

## **BALFOUR BEATTY COMMUNITIES HOUSING LEASE COUNSELING SHEET**

This counseling sheet only emphasizes a few important things you must know before signing a lease with BALFOUR BEATTY COMMUNITIES to live in Base Housing. **You must clearly understand all provisions of the lease before signing the lease. The lease is a legally binding instrument, which is enforceable by Texas Civil Courts. BALFOUR BEATTY COMMUNITIES is privately owned and managed and is not government-owned housing.** Please talk to the Housing Office or the Base Legal Office if you are not sure what something means.

**Member and (spouse) if applicable must initial each block after being counseled on the subject. You will be given a copy and a copy will be kept on file in the housing office.**

\_\_\_\_/\_\_\_\_ Balfour Beatty Communities Housing represents a partnership between Sheppard AFB, the City of Wichita Falls, and Balfour Beatty Communities Corporation. You are a part of this partnership and are responsible to conduct yourself in a professional manner as a representative of the United States Armed Forces or its affiliate.

\_\_\_\_/\_\_\_\_ Balfour Beatty Communities is an important project to the Air Force and Sheppard AFB. It represents a sizeable investment by the Air Force.

\_\_\_\_/\_\_\_\_ Tenants are expected to comply with all lease terms and resolve any conflicts in a civil manner with the landlord. The Housing Office will assist by mediating any misunderstandings/conflicts. The final resolve is the Texas Court system.

\_\_\_\_/\_\_\_\_ The Property Management Office will be open Monday through Friday from 8:00am – 5:00pm. Office hours will be extended on Wednesday’s until 7:00pm. After hours, an answering service is available to leave non-emergency messages.

\_\_\_\_/\_\_\_\_ **Target tenants** are (a) active duty members of a Uniformed Service and such member’s family who are authorized to reside in a family housing unit on the Installation (b) an individual designated by the Government as “key and essential personnel” and such individual’s family who are authorized to reside in a family housing unit on the Installation.

\_\_\_\_/\_\_\_\_ ***Target tenants have first right to units designated for their pay grade.***

\_\_\_\_/\_\_\_\_ If no target tenants are available to rent a designated unit, other eligible tenants may rent units as follows:

Active military members will be charged the BAH “with dependant” rate designated for the unit. Other Eligible Residents who are not active military members may be charged unrestricted market rent. However, at no time shall the rent be lower than that charged to Accompanied Active Duty Target Residents for the unit.

In limited situations (Key & Essential personnel who are bachelors and other cases necessary to address vacancies), Balfour Beatty Communities will accept the BAH without dependants rate as rent.

\_\_\_/\_\_\_ **Rent payments by allotments are mandatory. You cannot cancel your allotment during the term of the lease. (MAC will set up all allotments for all active duty military members).**

\_\_\_/\_\_\_ No security deposits or pet deposits are required. However, **members will be held legally accountable for all damage and they must obey all pet rules.**

\_\_\_/\_\_\_ Rent is paid in arrears. If a member moves in mid-month, it will be Balfour Beatty Communities responsibility to collect the pro-rated rent based upon the same daily calculation used by DFAS. Payment can be made by credit card, debit card, money order, cashiers check, or certified check prior to acceptance of keys. The allotment will be started at lease signing.

\_\_\_/\_\_\_ **Rent is due and payable on the 1<sup>st</sup> day of each month.** If any installment of rent is not received by the Landlord within 5 days from the due date, the Resident agrees to pay an administrative charge of \$25. The Resident also agrees to pay the Landlord an additional charge of \$25 for any returned item.

\_\_\_/\_\_\_ As monthly rent for each home is based on the monthly BAH rate for the grade designation of that home and the rank of the military family member, adjustments to the rent will occur through MAC when one of the following conditions is met:

\_\_\_/\_\_\_ Balfour Beatty Communities will adjust monthly rental rates in conjunction with any official BAH adjustment implemented for Sheppard. Upon official notification from the Government of a change in BAH, Balfour Beatty Communities will implement a rental rate change as of the first of the following month after the BAH change has been officially released.

\_\_\_/\_\_\_ Residents that are promoted or demoted to a different grade, the BAH will be adjusted to the new level and they will have two choices for residency.

\_\_\_/\_\_\_ Remain in their current home and the BAH level will be adjusted to the new level or move into a home which mirrors their new grade classification. Relocation costs are at no expense to the Air Force or Balfour Beatty Communities and a \$300 transfer fee would also be required if the resident had not fulfilled the original one-year lease agreement.

\_\_\_/\_\_\_ Prospective residents who are eligible for a promotion (i.e. on a valid promotion list) at the time of lease signing that will move them into a higher classification during the term of the lease, will be offered homes in the higher grade range at their current BAH rate until the effective date of the promotion. On that date, the rent will be automatically adjusted to the higher rate.

\_\_\_/\_\_\_ In families where both spouses are service members, the senior family member's grade will determine the home category. Unlike Government practice, only the BAH at the "with dependant" rate of the senior member will be used as rent.

\_\_\_/\_\_\_ All new Lease Agreements with target tenants will be for a term of one year and will be month-to month thereafter.

\_\_\_/\_\_\_ A Community Management person will accompany the residents to their home, complete the Property Condition Report, provide instructions on the operation of appliances, and point out the location of thermostats, smoke detectors, range hood fire suppression system (installed in some homes) circuit breakers/fuse boxes, and water shut-off valves.

\_\_\_/\_\_\_ The parties agree that all promised repairs, alterations, and maintenance are included in the Property Condition Report.

\_\_\_/\_\_\_ Resident further acknowledges (a) responsibility for reasonably maintaining the cleanliness of the Premises (b) damage to the Premises that is not described on the Property Condition Report as existing, prior to the Resident's occupancy, and that exceeds normal wear and tear, is subject to repair by Landlord at Resident's expense.

\_\_\_/\_\_\_ The Lease can be signed only by the military member or spouse with a special power of attorney.

\_\_\_/\_\_\_ For military married to military, only the member with the highest rank is eligible to sign the lease.

\_\_\_/\_\_\_ The following are examples of circumstances that would trigger the Request for Retention of Privatized Housing:

\_\_\_/\_\_\_ Residents in receipt of PCS Orders to a dependent-restricted location

\_\_\_/\_\_\_ Residents in receipt of Overseas Accompanied PCS Orders but housing not available within 30 days

\_\_\_/\_\_\_ Resident has PCS Orders with TDY in route.

\_\_\_/\_\_\_ Death of Active Duty Residents

\_\_\_/\_\_\_ Retirement of Sponsor

\_\_\_/\_\_\_ ***Requests, must be coordinated/approved by service member's chain of command by submitting a Request for Retention of Privatized Housing,*** to the Community Manager, no less than 30 days prior to the change in status. \*Death of Active Duty Residents is an exception to the 30 days prior to the change in status requirement.

\_\_\_/\_\_\_ **Renter's insurance is highly encouraged.** It is a good idea for the tenant to apply for or maintain at all times a renter's insurance policy.

\_\_\_/\_\_\_ A renter's insurance policy will be provided per household in the amount of \$20,000 for active-duty military residents and their families. ***This insurance coverage is at no cost to the resident and includes property, general liability, umbrella/excess, and tenant renters insurance.***

\_\_\_/\_\_\_ If a loss is sustained and a claim needs to be filed, residents should contact the Community Management Office.

\_\_\_/\_\_\_ Air Force Residents in Privatized Housing are also eligible to file claims under the Military Personnel and Civilian Employee Claims Act (MPCECA) to the same extent as those living in government owed Military Family Housing.

\_\_\_/\_\_\_ MPCECA does not cover all personal property damage and is limited to damages or loss caused by theft, vandalism and other "unusual occurrences", including acts of GOD, power outages, sewer backups, and similar items.

\_\_\_/\_\_\_ Landlord will pay for gas, electricity, water, sewage, and garbage.

\_\_\_/\_\_\_ Immediate relatives of the Resident and the Resident's spouse may be considered normal residents of the household and are not "Social Visitors", as defined in the Resident Guide, regardless of the period of stay.

\_\_\_/\_\_\_ BALFOUR BEATTY COMMUNITIES will maintain the yards of all residents except for areas enclosed by a fence.

\_\_\_/\_\_\_ First lockout during regular business hours is No Charge, second lockout during regular business hours is a \$25 charge, all after hours and weekend lockouts are a \$50 charge, and failure to return keys at clearing is a \$50 charge.

\_\_\_/\_\_\_ Ambulance, fire, and police services for Freedom Estates Housing are provided by the City of Wichita Falls. Services for Wind Creek Village and Heritage Heights Housing are provided by Sheppard AFB. **Call 911 for emergencies.**

\_\_\_/\_\_\_ The Community Management Office has immediate right of entry to homes if emergency conditions are presumed to exist. Such emergency conditions include the risk of substantial damage to the property, or risk of death, injury or illness to humans or animals. Management may also enter, with reasonable notice, to make inspections and/or repairs.

\_\_\_/\_\_\_ Resident shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Resident shall immediately notify the Landlord of any damage to the Premises.

\_\_\_\_/\_\_\_\_ If a Resident requires routine maintenance, contact the Service Request Desk at 940-613-0691 or complete the service request on-line via the website at [www.Sheppardfamilyhousing.com](http://www.Sheppardfamilyhousing.com). Routine service requests may be scheduled to be completed on weekdays from 8:00am to 5:00pm.

\_\_\_\_/\_\_\_\_ Tenant must give a 30 day written notice prior to vacating.

\_\_\_\_/\_\_\_\_ At the pre move-out inspection, the Property Condition Report completed at move-in, will be referenced and charges will be assessed for any items that are not a result of normal wear and tear. The resident will be made aware of the amount of charges that will be assessed if the damages are not repaired. The resident will also be advised of the cost for contract cleaning if they elect that option.

\_\_\_\_/\_\_\_\_ **The Military Clause only applies to the military member receiving PCS orders, deploying over 90 days, separating the service, or retiring and not staying in the local area.** The military clause does not give the member the right to break their current lease and move into privatized housing.

\_\_\_\_/\_\_\_\_ For any Early Termination other than PCS, retirement, discharge from the military, change in marital status, etc., ***resident shall provide 30 days' notice*** and is responsible for all payments required under this lease through such 30 days. ***Resident shall pay to landlord an amount equal to one months' rent as liquidated damages along with any other outstanding debts owed.***

**HRO STAFF SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_