

# **United States Department of the Air Force**

**Air Combat Command (ACC),  
Air Force Materiel Command (AFMC),  
Air Force Special Operations  
Command (AFSOC),  
Air Mobility Command (AMC), and  
Pacific Air Forces (PACAF)**



**Air Force Center for  
Engineering and the  
Environment  
(AFCEE)**

**Privatization of Military Family Housing  
Continental Group: Edwards AFB, Eglin AFB,  
Eielson AFB, Hurlburt Field, McConnell AFB, and  
Seymour Johnson AFB**

Solicitation No. AFCEE-09-0001

## **APPENDIX M Mandatory Tenant Lease Clauses**

**PROPOSALS ARE DUE NO LATER THAN  
5:00 P.M. ET 7 DECEMBER 2010 AT:**

JONES LANG LASALLE  
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Washington, DC 20006  
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## **APPENDIX M. MANDATORY TENANT LEASE CLAUSES**

### **A. MANDATORY CLAUSES FOR ALL TENANTS**

#### **Conducting Business Activities**

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

#### **Fitness for Occupancy**

In case any buildings on the Premises, or any part thereof, without any fault or neglect of Tenant or other occupants, shall be destroyed or so injured by the elements or other cause as to be unfit for occupancy, then Tenant may surrender possession of the Premises to Project Owner, and thereupon this Tenant Lease shall terminate.

#### **Occupancy and Visitors**

Tenant acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Immediate relatives of Tenant and Tenant's spouse are considered residents of the household and are not social visitors, regardless of the period of stay. All other visitors are social visitors and the duration of their stay is limited as follows: (i) two (2) days for visitors residing within the commuting area of the Installation and (ii) thirty (30) days for visitors residing outside the commuting area of the Installation.

#### **Occupancy of a Non-severable or Designated Historical Unit**

If Tenant accepts and occupies a Premises designated as a severable unit, then Tenant agrees to relocate to a non-severable or historical unit at any time the Project Owner notifies Tenant that the Installation Commander has directed Tenant's relocation. Tenant's relocation costs shall be paid by the Government. A Tenant who meets the condition in this paragraph shall sign an acknowledgment form prepared by Project Owner at the time of Tenant Lease execution to further document this agreement

### **Occupancy of a Unit with Special Accessibility Features**

If Tenant accepts and occupies a Premises with special accessibility features or readily adaptable features, and no one in Tenant's household requires such special accessibility features, then Tenant agrees to relocate to another unit at any time the Project Owner notifies Tenant that the Premises is needed to accommodate another tenant with a special accessibility requirement. Tenant's relocation costs shall be paid by Project Owner. A Tenant who meets the condition in this paragraph shall sign an acknowledgment form prepared by Project Owner at the time of Tenant Lease execution to further document this agreement.

### **Compliance with Sex Offender Policy**

Under Government policy, no sex offender (convicted, and/or registered, or required to be registered on a national or state sex offender registry) may reside in the Premises without the express written approval of the Installation Commander. If Tenant or any member of Tenant's household becomes a convicted or registered sex offender, or is required to register as a sex offender after the commencement date of this Tenant Lease, then Tenant shall immediately report this information to the Government's Housing Management Office.

### **Debarment from Installation**

If Tenant or a family member is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids Tenant's status as a Tenant, then Tenant shall vacate the Premises and remove all personal property from the Premises no later than thirty (30) days from the date of the debarment. It shall then be lawful for Project Owner to enter into the Premises and again have, repossess, and enjoy the same as if this Tenant Lease had not been made, and thereupon this Tenant Lease shall terminate. However, Project Owner shall have a right of action for arrears of rent or breach of covenant. 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 Project Owner. In the case of any such default and entry, Project Owner may relet the Premises for the remainder of the Tenant Lease term and recover from Tenant any deficiency between the amount so obtained and the rent herein required to be paid.

### **Installation Commander's Rights Not Impaired**

Nothing contained in this Tenant Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander as established in law, regulation, military custom, or elsewhere. The Installation Commander has the inherent authority and obligation to ensure good order and discipline on the Installation. The Military Rules of Evidence recognize the power of the Installation Commander to authorize searches of military property and property situated on a military installation. All of the Installation (including, without limitation, any privatized housing unit located on the Installation) is under military control and is subject to the Installation Commander's authority. The authorities of the Installation Commander include, but are not limited to, the following:

- The authority to provide force protection and police protection services in accordance with 10 U.S.C. §2872a at levels deemed appropriate by the Government for on-base privatized housing.
- The authority to promulgate and enforce security regulations and restrict public access to the Installation, to include regulations delineating parameters for authorized entry to or exit from the Installation, pursuant to 50 U.S.C. §797. Such rules shall accord privatized housing employees of Project Owner and its affiliates who have passed an agency background check unescorted access (with escort privileges) to the Installation.
- The authority to conduct background checks utilizing the Installation's access requirements with respect to contractor employees, privatized housing employees, and privatized housing applicants and residents.
- The authority to bar individuals, to include individuals residing in any privatized housing unit, from the Installation pursuant to 18 U.S.C. §1382 and Department of Defense Instruction 5200.8.
- The authority to conduct inspections or searches of individuals entering, leaving, or present on the Installation pursuant to Military Rule of Evidence 314, 10 U.S.C. §802 et seq. and 50 U.S.C. §797.
- The authority to issue search authorizations based on probable cause on the Installation pursuant to Military Rule of Evidence 315, 10 U.S.C. §802 et seq. and 50 U.S.C. §797.
- The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installation in accordance with 50 U.S.C. §797 and Department of Defense Instruction 5200.8. Exercises with the potential to disrupt privatized housing operations will be pre-coordinated with Tenant at least twenty-four (24) hours in advance.
- The authority to exercise emergency health powers on the Installation pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.
- The authority to (i) establish procedures for the mandatory disclosure of information regarding sex offender status from privatized housing applicants, residents, and other occupants; (ii) approve or disapprove applications from persons seeking to rent privatized housing units when either an applicant or another prospective occupant of the unit is a convicted or registered sex offender, or is required to register as a sex offender, and (iii) issue barment orders to anyone residing in a privatized housing unit or to any visitor pursuant to Installation policy.

Any references to statutes, directives, regulations, or instructions set forth above shall be deemed to refer to both those authorities in effect at the date of execution of the Tenant Lease and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

## **B. MANDATORY CLAUSES FOR ACTIVE DUTY MILITARY TENANTS**

### **Security and Pet Deposits**

No security deposits other than pet deposits shall be required. If Tenant is already occupying the Premises prior to execution of this Tenant Lease, then Tenant will not be required to pay a pet deposit so long as he/she continuously resides in the same Premises.

### **Termination of Lease by Tenant**

It is mutually agreed that Tenant, as an active duty military service member, may terminate this Tenant Lease if he/she (i) retires, (ii) is released from active duty, (iii) is transferred via permanent change-of-station (PCS) beyond a twenty-five (25)-mile radius of the Installation, (iv) receives orders for deployment for more than ninety (90) days, or (v) is ordered to occupy public quarters. In such cases, Tenant will furnish Project Owner a copy of his/her official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of Tenant (i.e., short notice assignment).

If Tenant should die, Tenant's surviving spouse or another adult occupant in Tenant's immediate family who is residing in the Premises at the time of the death shall have the right to either terminate this Tenant Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of Tenant's death.

### **Tenant Renter's Insurance**

Project Owner shall maintain insurance that covers the Premises and contents provided by Project Owner. Tenant acknowledges that neither Project Owner nor the Government has any liability whatsoever for any loss or damage to Tenant's personal property or leasehold improvements. Tenant may have rights and remedies under the Military Personnel and Civilian Employees Claims Act (MPCECA). Tenant should contact the Installation's legal office for additional information regarding MPCECA.

[If Tenant Renter's Insurance is proposed, then insert the following language:]

Project Owner shall, at its sole cost and expense, make renter's insurance available to Tenant. Tenant must apply through Project Owner for such coverage and will be insured, at no cost to Tenant, upon acceptance for coverage by Project Owner's insurer. Tenant shall not be unreasonably refused insurance coverage. This insurance policy shall be a Two Hundred Fifty Dollar (\$250.00) deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than Twenty Thousand Dollars (\$20,000) per eligible Tenant and family. The policy shall cover the Tenant's personal property in the Premises including, without limitation, any property removable by Tenant under the provisions of this Tenant Lease, and all leasehold improvements installed in the Premises by or on behalf of Tenant, against loss or damage caused by the following: theft; fire or lightning; windstorm or hail; explosion; riot or civil commotion; aircraft or vehicle damage; smoke damage; vandalism or malicious mischief; loss breakage; glass breakage; falling objects; damage caused by weight of ice, snow or sleet; water damage from an accidental discharge from plumbing or HVAC system; sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC system, fire prevention system or sprinkler system or an appliance for heating water; freezing damage to plumbing, HVAC system or household appliances; and electrical surge damage. The policy shall provide One Hundred Thousand Dollars (\$100,000) in liability coverage for Tenant and family. Project Owner shall not be responsible for paying the deductible or providing supplemental coverage or costs for coverage provided by a different policy. Tenant shall pay the Two Hundred Fifty Dollar (\$250) deductible, if required, at the time of a claim.

**C. MANDATORY CLAUSES FOR OTHER ELIGIBLE TENANTS**

**Lease Term**

This Tenant Lease shall be for a term of twelve (12) months. Upon expiration of the term and with approval of Project Owner, Tenant may execute another Tenant Lease for a term not to exceed twelve (12) months.