



JPMorgan Chase Bank, N.A.
PO BOX 469030
Glendale, CO 80246-9030

May 27, 2011

John [REDACTED]
[REDACTED]
[REDACTED]

SCRA short sale inquiry

Account: [REDACTED]

Property Address: 228 [REDACTED]
[REDACTED]

Dear John [REDACTED]:

We are responding to your recent request about a short sale for the account above. You recently asked about your eligibility to participate in the short sale option through our Homeowners Assistance Department.

We would like to take this opportunity to remind you of benefits potentially available to you under the Servicemembers Civil Relief Act ("SCRA"). You may be eligible for an interest rate cap of 6% per year on your loan while you are on active duty and for one year after your active duty service ends. In addition, you may qualify for protections from foreclosure, sale, and seizure of property while on active duty and for nine months after your active duty military service ends. Further, you may be eligible for protections from negative credit reporting and eviction. You may wish to speak with an attorney about the benefits potentially available to you before continuing with the proposed short sale.

If you still wish to proceed, in order for us to begin the short sale process, the attached Voluntary SCRA Waiver must be signed and returned to us at the address or fax number provided below. If the Waiver is executed, acknowledged, and/or initialed via fax, it will be considered the same as an original signature.

Regular/Overnight Mail: Chase Fulfillment Center
710 South Ash St.
Suite #200
Glendale, CO 80246

Fax: (866) 282-5682

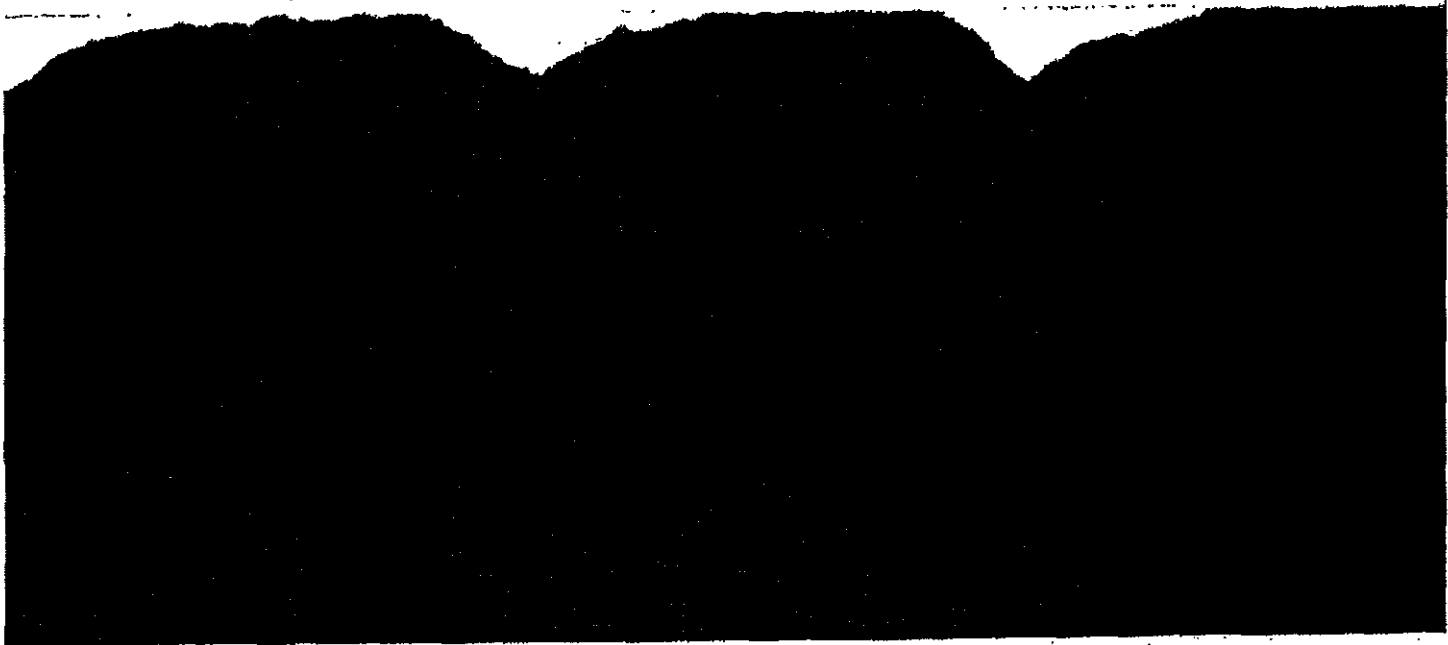
Please note that a short sale option will not be considered until a signed copy of the enclosed Voluntary SCRA Waiver is received by us at the address or fax provided above.

Voluntary Waiver of SCRA Rights

I, [REDACTED], acknowledge that I may be eligible for protections under the Service members Civil Relief Act ("SCRA"). I understand that the benefits of the SCRA for eligible service members include, for certain debts, a maximum interest rate of 6% per year while on active duty and for one year after the completion of active duty service. In addition, the SCRA provides qualifying service members protection from sale, foreclosure, or seizure of property, or eviction, during active duty and for nine months after the completion of active duty service, and from default judgments.

I have a loan serviced by JPMorgan Chase Bank, N.A. ("Chase"). The loan number on my loan is [REDACTED]. The loan has a current unpaid principal balance of \$520,000.00 as of May 27, 2011. The loan is secured by an interest in property located at [REDACTED]. I acknowledge that as a service member as defined by the SCRA, I may be eligible for certain SCRA protections on this loan. I acknowledge that as a service member, as defined by the SCRA, Chase extends additional benefits for loans beyond those required by the SCRA. The benefits available to service members under Chase policy may include loan modifications, deeds in lieu of foreclosure, and forbearances, among other loss mitigation alternatives. In addition, Chase policy may provide for interest rates below 6% and foreclosure protection beyond nine months after the completion of military service. In addition, Chase may provide for additional foreclosure protections for active duty service members in some circumstances.

I acknowledge and understand the various protections and/or benefits potentially available to service members under the SCRA and Chase policy. Understanding these benefits, it is my intent for Chase to approve the short sale of the property located at [REDACTED]. I acknowledge that Chase has in no way solicited, required, demanded, or otherwise requested that I waive any of my SCRA rights. I have been advised that I should seek the advice of an attorney prior to executing this waiver. I have also been advised that I should seek professional tax advice regarding the effects of this waiver. I acknowledge that I have read and understand this waiver. No conditions or promises were made to me in conjunction with this waiver. I hereby, knowingly and voluntarily, consent to the short sale of the property referenced above, and waive and surrender any and all rights to which I may be eligible under the SCRA in connection with that sale. This waiver is executed during or after my period of active service.



**LEASE ADDENDUM REGARDING
U.S. SERVICEMEMBERS' CIVIL RELIEF ACT**
(Each Tenant must sign a separate Addendum)

➔ 1. **Reason for Addendum.** In order to balance the needs of Landlord and Tenants and allow Tenants that are service members in military service with the Army, Navy, Air Force, Marines or Coast Guard (whether on active duty with the regular armed services, National Guard or Reserves) or commissioned officers of the Public Health Service or the National Oceanic and Atmospheric Administration (collectively "Servicemember") to meet their military service obligations and, further, in order to comply with the requirements of the U.S. Servicemembers' Civil Relief Act ("SCRA") and the Virginia Residential Landlord Tenant Act ("VRLTA"), Landlord and each Tenant have executed this Addendum.

2. **Military Status; Notice Requirement.** The undersigned Tenant ____ is or ____ is not a Servicemember entitled to benefits under the SCRA. Tenant agrees to notify Landlord at any time, if and when Tenant's military status changes, they are required to go on temporary duty ("TDY") for three (3) months or more, they receive orders for a permanent change of station ("PCS") or their duty station changes or is scheduled to change, or if Tenant's military duties otherwise interfere or reasonably may interfere with Tenant's duties and obligations under the Lease.

3. **TDY and PCS.** Tenant acknowledges that Para. # ____ of the Lease requires that Tenant notify Landlord if Tenant is not going to occupy the property or be away from the property for more than seven (7) consecutive calendar days, even if Tenant goes on TDY or receives orders for a PCS. If such event(s) occur, Tenant shall timely notify Landlord prior to such TDY or PCS (except in emergency situations) and make suitable arrangements to ensure that the remaining terms and conditions of Tenant's Lease are satisfied. Specifically, Tenant is reminded of their duty to timely pay any and all rent due, protect the property, and keep the property secured.

➔ 4. **Waiver of SCRA; Non-Waiver of VRLTA Rights.** In accordance with SCRA § 517 (as amended or replaced from time to time) Tenant hereby waives all rights, duties and liabilities of any kind under the U.S. Servicemembers' Civil Relief Act, including but not limited to those provisions relating to automatic stays of proceedings for eviction, for nonpayment or rent or other breach of the Lease. This waiver shall not be deemed or construed to reduce or adversely effect Tenant's rights reserved under the VRLTA, namely Va. Code Ann. § 55-248.21:1 (Early Termination of Rental Agreement by Military Personnel), including but not limited to Tenant's right to terminate the Lease early if certain conditions relating to TDY or PCS occur. All other rights, duties and obligations of Landlord and Tenant set forth in the Lease shall remain unchanged and in full force and effect.

LANDLORD:

TENANT:

Sign and Print Name (Date)

Sign and Print Name (Date)



**VIRGINIA ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE**



(This is a legally binding contract. If not understood, seek competent advice before signing.)

EFFECTIVE DATE OF LEASE: _____

This Property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable and federal, state and local fair housing laws and regulations.

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 20____, by and between _____ ("Landlord") whose address is _____ through _____ ("Listing Broker," who represents Landlord) whose address is _____; and _____ ("Tenant"); or does not ☐ represent Tenant). Listing Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Landlord the Dwelling Unit hereinafter described (the "Dwelling Unit") on the terms and conditions set forth in this Lease.

1. SUMMARY OF LEASE TERMS:

a. Address of Dwelling Unit:

b. Term

Commencement Date of Lease: _____ at _____ am/pm
Length of Term is: _____
Lease Term Ends: _____ at _____ am/pm

c. Rent

Monthly Rent: \$ _____
Per Diem Rent: \$ _____
Prorated Rent (for period from _____ to _____): \$ _____
Additional Rent:
 Non-Refundable Lease Fee: \$ _____
 Non-Refundable Pet Fee, if applicable: \$ _____
 Pet Rent, if applicable: \$ _____
 Damage Insurance: \$ _____
 Actual cost of policy: \$ _____
 Administrative fee: \$ _____
 Opt-out fee: \$ _____
 Renter's Insurance: \$ _____
 Actual cost of policy: \$ _____
 Administrative fee: \$ _____
 Opt-out fee: \$ _____

Landlord and Agent will not be liable to Tenant or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord and Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant.

14. **PETS.** No pets of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum." Landlord reserves the right, however, to prohibit pets, except for qualified service animals, completely from the Dwelling Unit and Premises.
15. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Lease", which by this reference is made a part of this Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.
16. **FINANCIAL RESPONSIBILITY.** If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit are situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.
17. **NOTICE.** All notices shall be in accordance with Section 55-248.6 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.
- ➔ 18. **MILITARY.**
 - a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technicians with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
 - b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, Tenant may do so by serving on Landlord a written notice of termination at least thirty (30) days prior to the next Rent due date. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
 - c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in section 3 of this Lease.
 - ➔ d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or

part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.

- e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

19. CANCELLATION; RENEWAL.

- a. Either party may terminate this Lease in accordance with section 1(j) of this Lease. If notice of termination is not timely given, the Term of this Lease shall be extended upon the same terms and conditions as set forth in this Lease, for the term specified in section 1(j) until either party gives timely notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth herein is less than the number of days specified in section 1(j) to terminate this Lease, then the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.

If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice in accordance with section 1(j) of this Lease, advising Tenant of the new terms and conditions of a renewal lease. Should Tenant fail to provide Landlord timely written notice of Tenant's intentions to terminate the Lease in accordance with the preceding subsection (a), Tenant shall be deemed to have agreed to the terms and conditions set forth in Landlord's notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this section.

- b. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum, other provisions of this Lease, or as Landlord reasonably determines.

20. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the term of the Lease upon one of the following:

- a. Material Noncompliance by Tenant Failing to Pay Rent When Due. If Tenant fails to pay Rent when due or pays Rent with a bad check, and such failure continues after Landlord has served a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease and the VRLTA.
- b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within twenty-one (21) days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate thirty (30) days after Landlord has served such notice.
- c. Repeat Violations. If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant intentionally has committed a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant a thirty (30) day termination notice for such repeat violation. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- d. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Landlord may serve on Tenant a termination notice stating that this Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by giving of written notice thereof. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of

AGREEMENT REGARDING THE SERVICEMEMBERS CIVIL RELIEF ACT

(Each Tenant must sign a separate Agreement)

1. **Agreement:** This Agreement relates to the rental agreement dated 09/17/2013 between Timbers Norfolk, LLC DBA Timbers Townhomes (the Lessor) and Riana Feemster (Tenant/Dependant) for the leased premises described 7010 #4 Northgate Drive Norfolk, VA 23513 (the Lease).

→ 2. **Reason for Agreement:** For purposes of the Servicemembers Civil Relief Act ("SCRA"), it is important for the landlord to be advised of the military status of the Tenant. Further, the SCRA permits the waiver of certain rights under the SCRA, and this Agreement contains such a waiver.

3. **Military Status:** The tenant represents as follows:

The Tenant (check one) ☐ IS or ☐ IS NOT an active member in the military service of the United States.

If the Tenant is in the military service of the United States, the names, address and telephone number of the Tenant's command is:

The Tenant agrees to immediately notify the landlord in writing of changes to the Tenant's or the Tenant's command's mailing address or phone number or changes to the Tenant's military status.

→ 4. **Waiver:** In accordance with the provisions of 50 App. U.S.C.A. 517, if the Tenant is, at the time of signing this Agreement, in the military service of the United States, the tenant/Dependant may waive certain rights under the Servicemember Civil Relief Act relating to the Lease, including the Landlord's need to appoint a Guardian Ad Litem to represent our interest before obtaining judgment for rent, interest, utilities, late fees, attorney's fees and other damages as well as eviction from the leased premises. The service member expressly acknowledges by executing this agreement that he/she waives such rights under the Servicemembers Civil Relief Act and that Landlord will not be required to appoint a Guardian At Litem (should Tenant/Dependant fail to appear in court) in order to obtain judgment for the items listed above and possession of the leased premises.

5. **Other rights unchanged:** This Agreement is separate from the Lease and does not, except as expressly state herein, modify any of the contractual rights and duties of the Landlord or the Tenant set forth in the lease.

Signature of Tenant/Dependant

(SEAL) 9/17/13

Date

8/15/2012 me

WAIVER ADDENDUM
REGARDING THE
SERVICEMEMBERS CIVIL RELIEF ACT
(Each Resident Must Sign a Separate Agreement)

THIS WAIVER ADDENDUM REGARDING THE SERVICEMEMBERS CIVIL RELIEF ACT (this "Addendum") to the Apartment Lease dated 8/15/2012 (the "Lease"), by and between Landlord and Resident is incorporated and made an integral part of the Lease. Any term with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease.

A. Landlord: _____
B. Resident(s): _____
C. Community: Diamond Springs Apartments & Townhomes

RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.

RESIDENT:

Signature: _____

Date: 8/16/12

LANDLORD/MANAGEMENT:

By: _____

Name:

Title: Assistant Property Manager

Date: 7/8/12

RESIDENT AND LANDLORD AGREE AS FOLLOWS:

→ 1. Reason for Agreement. For purposes of the Servicemembers Civil Relief Act, 50 U.S.C. app. § 501 *et seq.* (the "Act"), the Landlord hereby requires Resident to disclose whether the Resident is a member of any branch of the United States Military, including, but not limited to, the Air Force, Army, Coast Guard, Marine Corps, Navy, the Virginia National Guard, or the National Guard of any other State or United States Territory, either active duty or reserves. Further, pursuant to the provisions of the Act, the Landlord requires all Residents to waive any and all rights under the Act. The Landlord is entitled to rely upon Resident's assertions for any and all purposes.

2. Military Status. The Resident states as follows:

I affirm that I AM _____ AM NOT _____ a member of the United States Military, either active duty or reserves.

If the Resident is in the military service of the United States, the names, address, and telephone number of the Resident's command is:

Branch: _____

Commanding Officer: _____

Address: _____

Phone Number: _____

Military Email: _____

3. Notice Requirement. The Resident agrees to immediately notify the Landlord in writing of any change to his or her command or military status during the term of the Lease. This obligation includes, but is not limited to, the requirement that any Resident not currently in the service of the United States military, must immediately notify the Landlord if he or she hereafter becomes a member of the military.

→ 4. Waiver. In accordance with the provisions of 50 U.S.C. app. § 517, if the Resident is, at the time of signing this Agreement, in the military service of the United States or a dependent of a service member in the military service of the United States, the Resident waives all rights under the Servicemembers Civil Relief Act relating to the Lease, the termination of the Lease, and/or eviction from the leased premises.

5. Other rights unchanged. This agreement does not, except as expressly stated herein, modify any of the contractual rights and duties of the Landlord or the Resident set forth in the Lease. To the extent that any laws impose any requirement on Landlord or Resident that is contrary to any provision of this Waiver Agreement, this Waiver Agreement shall be deemed to be automatically amended so as to comply with such law. The reformation of any provision of this Waiver Agreement shall not invalidate the Lease. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Waiver Agreement and the Lease shall be enforced.

MILITARY WAIVER

DATE:

THIS MILITARY WAIVER, by and between Archer's Green II, LLC, doing business as Archer's Green Apartments, hereinafter called Landlord; and hereinafter called Resident(s).

The Lease Agreement dated 2012 by and between Landlord and Resident(s) (the "Lease"), as written, is all inclusive and binding on Landlord and Resident(s), with the exception of the following amendments and/or revisions:

- 1. I agree to waive any and all rights which may be afforded to me or to which I may be entitled under the Servicemembers Civil Relief Act, (the "SCRA"), including the right to a stay of a judgment under Section 204 of the SCRA, and my eviction rights under Section 301 of the SCRA. Notwithstanding the preceding, I shall retain the right to terminate the Lease prior to the end of its term, in accordance with the provisions of Section 305 of the SCRA.
2. This waiver only applies to my rights and obligations relating to the Lease, and does not affect any other rights to which I may be entitled under the SCRA.

Please check one of the following boxes, as applicable:

- ☐ I am currently either a "Servicemember" or "Dependent," as those terms are defined in Section 101 of the SCRA, and/or Section 106 of the SCRA regarding members of the military reserves applies to me.
- ☐ I agree that should I become either a "Servicemember" or "Dependent" during the term of the Lease, and/or I become a reserve member ordered to report for military service pursuant to Section 106 of the SCRA, that this Military Waiver shall be binding.

IN WITNESS WHEREOF, Landlord and Resident(s) have executed this Military Waiver on the dates reflected below.

WITNESS our signatures: .

Date: _____

Landlord

Date: _____

Resident

Date: _____

Resident

rev. 12/07

MILITARY TRANSFER ADDENDUM

1. Addendum. This Addendum to the Lease dated 09/17/2013 between Timbers Townhomes known as Lessor and Rianna Reemster for the dwelling unit in Virginia, shall be incorporated in aforesaid Lease.

For the purposes of this addendum, "you" means a service member as defined by the "U.S. Service members Civil Relief Act" (SCRA).

- 2. Reason for Addendum. Congress has enacted into law the "U.S. Service members Civil Relief Act" (SCRA). This law, among other things, modifies the rights of military personnel to terminate a lease in certain cases and provides that military personnel may waive their rights under the SCRA in certain circumstances. There are different interpretations of how the SCRA affects dependents' and occupants' rights to terminate a lease in the event of a deployment. This addendum clarifies your rights and our obligations in the event of a deployment. This addendum provides for a limited waiver of the terms of the SCRA. However, we agree to grant individuals covered by the SCRA and their spouses all the rights described in this addendum.

3. Military personnel right to terminate. Except as provided in paragraphs 4 or 10 below, you or your spouse may terminate the Lease if you enlist or are drafted or commissioned in the U.S. Armed Forces during the original or renewal Lease term. You or your spouse also may terminate the Lease if:

- you are (1) a member of the U.S. Armed Forces or reserves on active duty or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- You (1) receive orders for permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

If you or your spouse terminates under this addendum, we must be furnished with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute permanent change-of-station orders.

4. Exception for termination upon deployment orders. If you or your spouse are terminating the Lease due to deployment orders, you or your spouse may terminate the Lease only on the condition that during the remainder of the original or renewal Lease term neither you nor your spouse will accept an assignment for or move into base housing, or move into other housing located within 45 miles of the dwelling unit described above.

If you or your spouse terminate the Lease and violate this paragraph, the Lease shall be deemed to have not been legally terminated and you and your spouse shall be in default under the Lease. In that event, we will have all legal remedies, including those described in the Lease, such as charging a termination fee as described in the Lease Termination Addendum and liquidated damages.

5. Effect of housing allowance continuation. The fact that the service member continues to receive a housing allowance for the service member's spouse and/or dependents after deployment does not affect the right of the service member or the service member's spouse to terminate unless otherwise stated in paragraph 10 of this addendum.

6. Other co-residents. A co-resident who is not a spouse of a service member may not terminate under this addendum. You and your spouse's right to terminate the Lease under this addendum only affect the Lease as it applies to you and your spouse; other resident's rights and obligations under the Lease remain unchanged.

7. Termination date. If you or your spouse terminate under this addendum, all rights and obligations of you and your spouse under the Lease will be terminated 30 days after the date on which the next rental payment is due, with the exception of obligations arising before the termination date and lawful security deposit deductions.

8. Representations. Unless you state otherwise in paragraph 10 of this addendum, you represent when signing this addendum that: (1) you have not already received deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; and (3) the term of your enlistment or obligation will not end before the Lease term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, less rent from others received in mitigation under the terms of the Lease. You must immediately notify us if you are called to active duty or receive deployment or permanent change of station orders.

9. Other rights unchanged. All other contractual rights and duties of both you and us under the Lease remain unchanged.

10. Addition provisions. The following provisions will supercede any conflicting provisions of the Lease and this addendum.

NONE

By:

Authorized Management Representative

Resident

Date

Resident

Date

Resident

Date

**AGREEMENT REGARDING THE
SERVICEMEMBERS CIVIL RELIEF ACT**
(Each lease signer must sign a separate Agreement)

1. **Agreement.** This Agreement relates to the lease agreement dated 04/01/2012, ("the Lease"), between the Landlord and Resident/Dependent identified below for the Leased Premises described as follows:

→ 2. **Reason for Agreement.** For purposes of the Servicemembers Civil Relief Act ("SCRA"), it is important for the Landlord to be advised of the military status of the Resident. Further, the SCRA permits the waiver of certain rights under the "SCRA", and this Agreement contains such a waiver.

3. **Military Status.** The Resident represents as follows:

The Resident (check one) _____ IS or _____ IS NOT an active member in the military service of the United States.

If the Resident is in the military service of the United States, the names, address, and telephone number of the Resident's command is:

The Resident agrees to immediately notify the Landlord in writing of changes to the Resident's or the Resident's command's mailing address or phone number or changes to the Resident's military status.

→ 4. **Waiver.** In accordance with the provisions of 50 App. U.S.C.A. § 517, if the Resident is, at the time of signing this Agreement, in the military service of the United States or a Dependent of a servicemember in the military service of the United States, the Resident/Dependent may waive certain rights under the Servicemembers Civil Relief Act relating to the Lease, including the Landlord's need to appoint a Guardian Ad Litem to represent our interests before obtaining judgement for rent, interest, utilities, late fees, attorney's fees and other damages as well as eviction from the leased premises. The service member expressly acknowledges by executing this agreement that he/she waives such rights under the Servicemembers Civil Relief Act and that the Landlord will not be required to appoint a Guardian Ad Litem (should Resident/Dependent fail to appear in court) in order to obtain judgment for the items listed above and possession of the leased premises.

5. **Other rights unchanged.** This Agreement is separate from the Lease and does not, except as expressly stated herein, modify any of the contractual rights and duties of the Landlord or the Resident set forth in the Lease.

Printed Name of Resident _____

SSN _____

Resident Signature _____

Date _____

Authorized Agent for Owner _____

Date _____