

United States Department of the Air Force

Air Force Materiel Command (AFMC)

Air Force Center for Environmental Excellence (AFCEE)



Privatization of Military Family Housing Robins Air Force Base

Solicitation No. AFCEE-06-0003

APPENDIX M Mandatory Tenant Lease Clauses

**PROPOSAL IS DUE NO LATER THAN
5:00 P.M. EST 15 August 2006 AT:**

PSC MILITARY HOUSING COMPANY
132 South 600 East
Salt Lake City, UT 84102
Voice: 801-363-2277 Fax: 801-363-1912
Email: bfranklin@psc-evg.com
Web site: www/pscmhc.com

APPENDIX M. 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 Target 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 Target 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 Target 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. 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.

MANDATORY CLAUSES FOR ACTIVE DUTY MILITARY TENANTS

No security deposits shall be required of Active Duty Military Tenant(s) (Target 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 Target Tenant(s).

If Target Tenant(s) or Target 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 Target Tenant's status as a Target Tenant, the Target Tenant shall vacate the premises no later than 30 days from the date of the loss of status as a Target 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 Target 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 Target Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.

It is mutually agreed that the Target 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 Robins Air Force Base (AFB), Georgia, or is ordered to occupy public quarters. In such cases, the Target 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 Target Tenant (i.e., short notice assignment). This lease will also terminate on the Target Tenant's death, at the option of the surviving spouse or personal representative as shown below.

Target Tenant's Family Members residing in a unit on the death of a Target Tenant shall have the right to elect to either terminate their Tenant Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of the Target Tenant's death.

The Target Tenant acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the Target Tenant's personal property or leasehold improvements. The Landlord shall, at its sole cost and expense, make Target Tenants Renter's Insurance available to Target Tenants. Target Tenants must apply through the Landlord for such coverage and will be insured upon acceptance for coverage by the Landlord's insurer. Target 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 Target Tenant's personal property in the Premises including, without limitation, any property removable by the Target Tenant under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the Target 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 Target 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 Other Eligible Tenant(s) is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Other Eligible 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 Other Eligible 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 Other Eligible Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.