



**RESIDENT OCCUPANCY AGREEMENT
(UNACCOMPANIED OFFICER QUARTER / UNACCOMPANIED SOLDIER ENLISTED QUARTER)**

This **RESIDENT OCCUPANCY AGREEMENT** (this "Agreement"), is made this ___ day of _____, 20___, between the following named persons:

_____ and / or _____

(hereinafter collectively referred to as "Resident") and Fort Drum Mountain Community Homes LLC ("FDMCH").

1. PREMISES: FDMCH hereby provides Resident the right to occupy apartment number _____, on the Fort Drum military installation (the "Premises"), for use as a dwelling only in accordance with the terms of this Agreement and the Fort Drum Mountain Community Homes UOQ / USEQ Resident Guide (including any modifications or changes thereto which may be made by FDMCH from time to time, the "Guide").

2. TERM: The term of this Agreement and Resident's right to occupy the Premises shall be subject to the terms of this agreement and the Guide and commence on _____, 20___ (the "Commencement Date"), and shall continue from that date (check the appropriate box below):

a. on a month-to-month basis. This Agreement will continue for successive terms of one month each until either FDMCH or Resident terminate this Agreement by giving the other thirty (30) days written notice of an intention to terminate this Agreement.

b. for a period of _____ (__) months expiring on _____, 20___ (the "Termination Date").

Should either of the above named residents vacate before the expiration of the term for any reason other than those reasons authorized pursuant to Section 22 (Authorized Early Termination) below, such resident shall continue to be liable for his/her share of the balance of the rent for the remainder of the term, less any rent FDMCH collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Notwithstanding anything to contrary herein, should the remaining resident agree, in writing, to accept responsibility for the full monthly rental rate listed below for the remainder of the term of this Agreement, the vacating resident shall be relieved of liability for his/her share of the rent for the remainder of the term. The remaining resident retains the original terms of the lease, but must sign a new agreement.

Should one of the above named residents vacate before the expiration of the term pursuant to Section 22 (Authorized Early Termination) below, the remaining resident shall be liable for the full monthly rental rate listed below for the remainder of the term. Should the remaining resident choose to select a new roommate, a new resident occupancy agreement must be signed.

Should either resident vacate other than the first of the month, the allotment will be collected from both residents on the first of the month, for the prior month rent. The remaining resident is responsible for reimbursing the departing resident.

Notwithstanding the foregoing, if Resident becomes ineligible or unqualified to reside in the UOQ / USEQ apartments on Fort Drum under applicable Army or Fort Drum rules or regulations, this Agreement may be terminated by FDMCH upon 30 days prior notice to Resident. Resident agrees and acknowledges that Resident's right to occupy the Premises is expressly conditioned upon his/her continued active duty military service and assignment or attachment for duty at Fort Drum or another military installation within a seventy-five (75) mile radius of Fort Drum.

3. RENT: (a) The monthly rental rate for the Premises shall be _____. Payment shall be made through an allotment / deduction from Resident's pay account to FDMCH. Should the resident be unable to pay FDMCH through an allotment for whatever reason, the only other acceptable forms of payment are cashier's check, money order, credit card or debit card.





(b) By signing this Agreement, authorization is given by Resident to the Army's BAH collection agent to initiate and maintain an allotment from Resident's pay account, payable to FDMCH, in an amount equal to the monthly rent. Such allotment shall become effective for the rent payable for the month following the month in which the Commencement Date occurs. Authorization is also given to the Army's BAH collection agent to stop the BAH allotment immediately after this Agreement has been terminated in accordance with its terms and the final payment of rent due hereunder has been made. Resident is responsible for any rent due, charges for damages, deposits, cleaning charges and utility charges that may be due at move out.

(c) An initial payment is due to FDMCH on the date thereof by check or approved credit card for the prorated portion of the first month's rent (\$____) for the number of days the Premises may be occupied by Resident during the month in which the Commencement Date shall occur. Thereafter, payments shall commence on the first day of the month following the month in which the Commencement Date shall occur and shall continue on the first day of each successive month thereafter (for the previous month's rent).

(d) Resident's failure to pay rent on time may result in the termination of this Agreement by FDMCH and, if necessary, the eviction of Resident and any other occupant(s) from the Premises.

(e) Resident shall be personally responsible for all increases in the monthly rental rate. Resident shall receive thirty days notice of rent increases.

4. INSPECTION AT COMMENCEMENT OF OCCUPANCY: Resident and FDMCH acknowledge that prior to signing this Agreement, they conducted a joint inspection of the Premises. Resident hereby acknowledges that, except as set forth in the attached Move In / Move Out Inspection Form, the Premises were delivered to Resident in good order and repair and in a safe, clean and habitable condition. Resident further acknowledges its responsibility for maintaining the cleanliness of the Premises and that damages to the Premises which (i) are not described on the Move In/Move Out Inspection Form as existing prior to Resident's occupancy or (ii) exceed reasonable wear and tear, are subject to being repaired by FDMCH at Resident's expense.

5. INDIVIDUAL LIABILITY: Each resident who executes this Agreement shall be jointly and severally liable for the full performance of each and every obligation of this Agreement including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises.

6. ADDITIONAL RENT: All items owed under this Agreement other than the monthly rental rate shall be deemed additional rent.

7. LATE PAYMENT AND RETURNED CHECKS: Payments for rent or additional rent not received by FDMCH on or before the due date are late and constitute a default under this Agreement. If any installment of rent is not received by FDMCH within 5 days from the due date, Resident agrees to pay FDMCH an administrative charge of \$25. Resident also agrees to pay FDMCH an additional charge of \$25 for each check returned unpaid or credit card stop payment occurrence. FDMCH has the right to require that all payments that are not paid by allotment be made by money order, approved credit card, cashier's check or certified check and, where default in payment occurs, to request that the entire outstanding amount of the debt be paid at once. Resident shall not be in default of any provision of this Agreement by reason of FDMCH's failure to receive a rental payment due to an error or delay caused by the Defense Finance and Accounting Service which is cured within 30 days unless extended by FDMCH in its sole discretion.

8. NUMBER OF OCCUPANTS: Resident agrees that only the above named residents and the following authorized occupant shall be authorized to reside in or otherwise occupy the Premises (hereinafter, the "Authorized Occupants"):

Name of Authorized Occupants: _____.

As the Premises is located on a secure military installation under the control of the Army, no persons other than Resident and the Authorized Occupants listed in this Agreement are authorized to reside in the Premises without the prior written approval of FDMCH. Guests of Resident shall not occupy the Premises for more than thirty (30) days without the written approval of FDMCH.

9. KEYS AND LOCKS: Resident hereby acknowledges receipt of ___ apartment keys and ___ mail box keys for the Premises. Resident shall deliver all keys for the Premises to FDMCH within twenty-four (24) hours of vacating the Premises. Locks may not be changed or added. Residents will be charged for each lost key and lock changes.





10. ASSIGNMENT AND SUBLETTING: No assignments of this Agreement nor subleases, licenses or concessions of the Premises are permitted without the prior written consent of FDMCH in its sole and absolute discretion. Any such assignments, subleases, licenses or concessions made without the prior written consent of FDMCH shall be void and of no force and shall constitute a breach of this Agreement by Resident and subject Resident to termination of this Agreement, and if applicable, eviction and/or claims by FDMCH for monetary damages.

11. RESIDENT GUIDE: In addition to this Agreement, Resident, all Authorized Occupants and all guests of Resident shall also comply with, and shall be subject to, the terms of the Guide (including any modifications or changes thereto which may be made by FDMCH from time to time). The Guide is hereby incorporated into this Agreement by this reference. Any modifications or changes to the Guide shall be effective after 30 days notice is given by publication of such modifications or changes in the Fort Drum post newspaper [or by publication on FDMCH's website]. By signature(s) below, Resident acknowledges receipt of a current copy of the Guide and agrees to comply with, and be subject to, its terms. Violation of the terms of the Guide may result in the termination of this Agreement by FDMCH and, if necessary, eviction.

12. USE AND QUIET ENJOYMENT: Subject to the terms of this Agreement and the Guide, Resident shall be entitled to enjoy the use of the Premises provided that such use does not disturb other Residents, create a public or private nuisance or result in any other violation of this Agreement or the Guide. By definition, a private nuisance is the unreasonable interference with another's use and enjoyment of the property. A public nuisance, by definition, affects a substantial number of persons.

13. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS: (a) Resident shall not possess, store, use or otherwise permit anyone to possess or sell illegal materials or substances on the Premises, including but not limited to illegal weapons, explosives or chemicals with which illegal drugs or explosives may be produced. Possession of said contraband or illegal items will constitute a breach of this Agreement by Resident and may, at the option of FDMCH, result in immediate termination of this Agreement and, if necessary, eviction.

(b) Resident shall not: permit unlicensed gambling on the Premises; install, operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises, without the permission of FDMCH.

(c) Resident shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, or that might be considered hazardous or extra hazardous by federal, state or county fire/safety officials or under the provisions of any applicable insurance policy affecting the Premises. Should Resident maintain said hazardous materials on the Premises, Resident shall be financially responsible for any injury and/or damages resulting there from. Failure of Resident to remove said materials upon written request of FDMCH may, at the option of FDMCH, result in immediate termination of this Agreement and, if necessary, eviction.

14. UTILITY CHARGES: Utility charges for the Premises are initially to be paid as follows:

<u>ITEM</u>	<u>TO BE PAID BY</u>	<u>ITEM</u>	<u>TO BE PAID BY</u>
SEWER	FDMCH	CABLE/SATELLITE TV	<u>RESIDENT</u>
WATER	FDMCH	TELEPHONE	<u>RESIDENT</u>
GARBAGE	FDMCH	INTERNET	<u>RESIDENT</u>
		GAS	<u>RESIDENT</u>
		ELECTRICITY	<u>RESIDENT</u>

15. REPAIRS: Residents shall make no repairs to the Premises, the fixtures located within the Premises, the building or any adjacent areas without the written approval of FDMCH. Resident shall immediately notify FDMCH of any damages. Resident shall be financially responsible for all damages, other than normal wear and tear, to the Premises. In this context, normal wear and tear shall mean physical deterioration which occurs in the normal, prudent use for which the Premises were intended, without negligence, carelessness, accident or intentional or wanton abuse of the Premises by the Resident, other Authorized Occupants, invitees or guests.

16. ALTERATIONS AND FIXTURES: Resident shall make no alterations to the Premises, the building or any adjacent areas, incur any debt or make any charges against FDMCH, or create any lien upon the Premises for any work done or material furnished without the express written consent of FDMCH. Any fixtures installed by Resident shall be at Resident's expense; shall be affixed in a manner that will not damage or alter the Premises, the





building or adjacent areas; and shall be removed by Resident upon the termination of the Agreement without causing damage to the Premises, the building or adjacent areas. In the event the removal of any such fixture or other personal property of Resident causes damage, FDMCH may charge Resident the cost paid for the repair of the damage.

17. ACCESS DURING OCCUPANCY: Resident will allow FDMCH or its representatives to enter the Premises for purposes of access upon twelve hours notice between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. In the event Resident is absent and has not otherwise authorized FDMCH's access, FDMCH will endeavor to delay the access until the return of Resident but need not do so beyond 14 days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Agreement and the Guide. Notwithstanding the foregoing, FDMCH or its representatives shall be permitted to access the Premises at any time in the event of an emergency.

18. PROPERTY AND LIABILITY INSURANCE: As provided in the Guide, FDMCH will provide renter's insurance to Resident at FDMCH's expense upon application by Resident, if required, and acceptance by an insurer. This renter's insurance policy shall provide personal property and liability coverage with a property deductible. Resident shall be responsible for any deductibles payable under this insurance with respect to its claims. Resident acknowledges being responsible for obtaining and maintaining insurance to cover its losses or damages that might be in excess of any coverage amounts under the aforementioned renter's insurance. **Residents are strongly encouraged to obtain renter's insurance at Resident's cost which is supplemental to renter's insurance provided by FDMCH.** Resident acknowledges that FDMCH is not responsible for the performance by any insurance carrier under any policy of insurance. Resident also acknowledges that FDMCH is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where FDMCH was neither negligent nor the proximate cause of Resident's loss and as more fully described in Section 20 – Limitation of Liability.

19. CASUALTY: Resident may terminate this Agreement if the Premises shall become uninhabitable for a period in excess of one month because of fire, condemnation or other casualty that is not the result of Resident's negligence, Resident's willful acts or omissions or the negligence or willful acts or omissions of Resident's family members, guests, or invitees. The rent shall cease during any such period of uninhabitability which is the result of fire, condemnation or other casualty that is not the result of Resident's negligence, Resident's willful acts or omissions or the negligence or willful acts or omissions of Resident's family members, guests, or invitees. However, in the event of a fire, condemnation or other casualty which renders the Premises uninhabitable, FDMCH shall have the option to terminate this Agreement upon five days prior notice to Resident. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful acts or omissions of Resident, or Resident's family members, guests, or invitees.

20. LIMITATION OF LIABILITY: FDMCH shall not be liable to Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the Premises, latent defect in the Premises, latent defect in the building or adjacent areas, acts of nature, other unexplained phenomena or casualties, acts of other residents, or any other cause not the result of the negligence of FDMCH or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that FDMCH has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. FDMCH does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.**

21. EXIT INSPECTION OF PREMISES: FDMCH and Resident shall conduct an exit walk through inspection of the Premises upon the termination of this Agreement as to any of the above named residents. Using the Move In/Move Out Inspection Form that was used to record the condition of the Premises at the inception of this Agreement, FDMCH shall itemize any damages to or deficiencies in the condition of the Premises which exceed normal wear and tear. FDMCH shall provide Resident with a copy of the Move In/Move Out Inspection Form. Resident shall provide FDMCH with written acknowledgment that Resident has received a copy of the Move In/Move Out Inspection Form.

In the event FDMCH fails to conduct an exit inspection requested by Resident in compliance with this Agreement, FDMCH agrees that the Premises will be treated as though an inspection was conducted and no new deficiencies were discovered. Resident shall provide FDMCH with Resident's forwarding address to facilitate any further necessary communication between the parties, including the payment of any refunds owed Resident by FDMCH. FDMCH will provide Resident with an itemized statement that clearly describes any damages caused by Resident's





noncompliance with provisions of this Agreement and the charges imposed by FDMCH to repair the damage or otherwise correct the deficiencies caused by Resident's non-compliance with this Agreement and the Guide.

After the termination of this Agreement in accordance with its terms, any refund of rent due Resident by FDMCH, less any amount owed to FDMCH by Resident for damages or other charges under this Agreement or the Guide, will be paid within 15 days after FDMCH's receipt of Resident's final payment of rent owed pursuant to this Agreement. Amounts owed FDMCH by Resident which are not paid within 30 days of the date due are subject to being submitted to a collection agency by FDMCH for collection.

22. AUTHORIZED EARLY TERMINATION: In the event, Resident receives permanent change of station orders to depart from the area where the Premises are located or is deployed for more than ninety (90) days, then in each of these events Resident may terminate this Agreement upon giving thirty (30) days written notice to FDMCH. Resident shall also provide to FDMCH a copy of the official orders, reflecting the change which warrants termination under this clause. The termination of this Agreement will occur thirty (30) days after the first date on which the next rental payment is due and payable after FDMCH receives proper written notice.

23. EVICTION: FDMCH may terminate this Agreement and, if necessary, evict Resident for Resident's failure to pay rent or for one or more other violations by Resident of this Agreement or the Guide.

24. HOLDOVER: If Resident remains in possession of the Premises after the termination of this Agreement, Resident shall be deemed to be in breach of this Agreement and FDMCH may, if necessary, evict Resident. Upon such a holdover by Resident, in addition to being obligated to pay to FDMCH's attorney's fees, court costs and any ancillary damages incurred by FDMCH as a consequence of the holdover by Resident, Resident shall be responsible for rent for each day of the holdover by Resident in an amount equal to twice the per diem amount of the rental payable hereunder during the term of this Agreement.

25. ABANDONMENT OF PREMISES: If Resident abandons the premises, FDMCH will be free to retake the premises without need for an eviction proceeding. Abandonment shall include but not be limited to the following:

Non payment of rent or additional rent along with one of the following:

- a. Renting or residing at other premises;
- b. Removing the majority of the belongings;
- c. Failing to maintain premises; or
- d. Being AWOL from the military.

Nothing herein shall limit the obligations of the Agreement.

26. ABANDONMENT OF PERSONAL PROPERTY: If, following a termination of this Agreement or an eviction of Resident, Resident does not remove any personal property within the Premises, Resident agrees that any such personal property shall be deemed trash and FDMCH shall have no obligation to safeguard the property and may remove such personal property and dispose of it at Resident's sole cost and expense.

27. NOTICES: Any notice required by this Agreement shall be sent to the recipient's last known address (which in the case of Resident shall be the Premises unless a change of address notice has been delivered to FDMCH), by certified prepaid mail or overnight courier service. Notices shall be deemed to have been served when delivered. Notices to FDMCH shall be sent to Fort Drum Mountain Community Homes LLC, PO Box 146, Black River, New York 13612, Attn.: Property Manager.

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

29. CONFIDENTIALITY OF RESIDENT RECORDS: FDMCH or its managing agent shall not release financial information about Resident, other than in connection with any check of Resident's credit history, occupancy history or as required by judicial or governmental order. This section shall not preclude FDMCH from releasing information pertaining to Resident in the event of an emergency or to the legal representatives of Resident to include Executors and Administrators of estates in the performance of their duties. Notwithstanding the foregoing, the confidentiality restrictions of this provision shall not apply where Resident is in default of the rental payments nor will it preclude the use of information to recover monies owed by Resident.





30. MODIFICATIONS: Any modifications to the terms and conditions of this Agreement shall be executed in writing, signed and dated by the parties and made a part of this Agreement.

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

32. MOLD/MILDEW: Resident acknowledges receipt of documents relating to mold and mildew.

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

<i>FDMCH</i>	
_____	_____
<i>Signature</i>	<i>Date</i>

<i>Printed Name & Title</i>	

<i>RESIDENT</i>	
_____	_____
<i>Signature</i>	<i>Date</i>

<i>Printed Name</i>	
_____	_____
<i>Signature</i>	<i>Date</i>

<i>Printed Name</i>	

