

MILITARY ADDENDUM

This Agreement is an addendum and is part of the Rental or Lease Agreement, made and entered into between _____, "Lessor" (Owner/Agent), and _____, "Lessee" (Resident) for the premises located at _____, Unit # _____ (City), _____ (State), _____ (Zip Code).

In 2004, Congress passed legislation amending several provisions of the Servicemembers' Civil Relief Act (SCRA) which modified, among other things, the rights of military personnel to terminate a rental agreement or lease in certain circumstances. This Addendum clarifies your rights and obligations if you are now or become an active duty member of the United States Armed Forces.

Lessor and Lessee mutually agree as follows:

- 1) If you are now or become an active duty member of the United States Armed Forces at the time you are signing the Rental Agreement or Lease as indicated above, you may be released from your obligations under said Rental Agreement of Lease, without penalty, so long as you: a) provide a copy of your official permanent change-of-station orders or your official orders to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days; b) provide at least 30 days' prior written notice of your anticipated move-out date (if possible); c) pay all rent and any other outstanding balances due now or through your move-out date.
- 2) If you are a member of the United States Armed Forces reserves on active duty, or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President, during the term of your Rental Agreement or Lease as indicated above, you may be released from your obligations under said Rental Agreement of Lease, without penalty, so long as you: a) provide a copy of your official permanent change-of-station orders or your official orders to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days; b) provide at least 30 days' prior written notice of your anticipated move-out date (if possible); c) pay all rent and any other outstanding balances due now or through your move-out date.
- 3) Military permission or approval for base housing does not constitute a permanent change-of-station orders. Further, a transfer due to separation, retirement or enlistment term expiration does not constitute a permanent change-of station order. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or legal dependent.
- 4) When you are signing this Addendum, you are acknowledging that you: a) have not already received deployment or change-of-station orders; b) will still be within the term of your enlistment or obligation at the end of the Rental Agreement or Lease indicated above.
- 5) You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.
- 6) All other contractual rights and duties of both Lessor and Lessee remain unchanged except the terms of this Addendum shall supersede any conflicting provisions in the Rental Agreement or Lease indicated above.

Date

Lessee

Date

Lessee

Date

Lessor/Agent