make no alterations to the Premises, the building or any adjacent areas, incur any debt or make any charges against Owner, or create any lien upon the Premises for any work done or material furnished without the express written consent of Owner. Any fixtures installed by Tenant with Owner's consent shall be at Tenant's expense; shall be affixed in a manner that will not irreparably damage or alter the Premises, the building or adjacent areas; and shall be removed by Tenant upon the termination of this Lease without causing damage to the Premises, the building or adjacent areas. All alterations/improvements and repair work performed by or on behalf of Tenant shall comply with applicable law, including governmental permit, inspection, and approval requirements. Repairs performed by or on behalf of Tenant shall be performed in a good and workmanlike manner with materials of quality and appearance comparable to existing materials for Tenant to be relieved of damage assessment. Any alterations/improvements made to the Premises by or on behalf of Tenant (including any painting and wallpapering, if previously approved) must be restored to its original condition, unless Community Manager has given written approval for the alteration/improvement to remain in place. In addition, unless Owner or Community

Manager has given written approval for an alteration/improvement to remain in place, Owner may charge Tenant for restoration of the Premises to the condition it was in prior to such alteration/improvement if not restored by Tenant. The Tenant is required to return the property to the same condition it was found, except for ordinary wear and tear. In the event the removal of any such fixture or other personal property of Tenant causes damage, Owner may charge Tenant for the repair of the damage in accordance with applicable law.

Notwithstanding the forgoing, and in accordance with applicable laws, Owner shall (i) make reasonable accommodations within the context of and/or exceptions to the rules, policies, practices or services provided to Tenant, and (ii) in some circumstances allow Tenant at Tenant's expense to make certain reasonable modifications as required under such laws to give persons with disabilities access to and use of the Premises. In the event that Tenant requests any such accommodation or modification, Tenant will be required to sign an addendum to this Lease regarding the approval and implementation of such accommodations or modifications, as well as Tenant's restoration obligations, if any. Tenant shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by repairs or alterations undertaken by or at the request of Tenant or other Occupants.

## **8. Right to Relocate**

- A. If the Premises becomes uninhabitable for any reason (i) not caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant and (ii) not resulting from acts of God, terrorist attacks, base closure, epidemics, pandemics, or any cause beyond the reasonable control of Owner, then Owner will relocate Tenant either temporarily or permanently at no cost to Tenant in accordance with the Minimum Standard Tenant Displacement Guidelines ("Displacement Guidelines") attached hereto as Schedule 4.
- B. Owner reserves the right, on forty-five (45) calendar days advance written notice, to relocate Tenant at Owner's expense due to construction or renovations to any Military Privatized Housing Initiative unit located within a reasonable distance from the original housing location in accordance with the Displacement Guidelines (Schedule 4). In addition, Owner reserves the right to relocate Tenant upon no less than 24 hours advance written notice (unless safety or habitability conditions otherwise do not permit), either temporarily or permanently, at Owner's expense, when Owner determines habitability conditions, such as immediate life, health and safety issues with the Premises require relocation in accordance with the attached Displacement Guidelines (Schedule 4).
- C. If relocation is due to damage or habitability deficiencies caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant, Tenant's relocation shall be at Tenant's sole cost and expense and Tenant will pay for the cost to repair such habitability deficiencies.
- D. Tenant consents to comply with the following terms of relocation listed on the Community Specific Addendum:

- (1) If Tenant accepts and occupies a home with special accessibility or readily adaptable features, and Tenant and Occupants do not require such features, then Tenant agrees to relocate to another home within a reasonable amount of time if Community Manager notifies Tenant that the home is needed to accommodate another Tenant with a special accessibility requirement. Owner will pay for all reasonable costs directly associated with such relocation. Tenant and Community Manager shall sign an Accessible/Adaptable Unit Relocation Addendum acknowledging this consent at the time this Lease is executed.
- (2) Tenant may request a move to a home in another housing category in accordance with any guidance that may be specified in the Community Specific Addendum if: (i) the Tenant's military pay grade changes in the event of promotion or demotion, or (ii) the Tenant's bedroom qualification changes. In either case, the move would be voluntary, dependent on housing category availability, and at the Tenant's sole cost and expense.
- (3) If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for retention of the Premises to the MHO and the Owner within fifteen (15) calendar days of the change in status.
- (4) Any other terms of relocation are set forth on the Community Specific Addendum.

## **9. Disputes**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it through informal dispute resolution processes set forth by the MHO or by bringing the request or concern to the attention of the Owner, as such informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an "Eligible Housing Dispute"), Tenant or Tenant's designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution process under Schedule 3 is pending.

## **10. Other Standard Provisions**

- A. Utilities. The responsibility for payment of water, sewer, trash, electrical, and gas services is set forth in Box 12 of Schedule 1 and on the Community Specific Addendum [and Resident Energy Conservation Program (RECP) Addendum] or [and Utility Allowance Addendum]. Owner has the right to charge reasonable administrative fees for utility billing, including third party utility billing service fees, and any base fees, customer fees or taxes assessed by the public or private utility provider, and processing to the extent permitted

pursuant to the laws of the State in which the Premises is located. Tenant shall be responsible for arranging and paying for his/her own cable, telephone and data communications, and all other services not specifically provided by or through Owner.

B. Liability.

- (1) Neither Owner nor Community Manager shall be liable to Tenant, Occupants, guests, invitees, licensees, or any persons who are on the Premises for any damages, injuries or losses to person or property except to the extent such damage or injury arises from the negligent acts or omissions of Owner, Community Manager or its agents, servants or employees. Other than ordinary wear and tear, Tenant shall be liable for all damages to the Premises that
  - (i) are not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) in accordance with Section 3.A as existing prior to Tenant's occupancy and
  - (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant.
- (2) Tenant acknowledges that neither Owner nor Community Manager are responsible for the performance by any insurance carrier under any policy of insurance, including any payment for Tenant's losses. Tenant also acknowledges neither Owner nor Community Manager are responsible for Tenant losses resulting from flood, natural disasters, other acts of nature, power failures, fire or any other cause where neither Owner nor Community Manager were negligent nor the proximate cause of Tenant's loss. To the extent the Tenant is required to carry renter's insurance, the details of such requirements are set forth on the Community Specific Addendum. In the event Tenant is not required to carry renter's insurance, Tenant is advised to carry insurance to protect Tenant from the losses described above.
- (3) Tenant agrees that Owner, Community Manager and their representatives do not guarantee, warrant or assure the personal security of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenants. Except as otherwise provided under State law in which the Premises is located or other applicable law, Owner and Community Manager shall not be liable for death, injuries, losses or damages to person or property of Tenant, Occupants, guests, invitees, or licensees, caused by theft, burglary, rape, assault, battery, arson, mischief, crime, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), pollution, water, lightning, earthquakes, rain, flood, water leaks, hail, ice, snow, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, acts of nature or unexplained phenomena or casualties, lack of access to land under the control of the federal government, acts of other Tenants, Occupants, guests, invitees, licensees, or animals housed by Tenant, or from any other event or cause where neither the Owner nor Community Manager were negligent nor the proximate cause of Tenant's loss. Subject to applicable law, Tenant shall indemnify

and hold Owner, Community Manager, their agents, employees and representatives, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to Tenant's, Occupants', guests', invitees', or licensees' negligence, tenancy and/or failure to comply with this Lease.

C. Rules/Regulations; Community Guidelines & Policies.

- (1) Tenant has been provided with and acknowledges receipt of a copy of the Community Guidelines & Policies (a copy of which is attached hereto and incorporated herein by reference).
- (2) Tenant agrees to comply with the Community Guidelines & Policies and all other Owner rules and regulations that are at any time posted in the Community (as defined in the Community Guidelines & Policies) or made available to Tenant whether by letter, electronic communication, or newsletter. Tenant is responsible for the conduct of Occupants, guests, invitees, licensees, and any animals housed by Tenant. Tenant shall not, and shall ensure that Occupants, guests, invitees, licensees, and any animals housed by Tenant, do not unreasonably disturb, annoy, endanger, or interfere with other Tenants of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a nuisance on or about the Premises.
- (3) Subject to the terms of this Lease and the Community Guidelines & Policies, Tenant shall be entitled to enjoy the use of the Premises provided that such use does not unreasonably disturb, annoy, endanger, or interfere with other Tenants, create a public nuisance, or result in any other violation of this Lease or the Community Guidelines & Policies.
- (4) Notwithstanding anything to the contrary set forth herein, Owner or Community Manager may make reasonable changes to the Community Guidelines & Policies without consent of Tenant, effective only after thirty (30) calendar days' written notice of such changes is given to Tenant, if they are applicable to all homes in the Community and do not change the Rent, fees, or other costs set forth in this Lease; provided, however, no such change shall contradict the terms of this Lease or any addendum to this Lease in a material or adverse way.

- D. Occupants and Permitted Use. The Premises may be occupied only by people listed in Box 6 ("Tenant(s)") and Box 14 of Schedule 1 ("Occupants") and approved animals. Tenant may not allow any person not listed in this Lease to reside in the Premises in excess of thirty (30) calendar days during any one-year period, without Owner's prior written approval. Tenant must notify Owner, in writing in advance and in accordance with the Community Guidelines & Policies, of visitors who plan an extended stay in the Premises, as more particularly set forth in the Community Guidelines & Policies. Owner may approve such requests on a case-by-case basis. Tenant shall inform Owner of any change in Occupants to be listed in Box 14 of Schedule 1. Tenant agrees to use and maintain the



Premises as a private residence only, except as permitted upon written approval of Owner.

- E. Assignment/Subletting. Tenant may not sublet any portion of the Premises nor transfer or assign Tenant's rights under this Lease or permit any part of the Premises to be used by any person other than the Tenant, the Occupants listed in Box 14 of Schedule 1 or temporary guests, invitees, or licensees, without the express prior written approval of the Community Manager, which may be withheld in its sole and absolute discretion. Any assignment, transfer or subletting of the Premises or Lease by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
- F. Animals. No animal shall be kept on or about the Premises except for service or emotional support animals in compliance with applicable law without Owner's prior written consent. Tenant must sign a separate Animal Addendum prior to allowing any animal on the Premises. The Animal Addendum is incorporated into and becomes part of the terms of this Lease.
- G. Termination by Tenant.
  - (1) Servicemembers' Civil Relief Act.
    - (i) Tenants have the right to terminate this Lease early under the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043, the "**SCRA**"). Generally, the SCRA provides active duty service members and dependents of active duty service members the right to terminate a lease for residential property prior to the regular lease termination date when the service member is required to move due to military orders for a permanent change of station (PCS), for retirement or separation, or for a deployment of not less than ninety (90) calendar days. To terminate a lease early under the SCRA, the Tenant must provide the Owner written notice of termination and a copy of the relevant military orders or a statement from the service member's Commander confirming the orders.
    - (ii) In order to terminate this Lease under Section 10.G.(1)(i) above, Tenant (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall deliver to Owner a written notice of termination (accompanied by appropriate military orders or verification from the Tenant's commanding officer with respect to the Tenant's current or future military status). This Lease will terminate thirty (30) calendar days after the due date of the next Rent payment following delivery of the written notice of termination and associated military orders or Commander's letter confirming the permanent change of station. The foregoing 30-day period can be reduced or waived by Owner under special circumstances, and will be waived if such notification cannot be made at no fault of Tenant (i.e. short notice assignment). In the case of a short notice assignment, Tenant must provide Community Manager with a copy of his/her military orders or

commanding officer's verification of military status within five (5) calendar days of Tenant's receipt of such orders or verification.

(2) Change in Marital Status.

(i) Right of Service Member to Terminate. If only one Tenant is a service member and if there is a change in that Tenant's marital status, that service member Tenant shall have the option of terminating this Lease by providing thirty (30) calendar days written notice to Owner. Such written notice shall be signed by the service member Tenant and shall state the desire to terminate this Lease due to a change in marital circumstances. It shall identify one of the following as the change in circumstances: (1) a final decree of divorce; (2) court ordered separation; or (3) both spouses' desire to terminate the marriage and live separately despite the lack of a court order or written separation agreement if either spouse provides evidence of maintenance of separate residences for at least thirty (30) calendar days prior to the notice of termination.

(ii) Right of Non-Service Member Tenant Upon Service Member Termination. In the event that the service member Tenant elects to terminate this Lease pursuant to Section 10.G.(2)(i) above, the remaining non service member Tenant has the option to request to sign a new lease with the Owner, and the Owner, in its sole discretion, may approve such lease. Absent such request and approval, the non-service member Tenant's right to reside in the Premises shall terminate on the effective date of termination by the service member Tenant. In the event such non-service member Tenant continues to occupy the Premises pursuant to a new lease entered into pursuant to this Section 10.G.(2)(ii), the monthly Rental rate for such new lease shall be the monthly Rent due under this Lease immediately prior to termination of the Lease by the service member Tenant, and the service member Tenant shall not be responsible for the Rental payments under the new lease entered into by the non-service member Tenant.

(3) Casualty/Condemnation. Subject to applicable law, if, by no fault of Tenant, the Premises is totally or partially damaged or destroyed by fire, natural disaster, accident or other casualty that render the Premises totally or partially uninhabitable, either Owner or Tenant may terminate this Lease by giving the other written notice within thirty (30) calendar days after the date of such destruction or casualty. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable unless Owner provides comparable temporary replacement housing at Owner's expense. The abated amount shall be the current monthly Rent prorated on a thirty (30) calendar day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage renders the Premises uninhabitable under applicable law. If damage occurs as a result of an act of Tenant, Occupants, guests, invitees, licensees, or animal housed by Tenant, only Owner shall have the right of termination, and no reduction

in Rent shall be made.

(4) Early Termination Fee.

- (i) Except as provided in Section 10.G.(1), Section 10.G.(2), and Section 10.G.(3) above, if Tenant terminates this Lease prematurely Tenant shall pay Owner an Early Termination Fee in accordance with the Community Specific Addendum to this Lease. Tenant and Owner agree that the damage to Owner would be difficult to determine and agree the Early Termination Fee is a fair estimate of Owner's costs and damages resulting from such an early termination of this Lease by Tenant. Tenant shall give Owner a minimum of thirty (30) calendar days written notice of termination.
- (ii) If Tenant has leased for more than the initial term and is renting on a month-to-month basis and Tenant provides thirty (30) calendar days' written notice to Owner, there shall be no Early Termination Fee charged to Tenant.
- (iii) If (a) the Tenant terminates this Lease early under Section 10.G.(1), or (b) two Tenants terminate this Lease under either Section 10.G.(2) or Section 10.G.(3) above, then the terminating Tenant(s) will not be assessed a penalty for early termination. However, Tenant is still responsible to turn over the Premises in accordance with the terms of this Lease.

H. Debarment. If Tenant is debarred from the Installation by the Installation Commander, as hereinafter defined, in accordance with the authority provided in 18 U.S.C. § 1382, Tenant shall vacate the Premises not later than thirty (30) calendar days from the date of the debarment, provided, however, that Tenant must comply with the terms of the debarment which are unaffected by this Lease. Upon expiration of the thirty (30) calendar day period, it shall then be lawful for Owner 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, Owner shall have a right of action for arrears of Rent, damages to the Premises, or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by Tenant, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may re-lease the Premises for the remainder of said term and recover from Tenant any deficiency between the amount so obtained and the Rent herein required to be paid.

I. Termination by Owner.

- (1) Subject to applicable law, and notwithstanding anything to the contrary set forth in this Lease, Owner may terminate this Lease and, if necessary, evict Tenant, immediately for any of the following reasons:
  - (i) Misuse or illegal use of Premises, or conduct of Tenants, Occupants, guests, invitees, licensees, or any animals housed by Tenant, which is detrimental to community safety and health, or if Tenant, Occupants, guests, invitees,

licensees, or any animals housed by Tenant cause or threaten to cause injury to any person;

- (ii) If Tenant (1) is in default under any of the covenants, terms or conditions of this Lease, including the Tenant Responsibilities outlined in Section 7.C. hereof and the rules and regulations contained in the Community Guidelines & Policies, and (ii) if Community Manager has given Tenant written notice of the default and ten (10) calendar days have expired without cure by the Tenant, unless a greater amount of time for cure of the default is specified in the Community Guidelines & Policies;
  - (iii) Unacceptable care of or damage to Premises;
  - (iv) Tenant, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in Premises;
  - (v) Use of Premises for illegal activities or possession of illegal, explosive, or dangerous substances, or operation of commercial transactions not permitted in writing by Owner;
  - (vi) Subject to the Tenant's rights to terminate the Lease, and specifically excluding all periods of Temporary Duty (TDY), deployment, Temporary Assigned Duty (TAD), leave, and vacation, Tenant shall be in default if Tenant has vacated the property with no intention of returning;
  - (vii) In accordance with Section 10.G.(3).
- (2) Subject to applicable law, Owner may terminate this Lease upon thirty (30) calendar days written notice and, if necessary, evict Tenant following such notice, for any of the following reasons:
- (i) In the event that the service member Tenant elects to terminate pursuant to SCRA, Owner has the right to terminate this Lease with respect to any remaining non-service member Tenant, provided that Owner has provided a written thirty (30) calendar- day notice of such intent to the non-service member Tenant;
  - (ii) Owner may, with thirty (30) calendar days written notice to Tenant, terminate the Lease upon learning of a change in marital status, regardless of whether the service member Tenant elects to terminate the Lease. Change in marital status includes only the following: (1) a final decree of divorce; (2) a court-ordered separation; or (3) a voluntary separation of service member Tenant and non-service member for at least sixty (60) calendar days. A service member Tenant's absence from the Premises due to deployment, military assignment, or military leave shall not constitute separation for the purposes of this provision absent consent of the service member. Owner shall not have the right to terminate this Lease if the service

member continues to reside in the Premises and one of the following conditions exist: (1) a court identifies service member Tenant as the primary custodial parent of a minor dependent, or (2) if there is no court order, a written separation agreement identifies service member Tenant as the primary custodial parent of a minor dependent, or (3) if neither court order nor written separation agreement exists, one or more of service member Tenant's minor dependents continue to maintain his/her principal place of residence in the Premises;

- (iii) Construction or renovation relocations per the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (iv) If the Tenant is no longer eligible for housing; or
  - (v) If the Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors.
- (3) If Tenant abandons the Premises, Owner will be free to retake possession of the Premises in accordance with applicable law. Abandonment shall include but not be limited to the following: Nonpayment of Rent or other costs or expenses relating to the Premises to be paid by Tenant along with one of the following:
- (i) Absence of the Tenant and Occupants listed in Box 6 and Box 14 of Schedule 1 from the Premises, without notice to Owner, in excess of seven (7) continuous days;
  - (ii) Renting or residing at another location;
  - (iii) Removing the majority of the belongings;
  - (iv) Failing to maintain the Premises; or
  - (v) Being in an unauthorized absence, absence without leave, or deserter status from the Armed Forces.
- (4) Nothing contained in this paragraph herein shall limit the obligations of the Tenant under this Lease.

J. Possession After Termination. If Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall be deemed to be in breach of this Lease and Owner may, if necessary, evict Tenant in accordance with applicable law. Upon such a possession after Lease termination, in addition to being obligated to pay to Owner reasonable attorney's fees, court costs and any reasonable ancillary damages incurred by Owner as a consequence of the possession after Lease termination by Tenant, Tenant shall be responsible for Rent for each day of the possession after Lease termination by Tenant in an amount equal to twice the daily rate amount of the Rent payable hereunder during the term of this Lease, or the amount allowed pursuant to the laws of the jurisdiction in which the

housing in located, whichever is lower.

- K. Governing Law. This Lease shall be governed by the prevailing laws of the State in which the Premises is located; any applicable local ordinances; all applicable federal statutes and regulations; and any applicable military rules, instructions and/or guidelines in each case, only to the extent applicable to the Premises and required by the Owner's agreements with the Government. To the extent the prevailing laws of the State in which the Premises is located do not apply, Owner and Tenant agree that this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by federal substantive law, except that the applicable State Landlord-Tenant law of the State in which the Premises is located, and the State common law interpreting such Landlord-Tenant law shall apply.
- L. Time of Essence; Entire Contract. Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- M. Tenant Representations. This Lease was entered into based upon the representations, information, and statements of the Tenant(s) contained in Box 6 of Schedule 1. Tenant(s) acknowledge that if any of those representations, information, and statements are found to be misleading, materially incorrect or untrue, it is a material breach of this Lease and Owner may immediately terminate this Lease and hold Tenant(s) responsible for any damages or costs incurred in accordance with the law.
- N. Severability. If any provision or clause of this Lease is held invalid by a court of law of applicable jurisdiction, 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.
- O. Conflict. If any provision or clause of this Lease conflicts with applicable state and/or local laws governing the Premises, the provisions of such applicable state and/or local law governing the Premises shall control. In addition, the terms of this Lease shall take precedence over any conflicting terms between this Lease and the Community Guidelines & Policies.
- P. Notices.

Notice To Tenant. Unless otherwise specified in this Lease or required by applicable law, any notice from Owner to Tenant will be valid only if: (i) it is in writing, (ii) it is addressed to Tenant at the Premises and (iii) it is personally delivered to the Premises or sent by mail or e-mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two (2) business days after the date it is postmarked, or if e-mailed on the date it is sent.

Notice To Owner. Unless otherwise required in this Lease or by applicable law, Tenant will give all required notices to Owner in writing, delivered personally or sent by mail or email. All such notices shall be addressed to Owner at the address set forth in the Community Specific Addendum. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two (2) business days after the date it is postmarked, or if emailed, the date it is sent.

- Q. Amendment. Except as otherwise set forth herein, Schedule 1 of this Lease, the terms and conditions of this Lease, and any Schedules or Addenda to this Lease may only be amended by a written document signed by both Owner and Tenant.
- R. Installation Commander Authority. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the [Commander on-site with responsibility over the Premises (the “**Installation Commander**”)] as established in law, regulation, or elsewhere.
- S. Schedules and Addenda. Tenant acknowledges receipt of the following Schedules and Addenda, copies of which are attached hereto and are incorporated as part of this Lease:

[Universal Schedules]

- (1) Schedule 1 – Key Terms
- (2) Schedule 2 – Universal Lease Fee Schedule
- (3) Schedule 3 – Dispute Resolution Process
- (4) Schedule 4 – Minimum Standard Tenant Displacement Guidelines
- (5) Schedule 5 – Sample Move-In/Move-Out Checklists
- (6) Schedule 6 – Community Guidelines & Policies
- (7) Community Specific Addenda
- (8) Environmental Hazard Addenda – e.g. Mold/Mildew, Lead-Based Paint, Asbestos, Noise, Flooding
- (9) Resident Energy Conservation Program (RECP) Addendum
- (10) Animal Addendum
- (11) Accessible/Adaptable Unit Relocation Addendum

## Schedule 1 – KEY LEASE TERMS

<b>1. COMMUNITY Fort Leavenworth Frontier Heritage Communities, LLC II</b>					
<b>2a. UNIT NUMBER</b>		<b>2b. UNIT ADDRESS</b>		<b>2c. UNIT TYPE</b>	
<b>2d. CITY Leavenworth</b>		<b>2e. COUNTY Leavenworth</b>		<b>2f. STATE KS</b>	
				<b>2g. ZIP 66027</b>	
<b>3. CURRENT DATE</b>		<b>4. LEASE COMMENCEMENT DATE</b>		<b>5. LEASE END DATE</b>	
				12 months from the commencement date (see Section 2)	
<b>6. TENANTS - INDIVIDUAL(S) RESPONSIBLE FOR LEASE (All individuals 18 years of age or older)</b>					
6a(i). Name (Last, First, Middle Initial)	6a(ii). Pay Grade	6a(iii). Branch	6a(iv). Duty Station/ UIC	6a(v). Home Phone	6a(vi). Email
6b(i). Name (Last, First, Middle Initial)	6b(ii). Pay Grade	6b(iii). Branch	6b(iv). Duty Station/ UIC	6b(v). Home Phone	6b(vi). Email
<b>7. MONTHLY RENT</b> (Due on the <u>1</u> day of the [Current / Subsequent] Month)					
<b>8a. RENT CONCESSION MONTHLY AMOUNT</b>			N/A		
<b>8b. RENT CONCESSION APPLICABLE DATES</b> (mm/dd/yyyy – mm/dd/yyyy)			N/A		
<b>9. SECURITY DEPOSIT AMOUNT</b>					
<b>10. LATE CHARGE</b> (Applied after the <u>5</u> of the Month)			\$50.00		
<b>11. RETURNED CHECK CHARGE</b>			\$30.00 charge or 5% of the amount of the check, whichever is greater		
<b>12. UTILITIES PAID BY OWNER</b>					
<b>13. RENT PAYABLE TO MANAGEMENT OFFICE (Insert Street Address, City, State, Zip, Telephone, and Email):</b>					
FLFHC PO Box 3387 Fort Leavenworth, KS 66027			(913) 682-6300 fhc@tmo.com		
<b>14. LIST OF ALL OCCUPANTS</b> (Do not list any from Box 6 above)					
14a(i). Name (Last, First, Middle Initial)		14a(ii). Date of Birth		14a(iii). Relationship	
14b(i). Name (Last, First, Middle Initial)		14b(ii). Date of Birth		14b(iii). Relationship	
14c(i). Name (Last, First, Middle Initial)		14c(ii). Date of Birth		14c(iii). Relationship	



14d(i). Name (Last, First, Middle Initial) _____	14d(ii). Date of Birth _____	14d(iii). Relationship _____
14e(i). Name (Last, First, Middle Initial) _____	14e(ii). Date of Birth _____	14e(iii). Relationship _____
14f(i). Name (Last, First, Middle Initial) _____	14f(ii). Date of Birth _____	14f(iii). Relationship _____

**15. EMERGENCY CONTACT**

15a. NAME <div style="border: 1px solid black; height: 25px; margin-top: 5px;"></div>	15b. RELATIONSHIP <div style="border: 1px solid black; height: 25px; margin-top: 5px;"></div>	15c. TELEPHONE <div style="border: 1px solid black; height: 25px; margin-top: 5px;"></div>
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**16. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:**

**17. READ AND ACCEPTED BY:**

<div style="background-color: #cccccc; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">X</div> <div style="border: 1px solid black; flex-grow: 1; height: 25px;"></div> </div>	<div style="background-color: #cccccc; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">X</div> <div style="border: 1px solid black; flex-grow: 1; height: 25px;"></div> </div>
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<b>TENANT</b> <div style="background-color: #cccccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	<b>TENANT</b> <div style="background-color: #cccccc; height: 40px; margin-top: 5px;"></div>
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<b>PRINTED NAME</b> <div style="background-color: #cccccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>	<b>PRINTED NAME</b> <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div>
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<b>DATE</b> 	<b>DATE</b> 
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**18. OWNER / OWNER'S REPRESENTATIVE:**  

SIGNATURE:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	TITLE: _____
PRINTED NAME: _____		DATE: _____

## Schedule 2 – UNIVERSAL LEASE FEE SCHEDULE

### FEES

[Note: The Tenant Bill of Rights provides that Tenants have the “right to not pay non-refundable fees” (see 10 U.S.C. § 2890 (b)(17)). There is also new statutory language in 10 U.S.C. §2891a(e) that prohibits the payment of amounts in addition to rent, but provides for certain exceptions, to include additional payments for (i) optional services provided to military tenants, (ii) non-essential utility services, and (iii) damages associated with tenant negligence. This schedule of fees must be compliant with these new requirements under law. This note, along with the footnotes included below, will be removed upon finalization of this Schedule.]

The following tables list the permissible fees that may be charged to a Tenant.

Standard Fees		
<u>Item</u>	<u>Amount</u>	<u>Details</u>
Late fees (in accordance with Section 5 of the Lease)	\$50	If rent not received within five days of the due date.
Nonsufficient funds fee	\$30	
Pet Deposit (refundable)	\$250	\$250 deposit per pet.
Early Termination Fee (in accordance with Section 10.G.(4) of the Lease)	See details.	Up to one month’s rent.

Optional Service Fees <sup>1</sup>		
<u>Item</u>	<u>Amount</u>	<u>Details</u>

<sup>1</sup> The items listed under this table will be for “optional services provided to military tenants”, which are permissible under § 2891a(e). This list will vary depending on the “optional services” provided by each project and what is provided for under the existing agreements with each project owner. The two examples provided under § 2891a(e) are “access to a gym or a parking space.”

## **Schedule 3 – DISPUTE RESOLUTION PROCESS**

### **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).
2. **Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement regarding informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
3. **Dispute Processing.**

a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process, pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.

b) Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

- (i) If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
- (ii) If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a

copy of the request to the Owner and the Installation Commander responsible for the Premises.

- (iii) If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO's receipt of an administratively complete Request for Form Dispute Resolution Process.

c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.
5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative

shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.

7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:

- a) The head of the MHO;
- b) Representatives of the Owner for the subject Premises;
- c) The Tenant of the subject Premises;
- d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
- e) An independent Dispute Resolution investigator (the “Dispute Resolution Investigator”) selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:
- (a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due Tenant; or
  - (e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in

furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.

11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law following completion of this Dispute Resolution Process. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree, and agree to cause their representatives, to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have been remedied or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

## Exhibit A – REQUEST FORM FOR DISPUTE RESOLUTION PROCESS

1. Tenant Name (Rank, Last, First):

2. Premises Address (Street, City, State, Zip):

3. Tenant Contact Information:

a. Phone # (Home/Cell): \_\_\_\_\_

b. Email: \_\_\_\_\_

4. Owner Company Name:

5. Owner Contact Information:

a. POC Name (Last, First): \_\_\_\_\_

b. Phone # (Home/Cell): \_\_\_\_\_

c. Email: \_\_\_\_\_

6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):

7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.

\_\_\_\_ Tenant requests full Rent segregation in the amount of \$ \_\_\_\_\_ per month,  
or

\_\_\_\_ Tenant requests partial Rent segregation in the amount of \$ \_\_\_\_\_.per month.

8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement. Name:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



***(To be completed by the MHO)***

**This is an administratively complete request eligible for Rent segregation in accordance with Lease section 9 and Schedule 5 (Dispute Resolution Process). Owner is directed to segregate \$\_\_\_\_\_per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.**

**Name of MHO Representative:\_\_\_\_\_Date:\_\_\_\_\_**

**Signature: \_\_\_\_\_**

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## **Schedule 4 – MINIMUM STANDARD TENANT DISPLACEMENT GUIDELINES**

### **1. Minimum standards and/or conditions within a Housing unit that will require the displacement of a Tenant:**

- a) Displacements shall occur when repairs to be performed in the Premises (including those due to a life, health and/or safety issue) cannot be efficiently or safely addressed while the Tenant remains in the Premises. All displacement decisions will be made by the Owner or its designee, in consultation with the [Military Partner], and in accordance with standards set forth in applicable Federal, State, and local law.
- b) Conditions for when displacement may be appropriate include, but are not limited to:
  - 1) Lead based paint hazards that require extensive mitigation, stabilization or abatement
  - 2) Structural, mechanical, or electrical defects in the Premises that pose a threat to Tenant safety
  - 3) Any environmental condition in the Premises that poses a reasonably defined health hazard
  - 4) Repairs which render the Premises not reasonably occupiable during the course of the repairs, such as repairs which prevent use of the kitchen or all bathrooms

### **2. Minimum standards or entitlements that a Displaced Tenant will be allowed during the Displacement time period:**

- a) While displaced, Tenants will generally be restricted from entering the Premises until the Owner determines that the necessary repairs are complete (“the Displacement Period”). The Owner reserves the right to limit Tenant access to the Premises during the Displacement Period, to include changing the locks on the Premises when necessary and after notification to the Tenant, consistent with applicable law. The Owner shall give reasonable notice of the displacement as the circumstances and Tenant safety permit, to include allowing the Tenant reasonable time to gather and secure personal belongings before they vacate the Premises. Prior to commencing the repairs, and as the circumstances and safety permit, the Owner shall document, in the Tenant’s presence to the extent practicable, by video, photograph or other means the Tenant’s personal property in the work area within the Premises. Owner shall also take reasonable efforts to ensure the repairs do not damage the Tenant’s personal property. Depending on the nature of the repairs and safety issues associated with those repairs, the Tenant may request, and the Owner may allow, a Tenant reentry into the Premises during the Displacement Period. If reentry is authorized during the Displacement Period, Owner personnel shall accompany any Tenant given access to the Premises. Tenants shall enter the Premises for the limited

circumstances stated in their request to enter, and shall not disturb any work or enter any hazard containment area. The Tenant may not make any alterations to the Premises during their entry. Owner shall not dispose of any of the Tenant's personal property without the permission of the Tenant, except as permitted by applicable law if the Tenant fails to reoccupy the Premises or coordinate for removal of the Tenant's personal property from the Premises in a reasonable time period following the Displacement Period.

- b) Subject to applicable state and local law and the terms of the Lease, when the Owner elects to displace a Tenant under the criteria above, the following temporary lodging options shall be offered to the Tenant in descending order and as availability permits:
  - 1) A guest suite or unit managed by Owner
  - 2) DOD temporary lodging that contains adequate cooking facilities
  - 3) Commercial hotel that contains adequate cooking facilities
  - 4) DOD temporary lodging or a commercial hotel without adequate cooking facilities
- c) Subject to applicable State and local law and the terms of the Lease, and provided that Owner is obligated to relocate the Tenant pursuant to Section 8 of this Lease, the Owner shall bear temporary lodging costs during the Displacement Period until such time as (1) the Tenant reoccupies the Premises in accordance with these guidelines, (2) the appropriate authority has determined that the necessary repairs have been satisfactorily made to the Tenant's Premises and the Premises is safe and habitable; or (3) the Tenant has been offered alternative housing either on-post or off-post in accordance with these guidelines. If any animals are listed on the Tenant's Lease or any addendum to it, Owner will offer temporary lodging that accepts animals. Where such lodging is not available, Owner shall reimburse Tenant for the reasonable costs associated with the boarding of such animals. Boarding costs for animals shall be payable to the Tenant upon the provision of receipts to the Owner.
- d) Subject to applicable state and local law and the terms of the Lease, Rent on the Premises will continue to accrue and there will be no adjustment to the Displaced Tenant's Basic Allowance for Housing while the costs of temporary lodging are borne by the Owner.
- e) Subject to applicable state and local law and the terms of the Lease, when the Owner places a Tenant in temporary lodging as a result of displacement, the Owner shall provide Tenant with the following allowances (the "Displacement Allowances"):
  - 1) In all cases where a Tenant is placed in temporary lodging, Tenants and Occupants will be entitled to the U.S. General Services Administration (GSA) or Department of Defense (DOD) incidentals per diem rate for the location of their Premises for the Displacement Period.

- 2) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that contains adequate cooking facilities, Tenants and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.
  - 3) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that does not contain adequate cooking facilities, Tenant and Occupants will be entitled to the GSA or DOD meals and incidentals per diem rate for the location of their Premises for the Displacement Period.
  - 4) In the case where a Tenant elects to move into alternate temporary lodging outside of what is offered by the Owner, such as staying with family or in a recreational vehicle, Tenant and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.
- f) The Owner shall notify the Tenant in writing of the conditions of their displacement and their allowances, and the written notification will be acknowledged by the Tenant via signature and shall contain at a minimum:
- 1) The general reason(s) for displacement and the initial schedule to remedy the life, health or safety issue
  - 2) The location of the temporary lodging and a statement that the costs of such lodging will be borne by the Owner
  - 3) The per diem entitlement, as applicable
  - 4) That the Tenant may not access the Premises during the Displacement Period of repairs, and that the locks will be altered or changed, if applicable
  - 5) The process by which the Tenant can request access to the Premises during repairs and the conditions of that access
  - 6) That the Owner will keep Tenant apprised of the progress of the repairs, any changes to the schedule to repairs, and will notify Tenant promptly when the Premises is available for re- occupancy
- g) In the case of displacements greater than thirty (30) calendar days, Owner shall offer to relocate Tenant to another habitable Premises managed by Owner, if one is available. If the Tenant accepts the move to the Premises managed by Owner, the Owner shall continue to pay the costs of temporary lodging until the Tenant is relocated to the new Premises, as well as the reasonable cost directly associated with moving the Tenant's household goods (the "Moving Allowance") to the new Premises. The initial Lease will terminate without penalty upon the commencement of the Lease for the new Premises. If Tenant refuses to relocate to the new Premises offered by Owner within thirty (30) calendar days, Displacement Allowances will cease, and no Moving Allowance will accrue. At any time during the Displacement Period, and in consultation with the cognizant Installation Commander, the Owner may permanently relocate a displaced Tenant to a comparable Premises in the same school district based on service member rank and Premises size

eligibility. In that case, Owner shall continue to pay the Displacement Allowances for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing Lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. If Owner is unable to offer a Premises managed by Owner, Tenant may elect to move to a Premises not managed by the Owner within the "Housing Market Area" for that installation, generally defined as a location within 20 miles of the installation. In that case, the Owner shall continue to pay the Displacement Allowance for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. Notwithstanding the foregoing, Tenants will only be entitled to the above-described Displacement Allowances and/or Moving Allowances if the Tenant has fully complied with the terms of the Lease and the displacement is not due to the deliberate, accidental, or negligent acts or omissions of the Tenant Parties.

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**Schedule 5 -- SAMPLE MOVE-IN /MOVE-OUT CHECKLISTS**

**CICO-01      Check-In • Pre Check-Out • Check-Out Inspection Form**

Resident Name/s				Check-In Inspection Date		Inspector Name		Pre Check-Out Inspection Date		Inspector Name		Check-Out Inspection Date		Inspector Name	
Residence Street/Building Address/Unit #, City, State										Move In Date		Move Out Date		<input type="checkbox"/> Addendum Page Attached	

  

Condition Codes								Resident and Landlord/Property Management Inspection Concurrence							
N/A	Not applicable	SCR	Scratched	NP	Needs painting	OTH	Other damage (such as dent or hole)	Resident Check-In Signature and Date _____ Landlord/Property Manager Check-In Signature and Date _____							
CLN	Needs to be cleaned	STN	Stains/stained	NEW	Component is new	WRN	Component is servicable but worn and nearing end of life								
REP	Needs to be replaced	NR	Needs repair	MIS	Missing item or part	SAT	Satisfactory, clean and in good working order								
The condition of this unit is clean, undamaged, and in good working order unless otherwise noted in this form. Any issues NOT noted on this form may result in resident charges at move-out; use photos to document as needed.															

  

Area				Ch-In	Pre	Out	Area				Ch-In	Pre	Out	Area				Ch-In	Pre	Out	Area				Ch-In	Pre	Out
<b>Garage ■ Carport ■ Other Space</b>							<b>Kitchen</b>							<b>Bathroom One Location</b>							<b>Bathroom Two Location</b>						
Flooring							Flooring										Flooring										
Walls							Walls										Walls										
Ceiling							Ceiling										Ceiling										
<input type="checkbox"/> Entry Door <input type="checkbox"/> Garage Door							Doors										Doors										
Windows							Windows										Windows										
Window Screens							Window Blinds/Shades										Window Blinds/Shades										
Closet							Closet/Pantry										Closet										
Electrical Outlets/Switches							Electrical Outlets/Switches										Electrical Outlets/Switches										
Light Bulbs							Light Bulbs										Light Bulbs										
Garage Door Opener							Cabinets										Vanity										
Other:							Drawers										Sink										
Other:							Counters										Shelves										
Other:							Sink										Mirror										
Other:							Refrigerator										Tub/Shower										
Other:							Range/Cooktop/Stove/Oven										Toilet										
Other:							Dishwasher										Vent Fan										
Other:							Microwave										Towel Rack/s										
Other:							Garbage Disposal										Other:										
Other:							Other:										Other:										
<b>Living Room/Family Room</b>							<b>Bedroom One Location</b>							<b>Bedroom Two Location</b>													
Flooring							Flooring										Flooring										
Walls							Walls										Walls										
Ceiling							Ceiling										Ceiling										
Doors							Doors										Doors										
Windows							Windows										Windows										
Window Blinds/Shades							Window Blinds/Shades										Window Blinds/Shades										
Closet							Closet										Closet										
Electrical Outlets/Switches							Electrical Outlets/Switches										Electrical Outlets/Switches										
Light Bulbs							Light Bulbs										Light Bulbs										
Other:							Other:										Other:										
Other:							Other:										Other:										
<b>Mechanical and Safety</b>							<b>Mechanical and Safety</b>							<b>Keys and Remotes</b>													
Water Heater							Water Heater										Number of keys at Check-In:										
Furnace/Heating System							Furnace/Heating System																				
Air Conditioner							Air Conditioner																				
Thermostat							Thermostat																				
Main Electrical Panel							Main Electrical Panel																				
Smoke/CO Detectors							Smoke/CO Detectors																				

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Property Manager Check-out Signature and Date





## KANSAS COMMUNITY SPECIFIC ADDENDUM

This Community Specific Addendum shall serve as an Addendum to that certain MHPI Military Member Lease Agreement (the “**Lease**”) dated as of \_\_\_\_\_ (the “**Effective Date**”), between \_\_\_\_\_ (“**Tenant**”) and Fort Leavenworth Frontier Heritage Communities, II, LLC (“**Owner**”), regarding property located at \_\_\_\_\_ (the “**Premises**”). Any capitalized terms used herein but not defined shall have the meaning set forth in the Lease. This Community Specific Addendum shall be dated as of the Effective Date. The Tenant and Owner hereby agree as follows:

1. Move-in / Move-Out Inspection (Section 3):

No modifications to Section 3 of the Lease.

2. Rent (Section 4):

No modifications to Section 4.B of the Lease.

For Military members of the Army, Airforce, and Navy, rent is collected through an allotment automatically using a third-party processing service once a Resident sign a Resident Occupancy Agreement. Marines, Coast Guard, National Guard and Reserves are encouraged to set up an allotment for the amount of their BAH to automatically pay their rent. Retiree’s, DOD Civilians and other non-military members will have to direct pay their rent in accordance with their Resident Occupancy Agreement.

Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment shall be payable by personal check, certified check, money order, automated clearing house or through Owner’s online/website or smart device application.

3. Security Deposit (Section 4.D):

Section 4.D of the Lease is amended as follows in its entirety: If Tenant is required to provide a security deposit, such security deposit shall be held by Owner as security for the performance of all obligations of Tenant pursuant to the Lease and which Owner, at its sole discretion, may apply to the payment of:

- a. Costs associated with any damage to the Premises and/or fixtures, furnishings, appliances, and equipment therein;
- b. Any cleaning of the Premises, its contained appliances and fixtures which Owner may deem necessary upon termination of the Lease; and/or

- c. Any other costs, damages, or expenses suffered or incurred by Owner in connection with a breach of any term of the Lease by Tenant, including, but not limited to, nonpayment of rent or other charges. Should Owners' damages exceed the deposit held by Owner, Tenant agrees, upon demand, to immediately pay to Owner the amount of all damages and charges in excess of the deposit.

If the Lease provides for the Tenant to use furniture owned by the Owner, the Owner may demand and receive a security deposit not to exceed one and one half (1 ½) month's rent. If the Lease permits the Tenant to keep or maintain pets in the dwelling unit, the Owner may demand and receive an additional security deposit not to exceed one half (1/2) of one (1) month's rent.

It is agreed that Tenant shall not attempt to apply or deduct all or any portion of any security deposit from any month's rent or use or apply any security deposit at any time in lieu of payment of rent. Owner's right to the possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Owner holds this security deposit. If all or any portion of the security deposit is used during the term of this Lease, Tenant agrees to reinstate the security deposit within five days after written notice is delivered to Tenant. The said sum if not applied toward the payment of rent in arrears or toward payment of damages suffered by Owner shall be returned to Tenant when this Lease is terminated according to these terms, and in no event is the security deposit to be returned until Tenant has vacated the Premises and delivered possession of the Premises to Owner. In the event Owner repossesses itself of the Premises because of Tenant's default or failure to carry out the covenants, conditions or agreements of this Lease, Owner may retain and apply the said security deposit against all damages suffered by the Owner to the date of said repossession or shall accrue thereafter by reason of Tenant's default or breach. After vacancy, an itemization of the charges along with the balance of the security deposit, if any, will be sent to the last known address of the vacating Tenant within fourteen (14) days after the determination of expenses, damages, other charges, unpaid rent, or any other appropriate charge under the Lease, but in any event within thirty (30) days after termination of the tenancy. Any security deposit returned by check shall be made out to the Tenant named on this Lease, or as subsequently modified. No interest will be paid on security deposit.

4. Fees (Section 5):

Section 5.B of the Lease is amended to include the following sentence: Tenant will incur a \$30.00 charge or 5% of the amount of the check, whichever is greater, plus the amount of any fees charged to the check holder's bank or financial institution for any dishonored check.

Section 5 of the Lease is amended to include the following subsection "(C)":

- (C) Attorney's Fees. Notwithstanding any other provision in the Lease, if the Kansas Residential Landlord and Tenant Act prohibits either party from being obligated to pay the other parties attorney fees, such provision in the

Lease providing for the recovery of attorney fees shall be deemed unenforceable. If the recovery of attorney fees is allowed under the Kansas Residential Landlord and Tenant Act, then Owner shall be entitled to recover such attorney fees pursuant to the Lease.

5. Entry onto Premises (Section 6):

The following two sentences are added to the end of Section 6.A of the Lease:

If the Tenant refuses to allow lawful access to the Premises, the Owner may obtain injunctive relief to compel access, or may terminate the Lease. In either case, the Owner may recover actual damages.

6. Right to Relocate (Section 8):

A tenant may request to transfer to another home based on the following criteria:

- Change in bedroom requirement
- Change in rank that qualifies for a different designated Neighborhood
- Families requiring special accommodations, such as those with members in the EFMP

The transfer to other housing will be completed based on the following criteria:

- Adequate availability of housing
- The house the resident is transferring from has been reasonably cared for
- Rent and utilities must be current, and any damage charges must be paid

All incoming residents will have housing placement priority over any transfer unless an emergency situation exists.

The move will be at the resident's expense. Ten working days will be given from the date the resident takes possession of the new residence to move and clear the old residence with a satisfactory inspection.

If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for retention of the Premises to the MHO within fifteen (15) days of the change in status. The Garrison Commander may approve or deny the retention request. If the Garrison Commander approves, Tenant must then submit the request for retention of the Premises to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Garrison Commander or the Community Manager, then Tenant and all Occupants must vacate the Premises within thirty (30) days from receipt of denial. If retention is approved:

- The determination of Rent shall be in accordance with this Agreement.
- If Tenant is still receiving BAH, then Rent shall continue to be paid by allotment. If Tenant is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.

- All other terms and conditions of this Agreement shall remain in full force and effect.

If any change of status or condition of Tenant would cause Tenant to vacate but a non-eligible adult Occupant desires to remain in the Premises, then Tenant must submit a request for such Occupant to retain the Premises to the MHO within fifteen (15) days of the change in Tenant's status. The Garrison Commander may approve or deny the retention request. If the Installation Commander approves, Tenant must then submit the request for retention of the Home by the non-qualified Occupant to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Garrison Commander or the Community Manager, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- The amount of Rent will be the same amount that Tenant was paying at the time of the change of status or condition that caused Tenant to vacate, subject to adjustment in accordance with this Lease.
- All Rent will be paid by the adult Occupant directly to Owner when due.
- All other terms and conditions of this Lease shall remain in full force and effect.

If any change of status or condition of Tenant would cause Tenant to vacate but a non-eligible adult Occupant desires to remain in the Premises, then Tenant must submit a request for such Occupant to retain the Premises to the MHO within fifteen (15) days of the change in Tenant's status. The Installation Commander may approve or deny the retention request. If the Installation Commander approves, Tenant must then submit the request for retention of the Home by the non-qualified Occupant to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Installation Commander or the Community Manager, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- The amount of Rent will be the same amount that Tenant was paying at the time of the change of status or condition that caused Tenant to vacate, subject to adjustment in accordance with this Lease.
- All Rent will be paid by the adult Occupant directly to Owner when due.
- All other terms and conditions of this Lease shall remain in full force and effect.

#### 7. Informal Dispute Resolution Process (Section 9):

Section 9 is amended to add the preliminary dispute resolution process:

As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address

your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

- (1) Submit a complaint in writing to the Community Director: To initiate the preliminary dispute resolution process, you must:
  - (i) Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.
  - (ii) Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - (iii) Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint.
- (2) Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:
  - (i) Make a written request to your Community Director that your complaint be elevated to the Regional Representative.
  - (ii) Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.
  - (iii) Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the MHO. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above before pursuing the informal dispute resolution process through the MHO. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the MHO, does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease, which will be provided upon request.

8. Liability (Section 10.B):

Owner requires all Tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability per occurrence (the “**Minimum Required Insurance**”). Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and, Tenant must continue to provide evidence of coverage throughout the term hereof.

If Tenant fails to obtain and maintain liability insurance as required by this paragraph, Tenant will be in violation of Tenant’s obligations under this Lease. In such event, Owner will send a written notice to Tenant demanding that Tenant cure the violation by procuring the insurance and supplying evidence of coverage to Owner. If Tenant fails to supply evidence of such insurance to Owner on or before the date set forth in the notice, Owner reserves the right to procure liability only insurance coverage on Tenant’s behalf, and to charge Tenant for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$25.00. Tenant agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs Owner will incur as a result of procuring the liability insurance coverage for Tenant. The premium payment made by Owner on Tenant’s behalf, and the administrative fee Owner charges to procure the insurance for Tenant, will be considered additional rent. If Tenant fails to pay for the liability insurance and/or Tenant allows the expiration or cancellation of any liability insurance policy during Tenant’s tenancy, without substitute insurance being put in place, this will be considered a default under this Lease.

9. Early Termination Fee (Section 10.G.4):

Except as provided in Section 10.G.1, Section 10.G.2, and Section 10.G.3 above, if Tenant intends to terminate this Lease prior to the expiration date of this Lease term (Box 5 on Schedule 1), Tenant must submit a request in writing. Except as otherwise expressly provided herein or as otherwise provided under applicable law, Tenant will be subject to an Early Termination Fee up to one month’s rent together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease.

10. Termination by Landlord (Section 10.I):

Section 10.I is amended to include the following subsection “(5)”:<sup>1</sup>

(5) If there is a material noncompliance by the Tenant with the Lease or a noncompliance with the duties of Tenant under the Kansas Residential Landlord and Tenant Act, the Owner may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease will terminate upon a date not less than thirty (30) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. The Lease shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or

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<sup>1</sup>

otherwise, and the Tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the Lease will not terminate. However, in event that such breach or similar breach occurs after the fourteen (14) day period provided, the Owner may deliver a written notice to the Tenant that the Lease will terminate upon the date not less than thirty (30) days after receipt of the notice without providing the opportunity to remedy the breach. The Lease shall then terminate as provided in such notice regardless of the periodic rent-paying date.

The Owner may terminate the Lease if rent is unpaid when due and the Tenant fails to pay rent within three (3) days, after written notice by the Owner of nonpayment and such Owner's intention to terminate the Lease if the rent is not paid within such three (3) day period. The three (3) day period provided shall be computed as three (3) consecutive twenty-four-hour (24) periods. When such notice is served on the Tenant or to some person over twelve (12) years of age residing on the Premises, or by posting a copy of the notice in a conspicuous place thereon, the three (3) day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two (2) days from the date of mailing shall be allowed for the Tenant to pay such rent and thereby avoid having the Lease terminated.

Holdover Tenancy (Section 10.J): Section 10.J of this Lease is amended as follows in its entirety: If the Tenant remains in possession of the Premises without the Owner's consent after expiration of the term of the Lease or its termination Tenant shall be deemed to be in breach of this Lease and, the Owner may bring an action for possession. In addition, if the Tenant's holdover is willful and not in good faith, the Owner may recover an amount not more than one and one half (1 ½) month's periodic rent or not more than one and a half (1 ½) times the actual damages sustained by the Owner, whichever is greater, plus court costs and fees as allowed by law.

11. Notices (Section 10.P):

Owner: All notices to be directed to address in Box 13 on Schedule 1.

Tenant: All notices to be directed to address in Box 2 on Schedule 1 and Tenant's email address: \_\_\_\_\_.

12. Miscellaneous.

- a. Keys and Locks: The Resident hereby acknowledges receipt of \_\_\_\_ house keys, \_\_\_\_ mailbox keys, \_\_\_\_ Community Cards, and \_\_\_\_ garage door openers for the Premises. Locks may not be changed or added without the written permission of the Landlord. If permission is granted, the Resident shall promptly furnish the Landlord with a key to each lock, without charge to the Landlord, and the lock shall remain when the Resident vacates the Premises. Residents will be charged a replacement fee of \$10.00 for each lost key, \$25.00 for each lost Community Center card and \$50.00 for each lost or damaged garage door opener. All keys and garage door openers shall be turned in to the Landlord by the earlier of twenty-four (24) hours after vacating the Premises or the move-out inspection.

13. Tenant and Owner acknowledge and agree that the terms of this Community Specific Addendum shall control in the event of a conflict between this Community Specific Addendum and the Lease. As amended by this Community Specific Addendum, the Lease is hereby ratified and shall continue in full force and effect in accordance with its terms.

The parties have executed this Community Specific Addendum to Lease, intending to be legally bound by the terms set forth herein, as of the Effective Date.

**TENANT:**

Name: \_\_\_\_\_

**OWNER:**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

### FLAT RENT / CONCESSION ADDENDUM

1. Tenant Name: \_\_\_\_\_
2. Premises located at (street address) \_\_\_\_\_  
Fort Leavenworth, KS 66027
3. Flat Rent /Concession Agreement. As consideration for your agreement to enter into or remain in certain Resident Occupancy Agreement ("the Lease") and to fulfill your lease obligations throughout the full term of your lease, you will receive the following Flat Rate / Concession/ Incentive.

☐ **Monthly Concession**

You will receive a Monthly Concession of \$\_\_\_\_\_per month off of your rent

☐ **Flat Rate Rent** – Old Oregon, Osage, Upper Kansa (Does not apply to Concession Cancellation and Charge Back) Your monthly total rent amount is \$\_\_\_\_\_.

☐ **Bachelor Concession** (Does not apply to Concession Cancellation and Charge Back)  
In consideration of the special rental rates designated for residents of Old Oregon Village monthly rent for Resident shall be \$\_\_\_\_\_per month.

4. Concession Cancellation and Charge-Back.

**Lease Termination:** Resident shall repay the Concession if the Lease is terminated or resident vacates the premises, for any reason, prior to the end of the then applicable Lease term. Said Concession shall be repaid with certified funds or money order to Management prior to the Resident vacating the premises. Notwithstanding the preceding, the Concession shall not have to be repaid if the reason for the Lease termination or Resident's vacation of the premises is due to deployment orders, PCS orders or any other military related reasons (collectively "Military Reasons"). Resident shall, prior to vacating the premises, provide to Management such documentation as Management shall reasonably require evidencing such Military Reasons.

**Dishonored Checks:** Resident shall repay the Concession if the Resident's personal check, given as payment for the move-in or first month's prorated rent, is not honored or is returned uncollected for any reason. In such event, said Concession shall be immediately repaid with certified funds or money order to Management.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_

Frontier Heritage Communities Management

Date

\_\_\_\_\_  
Date of Lease

05/01/2022

220 Hancock Ave  
PO Box 3387  
Fort Leavenworth, KS 66027  
Phone (913) 682-6300 Fax (913) 758-1779  
<http://www.ftleavenworthfamilyhousing.com>



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

### KEY RECEIPT ACKNOWLEDGEMENT

Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Please check all that apply and the number received of each:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> _____ Front Entry Door Key | <input type="checkbox"/> _____ Back Entry Door Key | <input type="checkbox"/> _____ Community Center Access Card # _____ |
| <input type="checkbox"/> _____ Garage Door Key      | <input type="checkbox"/> _____ Garage Door Opener  | <input type="checkbox"/> _____ Parking Pass # _____ # _____         |
| <input type="checkbox"/> _____ IB Basement Door Key | <input type="checkbox"/> Other: _____              |   |

**Mail Box Key: Mail box key can be obtained at Leavenworth Post Office:**

**330 Shawnee St. Corner of 4<sup>th</sup> & Shawnee**

- **Deposit fee applies**
- **Bring 1<sup>st</sup> page of lease**

#### Charges Applied for Any Items Not Returned Per Key/Opener/Pass/Access Card

\$10.00 Front Entry Door Key  
\$10.00 IB Basement Door Key  
\$10.00 Garage Door Key  
\$15.00 Parking Pass

\$10.00 Back Entry Door  
\$15.00 Community Center Access Card  
\$50.00 Garage Door Opener  
\$\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

Resident Signature                      Date

\_\_\_\_\_

Resident Printed Name                      Date

\_\_\_\_\_

POA Signature                      Date

\_\_\_\_\_

POA Printed Name                      Date

\_\_\_\_\_

FLFHC Representative                      Date

04052018

220 Hancock Ave  
PO Box 3387  
Fort Leavenworth, KS 66027  
Phone (913) 682-6300      Fax (913) 758-1779  
<http://www.ftleavenworthfamilyhousing.com>



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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### PARKING TAGS

As parking spots in the above mentioned areas are limited to residents of that area, Fort Leavenworth Frontier Heritage Communities is issuing each residence two (2) hang tags for their automobiles.

Please hang these tags from the rear view mirror of your vehicle, so that the Military Police are able to determine that you are legally parked in areas reserved for residents.

This document will be kept in your FLFHC file. Upon move-out, return tags to FLFHC.

**Failure to return tags to housing office will result in a charge of \$15.00 per tag.**

Please sign below to acknowledge receipt of hanging parking tags for your village

Resident Name \_\_\_\_\_ Date Tags Issued \_\_\_\_\_

Address \_\_\_\_\_

1. Tag # \_\_\_\_\_

2. Tag # \_\_\_\_\_

SIGNATURE

--

Date Tags Returned \_\_\_\_\_ (To be completed upon move-out)



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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**TO: Residents of homes built in and after 2007**

**FROM: Frontier Heritage Communities**

Welcome to your new home. These units have been designed and constructed with the utmost care and we ask that you help us keep them in excellent condition by agreeing to the following:

**1. PLEASE DO NOT MAKE ALTERATIONS OF ANY KIND TO THE EXTERIOR of the home.**

- ☒ Do not drill holes or nail into the exterior siding. Please find another means of displaying your decorative outdoor items.
- ☒ Do not place sheds or outbuildings on the grounds of your new home.
- ☒ Do not make any changes, additions or extensions to the exterior fencing.
- ☒ Do not install spas or above-ground pools on the grounds of your home.
- ☒ Do not make any alterations to the landscape. You may display potted plants.

**2. PLEASE DO NOT MAKE ALTERATIONS OF ANY KIND TO THE INTERIOR of the home.**

- ☒ Do not paint any of the walls. The home was designed and decorated with contemporary paint colors and finishes.
- ☒ Do not make any alterations or attempt to build or finish any additional living space in the home. The basement is to solely be used as storm shelter if needed; use of the unfinished basement for other than storm shelter (i.e., personal property storage) is at the resident's own risk.

**\*The checked boxes apply to your village\***

Thank you for your cooperation in our efforts to keep these homes in excellent condition for yourself and future residents. Please acknowledge that you agree to these terms by signing this memo in the space below.

ADDRESS \_\_\_\_\_

RESIDENT NAME (Please Print) \_\_\_\_\_

RESIDENT SIGNATURE  DATE \_\_\_\_\_

HOUSING COORDINATOR SIGNATURE

220 Hancock Ave  
PO Box 3387  
Fort Leavenworth, KS 66027  
Phone (913) 682-6300 Fax (913) 758-1779  
<http://www.ftleavenworthfamilyhousing.com>



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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### **UPDATED FENCE POLICY:**

By signing and dating this form, the lessee indicates having been informed of Fort Leavenworth Frontier Heritage Communities' (FLFHC) policy that directs the rental, use and care of fencing on all residential property.

### **NEWLY CONSTRUCTED/RENOVATED RESIDENCES:**

1. All new construction and renovated residences, completed after 2007, include a fenced yard. These fences belong to FLFHC. All use of these fences is included in the monthly rent. All maintenance will be handled through FLFHC.
2. No changes to any fences owned by FLFHC can be made without the express written approval by FLFHC.

### **RESIDENCES BUILT PRIOR TO 2007:**

1. Residences built prior to 2007 are subject to having rental or previous resident installed fences.
2. At the present time, the lessee can use any contractor of choice or purchase and install a fence with the guidelines and approval of the Community Management Office.
3. If there is an existing fence on the leased property, and the lessee accepts the home, it is the responsibility of the lessee to maintain the fence; FLFHC will not take work orders for repairs needed to fence.
4. Resident is responsible to maintain (cut and edge) grass within fenced area.

Any home renovated prior to 2007 to include a new fence which would mean the fence is owned by FLFHC.

Any home that the resident, after receiving written permission and direction from FLFHC, (after March 2006), or the ARMY, (before March 2006) installed their own fence, upon leaving the residence, the fence became the property of the landlord. There would be no additional rent required for these individual fences and the maintenance of those fences is the responsibility of FLFHC. Charges will apply to the resident if caused by resident negligence.

If there is no existing fence on the leased property, it may be assumed that to have a fence installed, the lessee must contact the rental fence company to arrange for installation and to establish a monthly contract with the rental fence company.

The lessee may also request to install their own fence. A written request to make such alterations must be completed and returned to FLFHC for approval/disapproval by the Assistant Community Manager. The Request to Make Alterations form will be provided upon request.

If there is a rental fence already in place on the leased property, and the new residents do not want to lease the fence, they should contact the rental company and ask to have the fence removed. This is the responsibility of the lessee. FLFHC will not remove the fence.



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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All maintenance work on rental fences is the responsibility of the rental company. The lessee is responsible for contacting the rental company and requesting the maintenance needed.

Since the appearance of all residences is important to FLFHC, it may be necessary for FLFHC to move a portion of a fence at a vacant residence to allow the yard care by the contracted landscaping company. At the time of the lease signing, if the fence has been moved to allow for the yard care, FLFHC will reconnect the fence.

All yard maintenance within the fenced yards is the responsibility of the lessee. This includes, but is not limited to, mowing, raking, removal of pet waste and reseeding and trimming at the fence lines.

All yard maintenance on yards not having a fence is the responsibility of the landlord.

Printed Name of Lessee \_\_\_\_\_

Lessee Signature  Date of Signing \_\_\_\_\_

Unit Address \_\_\_\_\_

**Fence Status:**

*Please initial where appropriate*

FLFHC Owned  Rental Fence  No Fence:

☐ I intend to install a rental fence

☐ I intend to remove rental fence



## LEAD-BASED PAINT ADDENDUM

This addendum (this "**Addendum**") is made this \_\_\_\_ day of \_\_\_\_, 20<sup>22</sup>, and forms a part of that certain Lease Agreement dated \_\_\_\_ (the "**Lease**"). between Fort Leavenworth Frontier Heritage Communities, II, LLC ("**Owner**" or "**Lessor**"), and \_\_\_\_ ("**Tenant**" or "**Lessee**") for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### **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, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. These hazards are discussed in an EPA approved pamphlet on lead poisoning prevention which was provided to Lessees.*

#### **Lessor's Disclosure** (initial each line by Frontier Heritage Communities)

☐

a. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐

b. Records and reports available to the Lessor (check one box below):

☒ Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant has been provided with a paper copy of the Lead-Based Paint Summary Report and its accompanying list of all lead-based paint records and reports. Additionally, paper copies of all lead-based paint records and reports for Tenant's individual unit have been provided to Tenant.**

☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing at this time, however, periodic inspections will continue.



**Tenant's Acknowledgment** (initial by Tenant)

☐

a. I have received the pamphlet *Protect Your Family from Lead in Your Home*.

☐

b. I have watched the video *Protect Your Family from Lead Exposure*.

☐

c. I have been instructed to use proper care in the home especially when drilling screw holes or nailing into walls or ceilings to use disposable towels, wet with hot water and mild detergent, wipe down the surface and clean/remove all drywall dust, rinse with clean wet cloth, then dispose of the towels in a sealed plastic bag.

**Certification of Accuracy**

The parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Lessor: Fort Leavenworth Frontier Heritage Communities, LLC**

By:

Tenant:

Signature

Tenant:

Signature

Date:

Printed Name

Address





## ASBESTOS CONTAINING MATERIALS ADDENDUM

This addendum (this "**Addendum**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>22</sup> and forms a part of that certain Lease Agreement dated \_\_\_\_\_ (the "**Lease**"), between Fort Leavenworth Frontier Heritage Communities, II, LLC ("**Owner**"), and \_\_\_\_\_ ("**Tenant**") for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Asbestos is a compound of natural fibrous minerals that has been used commercially in building materials because of its strength, durability, fire retarding capability, and resistance to heat. Asbestos was used more extensively prior to 1981 but may be present in building materials constructed after that date. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne.

The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that reasonable precautions be taken to minimize the chance of damage or disturbance of those materials. The following is a list of prohibited activities that may disturb asbestos-containing materials. Please refrain from performing any of these activities:

- DO NOT** drill holes in walls, ceiling or floors.
- DO NOT** hang plants or other objects from the ceiling.
- DO NOT** sand or remove linoleum floor.
- DO NOT** use an ordinary vacuum to clean up asbestos-containing debris.

If any repairs need to be made to the walls or floor or ceiling tiles, please notify Frontier Heritage Communities by calling the leasing office or by submitting a work order, so repairs can be made by qualified personnel.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please contact the Frontier Heritage Communities at (913) 682-6300.

I have read and understood this Addendum.

TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

OWNER

\_\_\_\_\_  
Date



## **MOLD INFORMATION AND PREVENTION ADDENDUM**

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_ (the “**Lease**”), between Fort Leavenworth Frontier Heritage Communities, II, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this Addendum contains important information for you, and responsibilities for both you and us.

1. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed, practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

2. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us by calling the management office or submitting a work order for any of the following:
    - Evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area;
    - Evidence of mold-or-mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
    - Failure or malfunction in the heating, ventilation, or air conditioning system in the Unit; and
    - Inoperable doors or windows.
  - We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
3. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources such as:
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks;
  - Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
4. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surfaces dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

- 5. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action subject to special exceptions for natural disasters.
- 6. COMPLIANCE. Complying with this Addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have any questions regarding this Addendum, please contact Frontier Heritage Communities at (913) 682-6300.

If you fail to comply with this Addendum, you can be held responsible for property damage to the Premises and any health problems that may result. We are unable to fix problems in the Premises unless and until we are made aware of them.

<b>Tenant(s)</b>	<b>Owner</b>
Signature: <div></div>	Signature: <div></div>
Printed Name: _____	Printed Name: _____
	Title: Authorized Representative
Signature: _____	
Printed Name: _____	



## **RESIDENT ENERGY CONSERVATION PROGRAM ADDENDUM TO RESIDENT OCCUPANCY AGREEMENT**

THIS RESIDENT ENERGY CONSERVATION PROGRAM (RECP) ADDENDUM is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>22</sup>, by and between Fort Leavenworth Frontier Heritage Communities, L.L.C (Landlord) and \_\_\_\_\_, (Resident), (collectively hereinafter "Parties"). This Resident Energy Conservation Program Addendum is considered part of the Resident Occupancy Agreement between Fort Leavenworth Frontier Heritage Communities, L.L.C., (Landlord) and the Resident. The Parties, in consideration of their mutual promises, agree as follows:

Pursuant to the utility conservation program mandated by the Department of Defense ("DOD") and supported by Congress, Fort Leavenworth Frontier Heritage Communities, L.L.C., (Landlord) will be facilitating the administration of the program. This effort is designed to promote conservation of natural resources and reduce utility consumption.

~~It is understood that a utilities consumption baseline ("Utility Baseline") is established for all homes based on criteria that includes the square footage, age, type of construction and number of bedrooms. The Utility Baseline is a reasonable average of the cost of utilities for a particular home. In most cases, the Resident's Basic Allowance for Housing ("BAH") will cover the cost of their monthly utilities for electricity and natural gas. However, Residents who conserve energy, which results in their monthly consumption falling below the Utility Baseline, will receive a rebate or credit. Those Residents who exceed the Utility Baseline will be responsible to pay the difference between the cost of their consumption and the baseline.~~

~~Baseline averages for profiles of similar units are adjusted monthly and therefore account for seasonal changes that affect utility consumption.~~

~~The monthly statement will include the established baseline cost and the cost of the Resident's consumption. Resident will receive a credit if consumption is below the Utility Baseline or owe a debit if consumption is above the Utility Baseline. A bill will be issued to the Resident once the outstanding balance due is greater than twenty-five dollars (\$25). Rebates will be issued to the Resident once the energy conservation savings are greater than twenty-five dollars (\$25). If the bill or rebate is less than \$25, the amount will carry over to the next month.~~

~~It is further understood that any amount due by the Resident as a result of consumption exceeding the monthly baseline is to be paid on or before the due date indicated on the monthly statement. Should the payment not be received by the due date, the Resident's BAH will automatically be applied to the outstanding utility balance, causing the payment for rent to fall short of the amount due. Resident will also be assessed a \$10.00 late fee to cover the expense of processing late payment. All BAH will be applied first to utilities~~



and then to rent. Accounts with balances due for outstanding rent may result in possible eviction proceedings.

The Resident's bill for Utilities shall be calculated as follows:

Each Resident's unit is equipped with a sub meter. Electric/Gas bills shall be Resident's proportionate share of the master metered or unmetered utility provider bill(s). Resident bill for Electricity/Gas shall be based on either an estimated or actual reading as recorded by the dwelling unit sub meter. Electricity/Gas shall be calculated at the DPW/DOD rate at the time of consumption and as indicated herein. Resident may receive an estimated bill for Electricity/Gas, and Resident acknowledges that estimated Electricity/Gas will be reconciled on future billings. Resident acknowledges, that upon correction of an estimated bill for Electricity/Gas it is learned that the bill overstated charges; Resident shall be entitled to an account credit reflecting the overstated charges. It is further agreed that upon correction of an estimated bill for Electricity/Gas it is learned that the bill understated charges; Resident shall be responsible for such underpayment during that billing period.

Resident bill for Electricity/Gas shall include the DPW/DOD rate per kwh/ccf or therm and calculated as follows: the master metered or unmetered utility provider's total monthly charges for Electric/Gas service (less dwelling unit base charges or customer service charges if applicable), divided by the total monthly Electricity/Gas consumption measured by the utility provider, multiplied by the Resident's total monthly consumption as recorded by the dwelling unit sub meter.

Resident hereby understands and agrees to pay a monthly service charge of \$2.65 and other administrative fees as billed by the billing entity, which may be added to the Resident Utility bill. Other administrative fees are defined as Stop Payment Fee \$5.00 per incident, Returned Check Fee \$25.00 incident, Late Fee of \$10.00 per incident. Resident hereby understands and agrees that payment for the Utility bill shall be 16 days from the date it is postmarked or hand delivered to Resident. Resident agrees to mail or deliver payment to the place indicated so that payment is received no later than the date specified on the Utility bill.

If you question or dispute the amount being credited or debited against your account, then the following procedure will apply:

The Resident may submit a letter to the Community Manager requesting an appeal. Should no resolution satisfactory to the Resident be reached, the Resident may request the involvement of the Housing Services Office (HSO). The decision of the HSO is final unless the Resident seeks binding arbitration in accordance with the Universal Lease Dispute Resolution Process.



**LANDLORD:**

**Fort Leavenworth Frontier Heritage Communities, L.L.C., (Landlord)**

By:   
Signature of Agent & Date

**RESIDENT:**

Signature of Resident & Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address



## **PET ADDENDUM**

**THIS PET ADDENDUM** (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20<sup>22</sup>, and forms a part of that certain Lease Agreement dated \_\_\_\_\_ (the “**Lease**”), between Fort Leavenworth Frontier Heritage Communities, II, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### **GENERAL**

Frontier Heritage Communities (the “**Community**”) recognizes the importance of pets to residents. Pet ownership is a privilege that will be extended to all residents of the Community on the terms and conditions set forth in this Addendum. Tenant must complete this Addendum at move-in, regardless if Tenant owns and/or intends to house a pet within the Premises, and shall immediately update or re-execute this Addendum upon acquiring a new pet (that is approved by the Owner).

Service animals and assistance animals are **not** considered pets subject to this Addendum. Residents of the Community that own service animals or assistance animals and are requesting such service animals or assistance animals be kept within such resident’s unit/housing and otherwise be allowed within the Community shall request from and submit to Owner a *Service Animal or Assistance Animal Request Addendum* (Addendum to the Lease) for Owner’s review in accordance with such Addendum. Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of Tenant to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

### **PET POLICY AND RESTRICTIONS**

Tenant agrees to comply with the following rules, regulations and restrictions, which may be changed by Owner from time to time in Owner’s sole discretion and upon written notice to Tenant:

1. Owner must approve all pets and all required documents are to be on file (including evidence that such pets are vaccinated, registered, licensed and micro-chipped in accordance with applicable State and local laws) **prior** to such pets entering the Community. No “visitor” pets are permitted without Owner approval.
2. Except as otherwise provided in the Community Guidelines & Policies], no more than four pets per household are allowed at any given time. Fish tanks and bird cages count as one pet. No more than one fish tank is permitted in the Premises and is not to exceed 20 gallons. No more than two bird cages are permitted in the Premises.
3. The pet deposit of \$250 per pet, under this Pet Addendum does not limit the Resident’s liability for damages, cleaning, deodorizing, de-flee-ing, replacement and/or personal injuries as herein further specified. The Resident’s liability applies to carpets, doors, walls, drapes, windows screens, furniture, appliances, and any other part of the dwelling unit, landscaping or other improvements to Frontier Heritage Communities’ property. Resident shall be liable for the entire amount of any injury to the person or property of others caused by such pet.



4. Tenant is fully responsible for the conduct and actions of their pets at all times and, among other things, the full restitution for damages to yards, homes, property, etc., and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their pet(s).
5. Tenant is responsible for paying for any damages caused by their noncompliance with the provisions of this Addendum and the charges imposed by the Community to repair the damages associated therewith.
6. Tenant's failure to permanently remove the pet as provided herein or failure to comply with all other terms of this Addendum shall constitute a default permitting termination of the Lease.
7. Tenant must notify Frontier Heritage Communities within five (5) days of acquiring a pet and shall re-execute or update this Addendum accordingly.
8. All pets must be registered by Tenant at the base veterinarian treatment facility (831 McClellan Avenue) within five (5) working days of occupying a housing unit or acquiring a pet.
9. Tenant is responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Tenant must pick up and properly dispose of animal waste and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of this Addendum for Tenant to simply "turn out" their pet and recall it at their convenience.
10. Pets must be "on leash" at all times when outside the fenced area of the housing unit. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard if unattended. Pet food shall not be kept outside, as it will attract vermin and pests.
11. Tenant must keep his or her pet(s) kenneled or contained upon the Owner's access to the Premises for inspections, maintenance and showings.
12. Tenant is required to (a) provide care, feeding, and supervision of their pets, (b) control their pets at all times, (c) pay for damages caused by their pets, (d) maintain the good health of their pets and (e) maintain flea and odor control of their pets.
13. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
14. Pets of vicious or dangerous disposition shall **not be permitted** within the Community for any reason whatsoever. No pets with a history of aggressive, threatening or violent behavior will be allowed.
15. The breeding of animals or operation of a commercial kennel within the Premises or anywhere else within the Community is strictly prohibited.
16. Tenant shall insure that Tenant's pets do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
17. If, in Owner's sole and reasonable discretion, that Tenant's pet constitutes a threat to the health or safety of other residents or animals of other residents or otherwise creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident or animals of other residents, Tenant shall permanently remove such pet from the Community within five (5) days after written request by Owner. Should Tenant feel that such request is unreasonable or without basis, Tenant may request a meeting with the Owner to discuss the removal request. Tenant is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the

offending animal shall be made by the Owner (in good faith) after reasonable discussion with Tenant and evaluation of all of the pertinent evidence. Tenant's failure to correct the situation as required by Owner, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal, waiver of Tenant's right to dispute such removal or termination of Tenant's tenancy at the Community.

18. Tenant shall indemnify, defend and hold harmless Owner and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys' fees, costs and expenses, arising from damage or injury to any person, animal or property caused by Tenant's pets or Tenant's non-compliance with this Addendum.
19. The following animals are **not** allowed in the Community or to be kept by residents in their individual unit/housing in the Community at any time:

<b>Dogs of the following "restricted breeds" (to include any dog with a mix of any such breeds)*:</b>	Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinschers, Chows, and wolf hybrids.
<b>Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:</b>	Unprovoked barking, growling, or snarling when people approach; aggressively running along fence lines (if applicable) when people are present; biting or scratching people or other animals; or escaping confinement or restrictions to chase people.
<b>Reptiles and fish:</b>	Ex: Snake, lizard, turtle, tortoise, crocodile, alligator, iguana, komodo dragon, newt, gecko, gila monster, electric eels, piranhas, pufferfish, and sharks.
<b>Arachnids:</b>	Ex: Spider, scorpion.
<b>Rodents (other than hamsters and guinea pigs):</b>	Ex: Mice, rat, gerbil, mole, beaver, squirrel, porcupine, chipmunk, prairie dog, groundhog, gopher, shrew, bat, hedgehog, raccoon, and skunk.
<b>Wild or exotic animals:</b>	Ex: Fisher cat, fox, weasel, raccoon, monkey, Ferret, chinchilla, jackal, coyote, wolf, skunks.
<b>Farm animals:</b>	Ex: Pig, horse, cow, chicken, sheep, goat, and geese.
<b>Birds of prey:</b>	Ex: Hawk, eagle, buzzard, vulture, owl, falcon, harrier, kite.

*\*Notwithstanding anything contained herein to the contrary, the "restricted breed" restriction above shall not apply to a (i) certified military working dog that is being boarded by its handler/trainer and approval is obtained by the Installation Commander in writing or (ii) service animal or assistance animal that is registered with the Owner. In addition, whether a pet is a "restricted breed" or mix of any of the "restricted breeds" shall be determined in the reasonable discretion of the Owner. In the case of a dispute concerning the Owner's determination of whether a pet is a "restricted breed" or mix thereof, a local qualified veterinarian selected by the Owner shall make such determination,*

**Frontier Heritage Communities**

**Pet Addendum**

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*which determination shall be final and conclusive. Any costs associated with the veterinarian's determination shall be borne by the disputing resident.*

20. The privilege of keeping a pet in the Community may be revoked and/or a warning issued if a pet is determined to be a nuisance. A nuisance is any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency or obstructs reasonable or comfortable use of property. An animal may be considered a nuisance if it, among other things, (a) habitually or repeatedly barks in a manner that disturbs others, (b) interferes or obstructs persons engaging in exercise or physical activity, (c) defecates on the lawn of a home not occupied by its owner, or (d) habitually violates the leash requirement.
21. If Tenant witnesses or has actual knowledge of any incident involving the aggressive behavior (or any other behavior or actions that would constitute a violation of the Community rules and regulations or a nuisance) of any animal(s), permitted pet(s) or service or assistance animal(s) in the Community, Tenant shall promptly report such incident to Owner by contacting Frontier Heritage Communities. Tenant shall provide Owner with all reasonably requested information including, without limitation, the date, time, and location of the reported behavior, essential facts of the incident (including any potential provocation and the specific behaviors exhibited), the breed and type of the offending animal, any witnesses and their corresponding contact information, and Tenant's contact information.
22. **BASE RULES ACKNOWLEDGMENT** Tenant agrees that the rules, procedures, and requirements in this Addendum are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding animals or pets and/or any related accommodation requests ("**Base Rules**"), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant's sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant's compliance with the Base Rules is an independent obligation from Tenant's compliance with this Addendum, (c) any and all rights granted to Tenant under this Addendum, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant under this Addendum that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Addendum, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

#### **PET REGISTRATION INFORMATION**

Tenant hereby represents and warrants that the information below is true and accurate. **Owner must be notified of significant changes to the below information.**

##### **Pet #1 Information**

Pet Name: \_\_\_\_\_  
Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_

Description: \_\_\_\_\_

**Pet #2 Information**

Pet Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

Description: \_\_\_\_\_

**Pet #3 Information**

Pet Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

Description: \_\_\_\_\_

**Pet #4 Information**

Pet Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

Description: \_\_\_\_\_

**Veterinary Treatment Facility**

All post pets must be registered with the Fort Leavenworth Veterinary Treatment Facility (FHVTF) for verification of microchip and all required vaccinations within seven days of arrival. Proof of FLVTF verification must be provided to the Frontier Heritage leasing office.

*It is resident/pet-owner's responsibility to provide Frontier Heritage Communities with certified breed determination documentation to comply with the Ft. Leavenworth breed restriction policy.*

**FAILURE TO COMPLY**

Tenant's failure to comply with the terms and provisions of this Addendum (including, without limitation, the removal of an offending animal) or violation of any representation or assurance contained in this Addendum shall constitute a default permitting termination of the Lease.

**ACKNOWLEDGEMENT**

Please initial **one (1)** of the following statements:

Tenant acknowledges the she or he **does not own a pet**. Tenant acknowledges that no animal or pet of any kind may be kept within the Premises or otherwise be kept in the Community by Tenant or his or her guest without the prior written consent of the Owner. Tenant also acknowledges that if he or she obtains permission at a future date to keep a pet, Tenant agrees to abide by all of the requirements of this Addendum.

OR

Tenant agrees to abide by all of the requirements of this Addendum. Except for the pet(s) described above, Tenant shall not keep any pets within the Premises or otherwise in the Community without Owner's approval and re-execution or update of this Addendum. By signing below, Tenant certifies that his or her pet(s) identified above has no history of aggressive, threatening or violent behavior. Tenant understands that the permission to keep the above identified pet(s) in the Premises can be revoked by Owner at any time if there is a failure to comply with any of the terms and conditions of this Addendum or if Tenant permits the pet(s) identified above to become a nuisance or safety hazard to the other residents or animals of other residents, and upon such revocation, Tenant must permanently remove such offending pet(s) from the Premises in accordance with terms hereof. Failure to do so may result in termination of the Lease.

*Tenant agrees that he or she has read all of the terms of this Addendum, is submitting this Addendum with true and accurate information and accepts all of the terms and conditions of this Addendum.*

**Tenant**

Date

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date

*Owner hereby grants permission to Tenant to keep in the Premises, the above-described pets (if any) on the terms and conditions set forth herein.*

**Owner**

Date



## SERVICE ANIMAL OR ASSISTANCE ANIMAL REQUEST ADDENDUM

**THIS SERVICE ANIMAL OR ASSISTANCE ANIMAL REQUEST ADDENDUM** (this “**Addendum**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, (the “**Lease**”), Fort Leavenworth Frontier Heritage Communities, II, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Pursuant to the rules governing the Fair Housing Act (“**FHA**”), it is unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person(s) with a disability equal opportunity to use and enjoy an apartment, including common areas. In addition, under the Americans with Disabilities Act (“**ADA**”), it is unlawful to discriminate based on a person’s disability (including the use of a service animal) in places of public accommodation. Pursuant to the FHA, Tenant hereby requests a reasonable accommodation to allow a service animal or assistance animal to reside in the Premises and waive the restrictions, rules, and requirements that are applicable to animals/pets of residents in **Frontier Heritage Communities** (the “**Community**”), on behalf of the following individual (check/~~complete~~ one (1) of the below options):

☐

himself/herself (*i.e.*, Tenant)

\_\_\_\_\_

\_\_\_\_\_, an occupant of the Premises listed on the Lease,  
who is hereinafter referred to as the “**Occupant**”.

**1. Fair Housing Act and Americans with Disabilities Act.** Tenant represents and warrants that he or she is aware of the requirements under the FHA, ADA, and their respective definitions, including: “**handicap**” or “**disability**,” which means, with respect to a person, (a) a physical or mental impairment which substantially limits one or more of such person’s major life activities, (b) a record of having such an impairment, or (c) being regarded as having such an impairment, but such term does not include the current, illegal use of or addiction to controlled substances; “**assistance animal**,” which means a certified service animal, an emotional support animal or any other animal that works, provides assistance or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability; and “**service animal**,” which means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability.

**2. Request.** Please initial one (1) of the following:

(A) ☐

The animal that Tenant is requesting accommodation for (and as further described in **Section 3** below) is a **service animal**. Tenant represents and warrants that (a) Tenant/Occupant qualifies under the definition of “disability” under the ADA or the definition of “handicap” under the FHA, (b) the service animal has received specific and individual training to assist or perform tasks for such Tenant’s/Occupant’s disability, (c) the service animal is required to provide assistance with Tenant’s/Occupant’s disability, and (d) if applicable, Occupant is listed on and/or has signed the Lease.

(B) ☐

The animal that Tenant is requesting accommodation for (and as further described in **Section 3** below) is an **assistance animal** that otherwise does not qualify as a service animal. Tenant represents and warrants that (a) Tenant/Occupant qualifies under the definition of “handicap” under the FHA, (b) the animal qualifies under the definition of “assistance

animal” under the FHA, (c) the assistance animal is necessary to afford Tenant/Occupant an equal opportunity to use and enjoy the Premises, **and (d)** if applicable, Occupant is listed on and/or signed the Lease.

**3. Requested Service Animal or Assistance Animal.** Please insert a description of the service animal or assistance animal that Tenant is requesting accommodation for, including, the type, size, breed, name, and age of the animal: \_\_\_\_\_

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**4. Assistance Animal Certification.** In order to insure that all disabled or handicapped residents obtain the proper accommodation under the FHA, in the event Tenant is requesting an assistance animal pursuant to **Section 2(B)** above, Tenant shall submit to Owner (along with this Addendum) written verification that Tenant/Occupant has a disability and that the accommodation of the particular assistance animal is necessary to give Tenant/Occupant an equal opportunity to use and enjoy the Premises and Community (unless otherwise waived by Owner as required by the FHA or other applicable law). If applicable, Tenant shall submit to Owner the Certification Request for Assistance Animal, attached hereto as **Exhibit A**, as completed by a doctor or other qualified medical or health care professional who, in their professional capacity, has knowledge about Tenant’s/Occupant’s disability and need for a reasonable accommodation.

**5. Notice Concerning Misrepresentation.** Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of Tenant or Occupant, as applicable, to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

**6. Acceptance of Request.** Owner will notify Tenant of Owner’s decision in writing within fourteen (14) days of receiving all necessary proof, information, or requests. Upon Owner’s acceptance of Tenant/Occupant’s request, Tenant shall complete, execute, and submit the Service Animal or Assistance Animal Agreement, attached hereto as **Exhibit B**.

**7. Base Rules Acknowledgment.** Tenant agrees that the rules, procedures, and requirements in this Addendum are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant/Occupant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding service animals or assistance animals and/or any related accommodation requests (“**Base Rules**”), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant’s/Occupant’s sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant’s/Occupant’s compliance with the Base Rules is an independent obligation from Tenant’s compliance with this Addendum, (c) any and all rights granted to Tenant/Occupant under this Addendum, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant/Occupant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant/Occupant under this Addendum that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Addendum, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

**TENANT AGREES THAT HE OR SHE HAS READ ALL OF THE TERMS OF THIS ADDENDUM, IS**

**SUBMITTING THIS ADDENDUM WITH TRUE AND ACCURATE INFORMATION AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM.**

**TENANT:**

Signature:

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**  
**CERTIFICATION REQUEST FOR ASSISTANCE ANIMAL**

Tenant Name: \_\_\_\_\_  
Tenant Address: \_\_\_\_\_  
Professional Name: \_\_\_\_\_  
Professional Title: \_\_\_\_\_  
Professional Address: \_\_\_\_\_  
Professional Telephone: \_\_\_\_\_  
Professional License No.: \_\_\_\_\_

A request has been made by the above named tenant (“**Tenant**”) to allow an assistance animal to reside with Tenant or an occupant of the Premises listed on the Lease (the “**Occupant**”) and/or otherwise waive certain restrictions, rules, and regulations of the **Frontier Heritage Communities** (“**Community**”) that are applicable to pets of residents at the Community. Such request has been made pursuant to the Fair Housing Act (“**FHA**”). Much like a prescription, this request is made because of the professional opinion of the undersigned professional (“**Professional**”) that the assistance animal may be necessary to afford the disabled Tenant or Occupant an equal opportunity to use and enjoy the Premises and the Community.

In order to qualify for a reasonable accommodation to the normal rules of the Community, Tenant or the Occupant for whom Tenant is requesting a reasonable accommodation must qualify under the FHA’s definition of “**handicap**,” which means, with respect to a person, (a) a physical or mental impairment which substantially limits one (1) or more of such person’s major life activities, (b) a record of having such an impairment, or (c) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance. In addition, the prescribed animal must qualify under the FHA’s definition of “**assistance animal**,” which means a certified service animal, an emotional support animal, or any other animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified effects of a person’s disability.

Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of the Professional to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

**CERTIFICATION**

The Professional hereby certifies that (a) he or she has sufficient information and is in a position to know about Tenant’s/Occupant’s disability, (b) Tenant/Occupant qualifies under the FHA’s definition of handicap, **and** (c) the animal described below is, in the Professional’s professional opinion, necessary to afford an equal opportunity to use and enjoy the Premises and Community and qualifies under the FHA’s definition of assistance animal. The Professional hereby agrees that he or she agrees to testify of the foregoing representations if called upon in a court of law.

Prescribed Animal’s Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expiration Date of the Above Certification: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional’s Signature

Frontier Heritage Communities  
Service Animal/Assistance Animal Request Addendum

**Exhibit B**  
**SERVICE ANIMAL OR ASSISTANCE ANIMAL AGREEMENT**

**THIS SERVICE ANIMAL OR ASSISTANCE ANIMAL AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_, 20\_\_\_\_ (the “**Lease**”), between **Frontier Heritage Communities** (“**Owner**”), and \_\_\_\_\_ (the named tenant on the Lease, “**Tenant**”) for the premises known as \_\_\_\_\_ (the “**Premises**”). In case of conflict between the provisions of this Agreement and any other provisions of the Lease, the provisions of this Agreement shall govern.

**GENERAL**

Pursuant to the rules governing the Fair Housing Act (“**FHA**”), Tenant/Occupant (hereinafter defined) seeks reasonable accommodation to allow a service animal or assistance animal to reside with Tenant in the Premises and waive the restrictions, rules, and requirements of **Frontier Heritage Communities** (the “**Community**”) that are applicable to pets of residents at the Community. It is unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person(s) with a disability equal opportunity to use and enjoy an apartment, including public and common areas.

On \_\_\_\_, \_\_\_\_, 20\_\_\_\_, Tenant executed and submitted a Service Animal or Assistance Animal Request Addendum, along with any documentation required by Owner (if any), to request a reasonable accommodation under the FHA (collectively, the “**Request**”) on behalf of the following individual (check/complete **one** of the below options):

\_\_\_\_\_ himself/herself (*i.e.*, Tenant)

\_\_\_\_\_, an occupant of the Premises that is listed on the Lease,  
who is hereinafter referred to as the “**Occupant**”.

On \_\_\_\_, \_\_\_\_, 20\_\_\_\_, Owner approved the Request.

As a condition to Owner’s approval of the Request, Tenant agreed to enter into this Agreement. This Agreement shall become an addendum to the Lease.

**RULES AND REGULATIONS**

Tenant agrees to comply with the following rules and regulations, which may be reasonably changed by Owner from time to time in Owner’s sole discretion and upon written notice to Tenant:

1. All service animals or assistance animals are required to have vaccination(s) and be registered, licensed and micro-chipped in accordance with applicable State and local laws prior to such service animals or assistance animals entering the Community.
2. Tenant is fully responsible for the conduct and actions of Tenant’s/Occupant’s service animals or assistance animals at all times and, among other things, the full restitution for damages to any common areas of the Community, other units at the Community, or any personal property, and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their service animals or assistance animals.
3. All service animals or assistance animals must be registered by residents at the base veterinarian treatment facility (if such a facility exists at the base) within five (5) working days of occupying a housing unit or acquiring a service animal or assistance animal. Service animal or assistance animal owners must provide a verification of immunization along with such service animal or assistance animal registration.

4. All yards and common areas must be kept clean of animal droppings. Tenant/Occupant must pick up and properly dispose of animal waste and residents who walk their service animal or assistance animal must carry a plastic bag to retrieve and dispose of any droppings.
5. Service animals and assistance animals must have a harness, leash or other tether, unless the Tenant's/Occupant's disability prevents use of such controls or their use would interfere with the service or assistance animal's safe, effective performance of works or tasks (in which case, Tenant shall promptly notify Owner of such requirement and such service or assistance animal shall otherwise be under Tenant's/Occupant's control, whether through voice control, signals or other effective means). Service animals and assistance animals shall not be tethered outside the home. Service animals' and assistance animals' food shall not be kept outside, as it will attract vermin and pests.
6. Tenant must keep Tenant's/Occupant's service animals or assistance animals kenneled or contained upon the Owner's access to their unit/housing for inspections, maintenance, and showings, unless such kenneling or containment would otherwise interfere with the service or assistance animal's safe, effective performance of works or tasks in connection with Tenant's/Occupant's disability (in which case, Tenant shall promptly notify Owner of such requirement and such service or assistance animal shall otherwise be under Tenant's/Occupant's control, whether through voice control, signals or other effective means).
7. Tenant is required to (a) provide care, feeding, and supervision of their service animals or assistance animals, (b) control Tenant's/Occupant's service animals or assistance animals at all times, (c) pay for damages caused by Tenant's/Occupant's service animals or assistance animals, (d) maintain the good health of Tenant's/Occupant's service animals or assistance animals and (e) maintain flea and odor control of Tenant's/Occupant's service animals or assistance animals.
8. A service animal or assistance animal of vicious or dangerous disposition shall **not be permitted** within the property for any reason whatsoever. No service animal or assistance animal with a history of aggressive, threatening or violent behavior will be allowed.
9. Tenant shall insure that Tenant's/Occupant's service animal(s) or assistance animal(s) do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
10. If, in Owner's sole opinion and discretion, a service animal or assistance animal constitutes a threat to the health or safety of other residents or animals of other residents, creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident or animals of other residents, then the owner of such offending service animal or assistance animal shall permanently remove such animal from the Community within five (5) days after written request by Owner. Should Tenant feel that such request is unreasonable or without basis, Tenant may request a meeting with the Owner to discuss the removal request. Tenant is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the offending animal shall be made by the Owner (in good faith) after reasonable discussion with Tenant and evaluation of all of the pertinent evidence. Tenant's failure to correct the situation as required by Owner, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal or termination of Tenant's tenancy at the Community.
11. Any change of service animal or assistance animal will require a new agreement.
12. Tenant shall indemnify, defend and hold harmless Owner and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys' fees, costs and expenses, arising from damage or injury to any person, animal or property caused by Tenant's/Occupant's service animals or assistance animals or Tenant's non-compliance with this Agreement.

## BASE RULES ACKNOWLEDGMENT

Tenant agrees that the rules, procedures, and requirements in this Agreement are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant/Occupant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding service animals or assistance animals and/or any related accommodation requests (“**Base Rules**”), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant’s/Occupant’s sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant’s/Occupant’s compliance with the Base Rules is an independent obligation from Tenant’s compliance with this Agreement, (c) any and all rights granted to Tenant/Occupant under this Agreement, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant/Occupant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant/Occupant under this Agreement that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Agreement, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

## SERVICE ANIMAL OR ASSISTANCE ANIMAL REGISTRATION INFORMATION

Tenant hereby represents and warrants that the information below is true and accurate. **Owner must be notified of significant changes to the below information.**

### Service Animal or Assistance Animal Information

Service Animal or Assistance Animal Name: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

### Veterinary Treatment Facility

All post pets must be registered with the Ft. Leavenworth Veterinary Treatment Facility (FLVTF) for verification of microchip and all required vaccinations within seven days of arrival. Proof of FHVTF verification must be provided to the Frontier Heritage Communities leasing office.

## ACKNOWLEDGEMENT

By signing below, Tenant certifies that the service animal or assistance animal identified above has no history of aggressive, threatening, or violent behavior and agrees to abide by all of the requirements of this Agreement. Tenant understands that this Agreement (and the permission to keep the service animal or assistance animal on the Premises) can be terminated by Owner at any time if there is a failure to comply with any of the above provisions or if Tenant/Occupant permits the service animal or assistance animal identified above to become a nuisance or safety hazard to the other residents of the Community. Upon Owner’s notice of termination to Tenant, Tenant/Occupant must permanently remove the service animal or assistance animal identified above from the Premises within ten (10) days from such notice of termination. Failure to do so may result in termination of the Lease.

**TENANT AGREES THAT HE OR SHE HAS READ ALL OF THE TERMS OF THIS AGREEMENT, IS SUBMITTING AND EXECUTING THIS AGREEMENT WITH TRUE AND ACCURATE INFORMATION AND ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**TENANT:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Owner hereby grants permission to Tenant/Occupant to keep in the Premises, the above-described service animal or assistance animal on the terms and conditions set forth herein.*

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Date**



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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### Authorization to Enter if Not at Home

Fort Leavenworth Frontier Heritage Communities II, LLC (FHC) subscribes to the policy of providing 48-hour notice of intent to enter the home for regular, periodic or scheduled maintenance tasks. Notice of intent to enter will be delivered to the front door of the home and through the web site with as much notice as possible, but not less than 24 hours for maintenance under these circumstances. Maintenance will leave a door hanger on the entry lockset while they are in your unit. At the end of their time in your home they will leave either a copy of their work order or a card advising they were in your home and the reason.

In the event that a situation or an emergency occurs, i.e. water, fire, wind or storm damage, maintenance will enter the home without 24-hour notice in order to protect the property and safety of the resident and immediate neighbors.

THIS AUTHORIZATION MAY BE WITHDRAWN AT ANY TIME WITH WRITTEN NOTICE DELIVERED TO THE PROPERTY MANAGEMENT OFFICE.

Our goal is the same as that of the family: getting the maintenance personnel in and out of the unit in a fast but professional manner. If, after proper notice is given and you are not able to be there, may we have your authorization to enter your home for regular, periodic maintenance or for work orders you have called in?

☐ I do give permission to enter

☐ I do not give permission to enter

I/We \_\_\_\_\_,

Residing at \_\_\_\_\_,

I/We give authorization as stated above to FHC.

Signature	Date
<div></div>	<div></div>
Signature	Date
<div></div>	<div></div>



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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### UPDATED RESIDENT CONTACT INFORMATION

Date: \_\_\_\_\_

Current Rank: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Unit Assignment: \_\_\_\_\_

Phone Number(s):

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Duty: \_\_\_\_\_

Email Address(es):

Primary: \_\_\_\_\_

Alternate: \_\_\_\_\_

**Please contact this office when there is any change to your information.  
Thank you.**

Revised: Oct 14

220 Hancock Ave  
PO Box 3387  
Fort Leavenworth, KS 66027  
Phone (913) 682-6300 Fax (913) 758-1779  
<http://www.ftleavenworthfamilyhousing.com>



# Payment Authorization Form

## Personal Information

Name		Phone Number	
Address		Email address	
		Would you like an emailed receipt?	
Reason for payment	<input type="checkbox"/> Rent	<input type="checkbox"/> Deposit	<input type="checkbox"/> Other (please state reason for payment)

## Card information

Card Type	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Discover
Card #	- - -	Exp date	/ /
Billing address	Address	Address 2	City
	State	Zip	

## Automatic payment set up

This section is to only be filled out if you would like payments automatically paid on your account each month			
Start date	/ /	End date	/ /
Day of the month payment will be made			
I agree to have my payment drawn each month on the day listed above			
Signature		Date	/ /

## Authorization

I authorize Frontier Heritage Communities to process my payment information for the amount listed above. Unless indicated in the section above, this is a one time payment.			
Signature		Date	/ /

## For office use only

Payment was	<input type="checkbox"/> Paid	<input type="checkbox"/> Declined	Date of payment	
Initial				





**Fort Leavenworth Frontier Heritage Communities (913) 682-6300**

**And**

**USD 207 Fort Leavenworth School District (913) 651-7373**

# Proof of Residency Instructions

In order to complete your child(ren)'s USD 207 enrollment, you will need a completed Proof of Residency form. The Proof of Residency form can be found as the very last page of your DotLoop lease. Please use the following instructions to complete the form.

1. Sponsor's Rank and Name will be auto populated for you
2. Phone Number: Type your phone number
3. Email Address: Type your email address
4. Type each child's name and grade (One Child/Grade per line)
5. After entering all names, if there are remaining lines for names/grades please leave them blank
7. Click "I'm Done" at the top right of the page
8. This will complete your lease signing

Your coordinator will then sign the lease and return a copy to you with a completed copy of your Proof of Residency.

It will then be your responsibility to provide the Proof of Residency to the USD 207 office via email: **[bfreeman@usd207.org](mailto:bfreeman@usd207.org)**





DATE STAMP HERE

FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

## **Proof of Residency**

**Please submit to Fort Leavenworth USD 207 for school enrollment**  
**Only the original of this form is accepted for enrollment**

### **To be completed by Sponsor:**

Sponsor's Rank and Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

This form is proof of residency for the following students:

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

### **To be completed by Frontier Heritage Communities:**

I hereby verify that the above-named sponsor and students reside at the following address:

\_\_\_\_\_, Fort Leavenworth, Kansas 66027

Frontier Heritage Staff Signature: \_\_\_\_\_

Frontier Heritage Staff Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

### FIREPLACE ADDENDUM

Date \_\_\_\_\_

Resident Name \_\_\_\_\_

Address \_\_\_\_\_

The home located at \_\_\_\_\_ has \_\_\_ fireplace(s) located in

\_\_\_\_\_(room location)

\_\_\_\_\_(room location)

\_\_\_\_\_(room location)

☐ Fireplaces have been identified as unsafe

☐ Fireplaces have not been rated for safety

If your fireplaces have not been rated, you may use your fireplaces once the following criteria are met:

1. At the resident's expense, have the fireplace(s) inspected by a professional and certifiable company, and you have been provided with a certificate that the fireplace(s) is safe to use.
2. At the resident's expense, have the fireplace(s) professionally cleaned.
3. You have provided the housing office with certification and proof of cleaning. All fireplaces must be recertified and cleaned annually.

Resident Signature: \_\_\_\_\_

Date \_\_\_\_\_

Housing Office Representative: \_\_\_\_\_

Date \_\_\_\_\_



### ACCESSIBLE/ADAPTABLE HOUSING ADDENDUM

This addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20<sup>21</sup> and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20<sup>21</sup> (the “**Lease**”), between Fort Leavenworth Frontier Heritage Communities, II, LLC (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Tenant acknowledges that at the time of Lease execution: (i) Tenant was advised that the Premises is a housing unit designed for occupancy by persons by individuals with disabilities, referred to as either an “accessible” or “adaptable” unit; and (ii) Tenant’s household has no members requiring such features. Tenant further acknowledges and agrees to accept the Premises under the following conditions:

1. I understand that I am being offered this home because there are no families requiring an accessible or adaptable home at this time.
2. I further understand that if another family with a disabled individual needs to occupy the Premises because it is an accessible or adaptable unit, and the disabled individual has special accessibility or adaptability needs, I may be required to relocate at Landlord’s expense. If available, I will be offered another home in the Community where the Premises are located compatible with my grade and bedroom requirement.
3. If a home at the Community is not available, Landlord will only reimburse me for a move within the Military Housing Area (MHA).
4. I understand that I will be provided as much notice as possible but no less than thirty (30) days’ written notice to relocate.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please consult with the Owner prior to signing.

I have read and understood this Addendum.

--

TENANT

Date

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Date

--

OWNER

\_\_\_\_\_  
Date



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

### **Bachelor Addendum to the Resident Occupancy Agreement**

(All Villages)

**Total number of occupants** \_\_\_\_\_

Resident \_\_\_\_\_ (name) entered into a Resident Occupancy Agreement (hereinafter "ROA") with Landlord on \_\_\_\_\_

(date). Paragraph 2 of such ROA prescribes the monthly rent due, unless otherwise agreed to by Addendum. This addendum shall serve to modify the rent due for the following identified premises:

\_\_\_\_\_(address) (hereinafter "Unit") pursuant to the ROA as follows:

1. Residents of bachelor designated villages, monthly rent shall be the with dependent rate for the total household per month. If paid by allotment, rent is due when the allotment is received, if paid directly by Resident, rent is due on the first of each month of occupancy.

Payment method: ☐ \_\_\_\_\_ ALLOTMENT ☐ \_\_\_\_\_ DIRECT PAY

2. Resident acknowledges that the rent designated in Paragraph 1 above is based on the BAH with dependent rate of the highest-ranking roommate divided among the number of occupants.

3. Should resident elect to rent a bachelor designated home the monthly BAH will be determined as follows:

- a. Bonafide Bachelor—Base rent for designated Bonafide Bachelor units shall be equivalent to the without dependent rate BAH. Should you select a home without roommates, but desire a roommate situation, you will have 30 days to find additional roommates. If within 30 days a roommate has signed a cohabitating lease agreement, rent will revert to rate as set forth in (c) below.
- b. Geographical Bachelor—Base rent for designated Geo Bachelor units shall be equivalent to the with dependent rate BAH of the highest-ranking resident. Should you select a home without roommates, but desire a roommate situation, you will have 30 days to find additional roommates. If within 30 days a roommate has signed a cohabitating lease agreement, rent will revert to rate as set forth in (c) below.
- c. Should a resident elect to rent a home with one roommate, rent shall be one half of the higher ranking with dependent rate BAH per month. Should a resident elect to rent a home with two roommates, rent shall be one-third of the higher ranking with dependent rate BAH per month.
- d. Should a roommate move out during your lease term, you shall have 30 days from the time the Notice to Vacate has been submitted by the exiting resident to acquire another roommate. If no roommates are available at the time, you may request a transfer/or be asked to transfer to another existing bachelor unit with other roommates at your own moving expense.
- e. If single living is the preferred choice of the Resident, rent shall be equal to the current BAH of the Resident.

Resident:

Signature

Date

Roommates:

Landlord:

Fort Leavenworth Frontier Heritage Communities, II, LLC

By:

Signature of Agent

Date



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

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**TODAY'S DATE:** \_\_\_\_\_

**RESIDENT NAME:** \_\_\_\_\_

**UNIT ADDRESS:** \_\_\_\_\_

Resident has entered into a Residential Occupancy Agreement with Fort Leavenworth Frontier Heritage Communities, II, LLC ("FLFHC") for the above referenced ADA Premises ("Premises") on \_\_\_\_\_ (Date).

Regarding the Premises, Resident and FLFHC have agreed as follows:

Resident desires to take occupancy of an ADA Premises without documented ADA or EFMP requirements. Resident understands that if an incoming resident with documented ADA requirements is in need of their occupied Premises, Resident must vacate the Premises within 30 days, at the expense of FLFHC.

\_\_\_\_\_

Resident signature

\_\_\_\_\_

Frontier Heritage Communities Representative



## FORT LEAVENWORTH FRONTIER HERITAGE COMMUNITIES II, LLC

---

### Addendum to the Resident Occupancy Agreement (Infantry Barracks Basements January 2018)

As of *January 1, 2018*, Frontier Heritage Communities is no longer offering basement storage for Infantry Barracks residents.

By signing this document, you acknowledge and accept that your personal items may not be stored in the basement area.

Should you be found in violation of the above agreement, you will be asked to remove your personal items immediately. If personal items are not removed within 30 days of initial request, FLFHC will secure the items for 30 calendar days. If items are not claimed from FLFHC within the above-mentioned time frame, FLFHC will dispose of these items.

Any vandalism or intrusion into the basement area will be reported to Military Police.

Address: \_\_\_\_\_

Resident:

--

Signature

Date

By:

--

Signature of Agent

Date