

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

**Air Combat Command (ACC), Air Force Global Strike Command (AFGSC), Air Force Space Command (AFSPC) and Air Force Center for Engineering and the Environment (AFCEE)**



**Privatization of Military Family Housing  
Beale, FE Warren, Malmstrom, and Whiteman Air  
Force Bases (“Western Group”)**

Solicitation No. AFCEE-09-0002

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

**PROPOSALS ARE DUE NO LATER THAN  
5:00 P.M. EST 21 SEPTEMBER 2010 AT:**

ALVAREZ & MARSAL REAL ESTATE ADVISORY SERVICES  
C/O EMAX FINANCIAL & REAL ESTATE ADVISORY SERVICES, LLC  
60 Broad Street, Suite 3501  
New York, NY 10004  
Voice: 212.813.3510 Fax: 212.813.3505  
Email: [western@emaxllc.com](mailto:western@emaxllc.com)  
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## **APPENDIX M.**

### **MANDATORY TENANT LEASE CLAUSES**

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

##### **Conducting Business Activities in Military Family Housing**

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

##### **Fitness for Occupancy**

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

##### **Restrictions on Nonseverable and/or Designated Historical Units**

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

##### **Single Family Occupancy**

The Tenant acknowledges that this residence 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 the Tenant and the Tenant's spouse may be considered normal residents of the household and are not "Social Visitors," regardless of the period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 30 days. The Tenant agrees that the duration of social visits by anyone residing within the sixty-minute commuting area of the Installation is limited to no more than two days.

### **Occupancy of a Handicap Accessible Unit**

Military members who require a handicap accessible unit will be provided such a unit, regardless of target category available. If the assignment is out of the member's target category, then exhausted waiting list rules apply. If a handicapped accessible unit is occupied by Tenants who are not handicapped, they will be required to vacate the unit if another unit cannot be provided that meets the needs of the handicapped resident. Since a resident/family may be asked to vacate the unit they reside in, (a) the resident/family will be required to sign a statement at the time of tenant lease execution acknowledging they may be asked to move if the handicap accessible unit they occupy is needed by another resident/family with disabilities and (b) the move, if necessary, will be at the PO's expense.

### **Installation Commanders Rights Not Impaired**

Nothing contained in this 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 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 Management 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 most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to contractor employees, privatized housing employees, and privatized housing residents pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.
- 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 Resident at least 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.
- 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 lease signing 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 of Active Duty Military Tenant(s) (Target Tenant(s)). However, Target Tenants occupying housing units on the project closing date will not be required to pay pet deposits so long as they continuously reside in privatized housing on the same installation.

### **Debarment from Installation**

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

### **Lease Termination: Military Service or Death of Target Tenant**

It is mutually agreed that the Target Tenant(s), in the military service, may terminate this lease if he/she retires, is released from active duty, is transferred (PCS) beyond a 25-mile radius of [Base name] Air Force Base (AFB), [Base state], or is ordered to occupy public quarters. In such cases, the Target Tenant will furnish the Landlord a copy of his official orders not less than 30 days before such termination date unless such notification cannot be made at no fault of the Target Tenant (i.e., short notice assignment). This lease will also terminate upon the Target Tenant's receipt of orders for deployment for more than 90 days at the option of the Target Tenant residing in a unit upon the deployment. Additionally, the lease will terminate on the Target Tenant's death, at the option of the surviving spouse or personal representative as shown below.

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

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

The Target Tenant acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the Target Tenant's personal property or leasehold improvements.

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

The Landlord shall, at its sole cost and expense, make Target Tenants Renter's Insurance available to Target Tenants. Target Tenants must apply through the Landlord for such coverage and will be insured, at no cost to the Target Tenants, upon acceptance for coverage by the Landlord's insurer. Target Tenants shall not be unreasonably refused insurance coverage. This insurance policy shall be a

\$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover the Target Tenant's personal property in the Premises including, without limitation, any property removable by the Target Tenant under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the Target Tenant, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for Target Tenants and their families. The Landlord shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy.

### **Occupancy of a Handicap Accessible Unit**

Military members who require a handicap accessible unit will be provided such a unit, regardless of target category available. If the assignment is out of the member's target category, then exhausted waiting list rules apply. If a handicapped accessible unit is occupied by Tenants who are not handicapped, they will be required to vacate the unit if another unit cannot be provided that meets the needs of the handicapped resident. Since a resident/family may be asked to vacate the unit they reside in, (a) the resident/family will be required to sign a statement at the time of tenant lease execution acknowledging they may be asked to move if the handicap accessible unit they occupy is needed by another resident/family with disabilities and (b) the move, if necessary, will be at the PO's expense.

### **Installation Commanders Rights Not Impaired**

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- 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 Management 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 most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to contractor employees, privatized housing employees, and privatized housing residents pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.
- 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 Resident at least 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.
- 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 lease signing and to those authorities as they may subsequently be amended, revised, superseded, rescinded, or repealed.

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

### **Debarment from Installation**

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

### **Lease Term for Other Eligible Tenants**

Tenant Leases with Other Eligible Tenants who are not active service members shall not have a term in excess of one (1) year. Upon expiration of the initial one-year term of the Other Eligible Tenant's Tenant lease, such lease may be renewed for one or more periods not to exceed 12 months each.

### **Occupancy of a Handicap Accessible Unit**

Military members who require a handicap accessible unit will be provided such a unit, regardless of target category available. If the assignment is out of the member's target category, then exhausted waiting list rules apply. If a handicapped accessible unit is occupied by Tenants who are not handicapped, they will be required to vacate the unit if another unit cannot be provided that meets the needs of the handicapped resident. Since a resident/family may be asked to vacate the unit they reside in, (a) the resident/family will be required to sign a statement at the time of tenant lease execution acknowledging they may be asked to move if the handicap accessible unit they occupy is needed by another resident/family with disabilities and (b) the move, if necessary, will be at the PO's expense.

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