

**OLD POINT COMFORT REAL ESTATE SERVICES, LLC
RESIDENTIAL LEASE**

1. **PARTIES:** This Lease is made this ____ day of _____ by and between Old Point Comfort Real Estate Services, LLC (“OPCRES” or “Landlord”) and _____ (“Tenant”) jointly and severally and provides that Landlord hereby leases to Tenant and Tenant leases from Landlord under the terms and conditions set forth hereinafter in this Lease.

2. **PREMISES:** The Premises known as _____ in the city of Hampton, Virginia, located on Fort Monroe, to be occupied by the Tenant and his/her immediate family only, as indicated in the Lease Application for use as a private dwelling.

3. **LEASE TERM:** The Lease shall commence on _____ (“Commencement Date”) and end on _____ (“Termination Date”).

4. **RENTAL AMOUNT:** The Tenant shall pay as Rent the sum of _____ Dollars (\$ _____) in _____-equal monthly installments of _____ Dollars (\$ _____). Rent is established as the prevailing Basic Allowance for Housing (“BAH”) rate, with dependents, for the home’s rank designation as set forth by the Army as of February 2011. If Tenant is a member of the Armed Services, proof of the projected rotation date will be required prior to signing a lease with the Landlord. The Rent will include electric, gas (if applicable), and water only for the length of the service member’s current duty assignment. All Rent payments are payable without deduction or demand at **306-A Fenwick Road, Fort Monroe, Virginia 23651** or such other reasonable place as the Landlord may designate in writing. The Tenant shall pay a security deposit equal to one month’s rent (\$ _____), collected prior to move in. **CASH IS NEVER ACCEPTED FOR RENT, SECURITY DEPOSITS, OR FEES.**

5. **LATE FEE:** In the event that Landlord does not receive from Tenant any installment of Rent by the fifth (5th) day of the month for which such installment is due., your account will be charged a late fee of 10% of the delinquent balance. After the fifth (5th-) rent may only be paid with guaranteed funds (cashier’s check or money order). Please be sure to include all late fees. If rent is not paid by the fifth (5th-) day, you will be sent a delinquent notice, we will follow up with formal legal action. **CASH IS NEVER ACCEPTED FOR RENT, SECURITY DEPOSITS, OR FEES.**

6. **NON-SUFFICIENT FUNDS:** Upon notification of a rental payment returned due to non-sufficient funds (“NSF”), the Tenant’s account will be charged a fee of fifty dollars (\$50.00), in addition to a late fee if received after the fifth (5th) day of the month. Repayment of the Rent and fees will be due immediately via guaranteed funds. The Landlord will require all future payments be made with guaranteed funds (cashier’s check or money order).

7. **REMEDIES FOR NON-PAYMENT:** In addition to any other remedies provided for herein, if Landlord has provided Tenant with written notice specifying that the Lease will be terminated if the Rent is not paid within five (5) days, or other specified time frame, after the written notice is received, and Tenant has failed to pay such rent, then Tenant's right of possession shall be forfeited and Landlord shall be free to pursue all other remedies at law, in equity, or pursuant to this contract.

8. **LIEN FOR RENT, ETC.:** The Landlord shall have a lien upon all personal property of the Tenant's moved in and located upon the Premises as and for security for the Rent. Any Rent or other charges that Tenant has not paid within ten (10) days after they become due shall be and are hereby made a specific lien against such personal property. The Tenant shall not remove or attempt to remove any personal property moved into Premises while any portion of the Rent reserved by this Lease remains unpaid. Should Tenant attempt to remove such property, the Landlord may take any and all actions authorized by statutory or common law to protect this lien.

9. **RENEWAL OF LEASE:** It is agreed that Tenant may extend this lease in increments not to exceed one (1) year to coincide with the Tenant's projected rotation date upon written notice to Landlord at least thirty (30) days prior to the expiration of the current Term and provided that Tenant is not in default under any provision of this Lease. If no such notice is provided, the Lease will expire at the end of the then current Term.

10. **NOTICE:** Any notice given to the Landlord shall be deemed given when delivered in hand or duly posted in the United States Mail addressed to the Landlord at **306-A FENWICK ROAD, FORT MONROE, VIRGINIA 23651**. Any notice given to the Tenant herein shall be deemed given when duly posted in the United States Mail addressed to Tenant at the Premises or when delivered in hand to any adult living or staying at the Premises or by posting the notice on the door of the Premises if there have been two unsuccessful attempts to deliver the notice in person. Landlord may change the place designated for giving of such notice by written notice duly and timely given to the Tenant at the address indicated above.

11. **TRANSFER TO GOVERNMENT QUARTERS:** In the event the Tenant obtains permission to occupy government quarters, the Landlord will allow a transfer from the Premises without penalty to the Tenant provided the Tenant provides the Landlord with a notice from the appropriate housing office certifying that the Tenant has been selected to transfer to government quarters along with a thirty (30) day written notice to of the Tenant's intention to vacate the Premises ("Notice to Vacate"). A copy of the Tenant's application for government housing must be provided to the Landlord with a date prior to the resident signing a lease with the Landlord. This will confirm the Tenant is waiting for government housing. The thirty (30) day written Notice to Vacate may be waived by the Landlord if it adversely impacts the Tenant's ability to accept government quarters. This transfer does not release the Tenant from any obligations under the Lease except the obligation to pay Rent after the agreed date of transfer.

12. EARLY TERMINATION FEE: In the event that Tenant wishes to vacate the Premises during the Lease Term for reasons other than those stated herein, the Tenant may do so by providing a Notice to Vacate and paying an Early Termination Fee that will be equal to one month's Rent. This fee shall be in addition to moneys owed for Rent, late fees, damages, or any other moneys owed to the Landlord in conjunction with the occupancy of the Premises. Members of the United States Armed Forces or the National Guard serving on full-time duty may terminate this Lease upon receipt of change of station orders, termination of duty, or other qualifying events as specified in the Virginia Residential Landlord and Tenant Act, as amended, (see *Code of Virginia* § 55-248.21:1) without payment of an Early Termination Fee. Current change of station orders or proof of other qualifying events must be presented when submitting the Notice to Vacate. Any termination fees are due at the time of submitting the notice.

13. SECURITY DEPOSITS: The Tenant shall deposit with the Landlord upon the execution of this Lease a Security Deposit in an amount equal to one month's Rent to ensure the full and faithful performance by the Tenant of each term, provision, covenant, and condition of this Lease. At the termination of the tenancy hereunder for whatever cause, the Landlord may use, apply, or retain all or any portion of the Security Deposit for any obligation of the Tenant arising under the terms of this Lease or as damages for the Tenant's premature termination of the Lease Term, provided however, that in any such event the Landlord may additionally seek legal redress against the Tenant for any damages suffered by the Landlord greater than the Security Deposit. The Security Deposit or any portion not so used, applied, or retained, with interest, if any, as required by law, shall be refunded to the Tenant within forty-five (45) days after termination of the tenancy and delivery of possession of the Premises to Landlord. Tenant shall not utilize the Security Deposit as Rent, deduct the same from the last month's Rent, or require the Landlord to indemnify itself by resort to the Security Deposit with respect to any violation or default by the Tenant. In the event that any part of the Security Deposit shall have been so applied by the Landlord during the Lease Term, then Landlord shall have the right to have the full Security Deposit on hand always during the Lease Term including any extension, renewal, or holdover term and may require the Tenant to post additional security for such purpose.

In the event of the sale, transfer, or assignment by the Landlord of its interest in the Premises in this lease, Landlord shall have the right to transfer the Security Deposit to the transferee whereupon Landlord shall be released from all liability for the return of the Security Deposit, and the Tenant shall look solely to the new Landlord for the return of the Security Deposit. If there is any permitted assignment or sublease of this Lease by the Tenant, the Security Deposit shall be deemed to be held by the Landlord as a deposit made by the Tenant's assignees, and the Landlord shall have no further liability to return such Security Deposit to the assignor or sublessor. The following conditions, among others, may be used by the Landlord to determine if the Tenant will receive a full Security Deposit upon vacation of the Premises:

- a. The Tenant shall provide the Landlord with thirty (30) days written, signed, and dated notice of intent to vacate before moving.

- ~~a-b.~~ The Tenant shall provide the Landlord with a forwarding address.
- ~~a-c.~~ The Premises shall be free of damages other than normal wear and tear.
- ~~a-d.~~ The Premises shall be left clean, including the range, refrigerator, bathroom closets, cabinets, walls, floor, porches, and yards.
- ~~a-e.~~ The Tenant shall ensure that all debris, rubbish, and discards are placed in proper containers after move-out.
- ~~a-f.~~ The Tenant shall ensure all moneys owed to the Landlord, such as rents, late charges, returned check fees, damages, etc., are paid in full.
- ~~a-g.~~ The Tenant shall return all keys to the Premises on the day of move-out.
- ~~a-h.~~ All utilities (other than cable television, telephone service and internet access) separately metered and billed directly to the Tenant must remain in the Tenant's name through the move out date.

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14. **CONDITION OF THE PREMISES:** Tenant has made an inspection of the property, and Tenant agrees that the property is in a fit and habitable condition, except for such damages as have been itemized on the move-in inspection sheet submitted within five (5) days after occupation of the Premises by Tenant. Any damage not listed in the above mentioned report may be charged to Tenant at the time of the Landlord's final inspection at the termination of this Lease. Each party should keep a copy of the reports by which each has notified the other of deficiencies and damages to the Premises.

15. **FAILURE TO PERMIT POSSESSION:** Time is of the essence in the manner of possession of the Premises, and if Landlord willfully fails to deliver possession of the Premises to the Tenant, Rent abates until possession is delivered, and Tenant may terminate this Lease upon five (5) days written notice to Landlord. Upon such termination, Landlord shall return all prepaid Rent and Security Deposits.

16. **REPAIRS TO PREMISES:** The Tenant shall give the Landlord prompt notice of any defects in or damage to the water and sewer lines, electrical wiring, HVAC systems, or any other part of the Premises and shall likewise give the Landlord prompt notice of any defects in or damage to any of the appliances such as range, oven, refrigerator, dishwasher, or any other fixtures that are now or may be placed in the Premises by Landlord. The Landlord agrees to use due diligence in repairing, at Tenant's expense, the said Premises and fixtures whenever they have been damaged by the misuse or neglect of the Tenant, his family, servants, guests, or employees.

17. **UTILITY SERVICE:** The Army currently operates all utilities under a privatized agreement. Tenant(↔) ___ will be ___ will NOT be billed for utilities (sewer, water-, gas, and electricity) at the current pass-through rate, on a per square foot basis, as established by the Army to Fort Monroe Authority (FMA) pending transfer of utilities to FMA operations at which time Tenant(↔) may be billed on actual consumption via an individual unit meter as applicable. **Residents Tenants will receive notice of changes thirty (30) days prior to the effective date of the change.** If cable television, internet access, and telephone service are desired, set up and payment of these services are the sole responsibility of the Tenant(↔).

18. ASSIGNING AND SUB-LEASING: The Tenant shall not assign or sublet the Premises during the Term without the written consent of the Landlord, or give accommodation to any roomers or lodgers or permit the use of the Premises for any purpose other than as a private dwelling solely for the Tenant and occupants listed on the Lease.

19. UNLAWFUL USE/DISTURBANCE ETC.: The Tenant shall not use or permit use of the Premises for any unlawful purpose, or do or permit any unlawful act in or upon the Premises. The Tenant shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts, or convenience of neighboring tenants.

20. PETS: No dogs, cats, birds, or pets of any kind shall be permitted, kept or harbored in the Premises without Tenant having first obtained the written consent of Landlord. A Pet Addendum must be completed and all requirements agreed to such as breed and size restrictions and pet deposits. Pet waste must be picked up daily. Charges related to extermination services related to fleas are the pet owner's responsibility. Pets are not permitted to be tied up and left outside, and must be restrained by a leash anytime they are outside of your fenced yard.

21. LOCKS AND KEYS: Tenants shall not place additional locks on any doors of the premises. Landlord agrees that Tenant may request to have locks on the doors to the Premises changed at Tenant's expense. The charges will be billed to the Tenant's account and must be paid prior to the next Rent payment.

22. MODIFICATIONS TO AND USE OF PREMISES: Without the express, written consent of the Landlord, the Tenant shall not: (i) apply paint, stain, varnish, wallpaper, or contact paper to any portion of the Premises, such as walls, ceilings, floors, doors, windows, molding, trim, shelves, or cabinets; (ii) install any household improvements affecting the floors, walls, ceilings, doors, or windows of the Premises; (iii) install any antenna or satellite dish of any kind in, on, or about the Premises; (iv) install any fence in, on, or about the Premises; or (v) store any item or use any portion of the attic or under the building; these areas are for maintenance use only. Tenant agrees that any such item will be deemed abandoned and may be disposed of by Landlord. No physical, or cosmetic alterations are permitted in the historical residential homes.

23. WINDOWS AND BALCONIES, ETC.: The Tenant shall not keep or permit anything to be kept on the window sills and shall not permit anything to be thrown out of the windows of the Premises or permit the dusting or shaking of mops, brooms, or other cleaning materials out of either the windows or doors of the Premises. To maintain the uniform appearance of the Premises, Tenant shall not install air-conditioners, awnings, or projections of any kind to the outside of the Premises or attach to or hang in the windows or window attachments of the Premises anything not approved in advance by the Landlord. Any such projection or window attachment owned by the Tenant must be removed by the Tenant upon surrendering the Premises, if such removal can be effected without damage to the Premises. Shades are furnished for all windows, but not for the

doors. These shades may only be removed for cleaning. Clean with a mild soap and cool water and hang to dry. Use caution when pulling on the shade to lift and lower. Damaged shades are the responsibility of the [Resident-Tenant](#) and must be replaced with the same style and brand at the Residents expense. Curtains must show white to the exterior.

24. **MISSUSE OF PLUMBING:** The commodes and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed; and no sweepings from floors, disposable diapers, rags, ashes, sanitary napkins, wipes, paper towels, food, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse or negligence shall be charged to the Tenant.

25. **FIRE HAZARD:** Tenant covenants that he will not do and will not permit to be done any act which will increase the fire hazard or rate of fire insurance on Premises, or any property thereon, that he will obey all state and municipal laws and regulations relating to fire hazards, fire protection, and sanitation, and that he will not commit any nuisance on the Premises.

26. **FIRE OR CASUALTY DAMAGE:** If the Premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, Tenant may immediately vacate the Premises and notify Landlord in writing within fourteen (14) days thereafter of his intention to terminate this Lease, in which case this Lease shall terminate as of the date of vacation. If continued occupancy is lawful, and the aforementioned notice is not given, then rent shall abate to the degree that the fair market rental of the affected or damaged demised unit is less than the rent herein agreed to be paid by the Tenant. Such abatement shall occur only until the damage to the unit or the damage to the premises affecting the unit is repaired. The Tenant is strongly advised to secure a renter's insurance policy that can cover the cost for repairs for damages to the Premises caused by the Tenant as well as damages to personal property.

27. **CONDEMNATION:** This Lease shall terminate if the Premises become uninhabitable because of condemnation, unless the condemnation can be reversed by repairs effected by Landlord within thirty (30) days of such condemnation. Any such repairs shall be at Tenant's expense if caused by Tenant's willful, reckless or negligent conduct.

28. **TENANT OBLIGATIONS:** In addition to all other terms of this Lease, Tenant shall:

- a. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- ~~a-b.~~ Keep the demised unit clean and safe.
- ~~a-c.~~ Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

If the Landlord deems that the Tenant has not materially complied with the terms of this Lease (except for nonpayment of Rent, the remedy for which is provided by paragraph 6

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hereof), Landlord may deliver a written notice to the Tenant that specifies the acts or omissions constituting the breach and that this Lease shall terminate upon a date thirty (30) days after receipt of said notice if the breach is not remedied within twenty-one (21) days. If Tenant shall fail to remedy said breach in a timely fashion, Tenant's right to possession shall be forfeited as of the date of termination, and the Landlord shall have all rights and remedies authorized by statutory or common law.

29. ABSENCE OF TENANT: Tenant shall give Landlord notice of any anticipated absence of Tenant from demised unit in excess of seven (7) days. If the Tenant shall wrongfully quit, vacate, or abandon the Premises, Tenant must pay Landlord for such Rent and upon such terms as the Landlord may reasonably deem proper; and in the event the Premises are relet, the Tenant shall be and remain liable for any deficiency in Rent and any expenses incident to such reletting as well as any damages which Landlord may have sustained by virtue of the Tenant's use and occupation of the Premises.

30. LANDLORD'S ACCESS TO UNIT: Landlord will have access during reasonable hours to inspect the Premises, to make necessary repairs and, during the last thirty (30) days of the term of this Lease, to show the Premises to prospective tenants; but only if reasonable written, telephone, or personal notice of Landlord's intent to enter the Premises is given to the Tenant. Unless the situation requires sooner access, such notice will be given at least twenty-four (24) hours in advance. Landlord may enter the Tenant's apartment without first securing Tenant's consent when a bona fide emergency exists which threatens serious loss, damage, or injury to persons or property.

31. WAIVERS: No waiver of any breach of any covenant, provision, or condition contained on this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled, or adjusted, this Lease shall continue in full force and effect as if no breach has occurred.

32. ENTRANCES, WALKS, YARDS, ETC.: Tenant shall not deposit, park, or permit the depositing or parking of any baby carriages, strollers, bicycles, tricycles, roller skates, and the like in or upon either the walks, parking areas, entrance to halls, stairways, meter rooms, or other places where such objects would either cause inconvenience or constitute safety hazards to Landlord, his agents or tenants, their families, servants, employees, or guests. Tenants are responsible for keeping their yards neat and clean. Tenants are responsible for the removal of snow from the entrance and sidewalks in front of their apartments. No Digging Is Permitted. Sheds are not allowed. Resident's-Tenants are responsible for maintaining the inside and outside of their fenced yards in a clean (free of debris and trash) and well-manicured condition. Grass must be cut no less than twice monthly during the growing season (April through November) and must be watered as needed to maintain a healthy appearance. Sidewalks must be edged. There is NO adding to, or removing from, the flower beds. Shrub and bushes are to be neatly maintained and not permitted to become overgrown. Hoses are to be stored. In the event the yards are NOT maintained as described above, the owners, or management agent, reserves the right to engage the services of contractor(s) to maintain the yards and flower beds in a clean

and well-manicured condition. The cost for those services will be the responsibility of the resident.

33. **PLAYGROUNDS, PARKS, ETC.:** The Tenant shall have the right to use the playgrounds and parks as may be provided by the Landlord for the purpose of playing, recreation, and the like, provided, however, bicycles, roller skates, and the like shall only be used in the playgrounds and in such other areas as may be designated by the Landlord.

34. **TRASH AND GARBAGE:** The Landlord may designate how and where garbage and/or trash may be stored and the manner of disposal of the same. Tenants are provided with 2 roll out containers. They must be placed outside of your fence the “evening” before collection. Containers are to be placed back inside your fenced yard the day of collection. No personal trash or recycling receptacles of any material shall be stored outside of the Premises at any time except in designated areas. Until closure of Fort Monroe in September 2011, the Army will continue to provide trash pick-up. After closure, Tenant will be given instructions for the new trash collection procedure.

35. **CONTEXT OF AGREEMENT:** Where the context requires, words in the singular shall be substituted for the plural and vice versa; words in masculine shall be substituted by any gender; and the term Landlord shall be read to include the term “and/or his agent.” This instrument shall not be a lien against said Premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and be superior and prior in lien of this Lease irrespective of the date of recordings and the Tenant agrees to execute any such instrument without cost which may be deemed necessary or desirable to further effect the subordination of this agreement to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord or the Landlord’s assigned and legal representatives to the option of canceling this Lease without incurring any expense or damage and the Term hereby granted is expressly limited accordingly.

36. **VERBAL PROMISES:** No verbal or oral promises that change or add to or contradict the above written provisions of this lease shall be effective, except as provided by law. All modifications to this Lease must be made in writing.

37. **MASTER LEASE OR DEED OF TRUST:** Notice is hereby given of the existence of a lease (Department of the Army Lease Number DACA65-1-11-25, hereinafter “Master Lease”) made for the Premises between the Secretary of the Army and the Fort Monroe Authority (“FMA”), of which Landlord is an agent. Tenant is subject to the terms and conditions of the Master Lease. Landlord shall provide Tenant a copy of the Master Lease upon request. Nothing contained herein shall in any way conflict with the Master Lease. If any of the provisions of the Master Lease conflict with those of this Lease, the applicable provisions of the Master Lease will control.

It is further agreed that this Lease shall be subordinate to any and all Deeds of Trust that may hereafter be placed against said Premises and that the recording of said mortgage or mortgages shall have preferences and precedence and be a superior lien to this Lease irrespective of the date of recording.

38. **INSPECTION:** The right is hereby reserved to the Government, its representatives, and employees of OPCRES and the FMA to enter the Premises at any time for the protection of the interests of the Government. Reasonable notice, typically twenty-four (24) hours or more, will be given to Tenant before inspection, except in instances where a bona fide emergency exists which threatens serious loss, damage, or injury to persons or property. The opportunity shall be afforded to the Tenant's representative to accompany the representatives of the Government, OPCRES, and the FMA. The Tenant shall have no claim of any character on account of any such inspection against the Government or any other officer, agent, or employee thereof.

39. **CLAIMS:** The Government shall not be responsible for damages to any persons or property arising from the Tenant's use of the Premises, and the Tenant shall indemnify and hold the Government harmless from any and all claims for such damages. The provisions of this condition shall not apply to such claims cognizable under the Virginia or Federal Tort Claims Acts, as amended, as those statutes may be applicable.

40. **DAMAGE TO POST PROPERTY:** Any property of the United States damaged or destroyed by the Tenant incident to the Tenant's use and occupation of said property shall be promptly repaired or replaced by the Tenant. If required by the Post Commander, the Tenant shall pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government Property.

41. **RULES AND REGULATIONS:** The use and occupancy of the Premises shall be subject to such rules and regulations as the Post commander of the Fort Monroe Military Reservation, Virginia may from time to time reasonably prescribe for military requirements and for safety and security purposes, consistent with the use of the premises for housing. Tenant shall exert every effort to maintain a state of cleanliness and order, in and around the buildings and grounds, suitable for a Military post. Further, Tenant agrees to abide by the *Rules and Regulations for Tenants* ("Rules and Regulations") annexed hereto, and made a part of this Lease and such amendments, additions, and modifications thereto as may from time to time be made by the Landlord for the safety, comfort, convenience, and welfare of the occupants. After closure of Fort Monroe in September 2011, an updated Rules and Regulations Guidebook will be issued to the Tenant.

42. **MANAGEMENT:** Old Point Comfort Real Estate Services, LLC, whose address is: One Columbus Center, Suite 700, Virginia Beach, Virginia 23462, manages the Premises and is authorized to act as Landlord in all management of the Premises and the Property.

43. **POLICE JURISDICTIONS:** Police Jurisdiction for the area is vested in the Military, and Military Police will be authorized, when necessary, to make arrest of civilian occupants and may hold such arrested occupants for delivery without delay, to a civil law enforcement agency such as the United States Marshall. Army representatives, including personnel of Fire, Medical, and Engineer Post Control Sections, may enter any portion of the leased premises in performance of their duties.

44. **APPLIANCES:** Tenant will be provided with a list of appliances currently in the unit. Tenant may not remove or alter these appliances. Landlord has the right to inspect the appliances and obtain serial numbers and other identifying information from them with reasonable notice to Tenant.

45. **ADDITIONAL OCCUPANTS:** The following persons, and no others, shall be the sole occupants of the Premises, unless otherwise agreed to between the Landlord and Tenant in a separate Addendum:

Name	Age	Relationship to Tenant
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

46. **ADDITIONAL PROVISIONS:**

- a. This Lease and all of its terms and conditions are subject to and governed by the Master Lease and the Virginia Residential Landlord and Tenant Act, *Code of Virginia* §§ 55-248.2-248.40, as amended.
- b. The Landlord and Tenant agree that they will execute any addenda or modifications necessary to conform this Lease to the fully executed Master Lease.
- c. After September 15, 2011, or earlier date of transfer of family housing to the FMA or the Commonwealth of Virginia, Landlord shall continue as the authorized leasing agent for family housing, and this Lease shall remain in full force and effect between Landlord and Tenant.

In Witness whereof, the Tenants have respectively executed this Lease in duplicate as of the day and year first above written and hereby acknowledge receipt of an executed copy of this Lease, Addendum #1 (Environmental Provisions), Addendum #2 (Lead Paint Disclosure), Addendum #3 (List of Appliances), Addendum #4 (*Drugs, Firearms, and Harmful Acts Addendum*), ~~and~~ Addendum #5 (the Rules and Regulations), and Addendum #6 (Utility Transition).

OLD POINT COMFORT REAL ESTATE SERVICES, LLC

By: _____ Date: _____
AGENT

TENANT Date: _____

TENANT Date: _____

ADDENDUM #1

ENVIRONMENTAL PROVISIONS

The Tenant must comply with these provisions to the extent they are applicable to the Tenant. Note: Tenant is referred to as “sub-lessee” and the FMA is referred to as “Lessee” in the Master Lease. The following provisions are hereby adapted and incorporated from the Master Lease:

23. ENVIRONMENTAL PROTECTION

a. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources. The Lessee shall not disrupt, inflict, damage, obstruct, or impede ongoing environmental restoration work on the Leased Premises or anywhere else on Fort Monroe. The Lessee shall, to the extent not prohibited by applicable law, indemnify the Lessor for any costs incurred as a result of Lessee’s breach of this provision. The Lessee must obtain approval in writing from the Garrison Commander for a plan for the application of pesticides or herbicides (“Application Plan”) before the application thereof to the Leased Premises. Following said approval, all applications of pesticides and herbicides on the Leased Premises shall be in accordance with the Application Plan.

b. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any regulatory or environmental permits required for its operations under the Lease, independent of any existing permits. The Lessee or sublessee shall be required to obtain its own Environmental Protection Agency (“EPA”) Identification Number, if applicable.

c. The Lessor’s rights under this Lease specifically include the right for officials of the Lessor to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Lessor normally will give the Lessee twenty-four (24) hours prior to notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the Lessor or any officer, agent, employee, or contractor thereof, except as may be authorized under the Federal Tort Claims Act or other applicable law.

d. The Lessee shall not construct or make or permit its sublessees or assigns to construct or make any alterations, additions, or improvements to or installations upon or otherwise modify or alter the Leased Premises in any way which may adversely affect the cleanup, human health, or the environment without the prior written consent of the Lessor. Such consent may include a requirement to provide the Lessor with a

performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Lessor.

e. The obligations of Lessee under this Condition shall be in addition to and not in lieu of any requirements found in Conditions 33 and 34.

29. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC), UNEXPLODED ORDNANCE (UXO), DISCARDED MILITARY MUNITIONS (DMM), MUNITIONS CONSTITUENTS (MC) AND MUNITIONS DEBRIS DEFINITIONS

The terms Munitions and Explosives of Concern (MEC), Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Munitions Constituents (MC) and Munitions Debris shall mean:

Munitions and explosives of concern (MEC) – This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks and means UXO, as defined in 10 U.S.C. 101(e) (5); DMM, as defined in 10 U.S.C. 2710(e) (2); or MC (e.g., explosives), as defined in 10 U.S.C. 2710(e) (3), present in high enough concentrations to pose an explosive hazard. (U.S. Army, 2005)

Unexploded Ordnance (UXO) – Military munitions that:
Have been primed, fused, armed, or otherwise prepared for action;
Have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and
Remain unexploded whether by malfunction, design, or any other cause. (10 U.S.C. 101(e) (5))

Discarded military munitions (DMM) – Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations. (10 U.S.C. §2710(e) (2))

Munitions constituents (MC) – Any materials originating from UXO, DMM, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C 2710(e) (3))

Munitions debris – Remnants of military munitions (e.g., fragments, penetrators, projectiles, shell casings, links, fins) remaining after munitions use, demilitarization, or disposal.

31. CERCLA ACCESS CLAUSE

The Lessor and the Virginia Department of Environmental Quality (“VDEQ”), and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any sublessee, to enter the Leased Premises in any case in which a response action or correction action is found to be necessary, or is in progress on the Leased Premises, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:

- a. To conduct environmental responses, including investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings, and other activities related to the Installation Restoration Program (“IRP”), or other environmentally related programs;
- b. To inspect field activities of the Lessor and its contractors and subcontractors in implementing the Fort Monroe IRP, Military Munitions Response Program (“MMRP”), or other environmentally related programs;
- c. To construct, operate, maintain or undertake any other environmental response action (e.g., investigation, installation of monitoring wells, and implementation of corrective measures) required or necessary under any CERCLA.

32. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION

The Lessee agrees to comply with the provisions of health or safety plans prepared for environmental response activities under the Defense Environmental Response Program (e.g., Army’s Installation Restoration or Military Munitions Response Programs) during the course of any of response action. Any environmental response activity (e.g., inspection, survey, investigation, or other corrective measures) will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sublessees. The Lessee or sublessees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except as authorized under the Federal Tort Claims Act. In addition, the Lessee and any sublessees shall comply with all applicable federal, state, and local occupational safety and health regulations.

38. NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS (ACM) AND COVENANT

- a. The Lessee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing materials (“ACM”) have been found in buildings on the Leased Premises, as described in Section 4.5 of the Environmental Condition of Property Report, attached as Exhibit E.
- b. The Lessor has agreed to transfer the Leased Premises to the Lessee, prior to remediation of any asbestos hazards, in reliance upon the express representation and promise that the Lessee will, prior to use or occupancy of the Leased Premises, agree to

undertake any and all abatement or remediation within buildings on the Leased Premises that may be required under applicable law or regulation. The Lessee acknowledges that the consideration for leasing the said Leased Premises is negotiated based upon the Lessee's agreement to the provision contained in this Condition.

c. The Lessee agrees that its use and occupancy of the buildings on the Leased Premises will be in compliance with all applicable laws relating to asbestos; and that during the term of the Lease, Lessor assumes no liability for remediation of asbestos or damages for personal injury, illness, disability, or death, to the Lessee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM in buildings on the Leased Premises, whether the Lessee, its sublessees or assigns have properly warned or failed to properly warn the individual(s) injured. The Lessee agrees to be responsible for any remediation of asbestos found to be necessary in buildings on the Leased Premises during the term of the Lease.

d. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability.

e. The Lessee acknowledges that it has the opportunity to inspect buildings on the Leased Premises as to their asbestos content and condition and assumes all responsibilities imposed upon the Lessor under this Subcondition. The failure of the Lessee to inspect, sample or to be fully informed as to the asbestos condition of all or any buildings on the Leased Premises, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Lease.

f. The Lessee further agrees, to the extent authorized by applicable law, to indemnify and hold harmless the Lessor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos in buildings on the Leased Premises after the commencement of the Original Lease Term, or any remediation or abatement of asbestos in buildings on the Leased Premises during the term of this Lease.

39. LEAD-BASED PAINT

a. The Lessee is hereby informed and does acknowledge that all buildings on the Leased Premises, which were constructed or rehabilitated prior to 1978, are presumed to 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 Residential Housing, lessors must disclose to lessees and sublessees the presence of lead-based paint and/or lead-based paint hazards therein. "Residential Housing" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. A risk assessment or inspection for possible lead-based paint hazards by the Lessee is recommended prior to lease.

b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the ECP, referenced in the Condition Survey Report attached as Exhibit D, which have been provided to the Lessee. Additionally, the Lessee has been provided with a copy of the federally-approved pamphlet on lead poisoning prevention, and acknowledges that all sublessees must also receive this pamphlet. The Lessee hereby acknowledges receipt of all of the information described in this Subcondition.

c. The Lessee covenants and agrees that it shall not permit the occupancy or use of building 14 as Residential Housing.

d. The Lessor has agreed to transfer the Leased Premises to the Lessee, prior to remediation of any lead-based paint hazards, in reliance upon the express representation and promise that the Lessee will, prior to use or occupancy of the Leased Premises, agree to undertake any and all abatement or remediation within buildings on the Leased Premises that may be required under applicable law or regulation. The Lessee acknowledges that the consideration for leasing the said Leased Premises is negotiated based upon the Lessee's agreement to the provision contained in this Condition.

e. The Lessee agrees that its use and occupancy of the buildings on the Leased Premises will be in compliance with all applicable laws relating to lead-based paint; and that during the term of the Lease, Lessor assumes no liability for remediation of lead-based paint or damages for personal injury, illness, disability, or death, to the Lessee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint in buildings on the Leased Premises, whether the Lessee, its sublessees or assigns have properly warned or failed to properly warn the individual(s) injured. The Lessee agrees to be responsible for any remediation of lead-based paint found to be necessary in buildings on the Leased Premises during the term of the Lease. The Lessor assumes no liability for damages for personal injury, illness, disability, death or property damage arising from any exposure or failure to comply with any legal requirements applicable to lead-based paint in any of the buildings during the Lease terms of the Lease.

g. The Lessee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint

hazards in buildings on the Leased Premises prior to execution of this Lease and assumes all responsibilities imposed upon the Lessor under this Subcondition. The failure of the Lessee to inspect, sample or to be fully informed as to the lead-based paint condition of all or any buildings on the Leased Premises, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Lease.

h. The Lessor, following initiation of the term of this Lease, assumes no liability for remediation or damages for personal injury, illness, disability, or death to the Lessee, its successors or assigns, sublessees, or to any other person, including members of the general public, arising from or incident to possession and/or use of buildings on the Leased Premises containing lead-based paint as Residential Housing. The Lessee further agrees to the extent authorized by applicable law to indemnify and hold harmless the United States, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of buildings on the Leased Premises containing lead-based paint as Residential Housing during the Lease Term. This Condition and the obligations of the Lessee hereunder shall survive the expiration or termination of this Lease and any conveyance of the Leased Premises to the Lessee or reversion to the Commonwealth of Virginia. The Lessee's obligation hereunder shall apply whenever the Lessor incurs costs or liabilities for actions giving rise to liability under this Condition.

