

LEASE  
FOR MILITARY SERVICE MEMBER RESIDENT  
[New York]

THIS LEASE ("Lease") is entered into effective as of Month \_\_, 20\_\_, by Northeast Housing, LLC, ("Landlord") and \_\_\_\_ ("Resident"), each of which intends to be legally bound and to bind their permitted successors, and each hereby agrees upon the following terms and conditions, including the following defined terms:

1. **PREMISES:** In consideration for Resident paying Rent (as hereinafter defined) and complying with all other provisions of this Lease, Landlord agrees to lease to Resident the Premises [\_\_\_\_] (the "Premises"), together with all household appliances (the "Appliances") located therein on the "Commencement Date" (as defined below), located at \_\_\_\_ ("Community"), together with the right to use, in common with others, any recreational facilities, parking lots and other common areas and amenities (collectively, the "Common Areas").
2. **TERM:** The period of twelve (12) months commencing Month \_\_, 20\_\_ ("Commencement Date") and expiring on the last calendar day of Month \_\_, 20\_\_ ("Expiration Date"), except as provided in Section 5, below.
3. **AUTOMATIC RENEWAL:** This Lease will automatically renew on its Expiration Date on a month-to-month basis. Landlord may terminate this Lease at the Expiration Date by giving Resident notice of non-renewal at least thirty (30) days prior to the Expiration Date. Resident may terminate this Lease at the Expiration Date by giving Landlord at least thirty (30) days' written notice prior to the expiration of the lease term.
4. **RENT:** The rent and Owner provided utilities, per paragraph 5 below ("Rent") shall be an amount equal to the current Basic Allowance for Housing ("BAH") with dependents rate for Resident's military grade, payable in arrears, in monthly installments, currently \$\_\_\_\_ each, due in accordance with the payment option (allotment or direct payment) as selected below.

If Residents are dual Military (service member married to service member), the Rent for the Premises is equal to the BAH of the senior service member Resident at the With Dependent's rate. If Resident's duty station is not within a sixty (60) minute commute to the Premises, the Rent for the Premises is equal to the BAH at the With Dependents rate that would be charged for Resident's military grade at the Premises.

If this Lease begins after the first day of the month, Resident shall pay the prorated amount based upon 1/30<sup>th</sup> of the monthly Rent on the first (1<sup>st</sup>) day of the following month.

**Allotment Option:** Resident chooses to pay Rent through allotment from the senior service member Resident's pay account to Landlord. The allotment will be increased/decreased when increases/reductions occur to the senior service member Resident's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears). Resident shall execute any additional documents that are necessary to authorize the Defense Finance and Accounting Service to make monthly payments ("Allotments") equal to the BAH to Landlord at lease signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. \_\_\_\_ (**initial here to select this option**)

- (a) Resident will notify Landlord of any change in rank and understands that failure to do so is a violation of this Lease. Resident will take appropriate action and sign any necessary documents to change the Allotment to reflect any change in rank or status. Such action shall be taken as soon as practicable. Resident shall be responsible for the payment of Rent at the changed rate from the effective day of any change. Resident agrees that the foregoing constitutes effective notice from Landlord of the increase in the amount of the monthly Rent which will take effect upon any increase in Resident's applicable BAH.

Direct Payment Option: Resident chooses to not use the Allotment payment method, and agrees to make Rent payments directly to the Landlord in advance, without notice, at Landlord's office located at \_\_\_\_\_, or to such other person or at such other address as Landlord may notify Resident. A security deposit equal to one month Rent is required for the direct payment option. \_\_\_\_\_ (initial here to select this option)

- (a) A security deposit in the amount of \$\_\_\_\_\_ is being held at \_\_\_\_\_ Bank, in an interest-bearing account, as provided under applicable law.
- (b) Rent and any other payments that are not paid by Allotment shall be paid by debit card, credit card or by money order. Money orders should be made payable to **Northeast Housing, LLC**. Landlord may apply any payment received from Resident to then outstanding unpaid Rent in whatever order and priority Landlord may elect.
- (c) There will be a \$25 late fee for any late payment of Rent. Rent shall be considered late on the sixth (6th) day after it is due.
- (d) There will be a \$25 fee for any and all returned items.
- (e) Landlord agrees to hold the security deposit in accordance with applicable law, including any required payment of interest. Upon the end of the term of the Lease, Landlord will determine what portion, if any, of the security deposit is to be returned by Landlord and shall refund all or the remaining portion of the security deposit (as the case may be) within 30 days of the end of the term. In the event Landlord retains any or all of the security deposit, Landlord will additionally provide Resident with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of Resident.

5. SERVICES AND UTILITIES: Rent will always include water and sewer utilities. Rent will also include gas/oil, steam and/or electric utilities, as applicable, unless and until Owner notifies Resident of Resident's responsibility to pay for such gas/oil and electric utilities (the "Utility Notice"). Such Utility Notice shall be in writing and provide 180 calendar days notification period until such revision becomes effective. Telephone service, cable television, satellite television, internet service and any other services directly contracted by Resident with a service provider are not included in Rent and are Resident's responsibility to pay.

6. EARLY TERMINATION OF LEASE:

- a. This Lease may be terminated by Resident without penalty or liquidated damages for Rent if, prior to the Expiration Date, Resident:
  - i. Has received Permanent Change of Station (PCS) orders to depart fifty miles or more from the Premises, and provides written notice of such orders to Landlord which notice shall state the effective date for termination of this Lease (the "Termination Date"); the Termination Date shall not be less than thirty (30) days

after the date of Landlord's receipt of the notice, except when an earlier Termination Date is necessary to comply with military orders; and the Rent for the month containing the Termination Date shall be prorated to the last day of occupancy and shall be payable at such time as would have otherwise been required by the terms of this Lease; Resident must provide a copy of the orders to the Landlord prior to the Termination Date; or

- ii. Has received temporary duty orders in excess of three months' duration to depart fifty miles or more from the Premises, and provides written notice of such orders to Landlord, which notice shall state the Termination Date; the Termination Date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice, except when an earlier Termination Date is necessary to comply with military orders; and the Rent for the month containing the Termination Date shall be prorated to the last day of occupancy and shall be payable at such time as would have otherwise been required by the terms of this Lease; Resident must provide a copy of the orders to the Landlord prior to the Termination Date; or
  - iii. Is discharged from military service for any reason, in which event Resident's last day of occupancy under this Lease shall be no later than the date of Resident's discharge, and the lease term shall end on such date, unless permission to extend is granted, in writing, by Landlord. If permission to extend is so granted, the rental amount due Landlord will change to "Market Rent" (as defined herein), and said Market Rent shall become due and payable the first day of the first month after Resident is discharged from military service. "Market Rent" is defined as the rent shown for Resident's unit type on the document titled "Scheduled Market Rent" as it may change from time to time. This document is available at the Community Management Office.
- b. In the event of Resident's death while serving on active duty, this Lease may be terminated immediately, or may remain in full force and effect at the current rent until the Expiration Date, in the sole discretion of the surviving spouse. However, if Resident's spouse is also a service member, this Lease may continue through its expiration date at a Rent equal to the BAH with dependents rate for the surviving spouse.
  - c. In the event Resident terminates this Lease for any reason other than as set forth in Section 5(a), above, Resident shall provide thirty (30) days' notice to Landlord and shall be responsible for all payments required under this Lease through such thirty (30) days. In addition, Resident shall pay to landlord an amount equal to thirty (30) days' rent as liquidated damages, together with any outstanding Rent or other amounts owed to Landlord pursuant to the terms of this Lease.
  - d. In the event of debarment of any Resident or Occupant from the installation, this Lease may be terminated by mutual agreement of Resident and Owner. \_\_\_\_\_ **(RESIDENT INITIALS)**

7. **OCCUPANTS:** Subject to the terms and conditions herein stated, Landlord hereby leases the Premises to Resident for use by Resident and the following additional occupants:

Name (Last, First, M.I.)	Relationship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. **USE OF PREMISES:** Resident and the Occupants listed in Section 6 shall use the Premises as a private family residence only, and shall use the Common Areas only for the purposes for which Landlord makes them available for use, all in accordance with the Resident Guide (attached to this Lease as Attachment "D"). Landlord may, from time to time, amend and supplement the Resident Guide, effective thirty (30) days following posting notice of such amendment at the Community Management Office and delivery of notices to residents. Use of the Premises shall be further limited as follows:
- a. Resident shall not bring, or allow anyone to bring, onto the Premises, Common Areas or the Community any explosives, dangerous or hazardous substance or illegal drug. Storage of gasoline or other flammable liquids by Resident shall be limited to three (3) gallons. Such liquids shall not be stored inside the Premises and must be stored in a childproof area. All normal, household environmentally hazardous materials must be used only in accordance with the manufacturer's directions and must be used only for their intended purposes.
  - b. Resident shall not commit any waste or suffer any deterioration to the Premises, reasonable wear and tear excepted.
  - c. Resident shall abide by all of the Resident Rules and Regulations (Attachment "A").
9. **PETS:** A maximum of two (2) pets are allowed to live in or be harbored on the Premises only if Resident has executed a written Pet Addendum (attached to this Lease as Attachment "C") and abides by the policies regarding pets as detailed in the Resident Guide (attached to this Lease as Attachment "D"). No pet deposit will be required.
10. **SUBLEASE:** Resident shall not assign this Lease or sublease the Premises.
11. **EVICTON:** Landlord may terminate this Lease by written notice to Resident sent to the Premises by certified mail, return receipt requested, in accordance with applicable law if any of the following (each of which shall be deemed a default under this Lease) shall occur:
- a. for non-payment of Rent, if Resident fails to pay all outstanding Rent, plus additional fees, as set forth in the Resident Rules and Regulations (attached to this Lease as Attachment "A"), within five (5) days after receiving notice of default from Landlord;
  - b. for failure to perform any other agreements or obligations hereunder, if Resident fails to perform such agreements or obligations within five (5) days after receiving notice of default from Landlord.

- c. if there shall be any breach or untruthfulness of any representation, warranty or factual statement made by Resident in connection with this Lease or in Resident's lease application or related materials; or
  - d. for any other violation(s) of this Lease and the Resident Rules and Regulations (attached to this Lease as Attachment "A").
- 12. **OCCUPANCY:** If, at the commencement of the Term, Landlord is unable to deliver possession of the Premises for any reason: (i) Resident shall not be obliged to pay Rent unless and until possession is delivered, (ii) Landlord, at its option, may relocate Resident to another comparable premises in the Community, and (iii) if possession is not delivered, or Resident is not relocated, as specified above, then Resident shall have the right to terminate this Lease by giving Landlord five (5) days' written notice prior to Landlord's delivery of possession.
- 13. **RIGHT TO RELOCATE:** Landlord reserves the right to relocate Resident due to construction and renovations or habitability conditions. Landlord will give Resident no less than thirty (30) days' advance notice. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by Resident, Occupant(s) or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.
- 14. **PROPERTY INSURANCE:** The Landlord has obtained personal property insurance, which is included in Rent, in the minimum amount of \$10,000 for the benefit of Resident. The policy has a maximum \$250 deductible. Resident is responsible for obtaining and maintaining insurance to cover losses or damages in excess of this coverage amount. Resident acknowledges being advised to obtain liability insurance and additional property insurance at Resident's cost to protect Resident from claims for property damages and physical injury caused by Resident, or Occupant(s), guests or invitees.
- 15. **LIABILITY:**
  - a. The Landlord shall not be liable to Resident, Occupant(s), guests or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause that is not the result of negligence by the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises, the Community or surrounding community. The Landlord does not guarantee, warrant or assure Resident's personal security.

- b. Resident shall pay to Landlord, on demand, Landlord's cost to repair any loss of or damage to the Premises, the Appliances, and/or the fixtures during the Term or existing at the end of the Term if negligently or intentionally caused by Resident, Occupants, guests or invitees of Resident. Resident shall also pay to Landlord, on demand, Landlord's cost to repair any damage to the Common Areas if negligently or intentionally caused by Resident, Occupants, guests or invitees.
- c. To the extent permitted by law, Resident shall be financially responsible for reimbursing Landlord if Landlord incurs any loss or damage as a result of or relating to (a) any default by Resident, or (b) the breach or untruthfulness of any representation, warranty or factual statement made by Resident in this Lease or in Resident's lease application or related materials.
- d. Landlord shall not be liable to Resident for any lack of access to the Premises, the Community, or any other land under the control of the Federal Government.

16. CONDITION OF PREMISES:

- a. Resident has examined the Premises and is satisfied with its physical condition, order and repair. Landlord has inspected and inventoried the Premises and provided Resident with a Property Condition Report. Within three (3) days of the Commencement Date, Resident shall complete and return to Landlord the Property Condition Report detailing and deficiencies noted with the Premises. Landlord and Resident will sign the Move-In/Move-Out Inspection and Inventory Report. If Resident does not return the Property Condition Report to Landlord, Resident accepts the Premises without exception. Resident agrees to return the Premises to Landlord at the Termination Date in the same condition less ordinary wear and tear. Any additional damage or deficiency noted by Landlord upon move-out will be charged to Resident. Resident should be present for a move-out inspection. If Resident does not schedule and attend a move-out inspection of the Premises, Resident will accept Landlord's assessment of damages as permitted by applicable law.
- b. Resident shall maintain the Premises in a neat, clean and undamaged condition, in accordance with all applicable laws affecting health and safety. Resident agrees to:
  - i. dispose of all ashes, rubbish, garbage and waste in a clean and safe manner;
  - ii. use all plumbing, electrical, sanitary, ventilating, air conditioning facilities and Appliances in a safe and responsible manner; and
  - iii. not deface, damage or otherwise harm any part of the Premises.

17. LANDLORD'S ENTRY: Resident shall permit Landlord upon at least two (2) days' prior notice to have access to the Premises during Landlord's office hours for the purpose of making inspections and repairs. Inspections must be accomplished a minimum of twice per year. Landlord shall have access to the Premises at other times, with at least 24 hours' prior notice to Resident, for the purpose of making requested repairs. Landlord shall have immediate access to the Premises in case of an emergency situation.

- a. Landlord may also enter the Premises if it appears to have been abandoned by Resident or if Landlord obtains an appropriate court order, or as otherwise permitted by applicable laws.

18. DAMAGE, DESTRUCTION, CONDEMNATION:

- a. If, during the Term, the Premises is damaged or destroyed by fire or other casualty, then, at Resident's option: (i) the Premises shall be promptly restored and repaired by the Landlord and any Rent for the period that the Premises is uninhabitable by Resident shall abate, unless and to the extent Landlord provides Resident with comparable alternative living space, in which event Rent will not be abated, or (ii) immediately vacate the Premises and notify the Landlord in writing within fourteen (14) days thereafter of his or her intention to terminate this Lease, in which case the Lease terminates as of the day of vacating, or (iii) Landlord may relocate Resident to another unit within the Community or a comparable facility. Resident shall have no interest in any proceeds of insurance due Landlord arising from such damage or destruction.
- b. There shall be no cessation of Rent if damage to the Premises is the result of the negligence or willful act of Resident or Occupants or guests or invitees.
- c. If the Premises is condemned, this Lease shall terminate on the date possession of the Premises is tendered by Landlord to the condemning authority. All condemnation damages shall be the property of Landlord.

19. ATTORNEY'S FEES: Resident agrees that if costs for the preparation and filing of legal documents, reasonable attorneys' fees, court costs, and all other costs of legal proceedings are incurred to successfully protect any rights of Landlord hereunder, and such proceedings result in a judgment against Resident, Resident will pay all costs of such proceedings. Landlord agrees that if costs for the preparation and filing of legal documents, reasonable attorneys' fees, court costs, and all other costs of legal proceedings are incurred to successfully protect any rights of Resident hereunder, and such proceedings result in a judgment against Landlord, Landlord will pay all costs of such proceedings.

20. SEX OFFENDERS REGISTRATION: If any member of Resident's household is subject to residency restrictions under New York law, it is Resident's obligation to fully comply with all of the provisions of the applicable law. If the location of the premises places Resident, or any Occupant, in potential violation of the State law, it is Resident's responsibility to immediately notify the Community Management Office and cooperate to correct this violation. This is a continuing obligation for which Resident is responsible for the term of the Lease. The Community Management Office, to the maximum extent practicable, will attempt to relocate Resident to an alternate premises that does not violate State law. Resident will be required to pay for the costs of Resident's move and applicable Lease Termination Fees. If no alternative premises is available, Resident's Lease will be terminated with six (6) days notice. Failure to comply will be considered a breach of this Lease and will result in immediate Termination.

21. LANDLORD'S REMEDIES:

- a. If Resident defaults in fulfilling any of the covenants of this Lease, as set forth in Section 10, above, then, upon Landlord serving a written five (5) days' notice to Resident specifying the nature of said default and upon the expiration of said five (5) days, if Resident shall have failed to comply with or remedy such default, then Landlord may serve a written three (3) days' notice of cancellation of this Lease upon Resident, and upon the expiration of said three (3) days, this Lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely

fixed for the end and expiration of this Lease and the term thereof and Resident shall then quit and surrender the demised premises to Landlord but Resident shall remain liable as hereinafter provided.

- b. If the notice provided for in Section 10 above has been given and this Lease has expired as aforesaid, then Landlord may without notice, re-enter the Premises either by force or otherwise and dispossess Resident and all other persons by summary proceedings or otherwise.
- c. In case of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, and/or putting the Premises in good order, or for preparing the same for re-rental; and/or (ii) Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent or charge a higher rental than that in this Lease. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Resident hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Resident being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Resident of any of the covenants and conditions of this Lease, or otherwise.
- d. If Landlord, in connection with any default by Resident in the covenant to pay Rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Resident to Landlord within five (5) days of rendition of any bill or statement to Resident therefore, and if Resident's lease term shall have expired at the time of making such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

22. MISCELLANEOUS:

- a. If this Lease is executed by more than one person as Resident, then the liability of all such persons to Landlord hereunder shall be joint and several, and references in this Lease to Resident shall be deemed to include all persons who so execute this Lease as Resident.
- b. This Lease represents the final and entire agreement between Resident and Landlord and supersedes all other communications, negotiations, representations and agreements by Landlord and Resident. This Lease may be amended only in writing signed by both Landlord and Resident.
- c. In the event of a transfer of Landlord's interest in the Premises, Resident shall have the same responsibilities and recognize the transferee as Landlord under this Lease for the balance of the Term, and thereafter, this Lease shall continue as a direct lease between Resident and such transferee, except that such transferee shall not be: (i) liable for any act or omission of Landlord prior to the transfer; (ii) be subject to any offset, defense or counterclaim against Landlord accruing prior to the transfer; or (iii) bound by any previous prepayment of more than one month's Rent.

- d. All notices and other communications required by or relating to this Lease shall be effective only if in writing signed by the notifying party hereto and actually delivered to the addressee party. Notices to Resident shall be deemed received by Resident on the date delivered to the Premises or to Resident's mail box at the Community.
- e. This Lease may be signed in separate counterparts, all of which, when executed and delivered, shall constitute the same document. A party's signature transmitted by that party by facsimile shall be binding on such party.
- f. These leased Premises are offered without regard to race, color, sex, religion, familial status, handicap or national origin.
- g. For non-exclusive jurisdiction housing, Landlord and Resident agree that this Lease and the contractual relationship between the parties shall be construed in accordance with the law of the State of New York.
- h. This Lease and Resident's rights hereunder are subject and subordinate to all present and future financings secured by property of which the Premises are a part.
- i. Any failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions of this Lease shall not constitute or be construed as a waiver or relinquishment of any of Landlord's rights hereunder to enforce any such terms, covenants, agreements and conditions, and this Lease, as written, shall continue in full force and effect.
- j. The terms "Landlord" and "Resident" as used herein shall include the plural and shall apply to both male and female persons.
- k. Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- l. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.

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

- \_\_\_\_\_ RESIDENT RULES AND REGULATIONS (Attachment "A")
- \_\_\_\_\_ LEAD BASED PAINT ADDENDUM (Attachment "B") (if applicable)
- \_\_\_\_\_ PET ADDENDUM (Attachment "C") (if applicable)
- \_\_\_\_\_ RESIDENT GUIDE (Attachment "D")
- \_\_\_\_\_ MOLD ADDENDUM (Attachment "E") (if applicable)
- \_\_\_\_\_ ASBESTOS ADDENDUM (Attachment "F") (if applicable)
- \_\_\_\_\_ HISTORICAL PROPERTY ADDENDUM (Attachment "G") (if applicable)
- \_\_\_\_\_ EXECUTIVE HOME ADDENDUM (Attachment "H") (if applicable)

IN WITNESS WHEREOF, Landlord and Resident have executed this Lease on Month \_\_, 20\_\_

**LANDLORD:**

**RESIDENT:**

Northeast Housing LLC

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

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

Date: Month \_\_, 20\_\_