

United States Department of the Air Force

Air Education and Training Command Air Force Center for Environmental Excellence (AFCEE)



Privatization of Military Family Housing AETC Group I

Solicitation No. AFCEE-05-0004

APPENDIX W Mandatory Tenant Lease Clauses

**STEP ONE PROPOSALS ARE DUE NO LATER THAN
5:00 P.M. EST 7 March 2005 AT:**

PSC MILITARY HOUSING COMPANY
132 South 600 East
Salt Lake City UT 84102
Voice 866-801-2253 Fax 801-363-1912
Email binks@psc-evg.com
Web site www.pscmhc.com

APPENDIX W. MANDATORY TENANT LEASE CLAUSES

MANDATORY CLAUSES FOR ALL TENANTS

Tenant(s) may, with written permission of the Landlord, which permission shall not be unreasonably withheld, conduct a residential business on the premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for compliance with Government standards. Landlord's granting of permission is not a warranty that the premises are suitable for the conduct of Tenant's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the premises and no interior or exterior structural modifications or additions shall be made to accommodate Tenant's business. Tenant is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold harmless Landlord for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of Tenant's business.

In case any buildings on said premises, or any part thereof, without any fault or neglect of Tenant(s), shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Tenant(s) may thereupon surrender possession of the premises to Landlord, and thereupon this lease shall cease and be void.

The Installation Commander shall have the authority to restrict nonseverable units and designated historical units to Referral Tenants and Other Eligible Tenants other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Referral Tenants residing in severable units be relocated to the nonseverable or designated historical units. The Installation Commander will ensure that the Tenant Lease includes a Tenant Consent To Relocate Referral Tenants. The Government shall pay all costs of such relocation.

The Tenant acknowledges that this residence is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, including any business purposes, whatsoever. Occupancy by more than one family is prohibited. Immediate relatives of the Tenant and the Tenant's spouse may be considered normal residents of the household and are not "Social Visitors," regardless of the period of stay. For purposes of this Lease, "Immediate Relatives" are defined exactly the same as the term "Dependent" is defined in Attachment 1 to AFI 32-6001. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 30 days. The Tenant agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two days.

Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commander over the Leased Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom. Anything contained in this Lease to the contrary notwithstanding, the Commander has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to tenants, if he or she believes, in his or her sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation or compromises good order and/or discipline on the Installation. Except as provided above, nothing in this Lease shall be construed to diminish, limit or restrict any right of the Lessee under this Lease, or the rights of Tenants as prescribed under Tenant Leases or Applicable Laws.

MANDATORY CLAUSES FOR ACTIVE DUTY MILITARY TENANTS

No security or pet deposits shall be required of Active Duty Military Tenant(s) so long as they begin and maintain an allotment in the amount of the monthly installment set forth above to the Landlord from military pay received by the Active Duty Military Tenant(s).

If Tenant(s) or Tenant's family member is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the Tenant's status as a referred tenant, the Tenant shall vacate the premises no later than 30 days from the date of the loss of status as a referred tenant. It shall then be lawful for Landlord to enter into said premises, and again have, repossess, and enjoy the same as if this lease had not been made, and thereupon this lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Tenant(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the premises for the remainder of said term and recover from Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.

It is mutually agreed that the Tenant(s), in the military service, may terminate this lease if he/she retires, is released from active duty, is transferred (PCS) beyond a 25-mile radius of **Basename** Air Force Base (AFB), **Basestate**, or is ordered to occupy public quarters. In such cases, the Tenant will furnish the Landlord a copy of his official orders not less than 30 days before such termination date unless such notification cannot be made at no fault of the tenant (i.e., short notice assignment). This lease will also terminate on the Tenant's death, at the option of the surviving spouse or personal representative.

The Tenant acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the tenant's personal property or leasehold improvements. The Landlord shall, at its sole cost and expense, make Tenants Renter's Insurance available to active-duty military tenants. Military tenants must apply through the Landlord for such coverage and will be insured upon acceptance for coverage by the Landlord's insurer. Active-duty military tenants shall not be unreasonably refused insurance coverage. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover the tenant's personal property in the Premises including, without limitation, any property

removable by the tenant under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the tenant, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for active duty military tenants and their families. The Landlord shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy.

MANDATORY CLAUSES FOR OTHER ELIGIBLE TENANTS

If Tenant(s) is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Tenant shall vacate the premises not later than 30 days from the date of the debarment. It shall then be lawful for Landlord to enter into said premises, and again have, repossess, and enjoy the same as if this lease had not been made, and thereupon this lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Tenant(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the premises for the remainder of said term and recover from Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.