

Include a Military Clause in Your Lease

It is *strongly* recommended that you include into your rental or lease agreement, a military clause. Contrary to popular belief, the Soldiers and Sailors' Civil Relief Act **DOES NOT** help you break a lease when receiving transfer orders. You must have a provision in your rental agreement to release you from your obligations in the event you need to terminate your lease prior to its normal expiration. Attached is a military clause that you can incorporate into your rental agreement. 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 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 local housing officer for you're nearest military legal office for assistance.

MILITARY CLAUSE ADDENDUM

IN THE EVENT the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (**he/she**) occupy the dwelling past the first day of the month.

The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

TENANT

DATE

CO-TENANT

DATE

LANDLORD/AGENT

DATE