

Prior to entering into a rental or lease agreement make sure you include a military clause. Contrary to popular belief, the Servicemembers' Civil Relief Act does NOT help you break a lease, while in the military, under any military reason. You MUST have a provision in your rental agreement to release you from your obligations. Attached is a military clause that you can include in a rental agreement as an attachment. Be sure to indicate on your lease, in the appropriate place, to see the attached military clause. Though the sample clause only requires 30 days notice, you will be better protected if you provide written notice as soon as possible and retain a copy of that notice. If you have any questions regarding landlord-tenant issues, leases, or other personal legal assistance matters, please contact the Coast Guard Legal Assistance Attorney that covers your area.

MILITARY CLAUSE ADDENDUM

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces, the tenant may terminate this lease, without penalty, by giving the landlord thirty (30) days written notice in any of the following events:

- (1) If the tenant receives permanent change of station (PCS) orders to depart from the area where the Premises are located to another area.
- (2) If the tenant is released from active duty, retires, or separates from the United States Armed Forces.
- (3) If the tenant has signed the lease prior to arriving in the area, but his or her orders are canceled, modified, superseded, or changed to another area prior to occupancy of the leased premises.
- (4) If a military housing unit becomes available to the tenant.
- (5) If for disciplinary, security, or military necessity reasons, the tenant is required by his command or other military authorities to live on a military installation or in military housing.
- (6) If due to war, national/international emergency, or military necessity, the tenant is unexpectedly deployed, and such deployment is not a part of the routine schedule or movements of his or her unit.
- (7) If the tenant dies while on active duty.

The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, explaining the circumstances which warrants termination under this clause. Such notice shall be given at least thirty (30) days prior to terminating the lease, except where termination is pursuant to subsection (6) of this clause, in which case the

Landlord agrees to accept less than thirty (30) days notice where the tenant will be unexpectedly deployed and it will not be possible to provide thirty (30) days notice under the circumstances.

The tenant will not be liable for any rent beyond the notice period. Where the notice period extends into the following month, the rent due for that month will be prorated on a daily basis, such that 1/28th, 1/29th, 1/30th, or 1/31st (depending on the month) of the total monthly rental obligation will be owed for each day that the notice period extends into that month.

Upon termination pursuant to this clause, the landlord will return any security deposit in accordance with the other provisions of this lease with interest, and will not withhold such deposit, or any part thereof, due solely to the tenant's exercise of his or her rights under this clause.

_____	_____
TENANT	DATE
_____	_____
CO-TENANT	DATE
_____	_____
LANDLORD/AGENT	DATE