



SUSTAINMENT

ASSISTANT SECRETARY OF DEFENSE

3500 DEFENSE PENTAGON  
WASHINGTON, DC 20301-3500

FEB 12 2021

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS,  
ENERGY AND ENVIRONMENT)  
ASSISTANT SECRETARY OF THE NAVY (ENERGY,  
INSTALLATIONS AND ENVIRONMENT)  
ASSISTANT SECRETARY OF THE AIR FORCE  
(INSTALLATIONS, ENVIRONMENT AND ENERGY)

SUBJECT: Universal Lease and Dispute Resolution Process for Privatized Housing

This policy memorandum updates and supersedes the Assistant Secretary of Defense for Sustainment (ASD(S)) policy memoranda "Universal Lease and Dispute Resolution Process for Privatized Housing," dated July 16, 2020; "Accelerating Reviews of the Universal Lease and Dispute Resolution Process for Privatized Housing," dated September 2, 2020; and "Supplemental Guidance for the Universal Lease and Dispute Resolution Process for Privatized Housing," dated December 21, 2020.

In furtherance of its legal obligations under sections 2890 and 2894 of title 10, United States Code (U.S.C.), the Department developed the attached universal lease template document with common terms and schedules, including dispute resolution and rent segregation. The universal lease template is in accordance with the fiscal year (FY) 2020 and FY 2021 National Defense Authorization Act requirements, and incorporates feedback received from the Military Departments and the Military Housing Privatization Initiative (MHPI) project owners where appropriate. The universal lease template is structured to include a Community Specific Addendum to incorporate the few project-specific lease requirements that account for applicable State and local laws.

This memorandum provides the overarching policy for use of the universal lease template in connection with housing privatized under the MHPI and directs the Military Departments on specific actions they must take to implement this policy. This policy is effective immediately and as specified herein applies to all family housing or military unaccompanied housing (other than transient lodging) acquired or constructed under subchapters IV and V of Chapter 169 of title 10, U.S.C. (hereinafter MHPI Housing Projects).

As the principal Performing the Duties of the Assistant Secretary of Defense for Sustainment and as the Chief Housing Officer (CHO), I am directing the Military Departments to:

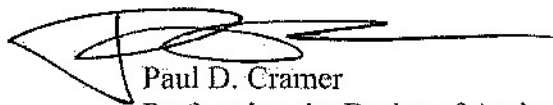
1. Require all MHPI Housing Projects for which project legal documents were entered into or renewed after December 20, 2019, to (a) use the attached universal lease template and associated schedules (Attachment 1) when developing project-specific leases for use in leasing an MHPI housing unit to a tenant (as defined in 10 U.S.C. 2871); and (b) submit each project-specific lease based on the template (including associated schedules and addenda) for Military Department review prior to using it to lease an MHPI housing unit to a tenant;

2. Immediately provide the attached universal lease template and associated schedules (Attachment 1) to your MHPI project owners for their voluntary use at existing MHPI Housing Projects effective no later than June 1, 2021, when leasing an MHPI housing unit to a tenant (as defined in 10 U.S.C. 2871). Your provision of Attachment 1 for use at existing MHPI Housing Projects and the aforementioned June 1, 2021, effective date should be documented via a written memorandum or letter to each project owner and should request that such project owner indicate in writing by March 31, 2021, whether it agrees to use Attachment 1 at its existing MHPI projects, and whether it will do so by June 1, 2021;

3. Report promptly to the CHO any instance where an MHPI project owner does not agree to use Attachment 1 at its existing MHPI Housing Project, or will not begin using Attachment 1 at its existing MHPI Housing Project by June 1, 2021, including any reasons specified by the owner; and

4. In accordance with section 2890(a) of title 10, U.S.C., develop and implement Military Department policies to ensure that the current version of the MHPI Tenant Bill of Rights and MHPI Tenant Responsibilities document are attached to each new lease agreement for a housing unit to a tenant (as defined in 10 U.S.C. 2871).

Questions regarding this policy should be directed to Ms. Patricia Coury, Acting Deputy Assistant Secretary of Defense for Housing, via email at [patricia.l.coury.civ@mail.mil](mailto:patricia.l.coury.civ@mail.mil) or via phone at (703) 571-9077 office or (703) 901-8789 mobile.



Paul D. Cramer  
Performing the Duties of Assistant  
Secretary of Defense (Sustainment)

Attachments:  
As stated

# **Military Housing Privatization Initiative**

## **Universal Lease Template**

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**MHPI Military Member Tenant Lease Agreement**

**1. Key Terms**

See Schedule 1 (the “**Key Lease Terms**”), which is hereby incorporated by reference.

**2. Parties and Lease Term**

THIS LEASE AGREEMENT (“**Lease**”) is made on the “Current Date” listed in Box 3 of Schedule 1, between [PROJECT OWNER], as owner of the subject Premises (“**Owner**”), acting by and through its authorized agent, [PROPERTY MANAGER/COMMUNITY MANAGER] (“**Community Manager**”) and the individual(s) referenced in this Lease in Box 6 of Schedule 1 (individually and collectively referred to herein as “**Tenant**”). Each of Owner and Tenant is a “Party” to this Lease.

- A. Parties to Lease. Subject to the terms and conditions of this Lease, Owner rents to Tenant and Tenant rents from Owner, the unit referenced on Schedule 1 of this Lease (“**Premises**”), and includes the housing unit and, as applicable, the front, side, and back yards, garage, driveway, designated parking, carport and outside storage associated with the unit. The Premises is to be used for residential use only, with exceptions permitted solely upon written approval of Owner. The Premises is managed by [PROPERTY MANAGER/COMMUNITY MANAGER], whose address, email, and phone number are specified in Box 13 of Schedule 1. [PROPERTY MANAGER/COMMUNITY MANAGER] is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner. References in this Lease to “Installation” mean [Installation name].
- B. Term. The initial term of Lease commences upon the Lease Commencement Date set forth in Box 4 of Schedule 1 and expires upon the Lease End Date set forth in Box 5 on Schedule 1. After expiration of the initial term, and provided that neither party has terminated this Lease in accordance with this Lease, this Lease will automatically convert to a month-to-month tenancy unless both Owner and Tenant

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sign a Lease renewal. Tenant hereby acknowledges that Tenant specifically reviewed and approved this automatic renewal provision. Unless otherwise required by applicable law, either Party may terminate this Lease as of the expiration date (or if this Lease has renewed on a month-to-month basis as of the last day of the month), by giving written notice to the other Party in accordance with Schedule 1 and the Community Specific Addendum. In addition, Tenant may terminate this Lease prior to the expiration date in accordance with Section 10.G. below.

### **3. Premises**

- A. Premises Condition on Lease Commencement Date. Prior to Tenant moving into the Premises or, at Tenant's election, no later than three (3) business days after moving into the Premises, Tenant or Tenant's representative and Owner, or Community Manager on Owner's behalf, shall conduct a walk-through inspection of the Premises. Tenant and Owner shall mutually agree whether to conduct the walk-through inspection in person or virtually. Tenant may elect to be accompanied by, or have Tenant's agent accompanied by, a Military Housing Office ("MHO") representative, subject to representative availability at the time of the walk-through. Tenant and Owner or Community Manager shall note any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping, and fixtures on a Move-In/Move-Out Inspection Form (Schedule 5), which shall be signed by the Tenant and Community Manager and maintained in Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) calendar days following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding. Owner or Community Manager shall submit any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) that are required to be repaired by Owner pursuant to this Lease as a work order request and provide Tenant with estimated repair timelines. In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the walkthrough inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the walk-through inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner. Unless otherwise provided under applicable law, within five (5) business days after the later of (i) the date on which the Tenant takes occupancy of the Premises or (ii) commencement of this Lease, Tenant shall provide Owner with written notice of any other items discovered within that period that Tenant believes should have been noted on the Move-In/Move-Out Inspection Form (Schedule 5). The Community Manager shall photograph, document, or otherwise assess such items and submit the list of additional items identified in Tenant's written notice that are required to be repaired by Owner pursuant to this Lease as a work order request, and keep the notice in the Tenant's file until the later of (i) the date required by Owner's record retention policies, (ii) sixty (60) days

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following expiration of the Lease, or (iii) following resolution of any dispute initiated pursuant to the dispute resolution process described in Section 9 or any formal court proceeding, and shall communicate estimated repair timelines (if applicable) with Tenant. Tenant hereby acknowledges that, except with respect to any defects or damage noted on the Move-In/Move-Out Inspection Form (Schedule 5) or in Tenant's written notice, the Premises were delivered to Tenant in good order and repair and in a safe, clean and habitable condition. Tenant further acknowledges Tenant's responsibility for maintaining the cleanliness of the Premises and that damages to the Premises which are not described on the Move-In/Move-Out Inspection Form (Schedule 5) or Tenant's written notice as existing prior to Tenant's occupancy, excluding ordinary wear and tear, are subject to being repaired by Owner at Tenant's expense in accordance with applicable law.

- B. Condition of Premises on Move-Out. Within five (5) business days after Tenant provides Owner a written notice of intent to vacate and prior to the end of the Term,

Owner shall provide Tenant with the option to have a pre-move-out inspection with Tenant or Tenant's agent and after inspection inform Tenant in writing of any potential move-out charges that may be assessed. Tenant may attend such pre-move out inspection, elect to have a representative attend the pre-move out inspection, and/or may elect to bring a representative from the MHO, subject to representative availability at the time of pre-move out inspection. Owner shall provide Tenant with move-out guidelines, setting forth cleaning requirements, and Tenant shall be given reasonable opportunity to remedy identified deficiencies prior to vacating the Premises consistent with the terms of this Lease.

Except to the extent approved by Owner as provided in Section 7.E. below, any repairs or alterations to the Premises by Tenant resulting from this pre-move-out inspection shall be made at Tenant's expense, consistent with the obligations set forth in this Lease. All alterations/improvements left by the Tenant at termination and that are made by or caused to be made by Tenant, with or without Owner's consent, shall be deemed abandoned. As such, Owner may dispose of or retain such alterations or improvements at Tenant's expense in accordance with applicable law. Any personal property left in the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and may be disposed of, or retained by, Owner, at Tenant's expense, upon termination in accordance with applicable law.

- C. Final Move-Out Inspection. Owner shall perform a final move-out inspection within two (2) business days after the date Owner has knowledge Tenant has vacated the Premises. Tenant shall be notified in advance of the proposed final move-out inspection date and time, and Owner shall make a reasonable effort to accommodate Tenant's or Tenant's agent's attendance at the final move-out inspection by scheduling such inspections at a mutually agreeable time. Tenant may elect to be accompanied by, or have Tenant's agent accompanied by, an MHO representative, subject to representative availability at the time of the walk-through.

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Conditions at move-out will be compared to the conditions noted on the MoveIn/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. of this Lease for the assessment of damage costs in accordance with applicable law. In the event Tenant and Landlord are unable to agree on a mutually agreed to time to conduct the final move-out inspection of the Premises with the Tenant or Tenant's representative present, the Tenant shall be represented at the move-out inspection by a representative from the servicing Military Housing Office and the Tenant shall be deemed to have accepted the MoveIn/Move-Out Inspection Form (Schedule 5) completed by the Owner. In accordance with Section 7.C. and 10.B(1), Tenant shall be responsible for any damages that are (i) not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice in accordance with Section 3.A. as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant, excluding ordinary wear and tear. Absent good cause, if Tenant does not schedule and attend a final move-out inspection of

the Premises as outlined above, Owner, or Community Manager on Owner's behalf, shall perform a final move-out inspection on or promptly after the date Tenant vacates the Premises and Tenant shall accept Owner's assessment of property damages on the Move-In/Move-Out Inspection Form (Schedule 5) as stated in the final move-out inspection form. Within twenty-one (21) business days following the date on which Tenant has vacated the Premises or such shorter period as may be provided in the Community Specific Addendum, Owner shall provide Tenant with an itemized list of actual costs, for which Tenant shall be responsible, to repair identified deficiencies not otherwise remedied by Tenant pursuant to Section 7.D. prior to move-out or approved by Owner to remain in place pursuant to Section 7.E.

No later than the last day of Tenant's occupancy, Tenant shall: (i) give Owner all keys and copies of all keys or entry devices to the Premises, including common areas; (ii) vacate and surrender Premises to Owner, empty of all persons' and Tenant's personal property; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises to Owner in the same condition as referenced in Section 3.A, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Tenant's forwarding address.

#### **4. Rent**

- A. Unless otherwise specified on Schedule 1, the rent ("**Rent**"), shall be an amount equal to the Basic Allowance for Housing ("**BAH**") at the applicable BAH rate for the service member Tenant's duty station and military grade, being more particularly set forth in Box 6 and Box 7 of Schedule 1, [which shall include any Owner provided utilities] **OR** [minus the utility allowance for the Premises, as defined in the utility allowance addendum] [, and minus Rent concessions identified in Box 8 on Schedule 1, if applicable]. If Tenant's duty station is not at the Installation where

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the Premises are located, BAH shall be determined in accordance with Service policy applicable to such Tenant. Rent shall be payable in arrears (i.e., each Rent payment pays Rent for the previous month) in monthly installments. Rent is due on the calendar day identified in Box 7 on Schedule 1. If Tenant's BAH rate changes at any time during the term of this Lease, Tenant must notify Owner within thirty (30) calendar days of the change. Notwithstanding the foregoing, upon an increase in Tenant's BAH, Rent shall increase automatically to the new BAH rate, whether or not Tenant provides notice to Owner of such increase and Tenant waives any notice from Owner of an automatic rent increase. If this Lease begins after the first day of the month, Tenant shall pay the prorated amount based upon 1/30th of the monthly Rent. Tenant shall pay the partial month Rent shown in Box 16 on Schedule 1 on the Payment Date in the following month.

- (1) If the Premises is occupied by two or more married Tenants, both of whom are active duty service members, the Rent will be the equivalent BAH rate for the highest ranking Tenant, at the With Dependents rate, for the Installation, as set out in Box 7 on Schedule 1 [minus the Utility Allowance for the Premises (if applicable)].
  - (2) If the Tenant has been designated as a key and essential employee by the Installation, and is single or not accompanied by family members, the Rent will be equal to the Tenant's housing allowance at the "Without Dependent rate," [minus the Utility Allowance for the Premises (if applicable)].
  - (3) If Owner elects to provide Tenant a home in a housing category higher than Tenant's military pay grade, then the Rent will be based on the applicable BAH rate for the Tenant's military pay grade. If Tenant elects to reside in a home that is in a housing category higher or lower than Tenant's military pay grade, then the parties shall execute an addendum that states the basis and amount of the Rent.
- B. Unless otherwise provided for in the Community Specific Addendum, Rent shall be paid through (i) Unit Diary Entry Electronic Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) [KNOX] (Navy/Air Force/Army), or (iii) PeopleSoft (Coast Guard), if applicable (each, as applicable, a "**Rent Payment Service Option**"). If a Rent Payment Service Option is not applicable, Rent may be paid to Owner or its designated agent by payroll allotment/deduction (the "**Allotment**"). Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment will be payable by another means reasonably directed by Owner, which at Owner's option may include personal check, certified check, money order, automated clearing house or through other payment methods (e.g. online/website, smart device application), which alternate means may be changed from time to time with 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will



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apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.

- C. After the Premises is vacated, any refund due to Tenant will be made within thirty (30) calendar days of Owner's or Community Manager's receipt of the Allotment applicable to month of move-out or within the time period required by applicable law.
- D. Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. Owner shall hold such security deposit in accordance with the terms in the Community Specific Addendum.

**5. Fees**

- A. Late Fees. If any Rent payment is not received on or before the due date or within any grace period set forth in Box 10 on Schedule 1, Tenant agrees to pay a late charge specified in Box 10 on Schedule 1, to the extent permitted by applicable law.
- B. Other Fees. Subject to applicable law, Tenant will be responsible for payment of fees listed in the Fee Schedule (Schedule 2), which is attached hereto and incorporated herein. Owner may not revise such Fee Schedule (Schedule 2) without the written consent of Tenant or MHO. Any changes in type or amount of any fee made without the written consent of the Tenant shall be effective only after thirty (30) calendar days' written notice of such changes is given to Tenant. Such notice may be in the form of email communications, newsletters, or other written means delivered directly to Tenant specified in the Community Specific Addendum.

**6. Entry onto Premises**

- A. Except as provided below, Owner, Community Manager, their employees, agents and/or contractors shall have the right to enter the Premises: (a) in case of an emergency or if emergency conditions are presumed to exist (risk of substantial damage to property, including animals, or risk of death, injury or illness to humans), (b) if it appears Tenant has abandoned the Premises, or if Tenant and Occupants listed in Boxes 6 and 14 of Schedule 1 are absent from the Premises without prior notice to Owner or Community Manager in excess of seven (7) consecutive calendar days (provided that if Tenant is absent from the Premises in excess of seven (7) consecutive calendar days during such time as any Rent payment under this Lease is in default, Owner may take possession of or enter the Premises in accordance with applicable law), (c) to make necessary or agreed upon repairs, alterations or improvements, (d) to supply necessary or agreed upon services, (e) to test smoke and carbon monoxide detectors, and/or to install, test, repair or perform maintenance on fire suppression or water detection systems, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) with prior notification to Tenant, to perform a periodic safety and

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maintenance review of the Premises not more than once every ninety (90) calendar days, (h) to respond to any complaints regarding the Premises, any Tenant, Occupant, guest, invitee or animal housed by Tenant, or (i) as otherwise allowed by this Lease or applicable law. Except in cases of emergency, Owner will provide Tenant with not less than 24 hours prior written notice (which notice may be by email or text) of Owner's intent to enter, and entry will be during the normal business hours set forth in the Community Guidelines & Policies, or at any other time as agreed upon by Tenant. Tenant may be present during Owner's entry; however, entry is not conditioned upon Tenant's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice.

- B. Except in the event of an emergency, maintenance technicians will not enter the Premises with children less than 18 years of age present, unless an adult 18 years of age or older is also present. In addition, maintenance technicians will not enter the Premises unless all animals are restrained or locked away from the area that requires maintenance. If Tenant is not present at the time of entry, then the maintenance technician will leave a copy of the work order, or provide Tenant an electronic copy of the work order, detailing the work completed. In all cases of entry by Owner or its agents, the Premises will be left in the condition in which it was found, excepting such maintenance or repairs as are performed by Owner or its agents in connection with any such entry.

### **7. Maintenance and Repairs**

- A. Owner's Responsibilities Generally. Owner is responsible for maintenance and repair of the Premises in accordance with applicable law (including, but not limited to, any safety and habitability requirements), subject to the Tenant responsibilities described below. Owner shall ensure Tenant's ability to submit service requests via telephone call, email, website, smart device application, and/or in writing at the Owner's housing office, provided, however, that any requests pertaining to immediate life, health, or safety issues shall be submitted by Tenant by telephone call.
- B. Owner Response to Service Requests. Owner shall classify its work orders addressing Tenant service requests depending on the nature of the request and the potential danger to the Tenant and/or the Premises. Owner will respond to work orders in accordance with timelines set out in the Community Guidelines & Policies. Owner shall provide an estimated time for completing repairs at initial response, a direct means of tracking the status and progress of work orders, provide updates of estimated repair time changes, and use commercially reasonable efforts to complete the work necessary to close out work orders within such estimated repair time. With the exception of emergency repairs, repairs shall be made during normal business hours unless Owner requests and Tenant gives permission for

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alternate entry times. Emergency maintenance service is available at all hours, day or night, to handle service requests of a true emergency nature that cannot wait until normal business hours.

- C. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, disable, or remove any part of the Premises, or modify minimum or maximum appliance or equipment set points, and shall not permit any Occupants, guests, invitees, licensees, or animals housed by Tenant to do so. Tenant shall pay for any damages, excluding ordinary wear and tear, that are (i) not described on the MoveIn/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant or Occupants, guests, invitees, licensees, or animals housed by Tenant. Tenant shall be charged for all damage to the Premises as a result of failure to (i) report a problem in a timely manner; or (ii) maintain heat in the Premises at sufficient temperature to prevent water damage associated with bursting or rupturing of pipes and to ensure the safe operation of other Premises infrastructure including, but not limited to, sewage pipes, electrical systems, and ventilation systems. In addition, Tenant shall be charged for repair of drain blockages or stoppages caused by Tenant misuse. Tenant's failure to properly use, operate or maintain any item for which Tenant is responsible shall give Owner the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance in accordance with applicable law. Tenant is responsible for:
- (1) Maintaining the Premises in a clean and sanitary condition;
  - (2) Properly using, operating and safeguarding the Premises, including if applicable, any fenced yard, furniture, furnishings, window treatments, floor coverings, appliances, and all mechanical, electrical, gas and plumbing fixtures, and keeping them clean and sanitary.
  - (3) Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters as required by Community Guidelines & Policies.
  - (4) Draining outside water spigots in the fall and ensuring unobstructed access to plumbing as required by Community Guidelines & Policies.
  - (5) Maintaining the Premises in such a manner as to prevent accumulation of moisture and the growth of mold and promptly reporting any water leak, intrusion, or visible mold, mildew, or water damage to ceilings, floors, cabinets, or walls.
  - (6) Maintaining the lawn and exterior of the Premises as required by Community Guidelines & Policies, and promptly removing ice and snow

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from steps and drives in accordance with the Community Guidelines & Policies.

- (7) Controlling and eliminating household pests in accordance with the Community Guidelines & Policies including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Contacting Owner for assistance with infestations of pests that are beyond Tenant capabilities and require professional control measures.
- (8) Promptly reporting to Owner any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, smoke and carbon monoxide detectors, or other parts of the Premises, common areas or related facilities.
- (9) Promptly submitting to Owner any maintenance and repair request through the work order submission process described in this Lease.

D. Repairs. Tenants shall make no repairs to the Premises, the fixtures located within the Premises, the building or any adjacent areas without the written approval of Owner, which approval shall be in Owner's sole and absolute discretion. Tenant is required to submit a written request, including any plans for restoration, to Owner and obtain Owner's written consent for any of the following:

- (1) Remodeling or making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting.
- (2) Installing, attaching, removing, modifying minimum or maximum appliance or equipment set points, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood-burning stove, fireplace insert or kerosene heater.
- (3) Driving nails or other devices into walls, ceiling, or woodwork (unless permitted pursuant to the Community Guidelines & Policies).
- (4) Re-keying locks, installing additional locks or security systems.

E. Alterations/Improvements and Repairs. Tenant shall make no alterations to the Premises, the building or any adjacent areas, incur any debt or make any charges against Owner, or create any lien upon the Premises for any work done or material furnished without the express written consent of Owner, which approval shall be in Owner's sole and absolute discretion. Any fixtures installed by Tenant with Owner's consent shall be at Tenant's expense; shall be affixed in a manner that will not irreparably damage or alter the Premises, the building or adjacent areas; and shall be removed by Tenant upon the termination of this Lease without causing damage to the Premises, the building or adjacent areas. All alterations/improvements and repair work performed by or on behalf of Tenant shall

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comply with applicable law, including governmental permit, inspection, and approval requirements. Repairs performed by or on behalf of Tenant shall be performed in a good and workmanlike manner with materials of quality and appearance comparable to existing materials for Tenant to be relieved of damage assessment. Any alterations/improvements made to the Premises by or on behalf of Tenant (including any painting and wallpapering, if previously approved) must be restored to its original condition, unless Community Manager has given written approval for the alteration/improvement to remain in place. In addition, unless Owner or Community Manager has given written approval for an alteration/improvement to remain in place, Owner may charge Tenant for restoration of the Premises to the condition it was in prior to such alteration/improvement if not restored by Tenant. The Tenant is required to return the property to the same condition it was found, except for ordinary wear and tear. In the event the removal of any such fixture or other personal property of Tenant causes damage, Owner may charge Tenant for the repair of the damage in accordance with applicable law.

Notwithstanding the forgoing, and in accordance with applicable laws, Owner shall (i) make reasonable accommodations within the context of and/or exceptions to the rules, policies, practices or services provided to Tenant, and (ii) in some circumstances allow Tenant at Tenant's expense to make certain reasonable modifications as required under such laws to give persons with disabilities access to and use of the Premises. In the event that Tenant requests any such accommodation or modification, Tenant will be required to sign an addendum to this Lease regarding the approval and implementation of such accommodations or modifications, as well as Tenant's restoration obligations, if any. Tenant shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by repairs or alterations undertaken by or at the request of Tenant or other Occupants.

### **8. Right to Relocate**

- A. If the Premises becomes uninhabitable for any reason (i) not caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant and (ii) not resulting from acts of God, terrorist attacks, base closure, epidemics, pandemics, or any cause beyond the reasonable control of Owner, then Owner will relocate Tenant either temporarily or permanently at no cost to Tenant in accordance with the Minimum Standard Tenant Displacement Guidelines ("Displacement Guidelines") attached hereto as Schedule 4.
- B. Owner reserves the right, on forty-five (45) calendar days advance written notice, to relocate Tenant at Owner's expense due to construction or renovations to any Military Privatized Housing Initiative unit located within a reasonable distance from the original housing location in accordance with the [Displacement Guidelines (Schedule 4)][Construction Relocation Rider attached hereto as Schedule [13]]. In

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addition, Owner reserves the right to relocate Tenant upon no less than 24 hours advance written notice (unless safety or habitability conditions otherwise do not permit), either temporarily or permanently, at Owner's expense, when Owner determines habitability conditions, such as immediate life, health and safety issues with the Premises require relocation in accordance with the attached Displacement Guidelines (Schedule 4).

- C. If relocation is due to damage or habitability deficiencies caused by Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant, Tenant's relocation shall be at Tenant's sole cost and expense and Tenant will pay for the cost to repair such habitability deficiencies.
- D. Tenant consents to comply with the following terms of relocation, if applicable:
  - (1) If Tenant accepts and occupies a home with special accessibility or readily adaptable features, and Tenant and Occupants do not require such features, then Tenant agrees to relocate to another home within a reasonable amount of time if Community Manager notifies Tenant that the home is needed to accommodate another Tenant with a special accessibility requirement. Owner will pay for all reasonable costs directly associated with such relocation. Tenant and Community Manager shall sign an Accessible/Adaptable Unit Relocation Addendum acknowledging this consent at the time this Lease is executed.
  - (2) Tenant may request a move to a home in another housing category in accordance with any guidance that may be specified in the Community Specific Addendum if: (i) the Tenant's military pay grade changes in the event of promotion or demotion, or (ii) the Tenant's bedroom qualification changes. In either case, the move would be voluntary, dependent on housing category availability, and at the Tenant's sole cost and expense.
  - (3) If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for retention of the Premises to the MHO and the Owner within fifteen (15) calendar days of the change in status.
  - (4) Any other terms of relocation are set forth on the Community Specific Addendum.

### **9. Disputes**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through informal dispute resolution processes set forth by the MHO, as such

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informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant’s designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution process under Schedule 3 is pending.

### **10. Other Standard Provisions**

A. Utilities. The responsibility for payment of water, sewer, trash, electrical, and gas services is set forth in Box 12 of Schedule 1 and on the Community Specific Addendum [and Resident Energy Conservation Program (RECP) Addendum] or [and Utility Allowance Addendum]. Owner has the right to charge reasonable administrative fees for utility billing, including third party utility billing service fees, and any base fees, customer fees or taxes assessed by the public or private utility provider, and processing to the extent permitted pursuant to the laws of the State in which the Premises is located. Tenant shall be responsible for arranging and paying for his/her own cable, telephone and data communications, and all other services not specifically provided by or through Owner. B. Liability.

(1) Neither Owner nor Community Manager shall be liable to Tenant, Occupants, guests, invitees, licensees, or any persons who are on the Premises for any damages, injuries or losses to person or property except to the extent such damage or injury arises from the negligent acts or omissions of Owner, Community Manager or its agents, servants or employees. Other

than ordinary wear and tear, Tenant shall be liable for all damages to the Premises that are (i) not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant’s written notice(s) in accordance with Section 3.A as existing prior to Tenant’s occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant.

(2) Tenant acknowledges that neither Owner nor Community Manager are responsible for the performance by any insurance carrier under any policy of insurance, including any payment for Tenant’s losses. Tenant also acknowledges neither Owner nor Community Manager are responsible for Tenant losses resulting from flood, natural disasters, other acts of nature, power failures, fire or any other cause beyond the reasonable control of Owner or Community Manager. To the extent the Tenant is required to carry renter’s insurance, the details of such requirements are set forth on the

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Community Specific Addendum. In the event Tenant is not required to carry renter's insurance, Tenant is advised to carry insurance to protect Tenant from the losses described above.

- (3) Tenant agrees that Owner, Community Manager and their representatives do not guarantee, warrant or assure the personal security of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant. Except as otherwise provided under State law in which the Premises is located or other applicable law, Owner and Community Manager shall not be liable for death, injuries, losses or damages to person or property of Tenant, Occupants, guests, invitees, or licensees, caused by theft, burglary, rape, assault, battery, arson, mischief, crime, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), pollution, water, lightning, earthquakes, rain, flood, water leaks, hail, ice, snow, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, acts of nature or unexplained phenomena or casualties, lack of access to land under the control of the federal government, acts of other Tenants, Occupants, guests, invitees, licensees, or animals housed by Tenant, or from any other event or cause beyond the reasonable control of Owner or Community Manager. Subject to applicable law, Tenant shall indemnify and hold Owner, Community Manager, their agents, employees and representatives, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to Tenant's, Occupants', guests', invitees', or licensees' negligence, tenancy and/or failure to comply with this Lease.

### **C. Rules/Regulations; Community Guidelines & Policies.**

- (1) Tenant has been provided with and acknowledges receipt of a copy of the Community Guidelines & Policies (a copy of which is attached hereto and incorporated herein by reference).
- (2) Tenant agrees to comply with the Community Guidelines & Policies and all other Owner rules and regulations that are at any time posted in the Community (as defined in the Community Guidelines & Policies) or made available to Tenant whether by letter, electronic communication, or newsletter. Tenant is responsible for the conduct of Occupants, guests, invitees, licensees, and any animals housed by Tenant. Tenant shall not, and shall ensure that Occupants, guests, invitees, licensees, and any animals housed by Tenant, do not unreasonably disturb, annoy, endanger, or interfere with other Tenants of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a nuisance on or about the Premises.



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- (3) Subject to the terms of this Lease and the Community Guidelines & Policies, Tenant shall be entitled to enjoy the use of the Premises provided that such use does not unreasonably disturb, annoy, endanger, or interfere with other Tenants, create a public nuisance, or result in any other violation of this Lease or the Community Guidelines & Policies.
  - (4) Notwithstanding anything to the contrary set forth herein, Owner or Community Manager may make reasonable changes to the Community Guidelines & Policies without consent of Tenant, effective only after thirty (30) calendar days' written notice of such changes is given to Tenant, if they are applicable to all homes in the Community and do not change the Rent, fees, or other costs set forth in this Lease; provided, however, no such change shall contradict the terms of this Lease or any addendum to this Lease in a material or adverse way.
- D. Occupants and Permitted Use. The Premises may be occupied only by people listed in Box 6 ("Tenant(s)") and Box 14 of Schedule 1 ("Occupants") and approved animals. Tenant may not allow any person not listed in this Lease to reside in the Premises in excess of thirty (30) calendar days during any one-year period, without Owner's prior written approval. Tenant must notify Owner, in writing in advance and in accordance with the Community Guidelines & Policies, of visitors who plan an extended stay in the Premises, as more particularly set forth in the Community Guidelines & Policies. Owner may approve such requests on a case-by-case basis. Tenant shall inform Owner of any change in Occupants to be listed in Box 14 of Schedule 1. Tenant agrees to use and maintain the Premises as a private residence only, except as permitted upon written approval of Owner.
- E. Assignment/Subletting. Tenant may not sublet any portion of the Premises nor transfer or assign Tenant's rights under this Lease or permit any part of the Premises to be used by any person other than the Tenant, the Occupants listed in Box 14 of Schedule 1 or temporary guests, invitees, or licensees, without the express prior written approval of the Community Manager, which may be withheld in its sole and absolute discretion. Any assignment, transfer or subletting of the Premises or Lease by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.
- F. Animals. No animal shall be kept on or about the Premises except for service or emotional support animals in compliance with applicable law without Owner's prior written consent. Tenant must sign a separate Animal Addendum prior to allowing any animal on the Premises. The Animal Addendum is incorporated into and becomes part of the terms of this Lease.
- G. Termination by Tenant.
  - (1) Servicemembers' Civil Relief Act.

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- (i) Tenants have the right to terminate this Lease early under the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043, the “SCRA”). Generally, the SCRA provides active duty service members and dependents of active duty service members the right to terminate a lease for residential property prior to the regular lease termination date when the service member is required to move due to military orders for a permanent change of station (PCS), for retirement or separation, or for a deployment of not less than ninety (90) calendar days. To terminate a lease early under the SCRA, the Tenant must provide the Owner written notice of termination and a copy of the relevant military orders or a statement from the service member’s Commander confirming the orders.
- (ii) In order to terminate this Lease under Section 10.G.(1)(i) above, Tenant (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall deliver to Owner a written notice of termination (accompanied by appropriate military orders or verification from the Tenant’s commanding officer with respect to the Tenant’s current or future military status). This Lease will terminate thirty (30) calendar days after the due date of the next Rent payment following delivery of the written notice of termination and associated military orders or Commander’s letter confirming the permanent change of station. The foregoing 30-day period can be reduced or waived by Owner under special circumstances, and will be waived if such notification cannot be made at no fault of Tenant (i.e. short notice assignment). In the case of a short notice assignment, Tenant must provide Community Manager with a copy of his/her military orders or commanding officer’s verification of military status within five (5) calendar days of Tenant’s receipt of such orders or verification.

### **(2) Change in Marital Status.**

- (i) Right of Service Member to Terminate. If only one Tenant is a service member and if there is a change in that Tenant’s marital status, that service member Tenant shall have the option of terminating this Lease by providing thirty (30) calendar days written notice to Owner. Such written notice shall be signed by the service member Tenant and shall state the desire to terminate this Lease due to a change in marital circumstances. It shall identify one of the following as the change in circumstances: (1) a final decree of divorce; (2) court ordered separation; or (3) both spouses’ desire to terminate the marriage and live separately despite the lack of a court order or written separation agreement if either spouse provides

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evidence of maintenance of separate residences for at least thirty (30) calendar days prior to the notice of termination.

- (ii) Right of Non-Service Member Tenant Upon Service Member Termination. In the event that the service member Tenant elects to terminate this Lease pursuant to Section 10.G.(2)(i) above, the remaining non service member Tenant has the option to request to sign a new lease with the Owner, and the Owner, in its sole discretion, may approve such lease. Absent such request and approval, the non-service member Tenant's right to reside in the Premises shall terminate on the effective date of termination by the service member Tenant. In the event such non-service member Tenant continues to occupy the Premises pursuant to a new lease entered into pursuant to this Section 10.G.(2)(ii), the monthly Rental rate for such new lease shall be the monthly Rent due under this Lease immediately prior to termination of the Lease by the service member Tenant, and the service member Tenant shall not be responsible for the Rental payments under the new lease entered into by the non-service member Tenant.

- (3) Casualty/Condemnation. Subject to applicable law, if, by no fault of Tenant, the Premises is totally or partially damaged or destroyed by fire, natural disaster, accident or other casualty that render the Premises totally or partially uninhabitable, either Owner or Tenant may terminate this Lease by giving the other written notice within thirty (30) calendar days after the date of such destruction or casualty. Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable unless Owner provides comparable temporary replacement housing at Owner's expense. The abated amount shall be the current monthly Rent prorated on a thirty (30) calendar day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage renders the Premises uninhabitable under applicable law. If damage occurs as a result of an act of Tenant, Occupants, guests, invitees, licensees, or animal housed by Tenant, only Owner shall have the right of termination, and no reduction in Rent shall be made.

- (4) Early Termination Fee.

- (i) Except as provided in Section 10.G.(1), Section 10.G.(2), and Section 10.G.(3) above, if Tenant terminates this Lease prematurely Tenant shall pay Owner an Early Termination Fee in accordance with the Community Specific Addendum to this Lease. Tenant and Owner agree that the damage to Owner would be difficult to determine and agree the Early Termination Fee is a fair estimate of

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Owner's costs and damages resulting from such an early termination of this Lease by Tenant. Tenant shall give Owner a minimum of thirty (30) calendar days written notice of termination.

- (ii) If Tenant has leased for more than the initial term and is renting on a month-to-month basis and Tenant provides thirty (30) calendar days' written notice to Owner, there shall be no Early Termination Fee charged to Tenant.
- (iii) If (a) the Tenant terminates this Lease early under Section 10.G.(1), or (b) two Tenants terminate this Lease under either Section 10.G.(2) or Section 10.G.(3) above, then the terminating Tenant(s) will not be assessed a penalty for early termination. However, Tenant is still responsible to turn over the Premises in accordance with the terms of this Lease.

H. Debarment. If Tenant is debarred from the Installation by the Installation Commander, as hereinafter defined, in accordance with the authority provided in 18 U.S.C. § 1382, Tenant shall vacate the Premises not later than thirty (30) calendar days from the date of the debarment, provided, however, that Tenant must comply with the terms of the debarment which are unaffected by this Lease. Upon expiration of the thirty (30) calendar day period, it shall then be lawful for Owner to enter the 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, Owner shall have a right of action for arrears of Rent, damages to the Premises, or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by Tenant, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may re-lease the Premises for the remainder of said term and recover from Tenant any deficiency between the amount so obtained and the Rent herein required to be paid.

I. Termination by Owner.

- (1) Subject to applicable law, and notwithstanding anything to the contrary set forth in this Lease, Owner may terminate this Lease and, if necessary, evict Tenant, immediately for any of the following reasons:
  - (i) Misuse or illegal use of Premises, or conduct of Tenants, Occupants, guests, invitees, licensees, or any animals housed by Tenant, which is detrimental to community safety and health, or if Tenant, Occupants, guests, invitees, licensees or any animals housed by Tenant cause or threaten to cause injury to any person;

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- (ii) If Tenant (1) is in default under any of the covenants, terms or conditions of this Lease, including the Tenant Responsibilities outlined in Section 7.C. hereof and the rules and regulations contained in the Community Guidelines & Policies, and (ii) if Community Manager has given Tenant written notice of the default and ten (10) calendar days have expired without cure by the Tenant, unless a greater amount of time for cure of the default is specified in the Community Guidelines & Policies;
  - (iii) Unacceptable care of or damage to Premises;
  - (iv) Tenant, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in Premises;
  - (v) Use of Premises for illegal activities or possession of illegal, explosive, or dangerous substances, or operation of commercial transactions not permitted in writing by Owner;
  - (vi) Subject to the Tenant's rights to terminate the Lease, and specifically excluding all periods of Temporary Duty (TDY), deployment, Temporary Assigned Duty (TAD), leave, and vacation, Tenant shall be in default if Tenant has vacated the property with no intention of returning;
  - (vii) In accordance with Section 10.G.(3).
- (2) Subject to applicable law, Owner may terminate this Lease upon thirty (30) calendar days written notice and, if necessary, evict Tenant following such notice, for any of the following reasons:
- (i) In the event that the service member Tenant elects to terminate pursuant to SCRA, Owner has the right to terminate this Lease with respect to any remaining non-service member Tenant, provided that Owner has provided a written thirty (30) calendar-day notice of such intent to the non-service member Tenant;
  - (ii) Owner may, with thirty (30) calendar days written notice to Tenant, terminate the Lease upon learning of a change in marital status, regardless of whether the service member Tenant elects to terminate the Lease. Change in marital status includes only the following: (1) a final decree of divorce; (2) a court-ordered separation; or (3) a voluntary separation of service member Tenant and non-service member for at least sixty (60) calendar days. A service member Tenant's absence from the Premises due to deployment, military assignment, or military leave shall not constitute separation for the purposes of this provision absent consent of the service member.

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Owner shall not have the right to terminate this Lease if the service member continues to reside in the Premises and one of the following conditions exist: (1) a court identifies service member Tenant as the primary custodial parent of a minor dependent, or (2) if there is no court order, a written separation agreement identifies service member Tenant as the primary custodial parent of a minor dependent, or (3) if neither court order nor written separation agreement exists, one or more of service member Tenant's minor dependents continue to maintain his/her principal place of residence in the Premises;

- (iii) Construction or renovation relocations per the Minimum Standard Tenant Displacement Guidelines (Schedule 4) or the Construction Relocation Rider (Schedule [13]), as applicable;
  - (iv) If the Tenant is no longer eligible for housing; or
  - (v) If the Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors.
- (3) If Tenant abandons the Premises, Owner will be free to retake possession of the Premises in accordance with applicable law. Abandonment shall include but not be limited to the following: Nonpayment of Rent or other costs or expenses relating to the Premises to be paid by Tenant along with one of the following:
- (i) Absence of the Tenant and Occupants listed in Box 6 and Box 14 of Schedule 1 from the Premises, without notice to Owner, in excess of seven (7) continuous days;
  - (ii) Renting or residing at another location;
  - (iii) Removing the majority of the belongings;
  - (iv) Failing to maintain the Premises; or
  - (v) Being in an unauthorized absence, absence without leave, or deserter status from the Armed Forces.
- (4) Nothing contained in this paragraph herein shall limit the obligations of the Tenant under this Lease.

J. Possession After Termination. If Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall be deemed to be in breach of this Lease and Owner may, if necessary, evict Tenant in accordance with applicable law. Upon such a possession after Lease termination, in addition to being obligated to pay to Owner reasonable attorney's fees, court costs and any reasonable ancillary

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damages incurred by Owner as a consequence of the possession after Lease termination by Tenant, Tenant shall be responsible for Rent for each day of the possession after Lease termination by Tenant in an amount equal to twice the daily rate amount of the Rent payable hereunder during the term of this Lease, or the amount allowed pursuant to the laws of the jurisdiction in which the housing is located, whichever is lower.

- K. Governing Law. This Lease shall be governed by the prevailing laws of the State in which the Premises is located; any applicable local ordinances; all applicable federal statutes and regulations; and any applicable military rules, instructions and/or guidelines; in each case, only to the extent applicable to the Premises and required by the Owner's agreements with the Government. To the extent the prevailing laws of the State in which the Premises is located do not apply, Owner and Tenant agree that this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by, federal substantive law, except that the applicable State Landlord-Tenant law of the State in which the Premises is located, and the State common law interpreting such Landlord-Tenant law, shall apply.
- L. Time of Essence; Entire Contract. Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- M. Tenant Representations. This Lease was entered into based upon the representations, information, and statements of the Tenant(s) contained in Box 6 of Schedule 1. Tenant(s) acknowledge that if any of those representations, information, and statements are found to be misleading, materially incorrect or untrue, it is a material breach of this Lease and Owner may immediately terminate this Lease and hold Tenant(s) responsible for any damages or costs incurred in accordance with the law.
- N. Severability. If any provision or clause of this Lease is held invalid by a court of law of applicable jurisdiction, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end the provisions of this Lease are declared to be severable.
- O. Conflict. If any provision or clause of this Lease conflicts with applicable state and/or local laws governing the Premises, the provisions of such applicable state and/or local law governing the Premises shall control. In addition, the terms of this Lease shall take precedence over any conflicting terms between this Lease and the Community Guidelines & Policies. P. Notices.

**Notice To Tenant.** Unless otherwise specified in this Lease or required by applicable law, any notice from Owner to Tenant will be valid only if: (i) it is in

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writing, (ii) it is addressed to Tenant at the Premises and (iii) it is personally delivered to the Premises or sent by mail or e-mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two (2) business days after the date it is postmarked, or if e-mailed on the date it is sent.

**Notice To Owner.** Unless otherwise required in this Lease or by applicable law, Tenant will give all required notices to Owner in writing, delivered personally or sent by mail or email. All such notices shall be addressed to Owner at the address set forth in the Community Specific Addendum. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two (2) business days after the date it is postmarked, or if emailed, the date it is sent.

- Q. Amendment. Except as otherwise set forth herein, Schedule 1 of this Lease, the terms and conditions of this Lease, and any Schedules or Addenda to this Lease may only be amended by a written document signed by both Owner and Tenant.
- R. Installation Commander Authority. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the [Commander on-site with responsibility over the Premises (the “**Installation Commander**”)] as established in law, regulation, or elsewhere.
- S. Schedules and Addenda. Tenant acknowledges receipt of the following Schedules and Addenda, copies of which are attached hereto and are incorporated as part of this Lease:

### [Universal Schedules]

- (1) Schedule 1 — Key Terms
- (2) Schedule 2 — Universal Lease Fee Schedule
- (3) Schedule 3 — Dispute Resolution Process
- (4) Schedule 4 — Minimum Standard Tenant Displacement Guidelines
- (5) Schedule 5 — Sample Move-In/Move-Out Checklists

### [Project-Specific Schedules and Addenda Created by Owner and Approved by Military Services]

- (6) Community Guidelines & Policies
- (7) Community Specific Addenda
- (8) Environmental Hazard Addenda — e.g. Mold/Mildew, Lead-Based Paint, Asbestos, Noise, Flooding
- (9) [Resident Energy Conservation Program (RECP) Addendum]



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- (10) [Utility Allowance Addendum]
- (11) [Animal Addendum]
- (12) [Accessible/Adaptable Unit Relocation Addendum]
- (13) [Construction Relocation Rider]
- (14) [TBD as appropriate]

### Schedule 1 — KEY LEASE TERMS

<b>1. COMMUNITY</b>					
<b>2a. UNIT NUMBER</b>		<b>2b. UNIT ADDRESS</b>		<b>2c. UNIT TYPE</b>	
<b>2d. CITY</b>		<b>2e. COUNTY</b>		<b>2f. STATE</b>	
<b>2g. ZIP</b>					
<b>3. CURRENT DATE</b> (MM/DD/YYYY)		<b>4. LEASE COMMENCEMENT DATE</b> (MM/DD/YYYY)		<b>5. LEASE END DATE</b> (MM/DD/YYYY) _____ months from the commencement date (see Section 2)	
<b>6. TENANTS - INDIVIDUAL(S) RESPONSIBLE FOR LEASE</b>					
6a(i). Name (Last, First, Middle Initial)		6a(ii). Pay Grade	6a(iii). Branch	6a(iv). Duty Station/ UIC	6a(v). Home Phone
6a(vi). Email					
6b(i). Name (Last, First, Middle Initial)		6b(ii). Pay Grade	6b(iii). Branch	6b(iv). Duty Station/ UIC	6b(v). Home Phone
6b(vi). Email					
<b>7. MONTHLY RENT</b> (Due on the [ ] day of the [Current/Subsequent] Month)					
<b>8a. RENT CONCESSION MONTHLY AMOUNT</b>					
<b>8b. RENT CONCESSION APPLICABLE DATES</b> (mm/dd/yyyy - mm/dd/yyyy)					
<b>9. SECURITY DEPOSIT AMOUNT</b>					
<b>10. LATE CHARGE</b> (Applied after the [ ] of the Month)					
<b>11. RETURNED CHECK CHARGE</b>					
<b>12. UTILITIES PAID BY OWNER</b>					
<b>13. RENT PAYABLE TO MANAGEMENT OFFICE</b> (Insert Street Address, City, State, Zip, Telephone, and Email):					
<b>14. LIST OF ALL OCCUPANTS</b> (Do not list any from Box 6 above)					
14a(i). Name (Last, First, Middle Initial)		14a(ii). Date of Birth		14a(iii). Relationship	
14b(i). Name (Last, First, Middle Initial)		14b(ii). Date of Birth		14b(iii). Relationship	
14c(i). Name (Last, First, Middle Initial)		14c(ii). Date of Birth		14c(iii). Relationship	
14d(i). Name (Last, First, Middle Initial)		14d(ii). Date of Birth		14d(iii). Relationship	
14e(i). Name (Last, First, Middle Initial)		14e(ii). Date of Birth		14e(iii). Relationship	

14f(i). Name (Last, First, Middle Initial)	14f(ii). Date of Birth	14f(iii). Relationship
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**15. EMERGENCY CONTACT**

15a. NAME	15b. RELATIONSHIP	15c. TELEPHONE
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**16. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:**

**17. READ AND ACCEPTED BY:**

<p><b>X</b></p> <p>_____</p> <p><b>TENANT</b></p>	<p><b>X</b></p> <p>_____</p> <p><b>TENANT</b></p>
<p>_____</p> <p><b>PRINTED NAME</b></p>	<p>_____</p> <p><b>PRINTED NAME</b></p>
<p>_____</p> <p><b>DATE</b></p>	<p>_____</p> <p><b>DATE</b></p>

**18. OWNER / OWNER'S REPRESENTATIVE:**

SIGNATURE: \_\_\_\_ TITLE: \_\_\_\_ PRINTED NAME: \_\_\_\_ DATE: \_\_\_\_

## Schedule 2 — UNIVERSAL LEASE FEE SCHEDULE<sup>1</sup>

### FEES

[Note: The Tenant Bill of Rights provides that Tenants have the “right to not pay non-refundable fees” (see 10 U.S.C. 2890 (b)(17)). There is also new statutory language in 10 U.S.C. 2891a(e) that prohibits the payment of amounts in addition to rent, but provides for certain exceptions, to include additional payments for (i) optional services provided to military tenants, (ii) non-essential utility services, and (iii) damages associated with tenant negligence. This schedule of fees must be compliant with these new requirements under law. This note, along with the footnotes included below, will be removed upon finalization of this Schedule.]

The following tables list the permissible fees that may be charged to a Tenant.

<b>Standard Fees</b>		
<b><u>Item</u></b>	<b><u>Amount</u></b>	<b><u>Details</u></b>
Late fees (in accordance with Section 5 of the Lease)		
Nonsufficient funds fee		
Pet fee (refundable)		
Early Termination Fee (in accordance with Section 10.G.(4) of the Lease)		

<b>Optional Service Fees<sup>2</sup></b>		
<b><u>Item</u></b>	<b><u>Amount</u></b>	<b><u>Details</u></b>

<sup>1</sup> Schedule 2 subject to modification based on applicable state law regarding fees that may be charged to residents.

<sup>2</sup> The items listed under this table will be for “optional services provided to military tenants”, which are permissible under § 2891a(e). This list will vary depending on the “optional services” provided by each project and what is provided for under the existing agreements with each project owner. The two examples provided under § 2891a(e) are “access to a gym or a parking space.”

## Schedule 3 — DISPUTE RESOLUTION PROCESS

## **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).

2. **Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).

3. **Dispute Processing.**

(a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.

(b) Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

- (i) If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
- (ii) If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
- (iii) If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the

ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO's receipt of an administratively complete Request Form for Dispute Resolution Process.

(c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.

6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.

7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:

- (a) The head of the MHO;
- (b) Representatives of the Owner for the subject Premises;
- (c) The Tenant of the subject Premises;
- (d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
- (e) An independent Dispute Resolution investigator (the “Dispute Resolution Investigator”) selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO’s receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.

9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

(a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;

(b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);

(c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;

(d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or

(e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.

11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.

12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used



as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

**Exhibit A — Request Form for Dispute Resolution Process**

**1. Tenant Name (Rank, Last, First):**

\_\_\_\_\_

**2. Premises Address (Street, City, State, Zip):**

\_\_\_\_\_

**3. Tenant Contact Information:**

a. Phone # (Home/Cell): \_\_\_\_\_

b. Email: \_\_\_\_\_

**4. Owner Company Name:**

\_\_\_\_\_

**5. Owner Contact Information:**

a. POC Name (Last, First): \_\_\_\_\_

b. Phone # (Home/Cell): \_\_\_\_\_

c. Email: \_\_\_\_\_

**6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

\_\_\_\_\_ Tenant requests full Rent segregation in the amount of \$\_\_\_\_\_ per month, or

\_\_\_\_\_ Tenant requests partial Rent segregation in the amount of \$\_\_\_\_\_ per month.

**8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.**

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

Signature: \_\_\_\_\_

*completed by the MHO)*

Date: \_\_\_\_\_ *(To be*

**This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$\_\_\_\_\_ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.**

Name of MHO Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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**Schedule 4 — MINIMUM STANDARD TENANT DISPLACEMENT GUIDELINES**

**1. Minimum standards and/or conditions within a Housing unit that will require the displacement of a Tenant:**

- (a) Displacements shall occur when repairs to be performed in the Premises (including those due to a life, health and/or safety issue) cannot be efficiently or safely addressed while the Tenant remains in the Premises. All displacement decisions will be made by the Owner or its designee, in consultation with the [Military Partner], and in accordance with standards set forth in applicable Federal, State, and local law.
- (b) Conditions for when displacement may be appropriate include, but are not limited to:
  - (1) Lead based paint hazards that require extensive mitigation, stabilization or abatement
  - (2) Structural, mechanical, or electrical defects in the Premises that pose a threat to Tenant safety
  - (3) Any environmental condition in the Premises that poses a reasonably defined health hazard
  - (4) Repairs which render the Premises not reasonably occupiable during the course of the repairs, such as repairs which prevent use of the kitchen or all bathrooms

**2. Minimum standards or entitlements that a Displaced Tenant will be allowed during the Displacement time period:**

- (a) While displaced, Tenants will generally be restricted from entering the Premises until the Owner determines that the necessary repairs are complete (the “Displacement Period”). The Owner reserves the right to limit Tenant access to the Premises during the Displacement Period, to include changing the locks on the Premises when necessary and after notification to the Tenant, consistent with applicable law. The Owner shall give reasonable notice of the displacement as the circumstances and Tenant safety permit, to include allowing the Tenant reasonable time to gather and secure personal belongings before they vacate the Premises. Prior to commencing the repairs, and as the circumstances and safety permit, the Owner shall document, in the Tenant’s presence to the extent practicable, by video, photograph or other means the Tenant’s personal property in the work area within the Premises. Owner shall also take reasonable efforts to ensure the repairs do not damage the Tenant’s personal property. Depending on the nature of the repairs and safety issues

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associated with those repairs, the Tenant may request and the Owner may allow a Tenant reentry into the Premises during the Displacement Period. If reentry is authorized during the Displacement Period, Owner personnel shall accompany any Tenant given access to the Premises. Tenants shall enter the Premises for the limited circumstances stated in their request to enter, and shall not disturb any work or enter any hazard containment area. The Tenant may not make any alterations to the Premises during their entry. Owner shall not dispose of any of the Tenant's personal property without the permission of the Tenant, except as permitted by applicable law if the Tenant fails to reoccupy the Premises or coordinate for removal of the Tenant's personal property from the Premises in a reasonable time period following the Displacement Period.

- (b) Subject to applicable state and local law and the terms of the Lease, when the Owner elects to displace a Tenant under the criteria above, the following temporary lodging options shall be offered to the Tenant in descending order and as availability permits:

- (1) A guest suite or unit managed by Owner`
- (2) DOD temporary lodging that contains adequate cooking facilities
- (3) Commercial hotel that contains adequate cooking facilities
- (4) DOD temporary lodging or a commercial hotel without adequate cooking facilities

- (c) Subject to applicable State and local law and the terms of the Lease, and provided that Owner is obligated to relocate the Tenant pursuant to Section 8 of this Lease, the Owner shall bear temporary lodging costs during the Displacement Period until such time as (1) the Tenant reoccupies the Premises in accordance with these guidelines, (2) the appropriate authority has determined that the necessary repairs have been satisfactorily made to the Tenant's Premises and the Premises is safe and habitable; or (3) the Tenant has been offered alternative housing either on-post or off-post in accordance with these guidelines. If any animals are listed on the Tenant's Lease or any addendum to it, Owner will offer temporary lodging that accepts animals. Where such lodging is not available, Owner shall reimburse Tenant for the reasonable costs associated with the boarding of such animals. Boarding costs for animals shall be payable to the Tenant upon the provision of receipts to the Owner.

- (d) Subject to applicable state and local law and the terms of the Lease, Rent on the Premises will continue to accrue and there will be no adjustment to the Displaced Tenant's Basic Allowance for Housing while the costs of temporary lodging are borne by the Owner.

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- (e) Subject to applicable state and local law and the terms of the Lease, when the Owner places a Tenant in temporary lodging as a result of displacement, the Owner shall provide Tenant with the following allowances (the “Displacement Allowances”):
  - (1) In all cases where a Tenant is placed in temporary lodging, Tenants and Occupants will be entitled to the U.S. General Services Administration (GSA) or Department of Defense (DOD) incidentals per diem rate for the location of their Premises for the Displacement Period.
  - (2) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that contains adequate cooking facilities, Tenants and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.
  - (3) In the case where a Tenant is placed in DOD temporary lodging or a commercial hotel that does not contain adequate cooking facilities, Tenant and Occupants will be entitled to the GSA or DOD meals and incidentals per diem rate for the location of their Premises for the Displacement Period.
  - (4) In the case where a Tenant elects to move into alternate temporary lodging outside of what is offered by the Owner, such as staying with family or in a recreational vehicle, Tenant and Occupants will be entitled to the GSA or DOD incidentals per diem rate for the location of their Premises for the Displacement Period.
- (f) The Owner shall notify the Tenant in writing of the conditions of their displacement and their allowances, and the written notification will be acknowledged by the Tenant via signature and shall contain at a minimum:
  - (1) The general reason(s) for displacement and the initial schedule to remedy the life, health or safety issue
  - (2) The location of the temporary lodging and a statement that the costs of such lodging will be borne by the Owner
  - (3) The per diem entitlement, as applicable
  - (4) That the Tenant may not access the Premises during the Displacement Period of repairs, and that the locks will be altered or changed, if applicable
  - (5) The process by which the Tenant can request access to the Premises during repairs and the conditions of that access
  - (6) That the Owner will keep Tenant apprised of the progress of the repairs, any changes to the schedule to repairs, and will notify Tenant promptly when the Premises is available for re- occupancy
- (g) In the case of displacements greater than thirty (30) calendar days, Owner shall offer to relocate Tenant to another habitable Premises managed by Owner, if one is available. If the Tenant accepts the move to the Premises managed by Owner, the Owner shall continue to pay the costs of temporary lodging until the Tenant is relocated to the new Premises, as well as the reasonable cost directly associated

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with moving the Tenant's household goods (the "Moving Allowance") to the new Premises. The initial Lease will terminate without penalty upon the commencement of the Lease for the new Premises. If Tenant refuses to relocate to the new Premises offered by Owner within thirty (30) calendar days, Displacement Allowances will cease, and no Moving Allowance will accrue. At any time during the Displacement Period, and in consultation with the cognizant Installation Commander, the Owner may permanently relocate a displaced Tenant to a comparable Premises in the same school district based on service member rank and Premises size eligibility. In that case, Owner shall continue to pay the Displacement Allowances for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing Lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. If Owner is unable to offer a Premises managed by Owner, Tenant may elect to move to a Premises not managed by the Owner within the "Housing Market Area" for that installation, generally defined as a location within 20 miles of the installation. In that case, the Owner shall continue to pay the Displacement Allowance for a period of no longer than thirty (30) calendar days, and no longer than the expiration of the Tenant's existing lease in any event, until the Tenant is relocated to the new Premises, as well as the Moving Allowance. Notwithstanding the foregoing, Tenants will only be entitled to the above-described Displacement Allowances and/or Moving Allowances if the Tenant has fully complied with the terms of the Lease and the displacement is not due to the deliberate, accidental, or negligent acts or omissions of the Tenant Parties.

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**Schedule 5 – SAMPLE MOVE-IN / MOVE-OUT CHECKLISTS**

1. Universal Lease Template<sup>1</sup>

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<sup>1</sup> Move-In/Move-Out form needs to identify (i) which deficiencies are to be repaired and (ii) which party is responsible for correcting such deficiencies.



**Landlord/Property Management action or work order will be initiated within approved timeframe to resolve issues noted.**

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**CICO-01A** Check-In • Pre Check-Out • Check-Out Inspection Addendum Form

Resident Name/s				Check-In Inspection Date		Inspector Name		Pre Check-Out Inspection Date		Inspector Name		Check-Out Inspection Date		Inspector Name			
Residence Street/Building Address/Unit #, City, State								Move In Date		Move Out Date		Addendum page #		of		total pages	

Condition Codes								Resident and Landlord/Property Management Inspection Concurrence							
N/A	Not applicable	SCR	Scratched	NP	Needs painting	OTH	Other damage (such as dent or hole)	<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div>							
CLN	Needs to be cleaned	STN	Stains/stained	NEW	Component is new	WRN	Component is servicable but worn and nearing end of life								
REP	Needs to be replaced	NR	Needs repair	MIS	Missing item or part	SAT	Satisfactory								

Note this page is an addendum to the Check-in, Pre Check-Out, Check-Out Inspection form. It must be attached to or included with the main inspection form. The condition of this unit is clean, undamaged, and in good working order unless otherwise noted in these forms. Any issues NOT noted on this form may result in resident charges upon move-out; use photos to document as needed. Use codes and comments to describe issues identified.

Area	Ck-In	Pre	Out	Area	Ck-In	Pre	Out	Area	Ck-In	Pre	Out	Area	Ck-In	Pre	Out
<b>Other Room/Space</b>				<b>Other Room/Space</b>				<b>Bathroom # / Location</b>				<b>Bathroom # / Location</b>			
Flooring				Flooring				Flooring				Flooring			
Walls				Walls				Walls				Walls			
Ceiling				Ceiling				Ceiling				Ceiling			
Doors				Doors				Doors				Doors			
Windows				Windows				Windows				Windows			
Window Blinds/Shades				Window Blinds/Shades				Window Blinds/Shades				Window Blinds/Shades			
Closet				Closet				Closet				Closet			
Electrical Outlets/Switches				Electrical Outlets/Switches				Electrical Outlets/Switches				Electrical Outlets/Switches			
Light Bulbs				Light Bulbs				Light Bulbs				Light Bulbs			
Cabinets				Cabinets				Vanity				Vanity			
Drawers				Drawers				Sink				Sink			
Counters				Counters				Shelves				Shelves			
Sink				Sink				Mirror				Mirror			
Other				Other				Tub/Shower				Tub/Shower			
Other				Other				Toilet				Toilet			
Other				Other				Vent Fan				Vent Fan			
Other				Other				Towel Rack/s				Towel Rack/s			
Other				Other				Other				Other			
Other				Other				Other				Other			
<b>Other Room/Space</b>				<b>Other Room/Space</b>				<b>Bedroom # / Location</b>				<b>Bedroom # / Location</b>			
Flooring				Flooring				Flooring				Flooring			
Walls				Walls				Walls				Walls			
Ceiling				Ceiling				Ceiling				Ceiling			
Doors				Doors				Doors				Doors			
Windows				Windows				Windows				Windows			
Window Blinds/Shades				Window Blinds/Shades				Window Blinds/Shades				Window Blinds/Shades			
Closet				Closet				Closet				Closet			
Electrical Outlets/Switches				Electrical Outlets/Switches				Electrical Outlets/Switches				Electrical Outlets/Switches			
Light Bulbs				Light Bulbs				Light Bulbs				Light Bulbs			
Other				Other				Other				Other			
Other				Other				Other				Other			
Other				Other				Other				Other			

<div style="text-align: right; font-size: small;"> Resident Check-Out Signature and Date  Owner/Property Manager Check-out Signature and Date </div>															
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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**COMMUNITY SPECIFIC ADDENDUM**

- Community Specific Addendum to refer to applicable Service policy (Section 4A)
- Community Specific Addendum to (i) include state-specific requirements (i.e., some states require 30 days' notice to terminate, some require 60 days, so notice requirements must be stated in Community Specific Addendum) (Section 2B), and (ii) state that Community Specific Addendum will control in event of conflict with Lease provisions (Section 10O). Confirm whether there will be a distinct Community Specific Addendum for each project owner that reflects state-specific requirements
- Informal dispute resolution process must be agreed upon between project owner and Services and included as part of Community Specific Addendum (Section 9)
- State law with respect to negligence varies (states may follow doctrine of contributory negligence or comparative negligence), so the concepts of negligence and proximate cause will need to be addressed in the Community Specific Addendum (Section 10B)

[To Be Attached]

